

# AEC – DTA Digital Marketplace Work Order Specialist (Labour Hire)

Brief (XXXXXX)

General		
1.	Authority and context	<p>1.1. This Work Order is issued by the Commonwealth of Australia as represented by the <b>Australian Electoral Commission</b> ABN 21 133 285 851 (Buyer) <b>VENDOR (Australia) Pty Limited</b> ABN 00 000 000 000 (Seller) in accordance with the Digital Marketplace Master Agreement 01 July 2019 which relates to the Digital Transformation Agency's Digital Marketplace Panel.</p> <p>1.2. In accordance with clause 2 of the Master Agreement, this Work Order, once executed by both parties, will create a separate Work Order between the Buyer and the Seller on the terms of the Master Agreement, the Comprehensive Terms and the terms specified in this Work Order.</p> <p>1.3. Unless the context otherwise provides, defined terms used in this Work Order have the same meaning as given in the Definitions section of the Master Agreement.</p>
2.	Standing Offer Notice ID	2.1. SON3413842
3.	Work Order number	3.1. SRC00XXXX
4.	Buyer cost code GL code	4.1. Account Code: S22, Project Code: S22, Activity Code: , Cost Centre: S22
5.	Buyer representative	<p>5.1. S47F S47F <a href="mailto:Talent.ETG@aec.gov.au">Talent.ETG@aec.gov.au</a></p>
6.	Seller representative	<p>6.1. Contact Name 02 0000 0000 <a href="mailto:contactname@vendor.com.au">contactname@vendor.com.au</a></p>
7.	Project title	7.1. AEC Section
8.	Work Order commencement date	8.1. Date of execution of this Work Order.
9.	Term of the Work Order	<p>9.1. The term of the Work Order is from the Work Order commencement date, to 30 June 2024.</p> <p>9.2. The Buyer may extend the Term of the Work Order by one or more further periods, up to a maximum of xx months. The extension will be on the same terms and conditions as the initial Work Order. The buyer may extend in their sole discretion by providing notice in writing to the Seller no later than 10 days prior to the end of the then current term.</p>

Deliverables								
10.	<b>Specified personnel</b> <i>MA cl. 10</i>	<p>10.1. The Seller will provide the following Specified Personnel as per <u>Table 1</u>:</p> <table><tr><th colspan="2">Table 1.</th></tr><tr><th>Name of Specified Personnel:</th><th>Level Security Clearance Required:</th></tr><tr><td>Candidate Name</td><td>Baseline</td></tr></table> <p><b>Position Description &amp; Services to be Performed:</b></p> <p>The Seller will provide the Specified Personnel to undertake the duties as detailed below.</p> <p>Outside of a Writ Period, the Specified Personnel will occupy the position of <b>Role Title</b> under direction of the relevant Director/Team Leader and perform the following tasks and responsibilities:</p> <ul style="list-style-type: none"><li>Perform additional responsibilities as required and directed by the relevant Director/Team Leader</li></ul> <p>During a Writ Period for an Electoral Event, the Specified Personnel will occupy the position of <b>Role Title</b> under the direction of the relevant Director/Team Leader and perform the following tasks and responsibilities:</p> <ul style="list-style-type: none"><li>Perform support functions in line with <b>Role Title</b> duties outside of standard hours as required.</li></ul> <p>For the purposes of this Work Order:</p> <ul style="list-style-type: none"><li>Writ means a writ as defined in the <i>Commonwealth Electoral Act 1918</i> (Cth) and the <i>Referendum (Machinery Provisions) Act 1984</i> (Cth) (as the case may be).</li><li>Writ Period means the period commencing on the issue of a Writ for an Electoral Event and concluding on the return of a Writ, unless otherwise determined by the relevant Director/Team Leader;</li><li>Electoral Event means a general election of members of the House of Representatives under the <i>Commonwealth Electoral Act 1918</i> (Cth) or a referendum under the <i>Referendum (Machinery Provisions) Act 1984</i> (Cth).</li></ul>	Table 1.		Name of Specified Personnel:	Level Security Clearance Required:	Candidate Name	Baseline
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11.	<b>Policies, laws and standards</b> <i>MA cl. 6</i> <i>MA cl. 10</i> <i>MA cl. 17</i> <i>CT cl. 3</i> <i>CT cl. 19</i> <i>CT cl. 22</i>	<p>11.1. This Work Order is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.</p> <p>11.2. The Seller will be responsible for ensuring that the Specified Personnel:</p> <ol style="list-style-type: none"><li>sign the Confidentiality, Privacy and Conflict of Interest Declaration Deed Poll attached as Attachment A to this Work Order and provide the signed copy to the Buyer representative;</li><li>uphold the values of the AEC (refer to <a href="https://www.aec.gov.au/About_AEC/Publications/files/service-charter.pdf">https://www.aec.gov.au/About_AEC/Publications/files/service-charter.pdf</a>) and behave in a manner that is consistent with the Australian Public Service Values and the APS Code of Conduct, as applicable to their work in connection with this Work order. The APS Values and Code of Conduct are contained in Part 3 of the Public Service Act 1999 (Cth);</li><li>complete all required corporate and technical training and development activities as specified in this Work Order, or as directed by the Buyer representative; and</li><li>actively and promptly addresses behaviours, or perceptions of behaviours, which do not meet APS Values and Code of Conduct.</li></ol> <p>11.3. The Seller must, where it may be applicable to this Work Order in the supply of the Specified Personnel, comply with and ensure your personnel comply with:</p>						

		<ul style="list-style-type: none"> <li>(a) any performance standards;</li> <li>(b) all workplace health and safety requirements;</li> <li>(c) any applicable directions, guidelines, determinations or recommendations relating to privacy;</li> <li>(d) any security requirements in relation to the collection, storage, use and disclosure of personal information;</li> <li>(e) any other security requirements regarding the work, premises or location at which the deliverables are being provided, the IT systems in use or the personnel providing those deliverables; and</li> <li>(f) any applicable State or Territory labour hire licensing laws.</li> </ul>
12.	<b>Delegation</b> CT cl. 7	12.1. Not applicable
13.	<b>Meetings</b>	<p>13.1. The Seller representative must ensure:</p> <ul style="list-style-type: none"> <li>(a) they are reasonably available to attend ad-hoc meetings as required or identified by the Buyer representative; and</li> <li>(b) answer any queries relating to: <ul style="list-style-type: none"> <li>(i) the Specified personnel;</li> <li>(ii) the provision of the services; or</li> <li>(iii) raised by either party.</li> </ul> </li> </ul>
<b>Pricing and payment</b>		
14.	<b>Work Order price</b> MA cl. 12	<p><b>Work Order price:</b></p> <p>14.1. The Work Order price is capped at the Total (Incl. GST) cost as listed in <u>Table 2</u> below:</p> <p>14.2. This pricing is based on a 40-hour work week, during the agreed hours of 7:00am and 7:00pm, Monday to Friday, excluding weekends, public holidays and shut down periods. For the avoidance of doubt, Specified Personnel will not be required to work during shut down periods and will not be entitled to charge the hourly rate during a shut down period, unless agreed in writing by the buyer representative. This includes where the relevant AEC office is shut down prior to a public holiday period, such as Christmas Eve.</p> <p>14.3. Additional hours may be undertaken outside the agreed hour week with prior written approval from the buyer. The buyer will direct the seller how many additional hours are required.</p> <p>14.4. The buyer may require the seller to work additional hours during AEC specific events, including but not limited to: elections, referendums, by-elections.</p> <p>14.5. The buyer may request that the Specified Personnel be available on an on-call arrangement. When the Specified Personnel is instructed to be on-call they are not required to remain in a fixed location but must be contactable by telephone or by an electronic device. A Specified Personnel who is instructed to remain on-call status shall be compensated according to the following rates:</p> <ul style="list-style-type: none"> <li>(i) 7.5% of the Specified Personnel's Hourly Rate specified in Table 2 for each hour the Specified Personnel is instructed to remain on-call on a Monday to Friday;</li> <li>(ii) 10% of the Specified Personnel's Hourly Rate specified in Table 2 for each hour the Specified Personnel is instructed to remain on-call on weekends; and</li> <li>(iii) 15% of the Specified Personnel's Hourly Rate specified in Table 2 for each hour the Specified Personnel is instructed to remain on-call on a public holiday.</li> </ul> <p>14.6. The Seller will be paid the Hourly Rate specified in Table 2 for each full hour a Specified Personnel is required by the Buyer to work while being on-call. The Seller will not be entitled to charge a pro-rata hourly rate if the Specified Personnel works for less than a full hour.</p> <p>14.7. Any additional hours worked outside the agreed hours must not exceed the total costs listed at Table 2. For the avoidance of doubt, the seller is not entitled to charge the hourly rate in relation to time spent travelling, unless as specified in the OTG Travel Guideline or as agreed in writing by the Buyer representative on a case by case basis.</p> <p><b>Table 2.</b></p>

		FY	Start Date	End Date	Specified Personnel	Hourly Rate (Excl. GST)	GST Component	Maximum Work Effort (Hours)	Service Charges (Excl. GST)
		23/24	01/02/24	30/06/24	Candidate Name	\$XXX	\$XX	XXX	\$XXX
		10% service fluctuation contingency							\$XX
								Subtotal (Excl. GST)	\$XXX
								GST Component	\$XX
								Total (Incl. GST)	\$XXX
15.	<b>Work Order payment and Invoicing</b>  <i>MA cl. 12</i>	<p><b>Monthly Payment</b></p> <p>15.1. At the end of each calendar month, the Seller will provide the Buyer with a single monthly invoice that will set out the particulars of the Services provided and calculations by which the invoice was calculated.</p> <p>15.2. The invoice will be calculated based on:</p> <ul style="list-style-type: none"> <li>(a) the Specified Personnel's hourly rate;</li> <li>(b) the hours worked during the period of the relevant calendar month; and</li> <li>(c) identify the total monthly fee payable by the Buyer for the identified calendar month.</li> </ul> <p>15.3. The invoice will be accompanied, where required, by reasonable documentation that provides evidence that the deliverables have been performed and/or that any additional costs claimed are payable. At a minimum, the invoice will be accompanied by a copy of the Specified Personnel's corresponding timesheet, endorsed by an authorised Buyer representative, or a nominated delegate</p> <p>15.4. An invoice will be taken to be correctly rendered if the amount claimed in the invoice is due for payment under this Work Order and the invoice contains:</p> <ul style="list-style-type: none"> <li>(a) the Work Order reference number;</li> <li>(b) the invoice date;tr</li> <li>(c) the name of the Specified Personnel;</li> <li>(d) the name of the Buyer's representative;</li> <li>(e) the name of the Seller's company;</li> <li>(f) the Seller's ABN (if applicable);</li> <li>(g) the Seller's bank account details for payment;</li> <li>(h) such other information as the Buyer from time to time requires; and</li> <li>(i) the invoice is in the form of a valid tax invoice, where the Seller is registered for GST.</li> </ul> <p><b>Address for invoices</b></p> <p>15.5. Tax invoices are to be submitted electronically to the Buyer via the following email addresses:</p> <p><b>s22</b> and <b>s22</b></p>							
16.	<b>Timesheets</b>  <i>MA cl. 12</i>	<p>16.1. The Seller will ensure that Specified Personnel:</p> <ul style="list-style-type: none"> <li>(a) maintain a timesheet(s) in an agreed format as endorsed by the Buyer;</li> <li>(b) complete work effort recording for actual level of effort provided by the Specified Personnel; and</li> <li>(c) submit the timesheets to the Buyer's representative at the end of the calendar month for endorsement by the Buyer's representative, or a nominated delegate</li> </ul> <p>16.2. The Buyer will not be liable to pay any amounts where timesheets show Specified Personnel working more than the agreed hours per week, unless prior written approval has been given by the Buyer's representative, or a nominated delegate.</p>							
17.	<b>Additional costs</b>	<p>17.1. For the avoidance of doubt and without limitation, the Buyer will not pay any travel, accommodation or other fees, charges or expenses unless they have been pre-approved in writing by the Buyer and</p>							



	MA cl. 12	<p>booked by the Buyer. The travel, accommodation or other fees, charges or expenses must not exceed, per day, the rates specified within the <a href="#">OTG</a> Travel Guideline</p> <p>17.2. The Seller will be reimbursed meals and incidentals at the rates specified within the OTG Travel Guideline. The Seller must submit an invoice for those expenses and the Buyer will reimburse the Seller in accordance with the invoicing procedures outlined within this Work Order.</p> <p>17.3. The Specified Personnel must comply with the OTG Travel Guideline.</p>															
18.	<b>Order material that is software or standard form documentation relating to that software</b> MA cl. 8	18.1. All Intellectual property vests in the Buyer on creation.															
19.	<b>Intellectual property register</b> CT cl. 12	19.1. An intellectual property register is not required.															
20.	<b>Confidential information</b> MA Definitions MA cl. 16 CT cl. 21	20.1. Not applicable															
21.	<b>Reports</b>	21.1. Not applicable															
22.	<b>Confidentiality undertaking</b> MA cl. 16	22.1. Before any Specified Personnel commence work, they must provide a confidentiality undertaking in the agreed format as prescribed by the Buyer.															
23.	<b>Insurance</b> MA cl. 6	<p>23.1. The Seller must obtain and maintain the following insurances as per <a href="#">Table 3</a>:</p> <table border="1"> <thead> <tr> <th colspan="3">Table 3.</th></tr> <tr> <th>Type</th><th>Minimum Limits</th><th>Period of Insurance</th></tr> </thead> <tbody> <tr> <td>Public Liability:</td><td>\$10 million per event</td><td>The insurance will be valid until expiry or termination of this Work Order.</td></tr> <tr> <td>Professional Indemnity</td><td>\$10 million per event</td><td>The insurance will be valid until expiry or termination of this Work Order.</td></tr> <tr> <td>Workers Compensation</td><td>As required by Law</td><td></td></tr> </tbody> </table>	Table 3.			Type	Minimum Limits	Period of Insurance	Public Liability:	\$10 million per event	The insurance will be valid until expiry or termination of this Work Order.	Professional Indemnity	\$10 million per event	The insurance will be valid until expiry or termination of this Work Order.	Workers Compensation	As required by Law	
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24.	<b>Security clearance</b> MA cl. 10	<p><b>Security clearance:</b></p> <p>24.1. If specified in item 10 of the Work Order or as otherwise notified by the Buyer, each Specified Personnel engaged by or on behalf of the Seller must:</p> <ul style="list-style-type: none"> <li>(a) hold and maintain an Australian Government security clearance to the level required by the Buyer;</li> <li>(b) the Buyer will sponsor the Specified Personnel in obtaining a security clearance; and</li> <li>(c) the cost of obtaining a security clearance will be borne by the Buyer.</li> </ul> <p><b>Police check:</b></p> <p>24.2. The Buyer requires that all Specified Personnel engaged by or provided on behalf of the Seller undergo a police check prior to commencing work under this Work Order.</p>															

		<p>24.3. The Seller will ensure that:</p> <ul style="list-style-type: none"> <li>(a) police checks have been undertaken within a maximum three (3) month period prior to the Work Order commencement date; and</li> <li>(b) provide evidence and confirmation to the Buyer that that all Specified Personnel engaged have no disclosable outcomes, resulting from the police check process.</li> </ul> <p><b>Additional security checks:</b></p> <p>24.4. The Buyer may undertake any additional security checks it considers appropriate of the Seller and the all Specified Personnel.</p> <p><b>Security breaches:</b></p> <p>24.5. The Seller acknowledges that if a Specified Personnel loses their security clearance or causes a security breach, the Buyer may:</p> <ul style="list-style-type: none"> <li>(a) after consultation with the Seller, require the replacement of that person; or</li> <li>(b) immediately terminate this Work Order for breach.</li> </ul> <p>24.6. The Seller must notify the Buyer immediately on becoming aware of any security incident or security breach.</p> <p>24.7. The Seller agrees that if a security incident or a security breach occurs, the Seller will immediately comply with all directions of the Buyer in order to address the incident or breach and ensure it does not occur again.</p>
25.	<p><b>Buyer material</b></p> <p><i>MA cl. 15</i></p> <p><i>CT cl. 13 - 14</i></p>	<p>25.1. When working at an AEC specified or primary workplace, The Buyer will provide the Specified Personnel with the following assistance and material</p> <ul style="list-style-type: none"> <li>(a) Desk and PC facilities at the identified Buyer offices.</li> <li>(b) Buyer provided facilities and/or resources, as specified within this Work Order.</li> </ul> <p>25.2. If approved to or required to work remotely from an alternative location, which may include the Specified Personnel's place of residence, the Buyer will only be responsible for providing remote access to the Buyers network via secure token. The Seller will assume responsibility for proving all additional remote access requirements as necessary to enable the Specified Personnel to provide the Services to be Performed.</p>
26.	<p><b>Training requirements</b></p>	<p>26.1. Upon commencement, the Seller will ensure Specified Personnel undertake all Buyer identified Mandatory E-Learning Training, that will include:</p> <ul style="list-style-type: none"> <li>(a) Work, health and safety;</li> <li>(b) Workplace security;</li> <li>(c) Privacy awareness;</li> <li>(d) Ballot paper handling;</li> <li>(e) Fraud Awareness; and</li> <li>(f) Undertake any additional training courses as identified by the Buyer representative.</li> </ul> <p>26.2. The seller will only be entitled to charge the hourly rate for Specified Personnel who undertake training required by the Buyer. Any additional training will be at the Seller's expense and no hourly rate will be charged in relation to the time spent by Specified Personnel undertaking this training.</p>
27.	<p><b>Knowledge transfer</b></p> <p><i>CT cl. 23</i></p>	<p>27.1. Not applicable</p>
28.	<p><b>Limitation of liability</b></p> <p><i>CT cl. 25</i></p>	<p>28.1. Subject to clause 25 of the comprehensive terms, the Sellers liability in respect of this Work Order (including for negligence) is limited to the maximum value of the Work Order price, as specified in clause 14 of this Work Order.</p>
29.	<p><b>WGE compliance letter</b></p> <p><i>CT cl. 27</i></p>	<p>29.1. If the Seller is a relevant employer under the Workplace Gender Equality (WGE) Act 2012, the Seller undertakes to provide on an annual basis to the Buyer representative, a current letter of compliance issued by the Workplace Gender Equality Agency for the preceding 12-month period.</p> <p>29.2. For the avoidance of doubt, if the Buyer and Seller have more than one Work Order established, the Seller will only be required to provide to the Buyer a single letter of compliance for the identified period.</p>
30.	<p><b>Indigenous Procurement</b></p>	<p>30.1. The Seller will use all reasonable endeavours to increase:</p>

	<b>Policy</b>	<p>(a) purchasing from Indigenous enterprises; and</p> <p>(b) employment of Indigenous Australians, in the provision of the deliverables.</p> <p>30.2. Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor and use of Indigenous Sellers in the Seller's supply chain.</p> <p>30.3. In this clause, "Indigenous enterprise" means an organisation that is 50 per cent or more Indigenous owned that is operating a business.</p>
<b>Additional terms MA cl. 2</b>		
31.	<b>Conflict of Interest</b>	<p><b>Warranty:</b></p> <p>31.1. The Seller warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Work Order, no Conflict of Interest exists or is likely to arise in the performance of its obligations under this Work Order.</p> <p><b>Seller notification of Conflict of Interest:</b></p> <p>31.2. If, through:</p> <p>(a) the performance of the Services;</p> <p>(b) the provision of Seller Personnel; or</p> <p>(c) the provision of Specified Personnel</p> <p>a Conflict of Interest arises, or appears likely to arise, the Seller must:</p> <p>31.2.1.1. notify the Buyer immediately in writing;</p> <p>31.2.1.2. make full disclosure of all relevant information relating to the Conflict of Interest; and</p> <p>31.2.1.3. take such steps as the Buyer requires to resolve or otherwise deal with the Conflict of Interest, including requiring its Personnel to provide any information or sign any documents which may reasonably be required by the Buyer in order to address the Conflict of Interest.</p> <p><b>Respect the strict political neutrality of the AEC:</b></p> <p>31.3. The Seller warrants it understands the criticality of political neutrality in the AEC, to include:</p> <p>(a) that all Employees, including any Specified Personnel provided under this Work Order, ensure that they are not publicly active in any political affairs; and</p> <p>(b) do not intend to publicly engage in such activities during their employment by the AEC.</p> <p>31.4. The Buyer requires that all Specified Personnel engaged by or provided on behalf of the Seller sign a declaration of political neutrality in the agreed format as attached to this Work Order or as otherwise prescribed by the Buyer.</p> <p>31.5. The Seller will ensure that Specified Personnel, while engaged under this Work Order are aware of this requirement, and will not associate the AEC in any way with any political activity that it undertakes, to include:</p> <p>(a) Campaigning for a Political Party or candidate at either Federal, State or Territory elections;</p> <p>(b) Standing as a candidate at either Federal, State or Territory election;</p> <p>(c) Active public support for, or opposition to, a particular Political Party or candidate;</p> <p>(d) Publishing material on social media, which identifies that the person works with the AEC and makes public comments that could be construed as supporting a particular Political Party or candidate;</p> <p>(e) Activities which could be interpreted by a reasonable person as publicly supporting or opposing a particular Political Party or candidate; or</p> <p>(f) association with a Political Party or candidate.</p>
32.	<b>Replacement of Specified Personnel</b>	<p><b>Seller:</b></p> <p>32.1. Specified Personnel can be replaced where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the proposed role or services to be performed under the Work Order.</p> <p>32.2. The Seller must:</p> <p>(a) notify the Buyer immediately;</p>

		<p>(b) if requested by the Buyer, provide a replacement with suitable ability and qualifications at no additional charge and at the earliest opportunity; and</p> <p>(c) obtain the Buyer's written consent prior to appointing any such replacement. The Buyer's consent will not be unreasonably withheld.</p> <p>The Buyer may give approval subject to such conditions as it reasonably considers necessary to protect the Buyers interests.</p> <p><b>Buyer:</b></p> <p>32.3. The Buyer may at any time request the Seller to remove from work in respect of this Work Order any of the Specified Personnel or the Seller's Personnel.</p> <p>32.4. The Seller must promptly arrange for the removal of such Personnel and their replacement in accordance with the process outlined in clause 32.2.</p>
<b>33. Termination of work orders</b>		<p><b>Agreed terms:</b></p> <p>33.1. In addition to clause 23 of the Master Agreement, the following terms and conditions will be applicable in relation to this Work Order.</p> <p>33.2. A termination of this Work Order under clause 33 does not change the Buyer's obligation to pay any Correctly Rendered Invoices for work undertaken, subject to the Seller substantiating these costs to the Buyer's satisfaction.</p> <p>33.3. In the event of a Buyer initiated termination without Notice, the Buyer agrees that payment of actual hours worked to date, along with agreed payment of 10 business days (to a maximum amount of 75 paid hours), in lieu of the Notice period, will be paid, other than in the following situations:</p> <ul style="list-style-type: none"> <li>(a) where the Specified Personnel lacks, or has lost, an essential qualification;</li> <li>(b) for non-performance, or unsatisfactory performance of duties;</li> <li>(c) for failure to satisfactorily complete identified training;</li> <li>(d) for failure to meet a condition of engagement;</li> <li>(e) for a Breach of the Code of Conduct; or</li> <li>(f) for behavior that the Buyer considers to be Gross Misconduct, which may include: <ul style="list-style-type: none"> <li>(i) the unauthorised release of confidential material;</li> <li>(ii) damage to Buyer property or vandalism;</li> <li>(iii) intoxication at work;</li> <li>(iv) fraud, or theft;</li> <li>(v) breaches of safety; or</li> <li>(vi) threats or acts of violence.</li> </ul> </li> </ul> <p><b>Seller:</b></p> <p>33.4. The Seller will seek alternative options to termination of this Work Order, prior to providing notice.</p> <p>33.5. The Seller may terminate this Work Order in accordance with the following terms and conditions:</p> <ul style="list-style-type: none"> <li>(a) by providing: <ul style="list-style-type: none"> <li>(i) a minimum 42 days (6 weeks) written Notice to the Buyer representative, that will include a reason for the termination.</li> </ul> </li> </ul> <p><b>Buyer:</b></p> <p>33.6. The Buyer may terminate this Work Order in accordance with the following terms and conditions:</p> <ul style="list-style-type: none"> <li>(b) By providing a minimum 14 days (2 weeks) written notice to the Seller;</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>(c) By the issue of a Notice to immediately terminate the Work Order.</li> </ul>
<b>34. Variations to Work Order</b>		<p>34.1. Any variations to a Work Order must be in writing, signed by or on behalf of both parties, and substantially in accordance with any requirements as stipulated by the Buyer representative.</p>
<b>35. Work Location</b>		<p>35.1. The Specified Personnel will be required to work at:</p> <ul style="list-style-type: none"> <li>(a) the AEC primary workplace (ACT National Office - 10 Mort St, Canberra ACT 2601);</li> <li>(b) an alternative location in Canberra as instructed by the Buyer Representative; or</li> </ul>



		(c) remotely from an alternative location, which may include the Specified Personnel's place of residence
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## EXECUTED AS AN AGREEMENT

**Executed as an agreement by the Australian Electoral Commission** (ABN 21 133 285 851), by its duly authorised delegate:

.....  
Signature of delegate

.....  
Name of delegate (print)

.....  
Date

**Executed as an agreement by Vendor** (ABN 00 000 000 000) by the following persons in accordance with section 127 of the Corporations Act 2001 (Cth):

.....  
Signature of Director

.....  
Name of Director (print)

.....  
Date

In the presence of

.....  
Signature of witness

.....  
Name of witness (print)

.....  
Date

In the presence of:

.....  
Signature of Director/Company Secretary

.....  
Name of Director/Company Secretary (print)

.....  
Date

# Attachment A – Confidentiality, Privacy and Conflict of Interest Declaration and Undertaking – Deed Poll

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\_\_\_\_\_ of \_\_\_\_\_ (the Confidant).  
<Insert full name> <Insert Position> and <Organisation Name>

## Recitals

- A. The Commonwealth of Australia represented by the Australian Electoral Commission ABN 21 133 285 851 (AEC) requires the provision of [insert description of services] (the Services). The Services will be/or are detailed in Work Order SRC00XXXX.
- B. The Confidant provides the undertakings set out below in respect of the Services required by the AEC, and information to be acquired, directly or indirectly in connection with the Services.

## 1. Definitions

In this deed:

Confidential Information	means information that is by its nature confidential and is: (a) designated by the AEC as confidential; (b) described in the Work Order as confidential; or (c) information of the AEC that the Confidant knows or ought to know that information is confidential, but does not include information that is or becomes public knowledge other than by breach of this deed or any other confidentiality obligation.
Conflict of Interest	means any circumstance in which: (a) the Confidant has an interest (whether financial or non-financial) or an affiliation, including but not limited to, any political affiliation that is affecting, will affect, or could be perceived to affect, the Confidant's ability to perform the Services or work associated with the Services fairly and independently; or (b) due to a direct or indirect relationship or interest the Confidant may be seen to compromise the political neutrality of the AEC.
Personal Information	has the meaning given in section 6 of the <i>Privacy Act 1988</i> (Cth).



## **2. Access**

- 2.1 The Confidant understands that the Work Order may contain Confidential information and in the course of performing the Services, the Confidant may have access to both Confidential and Personal Information.

## **3. Non-disclosure**

- 3.1 The Confidant will treat as secret and confidential all Personal Information and Confidential Information to which it has access or which is disclosed to the Confidant.
- 3.2 If the AEC grants its consent for the Confidant to disclose Personal Information or Confidential Information, it may impose conditions on that consent. In particular, the AEC may require that the Confidant obtains the execution of a deed in these terms by the person to whom the Confidant proposes to disclose the Personal Information or Confidential Information.
- 3.3 The Confidant's obligations under this deed will not be taken to have been breached where the Confidant is legally required to disclose the Personal Information or Confidential Information.
- 3.4 For the avoidance of doubt, the Confidant's hourly rate and associated fees is designated as Confidential Information for the purposes of this Deed. The Confidant must not disclose this Confidential Information to anyone other than their employer and the Buyer representative.
- 3.5 The hourly rate and associated fees of other AEC contractors is also designated Confidential Information. The Confidant must not access this Confidential Information from AEC IT systems without the express written permission of the Buyer representative and only for a purpose that is directly relevant to the performance of the Services.

## **4. Restriction on use**

- 4.1 The Confidant will use the Personal Information or Confidential Information only for the purpose of its dealings with the AEC (whether directly or indirectly).
- 4.2 The Confidant will not copy, reproduce or disclose the Personal Information or Confidential Information without the approval of the AEC, will not allow any other person outside the AEC access to the Personal Information or Confidential Information, except to employees of the Service Provider who have a need to know basis for such information and, for security classified information, have the appropriate security clearance and will take all necessary precautions to prevent unauthorised access to or copying or disclosure of the Personal Information or Confidential Information in its control.
- 4.3 Where Personal Information is contained within AEC IT systems, the Confidant agrees not to disclose that Personal Information outside of the AEC IT systems, including via email to an external email address, without the express written consent of the Buyer representative.
- 4.4 The Confidant will ensure that anybody to whom it provides or discloses the Personal Information or Confidential Information is made aware of the conditions under which this information is provided or disclosed, and of the fact that the confidentiality/secretcy of the information must be maintained.
- 4.5 Where the Confidant is an individual it will undergo all relevant security clearance vetting processes where it has, or will be given, access to security classified information for more than three months.

## **5. Delivery up of documents**

- 5.1 Immediately on request by the AEC, the Confidant must deliver to the AEC all documents in its possession or control containing Personal Information or Confidential Information.
- 5.2 If at the time of such a request the Confidant is aware that documents containing Personal Information or Confidential Information are beyond its possession or control, then the Confidant must provide full details of where the documents containing the Personal Information or Confidential Information are, and the identity of the person who has control of them.

## **6. Privacy obligations**

- 6.1 The Confidant agrees to abide by the provisions of the *Privacy Act 1988* (Cth), including the Australian Privacy Principles set out in that Act, in respect of both Personal Information and Confidential Information, whether or not it is legally bound to comply with that Act and as if the definition of personal information in that Act includes Confidential Information.

- 6.2 The Confidant agrees to abide by the terms of the [Privacy Policy - Australian Electoral Commission \(aec.gov.au\)](http://aec.gov.au) as amended from time to time.

## 7. Conflict of Interest

- 7.1 The Confidant warrants, to the best of its knowledge, as at the date of this deed, that no Conflict of Interest exists or is likely to arise in its performance of the work associated with the Services except in relation to the following:

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<<Insert details of any Conflict of Interest or otherwise insert 'Not applicable'. Attach additional pages if needed>>

- 7.2 If a Conflict of Interest arises during the course of its work associated with the Services, or appears likely to arise, the Confidant acknowledges that it must:
- (a) immediately notify the AEC in writing of the Conflict of Interest making a full disclosure of all relevant information relating to the Conflict of Interest and setting out the steps it proposes to take to resolve or otherwise deal with the Conflict of Interest; and
  - (b) take such steps as the AEC may reasonably require to resolve or otherwise deal with that Conflict of Interest.
- 7.3 In addition to the Confidant's obligations under clause 7.1 and 7.2, the Confidant agrees to abide by the AEC Conflict of Interest Policy as amended from time to time.

## 8. Intellectual Property Rights and Moral Rights

- 8.1 The Confidant:
- (a) acknowledges that any Agreement Material created under the Deed by the Confidant is created at the direction or under the control of the AEC; and
  - (b) hereby:
    - (i) assigns to the AEC, and, if the Confidant is an organisation or corporate legal entity must ensure its employees or agents assign to the AEC, any Intellectual Property Rights that the Confidant may have in the Agreement Material in accordance with the requirements of the Work Order or Master Agreement; and
    - (ii) in relation to any Moral Rights that the Confidant may have in relation to the Agreement Material, to the extent permitted by Law, consents and, if the Confidant is an organisation or corporate legal entity must ensure its employees or agents (if any) consent, to the Specified Acts.
  - (b) In this clause, Agreement Material, Intellectual Property Rights, Moral Rights and Specified Acts have the same meaning as they have in the Master Agreement.

## 9. Criminal Code Act 1995 (Cth)

- 9.1 The Confidant acknowledges the provisions of Part 10.7 of the *Criminal Code Act 1995* (Cth) which provides for a range of penalties, including imprisonment for an offence against those provisions.
- 9.2 The Confidant acknowledges that:
- (a) section 121.1(1) of the *Criminal Code Act 1995* (Cth) states that the term "Commonwealth officer" includes:
    - (i) an individual who is a contracted service provider for a Commonwealth contract; and
    - (ii) an individual who is an officer or employee of a contracted service provider for a Commonwealth contract and who provides services for the purposes (whether direct or indirect) of the Commonwealth contract

- (b) it is an offence under Part 5.6 of the Criminal Code Act 1995 (Cth) to communicate or otherwise deal with various types of information obtained by reason of being, or having been, a Commonwealth officer or otherwise engaged to perform work for a Commonwealth entity; and
- (c) it is an offence under Division 137 of the Criminal Code Act 1995 (Cth) to knowingly give false and misleading information (in a material particular) to the Commonwealth or its officers or agents.

## 10. Survival

10.1 This deed will survive the termination or expiry of any contract between the AEC and the Confidant.

## 11. Applicable law

11.1 This deed will be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and I agree to submit to the applicable jurisdiction of the Courts of that Territory in respect of all matters arising under, or in relation to, this deed.

# Execution of deed poll

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EXECUTED as a deed poll

SIGNED, SEALED AND DELIVERED by

in the presence of

\_\_\_\_\_  
Name of Confidant

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Signature of Confidant

\_\_\_\_\_  
Signature of witness (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date