

DRAFT

CONTRACT

NUMBER: CONS07/0653

BETWEEN

COMMONWEALTH OF AUSTRALIA

REPRESENTED BY THE CHIEF EXECUTIVE OFFICER OF CENTRELINK

AND

XXXXXXXX

ABN: XXXXXXXX

**FOR THE PROVISION, RECRUITMENT AND MANAGEMENT
OF SESSIONAL INTERPRETERS**

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CONTRACT

PARTIES

THE COMMONWEALTH OF AUSTRALIA represented by the Chief Executive Officer of Centrelink of PO Box 7788 Canberra BC ACT 2610

('Centrelink')

AND

XXXXXXXX (ABN: **XXXXXXXX**) of **XXXXXXXX**

('the Contractor')

INTRODUCTION

- A Centrelink requires the provision of a national sessional interpreter service (**Services**).
- B The Contractor has fully informed itself of all aspects of the work required to be performed and has submitted a proposal for the provision of the Services.
- C Centrelink has agreed to appoint the Contractor on the terms and conditions of this Contract.
- D Centrelink is included within the portfolio of the Minister for Human Services and is obliged as a matter of policy to facilitate the use of its contracts by the Department of Human Services and other DHS Agencies.

IT IS AGREED

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

1.1. In this Contract unless the contrary intention appears:

'Address for Service' means the relevant address specified in Schedule 1, Item 7 for Centrelink and the Contractor respectively, as varied from time to time by written notice by the relevant party;

'Agency' has the meaning specified in the *Financial Management and Accountability Act 1997*;

'Attachment' means an attachment to this Contract;

'Australian Accounting Standard' means:

- (a) an instrument in force under section 334 of the *Corporations Act 2001 (Cwlth)*; or

(b) a provision of such an instrument as it so has effect.

'Business Day' means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment to be made;

'Centrelink' means the Agency established by section 6 of the CSDA Act;

'Centrelink Material' means any material;

- (a) owned by Centrelink; or
- (b) which Centrelink has or acquires a licence to use; and
- (c) which is provided by Centrelink to the Contractor for the purposes of this Contract, including, but not limited to, Confidential Information, documents, equipment, software, goods, information or data stored by any means;

'Commencement Date' means the date specified in Item 1 of Schedule 1;

'Commonwealth' or **'Cwth'** means the Commonwealth of Australia;

'Commonwealth Minister' means the Minister of State or a Parliamentary Secretary performing responsibilities with respect to Centrelink;

'Commonwealth Procurement Guidelines' means the guidelines issued under Regulation 7 of the Financial Management and Accountability Regulations;

'Completion Date' means the date specified in Item 4 of Schedule 1;

'Confidential Information', in relation to a Party, means:

- (a) information that is by its nature confidential;
- (b) information that a Party knows or ought to know is confidential; and
- (c) the information described in Schedule 4;

and, in the case of Centrelink, includes:

- (a) Personal Information; or
- (b) Protected Information;

'Contract' means this agreement and includes any Schedules or Attachments;

'Contract Manager' means the person holding, occupying or performing the duties of the position or functions specified in Item 6 of Schedule 1 or any other position or function specified by Centrelink for the purposes of this Contract;

'Contract Materials' means any material brought into existence as part of, or for the purpose of performing the Services, or as an outcome of the Services and includes but is not limited to documents, equipment, information or data stored by any means;

'Contractor' includes where the context allows, the Staff of the Contractor;

'Contractor Material' means any material which the Contractor;

- (a) owns as at the Commencement Date; or
- (b) has or acquires a right or licence to use; and
- (c) which is used by the Contractor for the provision of the Services;

'CSDA Act' means the *Commonwealth Services Delivery Agency Act 1997*;

'Customer' means a customer of Centrelink;

'Department' means an agency within the meaning of the *Public Service Act 1999 (Cwlth)*;

'Department of Human Services' or 'DHS' means the Department administered by the Commonwealth Minister;

'DHS Agency' means:

- (a) an Agency within the meaning of the *Financial Management and Accountability Act 1997 (Cwlth)*; or
- (b) a Commonwealth authority within the meaning of the *Commonwealth Authorities and Companies Act 1997*; or
- (c) a Commonwealth company within the meaning of the *Commonwealth Authorities and Companies Act 1997*,

that is administered by the Commonwealth Minister;

'E-mail' means electronic mail which is:

- (a) addressed to a recipient at an electronic address compatible with the Internet or other electronic data interchange system agreed in writing by the parties;
- (b) sent by a system which records the fact of dispatch and the contents of the electronic mail;
- (c) despatched with a requirement for an electronic receipt of delivery; and
- (d) authenticated with an electronic signature which indicates the identity of the author of the electronic mail in

accordance with the system used to create and dispatch the electronic mail,

and includes any other electronic document sent as an attachment to the electronic mail;

'Fees' means the amount or amounts to be paid by Centrelink to the Contractor for the provision of the Services, as specified in clause 5 and Item 1 of Schedule 3;

'GST' means a tax in the nature of a supply or goods and services tax levied or imposed by the Commonwealth of Australia including a tax levied or imposed by:

- (a) *A New Tax System (Goods and Services Tax Imposition - Customs) Act 1999 (Cwlth)*;
- (b) *A New Tax System (Goods and Services Tax Imposition - Excise) Act 1999 (Cwlth)*; or
- (c) *A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (Cwlth)*.

'Information Privacy Principles' means the information privacy principles set out in section 14 of the *Privacy Act 1988 (Cwlth)*;

'Intellectual Property' means all know-how, copyright, and all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered designs, and circuit layouts, confidential information, trade secrets and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

'Instrument Of Acceptance' means an instrument in the form of Schedule 5;

'Invoice' means an invoice for Services submitted in accordance with clause 7.1;

'Law Society' means the law society, however it is called, for the state or Territory specified in clause 46.

'Material' includes Contract Material and Contractor Material;

'Moral Rights' means the right of attribution, the right against false attribution and the right of integrity of authorship as defined in the *Copyright Act 1968*;

'PAYG' means the comprehensive system for reporting and paying income tax instalments (such as company tax and provisional tax) and withholding obligations (such as group tax) administered by the Australian Taxation Office;

'Personal Information' means:

- (a) information or an opinion (including information or an opinion forming part of a database), about a person that is

or was held by an Agency or Centrelink, whether true or not, and whether recorded in material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion; or

- (b) information that an Agency or Centrelink does not hold any records about a person,
- (c) which is protected by the *Privacy Act 1988*;

'Protected Information' means information or an opinion (including information or an opinion forming part of a database) which is protected by any provision of an Act, regulation or other legislative instrument which requires secrecy or confidentiality in dealing with information which is part of this Contract, including but not limited to:

- (a) sections 70 and 79 of the *Crimes Act 1914*;
- (b) sections 476.1 to 478.4 inclusive of the *Criminal Code (Cwlth)*;
- (c) section 122U and sections 351 to 353 inclusive and sections 357 to 360 inclusive of the *Student Assistance Act 1973*;
- (d) sections 202 to 206 inclusive of the *Social Security (Administration) Act 1999*; and
- (e) sections 162 to 165 inclusive and section 170 of *A New Tax System (Family Assistance) (Administration) Act 1999*;

'Schedule' means a schedule to this Contract;

'Services' means the services to be performed by the Contractor as described in Schedule 2;

'Specified Personnel' means the personnel specified in Item 3 of Schedule 1;

'Staff' means a party's employees, agents, contractors or advisors or statutory office holders engaged in the performance or management of this Contract;

'Term' means the term of this Contract as specified in clause 3;

'Third Party Interest' means any legal or equitable right, interest, power or remedy in favour of any person other than Centrelink or the Contractor in connection with the Contract, including, without limitation, any right or possession, receivership, control or power of sale, and any mortgage, charge, security or other interest.

2. INTERPRETATION

2.1. Reference to:

- (a) **'Centrelink'** refers to the Commonwealth represented by the Commonwealth Services Delivery Agency established under the Commonwealth Services Delivery Agency Act 1997 which uses 'Centrelink' as its operating name;
- (b) one gender includes the other;
- (c) the singular includes the plural and vice versa;
- (d) a person includes a body corporate;
- (e) a party includes the party's executors, administrators, successors and permitted assigns;
- (f) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision;
- (g) money is to be Australian dollars, unless otherwise stated;
- (h) time is to be Australian Eastern Standard Time, unless otherwise stated.

- 2.2. **'Including'** and similar expressions are not words of limitation.
- 2.3. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 2.4. Headings are for convenience only and do not form part of this Contract or affect its interpretation.
- 2.5. A provision of this Contract must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Contract or the inclusion of the provision in the Contract.
- 2.6. If a Service or an act must be done on a specified day, which is not a Business Day, it must be done instead on the next Business Day.
- 2.7. If a party consists of more than 1 person, this Contract binds each of them separately and any 2 or more of them jointly.
- 2.8. An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- 2.9. A party which is a trustee is bound both personally and in its capacity as a trustee.
- 2.10. To the extent that there is an inconsistency between a provision in any of the documents comprising the Contract and another provision in any of them or

between a provision in any of these documents and a provision in any other document referred to in any of them:

- (a) a specific provision takes precedence over a general provision; and
- (b) otherwise, to the extent necessary to resolve the inconsistency, the following order of precedence applies:
 - (i) clauses 1 to 46;
 - (ii) the Schedules;
 - (iii) any Annexures.

DURATION

3. TERM

- 3.1. Unless previously terminated in accordance with clauses 33 or 34, the Term commences on the Commencement Date and terminates on the Completion Date.
- 3.2. The parties may by written agreement vary the Completion Date to allow for completion of the Services.

4. OPTION TO EXTEND

- 4.1. Centrelink may, at its option, extend the Term for the further period specified in Item 5 of Schedule 1 on the same terms and conditions as this Contract except for the Fees.

INVOICING AND PAYMENT

5. FEES

- 5.1. The total amount of Fees payable to the Contractor (excluding expenses as set out in clause 6) is the amount set out in Schedule 3.

6. ALLOWANCES

- 6.1. Centrelink will only reimburse the Contractor for any travel, accommodation and associated expenses if those expenses:
 - (a) are approved in writing by the Contract Manager before any cost has been incurred; and
 - (b) do not exceed Centrelink's Non-SES travel and accommodation rates, as amended from time to time.

7. INVOICES

- 7.1. The Contractor must submit Invoices to the Contract Manager at the times specified in Item 2 of Schedule 3. Each Invoice must specify:
 - (a) the part of the Services to which the Invoice relates and

- (b) any other information required by Centrelink.
- 7.2. If requested by Centrelink to do so the Contractor must provide documentary evidence for the amounts claimed.
- 7.3. Provided that the Contractor submits Invoices in the form referred to in clause 7.1 Centrelink must pay the Contractor within 30 days of receiving the Invoice.
- 7.4. If Centrelink disputes an Invoice, Centrelink:
- (a) must pay the undisputed part of the Invoice; and
 - (b) may withhold payment of any disputed amount until the matter is resolved.

8. GST INCLUSIVE PRICES

- 8.1. The Fees have been calculated having regard to GST and reflect the GST-inclusive market value of any supply made under this Contract. The Contractor is not entitled to recover any additional amount on account of GST from Centrelink.
- 8.2. The Contractor must issue a tax invoice to Centrelink in respect of each payment of the price at or before the time that payment is due.
- 8.3. The Contractor warrants that the amounts referred to in any tax invoice given by it to Centrelink correctly reflects the GST payable on the relevant supply.

9. REIMBURSEMENT

- 9.1. If the party reimburses another for any expense incurred in connection with supplies made under this Contract, the amount payable will equal the cost of the expense less the input tax credit claimed in connection with that expense.

10. ELECTRONIC PAYMENT

- 10.1. The Contractor acknowledges that Centrelink's method of payment will be by electronic funds transfer direct to the Contractor's bank account.
- 10.2. During the Term the Contractor must maintain a Contractor's bank account for the purpose of receiving electronic funds transfer by way of payment by Centrelink under the Contract.
- 10.3. Unless the contrary is shown, payment will be deemed to have been made on the date Centrelink instructs its bank that funds are to be transferred.
- 10.4. Centrelink must forward a remittance advice to the Contractor when it instructs its bank to make an electronic funds transfer to the Contractor.
- 10.5. The Contractor warrants that the payment details of the Contractor's bank account as may be notified from time to time are true and correct.

- 10.6. The Contractor must notify Centrelink of a change of the Contractor's bank account no later than 14 days before a payment by Centrelink is due ('the Cut-off Date').
- 10.7. Centrelink will not be liable to make any additional or interim payments where details of the Contractor's bank account are:
- (a) incorrectly notified by the Contractor; or
 - (b) notified under clause 10.6 after the Cut-Off Date for that payment.
- 10.8. Centrelink will use its best endeavors to trace any payment directed by it to the Contractor's bank account which miscarries and ensure that the amount of the payment is promptly credited after the miscarriage of the payment comes to its attention.

PROVISION OF THE SERVICES AND RESPONSIBILITIES OF THE CONTRACTOR

11. PROVISION OF THE SERVICES

- 11.1. The Contractor:
- (a) warrants that it has the requisite skills, qualifications and experience to perform the Services;
 - (b) must:
 - (i) provide the Services to Centrelink;
 - (ii) offer to provide the Services to each DHS Agency.
- 11.2. In providing the Services, the Contractor must:
- (a) liaise with and report to the Contract Manager as provided for in clause 13.1; and
 - (b) subject to clause 3.2, complete the Services to Centrelink's satisfaction by the Completion Date.

12. RESPONSIBILITIES OF CONTRACTOR

- 12.1. Without limiting any other provision of this Contract, the Contractor must at all times during its engagement:
- (a) be just and faithful in all transactions relating to Centrelink and show the utmost good faith in performing the Services;
 - (b) give to Centrelink a just and faithful account of those transactions and also upon every reasonable request give a full and correct explanation of them to Centrelink; and
 - (c) not at any time intentionally do anything which directly or indirectly may impair or be likely to impair the good name and reputation of Centrelink or its operations.

- 12.2. The Contractor must carry out its obligations under this Contract and provide the Services at all times in a professional manner.

13. CONTRACT MANAGER

- 13.1. The Contractor must liaise with and report to the Contract Manager in the manner and at the times specified in Item 9 of Schedule 1.
- 13.2. The Contractor must nominate a person who has authority to receive and sign notices and written communications for the Contractor under this Contract and accept any request or direction in relation to the Services. The Contractor may vary this nomination by written notice.

14. ACCESS TO CONTRACTOR PREMISES

- 14.1. The Contractor must give the Contract Manager and/or persons nominated by the Contract Manager, reasonable access to the premises where the Services are being undertaken to inspect the performance of the Services and any Centrelink Material, Contract Materials or other material relevant to the Services.

15. SPECIFIED PERSONNEL

- 15.1. Subject to this clause 15, the Contractor must ensure that only the Specified Personnel perform the Services.
- 15.2. If the Specified Personnel are unavailable, the Contractor must:
- (a) notify Centrelink immediately; and
 - (b) if requested by Centrelink, provide suitably qualified replacement personnel acceptable to Centrelink:
 - (i) at no additional cost to Centrelink; and
 - (ii) at the earliest opportunity to ensure that the Completion Date is not adversely affected.
- 15.3. At its sole discretion, Centrelink may require the Contractor to remove any Specified Personnel from the performance of the Services. The Contractor must, upon receipt of such notice, and at its own cost, promptly arrange for the removal of the personnel and for their replacement with personnel acceptable to Centrelink.
- 15.4. If the Contractor is unable to provide replacement personnel, acceptable to Centrelink within a reasonable time, Centrelink may terminate the Contract in accordance with clause 34.

16. SUBCONTRACTING

- 16.1. The Contractor must not subcontract any part of the Services without Centrelink's prior written approval.
- 16.2. If the Contractor enters into any sub-contract under this Contract, the sub-contract arrangement must contain a provision requiring the sub-contractor to comply with the Contractor's privacy obligations set out in clause 26.

- 16.3. In approving the subcontracting of the Services, Centrelink may, in its absolute discretion, impose any terms or conditions to that approval.
- 16.4. Notwithstanding any subcontract, the Contractor remains fully responsible for performing its obligations under the Contract.
- 16.5. The Contractor must not enter into a sub-contract arrangement under this Contract with a subcontractor named by the Director of Affirmative Action as an employer not complying with the *Equal Opportunity for Women in the Workplace Act 1999*.

17. EMPLOYEE ENTITLEMENTS

- 17.1. The Contractor is responsible for ensuring the adequacy of any workers' compensation for its Staff employed in the provision of the Services including the Specified Personnel and is responsible for the payment of any sick pay, holiday pay, PAYG, fringe benefit tax, payroll tax, superannuation and other statutory charges. The Contractor may not recover any of these amounts from Centrelink.
- 17.2. If any fine, penalty or other charge is imposed on Centrelink as a result of the non-compliance with clause 17.1, the Contractor indemnifies Centrelink in respect of that fine, penalty or other charge.

18. NEGATION OF EMPLOYMENT PARTNERSHIP AND AGENCY

- 18.1. The Contractor must not represent itself, and must ensure that its Staff do not represent themselves, as being employees, partners or agents of Centrelink.
- 18.2. The Contractor must not by virtue of this Contract be or for any purpose be deemed to be an employee, partner or agent of Centrelink.

19. CONTRACT MATERIALS

- 19.1. Ownership of all Contract Materials vests in Centrelink on creation.
- 19.2. The Contractor must execute all documents and do all acts and things required by Centrelink to give effect to clause 19.1.

INTELLECTUAL PROPERTY

20. EXISTING INTELLECTUAL PROPERTY

- 20.1. This Contract does not assign the Intellectual Property of either party existing as at the Commencement Date.
- 20.2. Neither party may assert ownership of any part or all of the other party's Intellectual Property existing as at the Commencement Date.

21. INTELLECTUAL PROPERTY IN CONTRACT MATERIAL

- 21.1. The Contractor transfers to Centrelink all title to and assigns to Centrelink all Intellectual Property rights in the Contract Material created by the Contractor in the course of providing the Services.

- 21.2. The Contractor must do all things necessary (including where requested by Centrelink, ensuring that an approved subcontractor or other person enters into a deed of assignment with Centrelink in respect of the Intellectual Property rights mentioned in clause 21.1) to confirm that ownership of those Intellectual Property rights passes to Centrelink on the date the Intellectual Property rights were created.

22. PROTECTION OF CENTRELINK'S RIGHTS

- 22.1. The Contractor must not at any time do anything or cause anything to be done that would prejudice Centrelink's right, title and interest in any of Centrelink's Intellectual Property rights.

23. LICENCE OF CONTRACTOR MATERIAL

- 23.1. The Contractor grants to Centrelink a worldwide, non-exclusive, royalty free and irrevocable licence to use, reproduce, maintain, support and modify all Contractor Material solely in connection with the conduct of Centrelink's operations.
- 23.2. The licence granted in clause 23.1 will take effect on the date on which the Contractor Material is first used by the Contractor to perform the Services without the need for the parties to effect any further documentation.

MORAL RIGHTS

24. MORAL RIGHTS

- 24.1. To the extent permitted by applicable laws and for the benefit of Centrelink the Contractor:
- (a) consents to the use by Centrelink of the Material for the Specified Acts even if the use may otherwise be an infringement of the Contractor's Moral Rights; and
 - (b) must use its best endeavours to ensure that each author of the Material (including any personnel of the Contractor and any sub-contractors) consents in writing to the use by Centrelink of the Material for the Specified Acts even if the use would be an infringement of their Moral Rights.
- 24.2. In this clause 24, the 'Specified Acts' are:
- (a) failure to identify the authorship of any Material, or any content of the Material (including without limitation literary, artistic, dramatic and musical works and cinematographic films as defined by the *Copyright Act 1968*);
 - (b) materially altering the content, format, colours, layout or style of any Material;
 - (c) reproducing, communicating, adapting, publishing or exhibiting any Material without attributing the authorship; and
 - (d) adding any additional content or information to any Material.

PROTECTION OF INFORMATION

25. SECURITY

- 25.1. The Contractor must ensure that all Centrelink Material held by the Contractor for the purposes of this Contract are protected at all times from:
- (a) unauthorised access or use;
 - (b) use by a third party; and
 - (c) misuse, damage or destruction by any person.
- 25.2. When using Centrelink's premises the Contractor must ensure that its Staff, including the Specified Personnel, comply with Centrelink's procedures and directions relating to safety and security in effect at those premises, including occupational health and safety requirements.

26. PRIVACY

- 26.1. Subject to clause 28, in performing the Services, the Contractor must:
- (a) collect, use and disclose Personal Information only to the extent necessary to perform the Services;
 - (b) take all reasonable steps to ensure that Personal Information in its possession or control in connection with this Contract is protected against loss and unauthorised use, access, modification or disclosure;
 - (c) comply with, and at all times act in a manner consistent with the Information Privacy Principles including:
 - (i) developing systems and procedures to enable the Contractor to comply with the Information Privacy Principles; and
 - (ii) maintaining records of the Personal Information held by the Contractor in connection with the Contract;
 - (d) ensure that its employees, agents and subcontractors and any other person who may have access to Personal Information, held by the Contractor is aware of and undertakes to act in a manner consistent with the Information Privacy Principles;
 - (e) refrain from any action which would result in Centrelink being in breach of the Privacy Act 1988, or which would be likely to be considered a breach of the Act had the action been undertaken by Centrelink;
 - (f) cooperate with demands or enquiries made by the Privacy Commissioner; and
 - (g) comply as far as practical with any reasonable direction by the Contract Manager to observe any recommendation of the Privacy Commissioner relating to any behaviour of the Contractor that the Privacy Commissioner considers a breach of the *Privacy Act 1988* or this clause.

27. HANDLING OF COMPLAINTS

- 27.1. Complaints alleging an interference with the privacy of an individual related to the Services will be dealt with as follows:
- (a) where Centrelink receives a complaint, it will immediately notify the Contractor and provide sufficient details for the Contractor to minimise the breach or prevent further breaches of any obligations of confidentiality;
 - (b) where the Contractor receives a complaint it must immediately notify Centrelink of the complaint but must not release to Centrelink Confidential Information concerning the complainant without that person's permission.
- 27.2. If the Contractor fails to remedy any breach of its obligations of confidentiality within 14 days of:
- (a) a notice from Centrelink under clause 27.1(a) ; or
 - (b) receiving a complaint under clause 27.1(b),

Centrelink may immediately terminate the Contract in accordance with clause 34.

28. CONFIDENTIAL INFORMATION

Confidential Information not to be disclosed

- 28.1. Subject to clause 28.5, a Party must not, without the prior written consent of the other Party, use or disclose any Confidential Information of the other Party.
- 28.2. In giving written consent to use or disclose Centrelink's Confidential Information, Centrelink may impose such conditions as it thinks fit, and the Contractor agrees to comply with these conditions.

Written undertakings

- 28.3. Centrelink may at any time require the Contractor to arrange for:
- (a) its Staff; or
 - (b) any person with a Third Party Interest;
- to give a written undertaking in the form of a deed relating to the use and non-disclosure of Centrelink's Confidential Information.
- 28.4. If the Contractor receives a request under clause 28.3, it must promptly arrange for all such undertakings to be given.

Exceptions to Obligations

- 28.5. The obligations on the parties under this clause 28 will not be taken to have been breached to the extent that Confidential Information is disclosed for one or more of the following:
- (a) by a Party to its Staff or employees in order to comply with obligations, or to exercise rights, under this Contract;
 - (b) to a Party's Staff to enable effective management or auditing of contract-related activities, or to facilitate disclosure in accordance with clause 28.5 (c) and (d);
 - (c) by Centrelink to Centrelink's Minister;
 - (d) by Centrelink in response to a request of a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (e) to a DHS Agency for the purposes of clause 47
 - (f) is authorised or required by law to be disclosed; or
 - (g) is in the public domain otherwise than due to a breach of this clause 28 or any other confidentiality obligation.

Obligation on disclosure

- 28.6. Where a party discloses Confidential Information to another person:
- (a) pursuant to clauses 28.5 (a) or (b), the disclosing Party must:
 - (i) notify the receiving person that the information is Confidential Information; and
 - (ii) not provide the information unless the receiving person agrees to keep the information confidential; or
 - (b) pursuant to clauses 28.5 (c) and (d), the disclosing Party must notify the receiving Party that the information is Confidential Information.

Additional Confidential Information

- 28.7. The Parties may agree in writing after the Commencement Date that certain information is to constitute Confidential Information for the purposes of this Contract. Where this arises Schedule 4 is to be amended to specify that information.

Period of confidentiality

- 28.8. The obligations under this clause 28 continue, notwithstanding the expiry or termination of this Contract in relation to an item of information described in Schedule 4, for the period, set out in that schedule in respect of that item.

No Reduction in Privacy Obligations

- 28.9. Nothing in this clause 28 derogates from any obligation which the Contractor may have under the *Privacy Act 1988* as amended from time to time, or under this Contract, in relation to the protection of personal information.

LIABILITY

29. AUTOMATED DATE HANDLING

- 29.1. The Contractor warrants that so far as the performance of the Services relies on the functioning or operation of any aspect of equipment or software owned or provided by the Contractor that utilises a date code, that equipment and software is able to consistently and correctly handle date information including but not limited to:
- (a) accepting correct date input;
 - (b) providing correct date output; and
 - (c) performing accurate calculations, sequences and comparisons based on dates or portions of dates;
- 29.2. The Contractor must ensure that any software or equipment owned or licensed by a third party and supplied to or used by the Contractor in the performance of the Services will comply with the obligations specified in clause 29.1.
- 29.3. If required by Centrelink, the Contractor must, at its own cost, remedy or correct any defect in the equipment or software, or cause any vendor or subcontractor to do so, which causes a breach of the warranties in clause 29.1 or clause 29.2.
- 29.4. The Contractor must as soon as practicable after receiving notice of any defect or failure in the Services correct the defect failure so as to enable the Services to be performed in accordance with this Contract.
- 29.5. Centrelink may, at its own expense, through its Staff or other contractors authorised on its behalf, conduct an audit of any computer hardware or software provided and used by the Contractor in the performance of the Services for the purposes of determining whether the warranty given by the Contractor in clause 29.1 is true or is likely to be true.

30. INDEMNITIES

- 30.1. The Contractor indemnifies Centrelink from and against:
- (a) all losses incurred by Centrelink;
 - (b) all liabilities incurred by Centrelink; and
 - (c) all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by Centrelink in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal);

arising directly or indirectly as a result of or in connection with:

- (d) any negligence, wilful or unlawful act or omission by the Contractor's Staff, in connection with this Contract;
- (e) any breach or non-performance by the Contractor of its obligations under this Contract;
- (f) any misuse or disclosure by the Contractor's, Staff of Personal Information;
- (g) the use by Centrelink of the Contract Materials or any Contractor Material licensed to Centrelink under clause 23;
- (h) any infringement of third party Intellectual Property rights by the Contractor's, Staff in the course of, or incidental to, performing the Services.

30.2. The Contractor must pay to Centrelink all liabilities, costs and other expenses referred to in clause 30.1, whether or not Centrelink has paid or satisfied them.

30.3. The Contractor's liability to indemnify Centrelink under this clause shall be reduced proportionally to the extent that any act or omission of Centrelink or its employees or agents contributed to the loss or liability.

31. INSURANCE

31.1. The Contractor must be insured in respect of potential liability, loss or damage arising at common law or under any statute as specified in Item 2 of Schedule 1.

31.2. The Contractor must produce evidence on demand, to the satisfaction of Centrelink, of the insurance effected and maintained in accordance with this clause.

DISPUTE RESOLUTION, TERMINATION AND DEFAULT

32. DISPUTE RESOLUTION

32.1. If there is a dispute between the parties concerning this Contract, the parties must negotiate in good faith to resolve the dispute.

32.2. If a dispute is not resolved in accordance with clause 32.1, either party may give written notice to the other party specifying the dispute and requiring its resolution under this clause ('Notice Of Dispute').

32.3. If the dispute is not resolved within 14 days of service of the Notice of Dispute ('Notice Period'), the dispute is by this clause submitted to mediation. The mediation must be conducted in Canberra. The Institute of Arbitrators Australia Rules for the Mediation of Commercial Disputes (Edition 2-September 1995) as amended by this clause apply to the mediation, except where they conflict with this clause.

- 32.4. If the parties have not agreed upon the mediator and the mediator's remuneration within 14 days after the Notice Period the mediator is the person appointed by, and the remuneration of the mediator is the amount or rate determined by;
- (a) the President of the Law Society; or
 - (b) the President's nominee, acting on the request of either party to the dispute.
- 32.5. The parties must pay the mediator's remuneration in equal shares. Each party must pay its own costs of the mediation.
- 32.6. This clause does not prevent any party from obtaining any injunctive, declaratory or other interlocutory relief from a court that may be urgently required.
- 32.7. Subject to clause 32.6, a party must not commence or maintain a court action or proceeding upon a dispute in connection with this Contract until the dispute has been submitted to mediation under this clause 32.

33. TERMINATION

- 33.1. Centrelink may, at any time by written notice, terminate this Contract, in whole or in part. If this Contract is so terminated, Centrelink is liable only for:
- (a) payments for Services rendered before the effective date of termination;
 - (b) subject to clauses 33.3 and 33.4, any reasonable costs incurred by the Contractor and directly attributable to the termination or partial termination of this Contract.
- 33.2. Upon receipt of a notice of termination the Contractor must:
- (a) stop work as specified in the notice,
 - (b) take all available steps to minimise loss resulting from that termination and to protect Centrelink Material and Contract Materials; and
 - (c) continue work on any part of the Services not affected by the notice.
- 33.3. In the event of partial termination, Centrelink's liability to pay fees under clause 5 will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.
- 33.4. Centrelink will not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Contractor under this Contract, together exceed the Fees set out in Item 1 of Schedule 3.
- 33.5. The Contractor is not entitled to compensation for loss of prospective profits.

34. DEFAULT

34.1. If the Contractor:

- (a) is in breach of clause 15, clause 27 or clause 39.3;
- (b) fails to perform or observe any term or obligation contained in this Contract and the default has not been remedied within 14 days of Centrelink issuing notice of the default to the Contractor; or
- (c) goes into liquidation or a receiver or receiver and Manager or mortgagee's or chargee's agent is appointed or, in the case of an individual, becomes bankrupt or enters into a scheme of arrangement with creditors,

Centrelink may, by written notice, terminate this Contract and recover from the Contractor any loss or damage suffered by Centrelink, including but not limited to the costs of engaging a third party to complete the Services.

35. AFTER TERMINATION

- 35.1. Clauses 22, 23, 26 and 28 continue to apply after termination of the Contract.
- 35.2. Termination of the Contract does not affect any accrued rights or remedies of a party.

GENERAL

36. AUDITS

- 36.1. Audits under this clause 36 may be conducted of:
 - (a) the Contractor's practices and procedures as they relate to the Contract, including security procedures;
 - (b) the manner in which the Contractor performs its obligations under the Contract;
 - (c) the compliance of the Contractor's invoices and reports with its obligations under the Contract;
 - (d) the Contractor's compliance with all its obligations under the Contract;
 - (e) the Contractor's compliance with its confidentiality, privacy, security and Commonwealth policy obligations under the Contract; and
 - (f) any other matters determined by Centrelink to be relevant to the performance of the Contractor's obligations under the Contract.
- 36.2. The Contractor must participate in audits of the Contract at the frequency and in relation to the matters specified by Centrelink, (including on an ad hoc basis if requested by Centrelink), for the purpose of ensuring that the Contract is being properly performed and administered. Centrelink may appoint an independent person to assist in the audits. Audits may consider all aspects of the Contractor's performance including but not limited to any performance indicators, benchmarks or targets.

- 36.3. The Contractor must participate promptly and cooperatively in any audits conducted by Centrelink or its nominee.
- 36.4. Except for those circumstances in which notice is not practicable or appropriate (eg. caused by a regulatory request with shorter notice or investigation of theft or breach of contract), and without limiting any other right, recourse or remedy of Centrelink, Centrelink must give the Contractor reasonable notice of an audit and where reasonably practicable an indication of which documents and/or class of documents the auditor may require.
- 36.5. Subject to any express provisions in the Contract to the contrary each party must bear its own costs of any audits.
- 36.6. Subject to clauses 36.7 and 37.6 the requirement for, and participation in, audits does not in any way reduce the Contractor's responsibility to perform its obligations in accordance with the Contract.
- 36.7. Centrelink must use reasonable endeavours to ensure that audits performed pursuant to clause 36.2 do not unreasonably delay or disrupt in any material respect the Contractor's performance of its obligations under the Contract.
- 36.8. Any amendments to the Contract resulting from audits must be effected by agreement in writing between the parties in accordance with the Contract amendment provisions of the Contract.
- 36.9. The Contractor must promptly take, at no additional cost to Centrelink, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit in the way the Contractor has under the Contract:
- (a) supplied any goods or services; or
 - (b) calculated fees, or any other amounts or charges billed to Centrelink Contractor.

37. ACCESS TO THE CONTRACTOR'S PREMISES AND RECORDS

- 37.1. For the purposes of clause 36 and this clause 37 the Contractor must, and must ensure that its subcontractors grant Centrelink and its Contractor nominees or the Auditor-General access as required by Centrelink, to the Contractor's premises and data, records, accounts and other financial material or material (including Centrelink property) relevant to the performance of the Contract, however and wherever stored or located, under the Contractor's or its subcontractors' custody, possession or control for inspection and/or copying.
- 37.2. In the case of documents or records stored on a medium other than in writing, the Contractor must make available on request at no additional cost to Centrelink such reasonable facilities as may be necessary to enable a legible reproduction to be created.
- 37.3. Subject to clause 36.4 and without limiting any other provision of the Contract, the Commonwealth Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner, for the purpose of performing the Auditor-General's or

Privacy Commissioner's statutory functions and/or powers respectively, may, at reasonable times:

- (a) access the premises of the Contractor;
- (b) require the provision by the Contractor, its employees, agents or subcontractors, of records and other information which are related to the Contract; and
- (c) access, inspect and copy documentation and records or any other matter relevant to the Contractor's obligations or performance of the Contract, however stored, in the custody or under the control of the Contractor, its employees, agents or subcontractors.

- 37.4. The Contractor must ensure that any subcontract entered into for the purpose of the Contract contains an equivalent clause granting the rights specified in this clause 37 and clause 36 with respect to the subcontractor's premises, data, records, accounts, financial material and information and those of its employees, agents or subcontractors.
- 37.5. This clause 37 applies for the Term and for a period of 7 years from the date of its expiration or termination.
- 37.6. In the exercise of the general rights granted by clause 37, Centrelink must use reasonable endeavours not to unreasonably interfere with the Contractor's performance under the Contract in any material respect.
- 37.7. If in exercising the rights granted under clause 36 or clause 37 Centrelink unreasonably interferes with the Contractor's performance of its obligations under the Contract in a material respect and that interference substantially delays the Contractor in performing its obligations it may request an extension of time to perform its obligations.
- 37.8. Centrelink must not unreasonably refuse a request pursuant to clause 37.7 where the Contractor substantiates the request, within a reasonable time, to the satisfaction of Centrelink, provided that:
- (a) the Contractor advised Centrelink of the delay with 14 days of the exercise of the rights and the delay occurring;
 - (b) the delay could not have been reasonably contemplated or allowed for by the Contractor before entering the Contract; and
 - (c) the Contractor has taken or takes all reasonable steps to minimise any delay.
- 37.9. In no circumstances shall any extension of time pursuant to clause 37 exceed the amount of any delay directly arising from the exercise of the rights.
- 37.10. In no circumstances shall the Contractor be entitled to any delay costs or other costs or expenses of whatever nature relating in any way to the exercise of any rights under clause 36 or clause 37 other than to the extent expressly provided for under clause 36.5.

- 37.11. Without limiting any of its other obligations under the Contract the Contractor must, at its cost, ensure that it keeps full and complete records in accordance with all applicable Australian Accounting Standards and that data, information and records relating to the Contract or its performance are maintained in such a form and manner as to facilitate access and inspection under clause 36 or clause 37.
- 37.12. If, recognising the obligation in clause 37.11 and the rights under clause 36 and clause 37, the Contractor reasonably believes that the exercise of the rights granted under clause 36 or clause 37 will cause the Contractor to incur direct expenses exceed those which it would otherwise have to incur in meeting its obligations under clause 37.11 ('excessive direct expenses'), it may give reasonable notice of the exercise of those rights by notifying Centrelink it is likely to incur excessive direct expenses. If the Contractor substantiates that its direct expenses in complying with the exercise of the rights in such circumstances are excessive Centrelink and the Contractor shall negotiate an appropriate reimbursement, but in no circumstances shall any reimbursement be greater than the direct expenses incurred.
- 37.13. Nothing in the Contract reduces, limits or restricts in any way any function, power, right or entitlement of the Commonwealth Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner. The rights of the Commonwealth under the Contract are in addition to any other power, right or entitlement of the Commonwealth Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner.

38. COMPLIANCE WITH LEGISLATION AND COMMONWEALTH POLICIES

- 38.1. The Contractor must comply with all relevant legislation and requirements of Centrelink and any State, Territory or local authority and in particular the:
- (a) *Crimes Act 1914*;
 - (b) *Racial Discrimination Act 1975*;
 - (c) *Sex Discrimination Act 1984*;
 - (d) *Privacy Act 1988*;
 - (e) *Safety, Rehabilitation and Compensation Act 1988*;
 - (f) *Occupational Health and Safety (Commonwealth Employment) Act 1991*;
 - (g) *Disability Discrimination Act 1992*;
 - (h) *Workplace Relations Act 1996*;
 - (i) *Human Rights & Equal Employment Opportunity Act*; and
 - (j) *Equal Opportunity for Women in the Workplace Act 1999*,
- in carrying out this contract.

39. CONFLICT OF INTEREST

- 39.1. The Contractor warrants that at the date of signing this Contract, no conflict of interest exists or is likely to arise in the performance of the Contractor obligations under this Contract.
- 39.2. If, during the Term, a conflict or risk of a conflict arises the Contractor must immediately notify Centrelink in writing of the conflict or risk.
- 39.3. The Contractor must resolve any conflict of interest to Centrelink's reasonable satisfaction within such reasonable time and manner as Centrelink directs.

40. ASSIGNMENT AND NOVATION

- 40.1. The Contractor must not assign, in whole or in part, its benefits under this Contract without the prior written approval of Centrelink.
- 40.2. The Contractor must not consult with any other person or body for the purposes of entering into an arrangement which will require novation of this Contract without Centrelink's prior written approval.

41. VARIATION

- 41.1. No agreement or understanding varying or extending this Contract, including in particular the scope of the Services, will be legally binding upon either party unless in writing and signed by both parties. In particular, this Contract is not varied by any invoice, timesheet or other material provided by the Contractor.

42. NOTICES

- 42.1. A notice or other communication connected with this Contract ('Notice') has no legal effect unless it is in writing and signed;
 - (a) by the Contract Manager, if given by Centrelink; or
 - (b) by a person authorised in accordance with clause 13.2 if given by the Contractor.
- 42.2. In addition to any other method of service provided by law, the Notice may be:
 - (a) sent by prepaid ordinary mail to the Address for Service of the addressee;
 - (b) sent by facsimile to the facsimile number of the addressee;
 - (c) sent by E-mail; or
 - (d) hand delivered at the Address for Service of the addressee.
- 42.3. A Notice must be treated as given to and received if:
 - (a) sent by post on the 2nd Business Day (at the address to which it is mailed) after mailing;

- (b) sent by facsimile before 5p.m. on a Business Day (at the place of receipt), on the day it is sent and otherwise on the next Business Day (at the place of receipt); or
 - (c) sent by E-mail on receipt of an electronic receipt of delivery; or
 - (d) otherwise delivered before 5p.m. on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
- 42.4. Despite clause 42.3 a facsimile is not treated as given or received unless at the end of the transmission the sender's facsimile machine issues a report confirming the transmission of the number of pages in the Notice.
- 42.5. A Notice sent or delivered in a manner provided by clause 42.2 must be treated as validly given to and received by the party to which it is addressed even if the:
 - (a) addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or
 - (b) Notice is returned unclaimed.

43. ENTIRE AGREEMENT

- 43.1. This Contract constitutes the entire agreement between the parties and supersedes any previous agreements, negotiations or representations, either written or verbal, between the parties with respect to the subject matter of this Contract.

44. SEVERABILITY

- 44.1. If anything in this Contract is unenforceable, illegal or void then it is severed and the rest of this Contract remains in force.

45. WAIVER

- 45.1. A failure or delay in exercise or partial exercise of a right arising from a breach of any provision of this Contract is not a waiver of that right and cannot be relied upon as a waiver of that right.
- 45.2. Payment of an Invoice is not a waiver.

46. APPLICABLE LAW

- 46.1. The laws of the **Australian Capital Territory** apply to this Contract.
- 46.2. The parties submit to the jurisdiction of the Supreme Court of the **Australian Capital Territory** and the Federal Court of Australia.

DHS AGENCIES

47. CONTRACTING

Offer

- 47.1. The terms of the offer to provide the Services to a DHS Agency are the same terms and conditions except as modified by the Instrument Of Acceptance to provide for adaptation of the Contract to the circumstances of a DHS Agency.

Acceptance

- 47.2. A DHS Agency may accept the offer made under clause 11.1(b)(ii) by giving the Contractor the Instrument Of Acceptance.
- 47.3. Clause 42 applies to the giving of an Instrument Of Acceptance as if the references to Centrelink were read as a references to the DHS Agency giving the Instrument of Acceptance.

Separate Contracts

- 47.4. Each Instrument Of Acceptance given to the Contractor in accordance with this Contract will create a separate contract between the Contractor and the:
- (a) Commonwealth of Australia represented by the relevant DHS Agency;
or
 - (b) the relevant DHS Agency if it is subject to the *Commonwealth Authorities and Companies Act 1997*,
- as the case requires, for the supply by the Contractor of the Services to the relevant DHS Agency.

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EXECUTION

This CONTRACT is executed as an Agreement on the day of 2008.

SIGNED SEALED and DELIVERED for and)
on behalf of **THE COMMONWEALTH OF**)
AUSTRALIA by, **XXXXXXXX**)

who is authorised by the Chief Executive Officer to sign contracts or deeds that do not involve the Commonwealth giving an indemnity, in the presence of:

Signature

Signature of Witness

Name of Witness (print)

SIGNED SEALED AND DELIVERED for
XXXXXXX (ABN XXXXXXXX) pursuant to
section 126 of the *Corporations Act 2001* by:

Name of Director (print)

Signature of Director

Name of Director/Secretary
in the presence of:

Signature of Director/Secretary

Signature of Witness

Name of Witness (print)

Contract Number: CONS07/0653

SCHEDULE 1

CONTRACT PARTICULARS

Item 1	Commencement Date	29 July 2008	
Item 2	Insurance	Type of Cover	Level of Cover Required
		XXXXXXXXXX	XXXXXXXXXX
Item 3	Specified Personnel	Name	Description
		XXXXXXXXXX	XXXXXXXXXX
Item 4	Completion Date	28 July 2010	
Item 5	Option to Extend	1 year	
Item 6	Contract Manager	Carl Moon	
Item 7	Centrelink's Address for Notices	PO Box 7788 Canberra BC ACT 2610	
	Contractor's Address for Notices	XXXXXXXXXX	
Item 8	Contractor Material	XXXXXXXXXX	
Item 9	Reporting to Contract Manager	XXXXXXXXXX	

SCHEDULE 2

SERVICES

1. DESCRIPTION OF SERVICES

- 1.1. The Services include the provision of professional interpreters at specified times and at specified Centrelink Customer Service Centres and Call Centres across Australia as well as the recruitment and management of professional interpreters.
- 1.2. The session times and locations will be negotiated on an ongoing basis between Centrelink, through its Customer Service Centre/Call Centre managers, and the Contractor.
- 1.3. In addition, Centrelink may choose to request ad hoc interpreting services from the Contractor in the event that internal Centrelink processes cannot obtain these services.

2. SCOPE OF WORK

- 2.1. Centrelink's requirements are functionally driven and the scope of Services includes:
 - (a) the provision of professional interpreters at specified times and at specified Centrelink Customer Service Centres and Call Centres;
 - (b) the recruitment of professional interpreters; and
 - (c) the management of professional interpreters while maintaining flexibility in order to cater for changes in Centrelink's sessional interpreter requirements.
- 2.2. The sessional interpreter languages could include Indigenous languages and Auslan as well as international languages.
- 2.3. Centrelink could potentially require sessional interpreter services in any of its sites. There are currently 114 offices in NSW/ACT, 76 in Queensland, 64 in Victoria, 30 in Western Australia, 25 in South Australia, 11 in Tasmania and 11 in the Northern Territory. These sites are located in the metropolitan and key regional and rural areas. In addition, Centrelink has 25 call centres spread throughout Australia.
- 2.4. However, due to the nature of the sessional service, it is likely that the Services will remain in locations similar to that indicated in Attachment B.
- 2.5. The Contractor is required to:
 - (a) have access to suitably qualified, professional interpreters, who meet Centrelink's requirements, in the locations and at the times required by Centrelink; and
 - (b) recruit professional interpreters to meet Centrelink's needs.

3. OUT OF SCOPE

- 3.1. Centrelink, through its Multicultural Services Branch, will be responsible for all aspects of language service policy and service delivery that pertains to Centrelink.
- 3.2. Centrelink, through its Area Offices, Customer Service Centres and Call Centres, will:
 - (a) retain responsibility for determining the need for sessional interpreter services in Customer Service Centres and Call Centres;
 - (b) make decisions related to the provision of sessional interpreter services, such as the languages required at what times and locations;
 - (c) monitor language usage and demand, and alter sessional interpreter services as required;
 - (d) determine the extent and nature of additional duties the sessional interpreters can perform; and
 - (e) provide feedback regarding complaints or performance issues to the Contractor.

4. TECHNICAL SPECIFICATIONS

- 4.1. Centrelink will require the Contractor to deliver sessional interpreter services to the standards that are detailed at Attachment A (The Service Performance Table) and as may be negotiated between Centrelink and the Contractor.
- 4.2. Centrelink will require the Contractor to deliver the sessional interpreter services in a number of locations in Australia. The details of current locations and language needs can be found at Attachment B. However, these needs are likely to change over time in line with Australia's changing demographics.
- 4.3. A map of Centrelink's Area boundaries and Customer Service Centre locations has been provided at Attachment C.
- 4.4. Centrelink has the following requirements for its interpreters:
 - (a) they must possess qualifications from the National Accreditation Authority for Translators and Interpreters Ltd (NAATI) at the professional level (level 3) for all* languages tested; and

*Note: Centrelink recognises that NAATI proficiency tests may not be available at the required level in some languages. In these cases, Centrelink will negotiate an acceptable arrangement with the Preferred Tenderer. This arrangement will require the Preferred Tenderer to provide a level of assurance in relation to the proposed interpreter's language skills.

- (b) they must abide by the Code of Ethics issued by the Australian Institute of Interpreters and Translators Inc (AUSIT) (or similar).

5. MANAGING INTERPRETERS

- 5.1. The Contractor will be required to manage the sessional interpreter services, including without limitation:
- (a) orientation and induction of interpreters so that they are familiar with Centrelink's business;
 - (b) provision of suitably qualified, professional interpreters in the locations and at the times required by Centrelink;
 - (c) provision of relief professional interpreters during short and long term absences;
 - (d) provision of relief professional interpreters at less than 24 hours notice; and
 - (e) undertake administrative responsibility for the sessional interpreters.

6. QUALITY ASSURANCE

- 6.1. The Contractor will be required to provide Centrelink with interpreters that:
- (a) abide by the Code of Ethics issued by AUSIT (or equivalent); and
 - (b) possess qualifications from NAATI at the professional level (level 3) for all* languages tested.

*Note: Centrelink recognises that NAATI proficiency tests may not be available at the required level in some languages. In these cases, Centrelink will negotiate an acceptable arrangement with the Contractor. This arrangement will require the Contractor to provide a level of assurance in relation to the proposed interpreter's language skills.

7. ACCOUNT MANAGEMENT

- 7.1. The Contractor, in respect of liaising with Centrelink, will be required to:
- (a) provide and maintain to Centrelink's satisfaction a high standard of account management services; and
 - (b) provide a single point of contact for Centrelink to liaise with.
- 7.2. The Contractor will provide and implement an Account Management system for Centrelink's accounts including without limitation:
- (a) a National Account Manager nominated to oversee and manage the sessional interpreter services;
 - (b) availability of its National Account Manager to Centrelink staff between the hours of 8am and 6pm in the relevant time zone;

- (c) empowering the National Account Manager, including the necessary authority to action, resolve and deal with a Centrelink enquiry or matter regarding the sessional interpreter services; and
- (d) ability of the National Account Manager's to deal promptly with problems or issues at a local, intrastate and interstate level without the need for referral to other parts of the Contractor's organisation.

8. MANAGEMENT AND EXPENDITURE REPORTING

8.1. The Contractor will be required to provide regular, quality management information and expenditure reports on the sessional interpreter services. As a minimum, Centrelink expects these reports to be provided quarterly and to include without limitation:

- (a) details of interpreters on file, including current, new and no longer used;
- (b) accreditation levels held by interpreters;
- (c) interpreting activity, including filled and unfilled requests;
- (d) feedback provided by Centrelink supervisors; and
- (e) expenditure for the reporting period and to date.

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SCHEDULE 3

FEEES AND INVOICES

1. FEES

1.1. XXXXXXXX

2. INVOICES

2.1. XXXXXXXX

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SCHEDULE 4

CONFIDENTIAL INFORMATION OF THE PARTIES

CENTRELINK'S CONFIDENTIAL INFORMATION

Contract Provisions/Schedules/Attachments

Item	Reason for Confidentiality	Period of Confidentiality	Reason for Period of Confidentiality
Nil			

Contract-related material

Item	Reason for Confidentiality	Period of Confidentiality	Reason for Period of Confidentiality
Nil			

CONTRACTOR'S CONFIDENTIAL INFORMATION

Contract Provisions/Schedules/Attachments

Item	Reason for Confidentiality	Period of Confidentiality	Reason for Period of Confidentiality
Nil			

Contract-related material

Item	Reason for Confidentiality	Period of Confidentiality	Reason for Period of Confidentiality
Nil			

SCHEDULE 5

INSTRUMENT OF ACCEPTANCE

Contract Number: XXXXXXXX

[Name of Contractor]
[Address of Contractor]

The offer to [insert name of the DHS Agency] to provide the Services made in accordance with clause 11.1(b)(ii) of the Contract Number XXXXXXXX for the provision of a national interpreter service between the Commonwealth of Australia represented by the Chief Executive Officer of Centrelink and [name the Contractor] ('the Contract') is accepted.

In accordance with clause 47.1 of the Contract the following modifications to the terms and conditions of the Contract apply to adapt it to the circumstances of [insert name of the DHS Agency]:

1. REFERENCES TO CENTRELINK

1.1. A reference to Centrelink is to be taken as a reference to the:

(a) Commonwealth of Australia represented by [insert name of the DHS Agency]; or

(b) [insert name of the DHS Agency],

as the case requires.

2. AMENDMENT OF SCHEDULE 1

Specification Of Contract Manager

2.1. The contents of the third column of item 6 in Schedule 1 of the Contract are omitted and the following is substituted:

[Specify the following]

Name

Title

Address

Phone

Fax

Email

Specification of DHS Agency Address for Notices

2.2. The contents of the second and third column of item 7 in Schedule 1 of the Contract are omitted and the following is substituted:

Column 2	Column 3
[specify DHS Agency]'s Address for Notices	[specify the address]

Dated.....

.....
 [Name of signatory for the DHS Agency]
 [Title of signatory for the DHS Agency]

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