



AEC

Australian Electoral Commission

CONTRACT MANAGEMENT PLAN

[insert title of Contract]

Contract number: [insert]

Supplier name: [insert Supplier name]

Approved by:

Contract Manager: [insert Contract Manager name]

..... (Sign and date)

Director Operations/Director/Other: [Update title as required and insert name]

..... (Sign and date)

WHEN TO USE THIS TEMPLATE

A Contract Management Plan (CMP) must be developed for all:

- significant election related Contracts (including MoU's and Deeds of Standing Offer); or
- Contracts valued at or above \$80 000 (GST inclusive); or
- Contracts considered complex or high risk.

Ideally, Contract Managers will begin developing the Contract Management Plan (CMP) during the planning stage of the procurement.

CMPs should be commensurate with the value, risk and complexity of the Contract and must be updated throughout the term of the Contract to ensure it remains accurate and relevant at all times.

Panel Managers should note that it is best practice to complete a CMP for each Service Provider where more than one Deed of Standing Offer applies to a panel arrangement.

COMPLETING THIS TEMPLATE

To prepare this CMP for use:

- **address and delete** all purple drafting notes (including this one) and yellow highlighted notes throughout this document;
- where an item is not applicable to your Contract at that time, mark as '**Not Applicable**' as it may become applicable at some stage during the term of the Contract.
- complete and add any Attachments;
- arrange approval by the appropriate AEC official (eg. owner or manager responsible for delivering the Services); and
- ensure the latest version is attached to the Spending Proposal for auditing purposes.

Further information regarding Contract Management can be found at:

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The ANAO has highlighted the importance for officials undertaking procurement to act ethically through the entire procurement process. Recent ANAO audits have identified examples where entities have conducted procurements for which specific probity issues were identified, or where ethical behaviour fell short of requirements

There are four key ethical considerations when conducting procurements:

- **Probity** — Entities should seek and document independent advice on probity issues, where warranted by the value and risk of the procurement. Officials should consider the advice thoughtfully and document how they have responded to the advice. Officials should also ensure that they receive all contracted services from their probity advisers before paying for these services.
- **Interests** — Identifying and dealing with real and perceived conflicts of interest is essential. Depending on the value and risk of the procurement, an activity-specific interest declaration and management process may be required. Policy and procedures for dealing with gifts, hospitality and conflicts of interest should also be established, and compliance should be monitored before procurement activity begins and throughout the procurement.
- **Equity** — Procurement teams need to deal with potential suppliers, tenderers and suppliers equitably, including through the chosen procurement method. This is assisted by transparent merit-based assessment criteria and non-preferential treatment throughout the procurement process.
- **Compliance** — Officials need to comply with all relevant requirements, including the Commonwealth Procurement Framework and accountable authority instructions for procurement.

Use the AEC Contract Management Checklist [[insert hyperlink](#)] in combination with this template in order to ensure that all of the necessary procurement requirements are met.

Document history

Version	Date	Status	Key changes	Author

Note to drafter: Approval from the appropriate Delegate / Line Manager is only sought for significant changes to the CMP.

Approvals by:			
Version	Name	Role / Position	Date
		Contract Manager	
		Delegate / Line Manager	
		Contract Manager	
		Delegate / Line Manager	

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Contract Management Plan

1. Purpose

This Contract Management Plan (CMP) outlines the key information to manage Contract Number [insert].

The CMP is an essential tool that will assist the Contract Manager to develop a good understanding of the Contract, including the responsibilities of each party to the agreement.

This document establishes systems and processes to ensure that the AEC can; ensure the Service Provider complies with the terms and conditions of the Contract; monitor the performance of both parties; and, ensure that the deliverables negotiated as value for money is delivered for the AEC.

This CMP also ensures potential risks and issues are identified early, with management and mitigation strategies in place.

2. Definitions and interpretation

Note to drafter: Insert any additional definitions required for this Contract Management Plan.

In this CMP, unless the contrary interpretation appears:

- (a) capitalised terms have the same meaning as those given in the Request for Tender (RFT) or Request for Quote (RFQ), Deed of Standing Offer or Statement of Requirements (as the case may be); and
- (b) all other capitalised terms have the following meanings for the purposes of this CMP:

Contract	refers to any contractual arrangement for the provision of Services under which public money is payable or may become payable. The term encompasses deeds of standing offer, work orders, service agreements, memorandums of understanding.
Contract Manager	the AEC official who will manage all aspects of a Contract to ensure successful delivery of Services.
Services	encompasses goods and/or services to be delivered under the Contract.
[insert]	[insert]

3. Overview

3.1 Background

Note to drafter: Briefly detail the Services being provided, how the Contract was established (eg. Open Tender, Panel) and the outcomes and outputs expected.

This section should be detailed enough to allow a person who has not been involved in this Contract to have a clear understanding of the Services being delivered.

3.2 Key details

Description	Details
Title	[insert]
Services	[Insert a high level overview of Services to be provided under the Contract, including the objectives under the contract that were identified for the scope of work under the business case of the original procurement]
Value	[insert]
Commencement date	[insert]
End date	[insert]
Option periods	[insert]
AEC Financial Delegate	[Name]
Contract Manager (AEC)	[Name] [Phone] [Email] [Postal address]
Contract Manager (Service Provider)	[Name] [Phone] [Email] [Postal address]

3.3 Insurances

Insurance type	Insurer	Policy No.	Limit of liability	Expiry Date	Certificate of Currency received
					Y/N
					Y/N
					Y/N

3.4 Personnel

Note to drafter: List any Specified Personnel approved to deliver the Services and whether any privacy and security requirements were sought.

This section can also be adjusted to identify any other personnel that are key in managing day to day delivery of the Services, including alternate Service Provider contacts.

Name	Role	Contact Details	Security Clearance	Deed Poll	AEC Security Pass provided
				Y/N	Y/N
				Y/N	Y/N
				Y/N	Y/N

3.5 Standards

Note to drafter: Include details of any standards (Australian, or in its absence, international) required to deliver the Services, type of evidence provided by the Service Provider to demonstrate compliance and when a compliance check was last conducted.

Standard	Evidence provided	Date compliance check conducted

3.6 [insert]

Note to drafter: Outline any other terms and conditions that vary from the standard terms and conditions and require monitoring. For example, security requirements, warranties, intellectual property, capped liabilities.

3.7 Documents

Note to drafter: List the documents associated with the Contract and the procurement. Include details of where this documentation is being recorded.

4. Transitional arrangements

Note to drafter: If the contract is replacing an existing contract for similar goods or services, you may require a “transition in” plan at the commencement of the contract (where relevant). Similarly, you may need a plan to “transition out” at the end of the contract. These plans detail transition tasks, timeframes, resources, communications, risks and management strategies. It may also include , Commonwealth data disengagement procedures and ownership of data at completion. If the transition arrangements are complex, you may need to develop a separate written transition plan considering the contractual obligations under both the old and new contracts.

Contract Managers must actively manage the transition to the new Contract, particularly where there is a new Service Provider. Consider how stakeholders will be impacted? How will the transition be managed? What transitional tasks need to be addressed? What artefacts are to be delivered or returned to the AEC and in what timeframe? Additional guidance can be found in the [Commonwealth Contract Management Guide](#).

Where Transition Plans have been provided by the Service Provider, these can be included as an Attachment.

4.1 Transition in

4.2 Transition out

5. Responsibilities

Note to drafter: Insert details of the contractual obligations for both the AEC and the Service Provider. This may include specific milestones or deliverables. Information in this section should include any requirement on content and format of any documents. Adjust table/s as required to meet the Services included within the Contract such as quantities or locations.

AEC Obligations

Milestone / deliverable	Responsibility	Due date
(eg. Provide content or specifications for Stage 1 to Service Provider)	(John Smith)	(XX/XX/XX)
(eg. Provide the Service Provider with AEC SOP's and policies the Service Provider must comply with.)	(John Smith)	(XX/XX/XX)

Service Provider Obligations

Milestone / deliverable	Responsibility	Due date
(eg. Provide proof of concept for Stage 1 to AEC Contract Manager for approval)	(Supplier POC)	(XX/XX/XX)
(eg. Delivery of end user workshops including return of attendee feedback forms)	(Supplier POC)	(No later than XX/XX/XX)

Milestone / deliverable	Responsibility	Due date

6. Pricing model

Description	Details
Value	[Insert the total value of the Contract]
Pricing	[Outline the fees or rates for the Services or insert as an Attachment]
Pricing adjustment	[Outline the agreed mechanism for adjusting the fees or rates during the term of the Contract, and detail on the frequency] <i>Eg. Annual increase to apply in accordance with CPI.</i>
Fee Credits	[If a Service Level Agreement applies, outline any fee credits or insert as an Attachment]
Payments	[Insert details of invoicing arrangements] <i>Eg. Payment of the total value of the Contract will be made within 30 days upon acceptance of all deliverables.</i> [Outline any milestone/deliverable payments or include as an Attachment]
Validation	[Insert detail of the validation strategies and processes you will use in order to confirm payment of the submission of a correctly rendered invoice.]
Monitoring financial expenditure	[Insert detail of the process you will use in order to monitor the financial expenditure against this Contract. A contract management expenditure tracker is available to assist contract managers to keep track of expenditure.] <i>Eg. Financial expenditure will be monitored through a spreadsheet that will be updated with acceptance of each correctly rendered invoice.</i>

7. Monitoring progress

7.1 Performance

Description	Details
Performance monitoring	[Outline how the performance of the Service Provider will be measured and monitored. For example, does the Contract contain Key Performance Indicators or Service Level Agreement? Insert as an Attachment if necessary. This section should also outline how you will monitor the Service Levels when you are not the end user. This may include utilising the end users through various means to gain required information.] <i>Eg. End users will be required to report to State / National Office on the delivery of Services in accordance with Service Levels (eg. timeliness). This will be managed by providing end users detail on the Service expectations. Although critical issues</i>

Description	Details
	<i>should be escalated on a case by case basis for resolution, all end users are required to report on Service delivery post the event using a simple template provided.</i>
Site inspections	[Outline any site inspections or visits required, including the purpose, what you will be checking and frequency.]
Quality assurance	[Outline any quality assurance processes, requirements for AEC sign off or acceptance testing.]
Issues	[Outline how you will manage under performance or disputes. If necessary, create an issues log as an Attachment.]
Escalation process	<p>[Outline the escalation process for dispute resolution. This may include escalation points within the AEC as well as within the Service Provider organisation.]</p> <p><i>Eg. Performance issues will initially be raised in writing with the Service Provider Contract Manager on an as required basis, and as a regular item in monthly Contract meetings. A timeframe for resolution will be negotiated with the Service Provider, and they will be required to report on progress. In the event the issue is not resolved through this process, issues will be escalated to the Director Operations for negotiation with the Service Provider (include escalation position.</i></p> <p>[Where Work Orders are issued under a panel arrangement, the AEC Panel Manager should be included as an escalation point if required, after initial attempts to resolve issues have been unsuccessful. As an example, the escalation process in this scenario may be Contract Manager → Director Operations → AEC Panel Manager.]</p>
Termination Triggers	<p>[AEC templates include general termination for default clauses. It is suggested that this section include any specific termination triggers that are included in the Contract. This may include Service Levels with Termination Triggers, or mandatory Service Delivery requirements.]</p> <p><i>Eg. A Service milestone with in-built termination triggers.</i></p>
Work Health Safety	[The AEC must ensure that the work health and safety of workers engaged by the AEC under contracts; and the safety of products the AEC procures and supplies to others. Entering into contracts creates shared WHS legislative duties for the AEC and the other party to the contract. Detail the WHS considerations relevant to your contract and how this will be managed and monitored. If you require assistance in understanding your obligations and how to address them – please contact the AEC WHS Section.]
AEC Ballot Paper Handling Policy	<p>[Is the AEC Ballot Paper Handling Policy relevant to this Contract? If so, list what actions will be taken to ensure compliance. This may include; checking CCTV is operational; confirming secure storage is available; and/or meeting with the Service Provider to discuss the policy etc.]</p> <p>This section can also be adjusted to identify any AEC policy identified in the Contract as a requirement for the Service Provider to comply with. You should include information on how you will be monitoring this compliance.]</p>
Political Neutrality	[AEC templates include clauses relating to Political Neutrality. It is suggested that this section include guidance not to jeopardise the AEC’s political neutrality by any act or omission; and not associate the AEC in any way with any political activity that they undertake (including in relation to a plebiscite or referendum)].

7.2 Reporting

Note to drafter: Include details of any reports to be submitted by the Service Provider.

Report	Purpose	Frequency	Method	Format
(eg. Service Levels)	(to report on compliance with Service Levels)	(Monthly)	(Email and incorporated into monthly Contract meeting)	(Excel, CSV, PDF)

7.3 Meetings

Note to drafter: Include details of any meetings to be held between the AEC Contract Manager and Service Provider Contract Manager. Regular meetings with any other stakeholders such as AEC committees can also be listed here.

This section can also detail any meetings you will chair between Service Providers with intersecting contract deliverables (e.g. Ballot Material Printing Service Provider and the Logistics Service Provider who will be attending the printing premise for collection of material).

Meeting	Purpose	Attendees	Frequency	Method
(eg. Contract meeting)	(To regularly monitor Contract delivery and performance)	(Contract Manager, Service Delivery Manager etc.)	(Monthly)	(In person – at AEC site)

8. Risk Management

The overall residual risk rating for this Contract has been assessed as [insert].

A Contract Risk Assessment has been completed and is provided at Attachment X.

9. Stakeholder and Communication Management

Note to drafter: Include the detail of any stakeholders to the products/services delivered through this Contract. Adapt the table as required to meet your needs.

Important: You should include as key stakeholders any Service Providers with intersecting Contract deliverables. As an example, a Contract for the provision of printing ballot materials should include as a key stakeholder the logistics provider who is collecting the ballot material from the printing location, as the deliverables under these two contracts are operationally linked.

The identification of Key Stakeholders should then inform the development of a Stakeholder and Communication Plan at Attachment B. The Stakeholder and Communication Plan should include detail on how you will manage information relevant to intersecting Contracts.

Ensure continuity arrangements for the contract in the event of staff departures or internal AEC management, including through s22 updates.

In the event the contract needs to be novated, there should be clear expectations set with the supplier to ensure that the AEC is advised and can action appropriately with AEC Legal.

Key Stakeholders to the Contract deliverables			
Name	Branch/Organisation	Role and relation to the Contract	Contact details
Internal stakeholders			
External stakeholders			

*Eg. Stakeholder management will be achieved through a variety of mechanisms including reporting and regular and informal meetings as already noted in this CMP. Additionally, communication strategies will be utilised to build and maintain relationships, mitigate issues and complete consultation during the course of the Contract. These are detailed in the Stakeholder and Communication Plan at **Attachment X**.*

The Stakeholder Communication Plan is provided at **Attachment X**.

10. Variations and extensions

10.1 Variations

Note to drafter: List the requirements that need to be met to implement a variation. This should be consistent with provisions in the Contract. Note that variations must not significantly change the requirements of the Contract, or a substantial part of the original Contract. Furthermore, any proposed variations should be assessed to ensure that they will continue to offer value for money to the AEC and do not breach the CPRs.

A register of variations and extensions is provided at **Attachment X**.

10.2 Extensions

Note to drafter: Outline the provisions of any extension options included in the Contract.

Outline what will be considered before taking an option to extend the Contract. This may include; whether the extension represents value for money; the impact of not extending the Contract; approvals for increased expenditure etc.

Note: Variations to increase the scope of the original work or to include new extension options that may increase the scope of the Contract, are not allowed except in very limited circumstances. Proceeding without legal advice may result in a breach of the Commonwealth Procurement Rules.

A register of variations and extensions is provided at **Attachment X**.

11. Contract completion and Review

Note to drafter: Preparing for completion of the Contract should commence prior to expiry and as part of the CMP.

In accordance with the Checklists for Contract Completion and Evaluations, outline the requirements and actions to undertake for this Contract.

Refer to the AEC Contract Evaluation Template

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² The red box has been added with the aim of addressing the ANAO Procurement and Contract Management Audit Insights. As the ANAO have highlighted accurate record keeping as important in their audits, it is key for AEC personnel to make sure these areas are always addressed thoroughly. The expected ethical behaviours are discussed in the CPRs, the Australian Public Service values and code of conduct established under the Public Service Act 1999 and the general duties of officials established under the Public Governance, Performance and Accountability Act 2013.

The CPRs mandate that entities maintain appropriate documentation for each procurement in a way that reflects the scale, scope and risk of the procurement. This is a fundamental element of accountability and transparency in procurement.

ANAO performance audits routinely find that entities have not complied with these requirements in some way.

- The procurement documentation should stand on its own as a record of a procurement process, from start to finish.
- There should be a fit-for-purpose contract management plan established before a contract is signed. A contract management plan can be drafted once the contract terms are largely settled. The contract management plan can then be considered by the delegate when deciding whether to sign the contract.
- A formal contract or work order should be in place before work commences.
- Records must be retained in accordance with the Archives Act 1983.
- Entities required to report on AusTender must publish parent contracts and amendments if they are valued at or above the relevant reporting threshold. AusTender reporting is essential to ensure that the APS gets the full benefit of the data available, including to measure procurement performance and establish benchmarks to inform improvements, incentivise suppliers to perform better and be able to hold vendors to account for poor performance.

Attachment X – [insert title]

Note to drafter: Insert any other attachments referred to throughout this CMP relating to aspects of the Contract you wish to monitor. For example, fees, pricing, milestone payments, fee credits or service levels.

Attachment X – Risk Management (Please refer to the AEC Risk Framework)

1.1 Risk Assessment

Note to drafter: In accordance with paragraph 8.3 of the Commonwealth Procurement Rules, procurement security risk should be considered and managed in accordance with the [Australian Government's Protective Security Policy Framework](#).

Identified risk	Who	Inherent risk rating	Current controls	Residual risk rating	Risk Treatment	Risk Owner/s & Risk Actionee /s
Identify the activity/task/hazard and its identified cause and effect	Identify who may be affected by the identified risk	Rating of the identified risk before any current controls are applied	Identify the measures in place to reduce the likelihood of the identified risk.	Rating of the identified risk following implementation of the current controls	Additional measures to reduce risk to tolerable level? Mandatory for risks with a residual rating of High/Extreme.	Identify who is accountable for managing risk (Owner), and who is responsible for implementing treatment (Actionee).
Overall residual risk rating	Note to drafter: use the highest identified residual risk rating (eg. if you have 3 low risks and 1 medium risk, the overall residual risk rating will be medium).					

1.2 Examples of possible risks

Procurement or Contract Management
Insufficient: funding; resources (e.g. personnel); time to conduct the procurement.
Inappropriate procurement method selected.
Contract Management
Goods damaged during transport.
Service Provider: not providing Services in accordance with the timeframes specified in the Contract; not meeting milestones; not meeting user acceptance testing.
Contracts with contingent liabilities
An event occurs that triggers a contingent liability in the contract, resulting in the AEC assuming liability for any damages, expenses or losses of the Service Provider and/ or a third party. For example: <ul style="list-style-type: none"> • infringement of intellectual property rights; • loss, damage or destruction of data, materials goods or property; or • disclosure of commercial in confidence or personal information.
An event occurs that triggers a contingent liability in the contract, resulting in the AEC assuming liability for injury or death caused by the Service Provider and/or a third party. For example, failure to: <ul style="list-style-type: none"> • comply with the work health and safety requirements set out in legislation; • comply with the terms of the contract and/or any reasonable direction of the AEC; or • adequately maintain plant and equipment.
Failure to comply with the terms of the Contract and /or any reasonable direction of the AEC impacts on the delivery of the goods or services or delivery of an electoral event.
Vehicle hire
AEC official injured as a result of an accident or damage to the vehicle.
Election-related material lost, stolen or damaged during transport in vehicle.
Non-election premises
Public or AEC officials injured at the premises.
Premises damaged during the term of the lease arrangement.
Loss or damage to AEC equipment or materials.

Attachment X – Stakeholder Communications Plan

Objective	Method	Frequency	Stakeholders	Owner	Outcomes / Outputs
<i>What needs to be communicated to stakeholders?</i>	<i>How will you communicate the message?</i>	<i>How often will you communicate this message?</i>	<i>Who are the relevant stakeholders that need to know this information?</i>	<i>Who is responsible for sharing this message?</i>	<i>What are the expected outcomes or outputs of the communication?</i>
<i>(eg. Detail on Service delivery requirements – Service Levels for timeliness)</i>	<i>(Email)</i>	<i>(Upon commencement of Contract and monthly in accordance with Contract monitoring processes)</i>	<i>(End users; DRO's, State Office Staff, etc)</i>	<i>(Contract Manager)</i>	<i>(Clear understanding of the Service delivery requirements under the Contract by the end users.)</i>
<i>(eg. Timeframes/ schedule for completion and collection of printed material)</i>	<i>(Email, Telephone)</i>	<i>(On confirmation of the Schedule, and as any changes occur)</i>	<i>(Logistics Provider, DRO's, State Office)</i>	<i>(Contract Manager/Director Operations)</i>	<i>(Coordinated and seamless delivery of operational activity for intersecting Contracts.)</i>

Attachment X – Register of variations and extensions

Variation No.	Date executed	Relevant clause/s / item/s	Summary of changes	Status/comments
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Attachment X – Register of issues

Issues No.	Date registered	Type of issue and relevant contract reference	Description	Status/comments (strategies to manage)