



PARTNERSHIPS FOR INFRASTRUCTURE

REQUEST FOR PROPOSAL

Green Shipping Corridor Assessment for Thailand

PART 1 - TENDER PARTICULARS

RFP #	No. TH-MT-00-001/P4I/02
Activity	Partnerships for Infrastructure (P4I) Green Shipping Corridor Assessment for Thailand
Contracting Entity	DT Global Asia Pacific Pty Ltd (ABN 23 006 170 869)
Registration of Interest	Tenderers wishing to receive notification of any briefings, addenda or clarifications issued in relation to this RFP should register their interest by completing the form at: Tender Registration - Green Shipping Corridor Assessment for Thailand – Fill in form Registration is optional and does not commit a respondent to submitting a tender, nor does it affect eligibility to tender. Tenderers who do not register remain eligible to submit a tender but are responsible for monitoring Proposals - DTGlobal
Closing Time	2:00pm (Bangkok Time) on Tuesday 20 October 2026. Late tenders will not be accepted.
Lodgement of Tenders	The Tender Proposal must be lodged by email to: tenders@partnershipsforinfrastructure.org By the Closing Time Three separate digital files must be submitted: • Tender Declaration • The Technical Proposal • The Financial Proposal No hard copy Proposals will be accepted.
Request for Clarifications	All requests for clarifications must be sent to: tenders@partnershipsforinfrastructure.org Email heading shall refer to insert RFP No. TH-MT-00-001/P4I/02 Additional information or clarifications about this tender will only be provided by email. Email clarifications will be distributed to all registered Tenderers. No clarifications will be accepted four (4) business days (96 hours) before the tender closing date and no responses will be provided within 48 hours of the Closing Time.
Budget	P4I does not disclose allocated budgets or target level-of-effort figures for competitive procurements. Bidders are advised to determine their resource requirements based on the scope and deliverable schedule outlined in Part 4 (Terms of Reference - Deliverables).
Briefing Session	P4I will hold a non-mandatory briefing session for registered Tenderers via Microsoft Teams at 10AM Bangkok time on Thursday 1 October 2026. P4I will

	provide a brief overview of the activity, followed by an opportunity for attendees to ask questions. Tenderers wishing to attend must register by email to tenders@partnershipsforinfrastructure.org, providing the name, position and organisation of each attendee. P4I will subsequently share the Microsoft Teams meeting details. A summary of the questions raised and answers given during the briefing session will be shared with all registered Tenderers.
Restrictions on Consultation	Unless specified, contact with P4I personnel and the relevant Thai Government counterpart is not permitted during the tender period.
Restriction on tendering	A firm or a joint venture may participate as a bidder in only one bid, either individually or as a partner in a joint venture, for this tender. Submission or participation by a bidder in more than one bid for this tender (other than alternatives that have been permitted or requested) will, at DT Global's absolute discretion, result in the disqualification of all bids for that tender in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid by different tenderers.
Tender Validity Period	The Tender will remain valid for 90 days from the closing date for tender submission.
Code of Business Ethics and Conduct	In accordance with DT Global's Code of Business Ethics and Conduct ("the Code"), DT Global conducts its business in an ethical manner and with the highest standards of integrity. The Code's "Speak Up" commitments are supported by DT Global's Ethics Hotline, managed independently via Core Integrity. Our Ethics Hotline provides an opportunity for all our subconsultants and subcontractors to confidently and securely raise any issue related to possible or suspected wrongdoing, including unethical conduct. Reports can be through one of the following: 1. Website: https://qrs.ly/DTGlobalEthicsHotline 2. Email: speakup@coreintegrity.com.au 3. Mail: PO Box 895, Darlinghurst NSW Australia 1300 4. Telephone: +1800 765 692 (within Australia) or +61 2 9053 9285 (from any other country)

PART 2 - APPLICATION

1 Timetable

- 1.1. By submitting a tender, companies agree to all conditions of this Request for Proposal. DT Global will treat all tenders as confidential, including any additional information Tenderers provide. The following is the approximate timetable for tenders. DT Global reserves the right to alter any of these dates.

Activity	Date
Tender Release	24 September 2026
Briefing Session	1 October 2026
Final Date for Clarifications	12 October 2026
Tenders Close	19 October 2026
Review of Tenders and Evaluation Complete	30 October 2026
Contact Made with Preferred Tenderer	2 November 2026
Contract Signed	16 November 2026

2 Eligibility of Consultant

- 2.1. The Tenderer, including parties constituting the Tenderer, may have the nationality of any country, except for those prohibited by the legislation of Thailand, or by any international Agreement of which Thailand is a signatory, or by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. At the present time, the countries covered by this prohibition are those who are not current members of the United Nations.
- 2.2. The Consultant must meet the following eligibility criteria
- be free from insolvency, bankruptcy, or similar status
 - have the legal capacity to enter into contract
 - be current with payments of taxes and social charges
 - not be ineligible pursuant to the provisions of this RFP
 - not have been convicted within the last year of, or currently under indictment for, a criminal offence involving corruption or other misconduct reflecting a lack of suitability to participate in government procurement.
- 2.3. For the avoidance of doubt, a Tenderer may participate as a sub-consultant in more than one Proposal but may only enter one Proposal under their own name.
- 2.4. The Tenderer will provide such evidence of their continued eligibility satisfactory to DT Global, as reasonably requested.
- 2.5. Government-owned enterprises in Thailand may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent entity of the State.

3 Eligibility of Services

- 3.1. Services may be supplied from any country, except for those prohibited by the legislation of Thailand or by any international Agreement of which Thailand is a signatory, or by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- 3.2. DT Global will exclude from consideration any tender if the Tenderer or one of its Related Entities is listed:
- i. by the Minister of Foreign Affairs under the Charter of the United Nations Act of 1945 and/or listed in regulations made under Division 102 of the Criminal Code Act of 1995 (Cth). Further information about listed persons and entities is available from the Department of Foreign Affairs and Trade website at Consolidated List | Australian Government Department of Foreign Affairs and Trade (dfat.gov.au) and from <http://www.nationalsecurity.gov.au>
 - ii. by the World Bank on its Listing of Ineligible Firms or Listing of Firms Letters of Reprimand posted at www.worldbank.org (the “World Bank List”) or
 - iii. by any other donor of development funding on a list similar to the World Bank List.

4 Prohibited Countries

- 4.1. At the present time the countries covered by this prohibition are those who are not current members of the United Nations.

5 Corrupt and Fraudulent Practices

- 5.1. The Donor and the State require that Tenderers observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy:
- i. The definitions, for the purposes of this provision, of the terms set forth below is as follows:
 - a) **corrupt practice** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party
 - b) **fraudulent practice** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation
 - c) **collusive practice** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party
 - d) **coercive practice** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party
 - e) **obstructive practice** is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation

- ii. DT Global will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- iii. DT Global will declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

6 DT Global's Rights

- 6.1. At any time, DT Global reserves the right to:
- i. terminate this Request for Proposal or cease to proceed with this procurement process
 - ii. change the structure and timing of the procurement process
 - iii. vary or extend any time or date in this Request for Proposal
 - iv. terminate the participation of any Tenderer in the Request for Proposal process for any reason
 - v. require additional information or clarification from any Tenderer or provide additional information or clarification
 - vi. negotiate with one or more Tenderers
 - vii. call for new tenders
 - viii. reject any tender received after the closing time
 - ix. reject any tender that does not comply with the requirements set out in this Request for Proposal
 - x. terminate negotiations with any Tenderer at any time for any reason
 - xi. engage a Tenderer other than that with the lowest price. Refer **PART 3 - SELECTION PROCEDURE.**

7 Conflict of Interest

- 7.1. Tenderers must provide details of any circumstances or relationships that constitute, or may constitute, a conflict or potential conflict of interest regarding this tender, or any obligations under any formal agreement with DT Global.

8 Security

- 8.1. Contractors will be responsible for the security of their personnel and for maintaining appropriate insurance cover for their personnel.

9 Insurance

- 9.1. The successful Tenderer will provide adequate insurance cover for all personnel and sub-tenderers including but not limited to workers' compensation insurance, travel insurance, medical insurance, and other appropriate insurance.
- 9.2. The successful Tenderer will have or shall obtain public liability insurance to the value of AUD\$20million per event and unlimited in the aggregate.
- 9.3. The successful Tenderer will have adequate professional indemnity insurance to the value of AUD\$10million in the aggregate

10 Privacy, Disclosure and Confidentiality

- 10.1. DT Global will treat as confidential any information provided by the Tenderer prior to the award of a contract (other than information in the public domain).

- 10.2. DT Global may enter into contract negotiations with the preferred tenderer following evaluation. The preferred tenderer must ensure their participation in contract negotiations and the conduct of the RFT process itself, remain confidential. Award of the contract will be subject to the negotiation of a mutually acceptable contract. No publicity or media statements should be made by the preferred tenderer during this process.
- 10.3. Once a contract has been awarded to the Preferred Tenderer, DT Global will not keep information provided by that Tenderer as confidential unless:
- a) The Preferred Tenderer requests specific information which it considers should be kept confidential;
 - b) The specific information is by its nature confidential or is personal information under the Privacy Act 1988 (Cth) or subject to statutory secrecy provisions; and
 - c) DT Global agrees to that request or is otherwise bound by law not to disclose the information.
- 10.4. Determination of confidentiality will follow the ‘confidentiality test’ outlined in the Australian Government guidance at <https://www.finance.gov.au/confidentiality-throughout-procurement-cycle>.
- 10.5. In considering a request for confidentiality, DT Global will assess:
- a) Whether disclosure would cause detriment to the Preferred Tenderer or a third party;
 - b) Whether confidentiality is supported by the underpinning principles of Commonwealth procurement such as value for money, accountability and transparency.
- 10.6. Tenderers acknowledge that DT Global operates under Australian Government accountability and transparency requirements. Accordingly:
- a) DT Global may disclose tender submissions, confidential information provided as part of the tendering process, and/or procurement information to its client, the Parliament of Australia, its committees, or other Commonwealth of Australia entities where it serves legitimate interests such as policy development, research, compliance, regulatory and other non-commercial purposes;
 - b) DT Global may grant the Australian National Audit Office (ANAO) access to contractors’ records and premises for audit purposes; and
 - c) Requests for confidentiality post-award will be considered on a case-by-case basis and agreed only where appropriate.
- 10.7. Where confidential information must be disclosed (e.g., in response to a parliamentary committee request), DT Global will provide reasonable written notice to the originating party before disclosure.

11 Contract with Successful Tenderer

- 11.1. The laws of the State of Victoria (Australia) will apply to the contract. Once DT Global selects a preferred Tenderer for a specific activity, it will then enter into a contract with the organisation. The contract will outline specific inputs, requirements, outputs, fees, tasks, and other company obligations as provided in the successful tender proposal and negotiated with the Tenderer
- 11.2. DT Global does not intend to make significant changes to the contract terms and conditions outlined in **Part 6** of this document. Tenderers requesting changes to any contract terms and conditions must outline these proposed changes and the rationale for the change by providing a marked-up copy of the applicable contract template with their Technical Proposal. Requested changes to contract terms and conditions outlined in a Tenderer’s response may be considered by DT Global as part of that Tenderer’s value for money offering, including, if applicable, any potential risks arising from the proposed changes. DT Global reserves the right to negotiate and/or refuse

some or all of the requested changes during the negotiation process. Requested contract changes will not be considered as part of the page limit for the Technical Proposal).

12 Tender Declaration

- 12.1 Tenderer is to complete, sign and date the Tender Form 1: Tender Declaration set out in Part 5 of this RFP. Failure to comply with this requirement will be grounds for rejecting the Proposal.

13 Tender Compliance Checklist

- 13.1 A copy of the completed Tender Compliance Checklist is required to be submitted by the Tenderer with any tender. A “Conforming Tender” shall contain the following:

Item	Declaration	Attached
1	Tender Declaration	☐

Item	Technical Proposal	Attached
1	Proposed methodology	☐
2	Example of relevant previous assignments	☐
3	CVs of the named personnel proposed for the activity	☐

Item	Financial Proposal	Attached
1	Fixed fee proposal	☐
2	Milestone payment schedule link to the deliverables	☐
3	Rate card for named personnel	☐
4	Reimbursable expenses	☐
5	Key assumptions	☐
6	Insurances Form	☐
7	Due Diligence Preliminary Partner Statement	☐

PART 3 - SELECTION PROCEDURE

1 Evaluation Process and Score Weightings

- 1.1. DT Global will apply a technical threshold evaluation process for selection of a preferred Tenderer, comprising a technical evaluation followed by a price evaluation of Tenderers who meet the technical threshold set out below.
- 1.2. The tender proposal will comprise two separately presented parts: A Technical Proposal and a Financial Proposal. These two parts will be provided in two separate documents.
- 1.3. DT Global will form a Tender Evaluation Panel to assess the technical proposals of the tender proposals against the weighted selection criteria detailed below.
- 1.4. The maximum total raw score for a technical proposal is 100 points, comprising the criteria set out in the table below. No percentage weighting is applied to price; price is evaluated as a separate, sequential step following technical evaluation, described in paragraph 6 below, consistent with the Commonwealth Procurement Rules paragraph 4.5, which provides that price is not the sole factor in determining value for money.
- 1.5. Financial Proposals will be assessed separately, after the completion of the evaluation of Technical Proposals that are deemed satisfactory. The Tenderer must address all the Evaluation Criteria for the Tender to be considered and pass a minimum raw Technical Score of 70 points to reach this stage of evaluation
- 1.6. Financial Proposals will be evaluated based on their compliance to the RFP requirements, completeness, arithmetical accuracy, and consistency with or correspondence to the resource requirements indicated in the Technical Proposals. Among Tenderers who meet the minimum raw Technical Score of 70 points, the Tenderer with the lowest price will be recommended as representing value for money. Where a higher-priced Tenderer among those who met the technical threshold is instead recommended, the Evaluation Report will include a documented justification setting out the value for money benefits that Tenderer offers beyond price.

2 Ranking of Proposals and Contract Negotiation

- 2.1. On completion of the Technical and Financial evaluations, proposals will be ranked based on their overall final scores.
- 2.2. The Tenderer with the highest overall final score will be considered by DT Global as the most advantageous proposal and will be invited for contract negotiations. DT Global will record the discussions in minutes of contract negotiations to be signed and initialled by both parties at the conclusion of the negotiations. The signed minutes will form an integral part of the contract.
- 2.3. The negotiations will include discussions and clarifications of the TOR - i.e., the scope of services, deliverables, proposed methodology, work plan, key consultants, and timetable. At this point, any issues and concerns raised in the technical evaluation will be discussed and resolved. The Tenderer shall confirm the availability of proposed key consultants included in the proposal.
- 2.4. The negotiations will also include discussions and clarifications of the evaluated Financial Proposal - i.e., the proposed total contract price and breakdown, any issues and concerns raised in the financial evaluation for resolution, and treatment of local taxes in the contract. Other matters such as security and safety and required insurance of Tenderer's consultants will also be discussed.

- 2.5. A finalised TOR and draft Contract will be drawn up. The negotiations are concluded with a review of the finalised TOR and draft Contract with all pages to be initialled by both parties. The finalised minutes of contract negotiations will be signed with all pages initialled.
- 2.6. These discussions shall not substantially alter the original scope of services under the TOR or the terms and conditions of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
- 2.7. Finally, DT Global will perform the necessary due diligence - i.e., validations/updates of the Tenderer's qualification information previously provided particularly recent significant changes in company circumstances, if any, and current contractual commitments. Some validations/updates will be performed with the Tenderer during negotiations, and some will be performed separately prior to recommendation for award.
- 2.8. The Tenderer with whom the contract has been successfully negotiated, executed a Contract with DT Global and have undergone a Due Diligence Assessment will be recommended for award

3 Technical Evaluation Criteria

3.1. The Tenderer must address all the Evaluation Criteria for the Tender to be considered. Each Technical Proposal will be evaluated against the criteria below:

No.	Selection Criteria - Technical Proposal	Score
1	Approach and Methodology Tenderer's understanding of the scope of services and the adequacy, practicality and quality of the proposed methodology in response to the requirements of the Terms of Reference. Item 1: Details of approach and methodology	45
2	Experience - Relevant technical expertise and demonstrated experience in maritime decarbonisation - Demonstrated application of internationally recognised green shipping corridor assessment methodologies - Experience delivering multi-disciplinary assignments covering technical, commercial/financial, emissions and socio-economic considerations - Experience undertaking comparable maritime or infrastructure assignments in Thailand, Southeast Asia and/or Australia. Item 2: Details of relevant experience	25
3	Personnel Quality, relevance and availability of the proposed named personnel, including the appropriateness of proposed roles and level of effort - Relevance and depth of expertise of proposed personnel across the disciplines required to deliver the assignment. - Knowledge of the maritime sector and stakeholder landscape in Thailand and Southeast Asia, including the ability to engage effectively with government and industry stakeholders. Item 3: List of proposed consultants and their qualification and experience	30
	TOTAL	100

4 Technical Proposal (maximum 12 A4 pages including appendices)

The cover page, table of contents and the personnel summary and CVs submitted under Tender Form 2 (which are subject to their own two-page-per-CV limit) are excluded from this 12-page count. Any marked-up contract pages submitted under Part 2, paragraph 11.2 are also excluded from this count.

4.1. The Technical Proposal must include the following items:

Item 1: Understanding of the assignment and proposed methodology

Explain your understanding of the objectives of the assignment as outlined in the TOR, your technical approach, the methodology you would adopt for implementing the tasks to deliver the outputs in the

specified timeframe, your workplan and the proposed approach to stakeholder engagement and ways of working with the Thai Government counterparts.

Item 2: Experience

Outline your recent and relevant experience in relation to the assignment.

Item 3: Proposed Personnel

The Technical Proposal must contain information about the proposed Specified Personnel as listed below. Tenderers should note the following information:

- DT Global regards the withdrawal or substitution of personnel to be grounds for the cancellation of negotiations and reserves the right to consider alternative offers where personnel nominated in proposals are subsequently not available.
- Proposed personnel must adhere to DFAT's Child Protection Policy.
- A list of specified personnel must be provided in the table format provided below and as per the specified personnel in [PART 4- TERMS OF REFERENCE](#).
- Curriculum vitae (CV) not more than two (2) pages for each of the team members must be provided in the format set out below in **Tender Form 2**. CVs and the table summary below must identify if the personnel is an in-house staff of the tenderer or part of a subconsultant team.
- The CV must be signed and dated by the individual. The Tenderer must nominate at least two (2) referees for each nominated individual, who are not employed by the Tenderer or DT Global. CVs (max of 2) for additional personnel beyond the mandatory functions in Part 4, Team may also be provided at the option of the Tenderer.
- The Tenderer shall provide details of all licenses and professional affiliations of personnel for both in-house teams and for subcontractor teams.

5 Financial Evaluation Criteria

- 5.1 The Tenderer must address all the Financial Evaluation requirements for the Tender to be considered - specifically, the Tenderer must include forms. The Tender Evaluation Panel will evaluate the financial proposals against the criteria below.

No.	Selection Criteria - Financial Proposal	Assessment
1	Tender Price - Pricing Schedule The Tenderer shall submit a lump sum price and associated rate card Among Tenderers who meet the minimum raw Technical Score of 70 points, price will be considered as part of a value for money assessment in accordance with Part 3, paragraph 6. For this purpose, price means the Tender Price set out in Table A1 (Tender Summary), being the combined total of Personnel Fees (Table A2) and Operational Support Costs (Table A3). Where compliant Tenders are submitted in a mix of Australian Dollars (AUD) and Thai Baht (THB), THB-denominated Tenders will be converted to AUD using the Reserve Bank of Australia's indicative exchange rate published on the Closing Time, for comparison purposes only; the resulting Contract will be executed and paid in the currency submitted in the Tender.	Value for Money
2	Insurance (Not part of evaluation) The Tenderer's Certificates of Currency. Where the Tenderer does not have Public Liability and Professional Indemnity insurance in the amount specified, the Tenderer shall provide their current certificate and confirmation of ability to obtain sufficient cover. <i>Note: No Technical Score weighting is associated with insurances, however Tenderers must demonstrate that insurance policies to the required levels are in place/can be obtained.</i>	PASS/FAIL

6 Financial Proposal

6.1 The Financial Proposal must include the following items:

a. Price Schedule

- i. Tenderers must submit a completed Price Schedule in the format provided (**Tender Form 3**).
- ii. The Price Schedule and all rates must be expressed in Australian Dollars (AUD) or Thai Baht (THB). Any escalation, foreign exchange rate variations, or other price risks, must be built into the fixed lump sum price proposal.
- iii. The Price Schedule shall be prepared inclusive of taxes except GST. The Tenderer is required to determine their own company tax liabilities for this assignment, based on their own company status regarding undertaking work in Thailand.

b. Insurances

- i. Tenderers must submit a completed **Tender Form 4** to provide information regarding their ability to meet insurance requirements but is not part of the tender/proposal evaluation scoring.

c. Due Diligence Preliminary Supplier Statement

- i. Tenderers must submit a completed **Tender Form 5**. This provides DT Global with an initial partner risk profile but is not part of the tender/proposal evaluation.

7 Submission of Proposals

7.1 Digital Proposals

- a. The Tenderer will provide one (1) digital copy of its Tender Declaration, Technical and Financial Proposals, marking each as follows clearly identifying the name of the organisation in the title of the document.
 - i. Tender Declaration
 - ii. File 1: Technical Proposal
 - iii. File 2: Financial Proposal
- b. All documents will be prepared in the English language.
- c. Both parts of the proposal are then to be uploaded to the nominated tender email address clearly marked with:
 - The RFP title; and
 - The Tenderer's name.
- d. The Government of Australia (GoA), Government of Thailand and DT Global will not be responsible for, or pay for, any expense or loss, which may be incurred by a Tenderer in the preparation of its Proposal.
- e. The successful Tenderer must undertake to conclude the contract in accordance with the Timetable set out in **Part 2 - APPLICATION**. If there is any indication that the Tenderer may fail to meet these requirements, DT Global reserves the right to negotiate with alternative Tenderers.
- f. It is strongly recommended that the Tenderer obtains an email receipt as proof of delivery for digital submissions.

PART 4 - TERMS OF REFERENCE

Green Shipping Corridor Assessment for Thailand

About P4I

Partnerships for Infrastructure (P4I) Phase 2 is an Australian Government initiative to support quality infrastructure development that drives inclusive growth in Southeast Asia. P4I-2 is a 10-year initiative to April 2036, with an initial period of five years from May 2026 to April 2031.

P4I works with partners to strengthen policy and regulatory frameworks related to infrastructure development. It also addresses obstacles to project development, including through advice on financing strategies (with an emphasis on mobilising private finance). P4I works closely with Australian Government and industry to help bring relevant solutions to Southeast Asia's infrastructure development challenges, in line with Australia's Southeast Asia Economic Strategy to 2040.

P4I currently works in four sectors: land transport resilience, maritime decarbonisation, integration of renewables into energy systems, and telecommunications. P4I incorporates inclusion (gender equality, disability and social inclusion) and climate (mitigation and adaptation) across these four sectors.

P4I is a multi-country program that also works directly with ASEAN and its secretariat. P4I works in Cambodia, Laos, Malaysia, the Philippines, Thailand and Vietnam. P4I will increase engagement in Timor Leste given its entry into ASEAN and retains flexibility to support activities in Indonesia (as requested by Australia's bilateral program to Indonesia).

The P4I Program Office in Bangkok provides strategic direction and program management, with close engagement with P4I-funded locally engaged DFAT staff at Posts. A P4I Program Executive team oversees implementation, led by the delivery partner Team Leader (Executive Director) with strategic direction provided by DFAT Strategic Director and Deputy Strategic Director.

More information about P4I is available at www.partnershipsforinfrastructure.org

About DT Global Asia Pacific

At DT Global Asia Pacific, we aim to positively impact people's lives through delivery excellence. As a leading implementing partner across Asia and the Pacific, we co-create locally led solutions in partnership with governments, communities, and stakeholders. We bring together talented teams and deep regional expertise to deliver initiatives that promote inclusive economic growth, essential services, and resilient, secure communities. With over 1,500 staff, experts in 22+ countries and more than 60 years of development experience, we tackle complex community, national and transnational challenges — from governance and justice systems to climate resilience, infrastructure and social equity — with innovative thinking and a commitment to long-term impact.

For more information, please see www.dt-global.com

Background

Under the Expanding Transport Cooperation Project, Partnerships for Infrastructure (P4I) is advising the Marine Department (MD), Office of Transport and Traffic Policy and Planning (OTP) and Port Authority of Thailand (PAT) on decarbonising the maritime sector.

Thailand's maritime sector plays a critical role in supporting trade, manufacturing and economic growth. As a major exporting economy, Thailand depends on efficient ports and logistics networks to remain

competitive within regional and global supply chains. The International Maritime Organization's (IMO) decarbonisation agenda and need to manage demands from shipping lines, cargo owners and investors is accelerating the shift towards lower-emission shipping and cleaner port operations.

During P4I Phase 1, P4I assessed Thailand's readiness to decarbonise its maritime sector and identified priority actions required to support Thailand's maritime decarbonisation. This included the development of a Just and Inclusive Green Shipping Corridor (GSC) Assessment Framework to identify the most promising regional GSC opportunities for Thailand. The framework assessed potential ASEAN partners against four criteria: customer demand, shipping line readiness, port readiness, and policy and regulatory readiness. Applying this methodology, Singapore was identified as the preferred corridor partner for further consideration.

P4I is now seeking to conduct deeper analysis of this potential GSC, recognising that GSCs can act as catalysts for broader investment in port infrastructure, fuel supply chains, operational efficiency and maritime decarbonisation.

Objective

This activity contributes to the following objectives:

- Thailand's policy, regulatory and institutional frameworks support the decarbonisation of the maritime sector
- Partners apply inclusive approaches that address gender equality, disability and social inclusion in the planning, financing and delivery of infrastructure
- Thailand's maritime decarbonisation initiatives progress from strategy and planning towards implementation and investment.

Scope of Work

This Scope of Work has integrated elements of the Mærsk Mc-Kinney Møller Center for Zero Carbon Shipping's methodology (**MMMCZCS**) for analysing GSCs. Additional P4I-specific scope has also been added per Tasks 8, 9 and 10 below. The selected Consultant will undertake the following tasks:

Task	Description
T1: Target state	<i>Adapted from MMMCZCS methodology step 1</i> • Define the corridor vision, goals, requirements and desired target state, including key policies and regulatory enablers required to support future implementation.
T2: Sources of alternative fuels	<i>Adapted from MMMCZCS methodology step 2</i> • Identify alternative fuel pathways and assess potential fuel sources, production locations, import opportunities, fuel demand and maturity of supply options.
T3: Storage and bunkering infrastructure	<i>Adapted from MMMCZCS methodology step 3</i> • Assess the current and expected storage and bunkering infrastructure along the corridor.
T4: Technical characteristics of vessels	<i>Adapted from MMMCZCS methodology step 5</i> • Specify the technical characteristics of vessels operating in the corridor, including vessel types, operators, fuel consumption and voyage characteristics.
T5: Trade flows	<i>Adapted from MMMCZCS methodology step 6</i>

Task	Description
	Describe the nature of trade flows along the corridor and assess cargo owner demand, decarbonisation commitments and willingness to adopt green shipping services.
T6: Emissions analysis	<i>Adapted from MMMCZCS methodology step 7.</i> - Establish the Singapore-Thailand corridor emissions baseline and assess the CO₂ abatement potential of alternative fuel pathways relative to the existing fossil fuel-based shipping system. - For Thailand specifically, identify relevant port operations and operational efficiency measures at Laem Chabang Port that could support development of the corridor and assess their emissions reduction potential.
T7: Financial analysis	<i>Adapted from MMMCZCS methodology step 7.</i> Assess the indicative costs, commercial impacts, investment requirements and residual financing gap associated with implementing identified decarbonisation measures at Laem Chabang Port that support development of the corridor.
T8: Socio-economic analysis	<i>P4I-specific scope</i> Assess the workforce, industry and broader socio-economic implications for Thailand arising from decarbonisation measures supporting corridor development, focusing on employment generation and displacement, skills and workforce development needs, community and occupational health and safety, and the distribution of costs and benefits across affected workers, industries and communities. The analysis should be consistent with Just Transition and inclusive development principles.
T9: Regional GSCs	<i>P4I-specific scope</i> Explore opportunities to leverage regional GSC initiatives, including the Australia-Singapore Green and Digital Shipping Corridor, to support corridor development.
T10: Institutional capability	<i>P4I-specific scope</i> Work with OTP, the MD and PAT to strengthen their capability to plan, coordinate and progress the establishment of the Singapore-Thailand GSC, informed by the findings and recommendations of the study.

The Consultant should undertake the necessary consultations with MD, OTP, PAT and other relevant stakeholders to inform the assessment and validate key findings. The Consultant should provide details of its proposed approach to stakeholder engagement and ways of working with these counterparts.

Tenderers should propose and cost their own engagement approach, including any missions, travel or in-country presence considered necessary to deliver the Scope of Work, under Operational Support Costs (Table A3).

Deliverables

The Consultant will provide the following deliverables:

Deliverable	Timing	Indicative content
Progress Report	Mid December 2026	Preliminary findings

Draft Report	End February 2027	Summarise all findings from Tasks 1-9
Final Report	End March 2027	Incorporate feedback from OTP, MD and PAT
Capability building sessions	April 2027	Delivery of three half-day sessions with OTP, MD and PAT following submission of the Final Report, to deliver T10 For pricing in your proposal – assume 30-people in attendance per session, held in-person at a suitable meeting venue in Bangkok

Reporting

The Consultant will report to P4I's Country Engagement Manager for Thailand. The primary government counterparts for the assignment will be MD, OTP and PAT. P4I will coordinate with the Australian Embassy in Bangkok and the Thai counterparts regarding consultations, review of outputs and presentation of findings.

The consultant is expected to maintain regular communication with P4I throughout delivery and promptly raise any issues affecting scope, quality, stakeholder engagement or delivery timelines.

Team

There are five mandatory functions that must be covered by the proposed team: Overall Project Lead, Project Manager, Emissions, Commercial and Financial, and Socio-Economic. These are functions, not fixed positions, and Tenderers are not required to nominate five distinct individuals. A single named individual may cover more than one function where they hold the relevant qualifications and experience for each, and a function may be split across more than one person where justified. Regardless of how the team is structured, the Technical Proposal must make clear which named individual(s) are accountable for each function. Substitution of nominated personnel during the activity will require prior approval from P4I.

1) Overall Project Lead

- Responsible for delivery of overall activity
- Subject matter expert on the maritime sector and maritime decarbonisation
- Lead delivery of T1-T5 and T9-10
- Demonstrated individual experience delivering advisory or technical assignments in Australia, Thailand and/or Southeast Asia
- Ability to engage effectively with Thai Government counterparts

2) Project Manager

- Manage day-to-day communication and coordination with P4I Hub
- Manage information requests and regular working group meetings with OTP, MD and PAT
- Facilitate timely completion of deliverables against agreed timeframes
- Quality assurance of deliverables
- Ongoing data collection for monitoring and evaluation
- Internal budget reporting to P4I Hub

3) Emissions Expert

- Lead delivery of T6

4) Commercial and Financial Expert

- Lead delivery of T7

5) Socio-Economic Expert

- Lead delivery of T8
- Demonstrated approach to integrating gender equality, disability and social inclusion considerations into the socio-economic analysis

PART 5 - TENDER FORMS

Tender Form 1: Tender Declaration

I [insert name], on behalf of [insert Company Name] declare that:

- a. [Company name] tenders to perform the Services for the Tender Prices set out in the Tender, upon and subject to the conditions of this RFP, the Terms of Reference and Contract terms and conditions.
- b. The Tenderer undertakes, if this Tender is accepted and a Contract acceptable to DFAT is executed by both parties, to commence the Services promptly and to perform them in accordance with the Contract.
- c. The Tender is accurate in every respect. In particular, I warrant that the information and certification included in each CV submitted in the Tender is accurate, that the proposed team members have been approached and have confirmed their availability, that no proposed team member is a current DT Global/DFAT employee or a Former DT Global/DFAT Employee for the past 5 years, and that DT Global has the authority to make the inquiries referred according to the CV certification.
- d. I confirm that the Tender Sum of (INSERT TENDER SUM WORDS & NUMBERS exclusive of GST) includes for information / documents received in the following;
 - i. Addenda (state Addenda No.) _____
 - ii. Tender Clarification (state Clarification No.) _____
- e. I warrant that the Tender was not prepared with the involvement or assistance of any current or former DT Global or DFAT Employee in which they were substantially involved in the design, preparation, appraisal, review, and or daily management of related Program material.
- f. I acknowledge that:
 - a. if the Tenderer is found to have made false or misleading material claims or statements in the Tender or in this declaration, or to have used confidential information, or received improper assistance, DT Global will reject at any time any Tender lodged by or on behalf of the Tenderer;
 - b. providing false or misleading information to DT Global constitutes serious offences under the Criminal Code Act 1995 (Cth) and the Crimes Act 1958 (Victoria). This is in addition to any specific offences under the laws of the local jurisdictions where such false or misleading information is provided to, or received by, DT Global.
 - c. where DT Global suspects the Tenderer has provided false or misleading information in its tender, DT Global has mandatory reporting obligations to its Client(s), who may also direct DT Global to report to other authorities, including enforcement authorities.
- g. I agree:
 - i. that the Tenderer will be bound by this Tender for the Tender Validity Period stipulated in the RFP after the Closing Time; and
 - ii. that this Tender may be accepted by DT Global at any time before the expiration of that period or any additional period to which we may agree.
- h. I understand that DT Global is not bound to accept the lowest priced, or any Tender.
- i. I warrant that in preparing the Tender for the Services, the Tenderer and its Related Entities or any of its officers, employees, agents, consortia partners and subcontractors and consultants did not act in any way which did or could have had the effect of reducing the competitiveness of

the tender process for the Services. In particular, I warrant that the Tenderer or any of its officers, employees, agents, and subcontractors did not engage in:

- i. any discussion or correspondence with other Tenderers concerning the amount of the Tender;
- ii. any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any of the other Tenderers or any other person; or
- iii. any conduct or have any arrangement or arrive at any understanding with any of the other Tenderers.
- j. I warrant that the Tenderer, and its Related Entities or any of its officers, employees, agents, consortia partners and subcontractors and consultants, have not attempted to solicit information from, or influence improperly any DT Global staff, any Commonwealth of Australia officer, contractor or agent, or approached any Minister, Commonwealth officer, or Partner Government representative, or violated any applicable laws, policies of the Commonwealth of Australia or DT Global regarding the offering of inducements in connection with this tender.
- k. I warrant that the Tenderer and its Related Entities or any of its officers, employees, agents, consortia partners and subcontractors and consultants, are not listed on a World Bank List or a Relevant List or subject to any proceedings or informal processes which could lead to listing on a World Bank List or a Relevant List.
- l. I warrant that the Tenderer and its Related Entities or any of its officers, employees, agents, consortia partners and subcontractors and consultants, are not the subject of an investigation (whether formal or informal) or temporary suspension by the World Bank or another donor of development funding which could lead to the Tenderer and its Related Entities or any of its officers, employees, agents, consortia partners and subcontractors and consultants, becoming so listed. I warrant that I will immediately notify DT Global if the Tenderer and its Related Entities or any of its officers, employees, agents, consortia partners and subcontractors and consultants become listed, investigated or suspended by the World Bank or any development donor prior to the award of the contract.
- m. I warrant that the Tenderer and its Related Entities or any of its officers, employees, agents, consortia partners and subcontractors and consultants, have not been in litigation with DT Global (*or legacy companies i.e. AECOM International Development's Services Sector, Development Transformations, IMC Worldwide, Cardno International Development*) or any DFAT funded projects.
- n. Successful applicants must comply with the following Australian Aid Program Policies (available at www.dfat.gov.au) if successful in winning an P4I tender:
 - i. 'Gender Equality and Women's Empowerment Strategy' (2018);
 - ii. 'Development for All 2015-2020: Strategy for strengthening disability-inclusive development in Australia's aid Program';
 - iii. 'Environment and Social Safeguard Policy' (2019);
 - iv. 'Child Protection Policy' (2018);
 - v. 'Preventing Sexual Exploitation, Abuse and Harassment Policy' (2019) and
 - vi. other policies as published or as notified to applicants by DFAT.
- o. I undertake that, if the Tenderer becomes aware of a circumstance referred to under Ineligibility to Tender after it has submitted its Tender, I will immediately notify DT Global in writing.
- p. I warrant that the Tenderer and its Related Entities or any of its officers, employees, agents, consortia partners and subcontractors and consultants have not been convicted of any of the

following offences of, or relating to: conspiracy relating to participation in a criminal organisation; corruption; bribery (including bribery of a public official or foreign bribery); fraud; money laundering. Furthermore, the Tenderer and its Related Entities or any of its employees, agents, consortia partners, subcontractors or consultants are not subject to any proceedings which could lead to such a conviction.

- q. I undertake that the Tenderer will not permit any of its employees or agents, to work with children without having the appropriate checks and due diligence in place prior to commencement of work or services, including, compliance training, risk screening, and formal police checks.
- r. No employees of the Tenderer, or its agents, who have been nominated in Activity positions that involves working or contact with children, have been convicted of a criminal offence relating to child exploitation or abuse, sexual exploitation, abuse or harassment, trafficking or modern slavery; nor have they been charged with or are they subject to any proceedings which could lead to such a conviction.
- s. Neither the Tenderer nor any of its agents has an unsettled judicial decision against it relating to employee entitlements.
- t. Neither the Tenderer and its Related Entities nor any of its officers, employees, agents, consortia partners and subcontractors and consultants, had knowledge of the technical proposal or the Tender Price for the Services of any other Tenderer prior to the Tenderer submitting its Tender for the Services.
- u. Neither the Tenderer and its Related Entities nor any of its officers, employees, agents, consortia partners and subcontractors and consultants, disclosed the technical proposal or the Tender Price for the Services submitted by the Tenderer to any other Tenderer who submitted a tender for the Services or to any other person or organisation prior to the Closing Time.
- v. Neither the Tenderer nor its Related Entities, nor any of their officers, employees, agents, consortia partners, subcontractors or consultants, has provided information to any other tenderer, person or organisation to help that party prepare a bid the Tenderer believed was not a genuine attempt to compete for the Contract (sometimes called a "cover bid"). Prior to the Tenderer submitting its Tender for the Services, neither the Tenderer and its Related Entities nor any of its officers, employees, agents, consortia partners and subcontractors and consultants, entered into any Contract, agreement, arrangement or understanding that the successful Tenderer for the Services would pay any money, or would provide any other benefit or other financial advantage, to or for the benefit of any other Tenderer who unsuccessfully tendered for the Tender.
- w. I warrant that the Tenderer and its Related Entities nor any of its officers, employees, agents, consortia partners and subcontractors and consultants, in submitting this Tender, <do or do not - Tenderer to select one> have any conflict of interest (actual, potential or perceived).

Description of actual/potential/perceived conflict of Interest	Provide Details on how Successful Tenderer will manage actual/potential/perceived conflict of Interest

- x. The Tenderer:

- a. will notify DT Global in writing immediately if any conflict of interest arises or is perceived to arise in respect of this procurement process or the provision of the Services.
 - b. will take such steps as DT Global may require to resolve or otherwise deal with a conflict of interest notified within this Tender Declaration or which otherwise comes to the attention of DT Global during this procurement process;
 - c. agree that DT Global may exclude the Tenderer's tender submission from further consideration if, in the opinion of DT Global, the Tenderer fails to take any steps required by DT Global to resolve or deal with a conflict of interest.
- y. The Tenderer disclosed below (to the best of our knowledge) any matter that may materially affect our performance of the contract, including but not limited to: any security, probity, or integrity issue, including current or pending investigations or enquiries by any government, law enforcement, or regulatory body; financial capacity and viability to perform the Services.

Disclosure: _____

Signed: _____ Dated: _____

Position: _____

Tender Form 2: Proposed Personnel and Curriculum Vitae Template

Project Role	Name	Gender	Company	Key Responsibilities on Project	Other Current Major Project Commitments

Tender Form 2: Curriculum Vitae Template

Name		Total years' experience	
Specific area of expertise			
Proposed Position			
Home base		Nationality	
Organisation/Company			
Professional qualifications			
Professional affiliations			
Languages spoken and proficiency			
Countries of previous relevant work			
Outline of relevant key skills for this project			
Details of relevant experience (i.e., on similar projects)			
Proposed duties on this project			
I, [insert name], declare that: the information provided in this CV is accurate and hereby authorise DT Global to make any inquiries it may consider reasonable and necessary to undertake during the tender assessment in relation to the information I have provided in this CV, or any other matter which may relate to my suitability for the position for which I have been nominated. I am available to participate with company (insert company name) in the Activity in the role in which I have been nominated in the Tender for the period or periods indicated in the Tender. I am a person of good fame and character; and I have not been convicted of an offence of, or relating to, bribery of a public official, nor am I subject to any proceedings which could lead to such a conviction. I am not underage (above 18 years of age). Signed _____ date: _____			
Nominated Referees			
Name		Name	
Position		Position	
Email & Phone		Email & Phone	

Tender Form 3: Price Schedule

To: DT Global Asia Pacific Pty Ltd.

I/We [insert name], ("the Tenderer")

Address: [insert address]

Have read, fully examined the request for proposal document (RFP) No. TH-MT-00-001/P4I/02 including supporting documentation and have no reservations to the requirements and conditions of RFP.

We have examined DT Global's tender documents, and hereby submit the below quoted price (exclusive of GST)

TABLE A1: TENDER SUMMARY

No	Description	Total (AUD or THB excl. GST/VAT)
1.0	Personnel Fees - see Table A2 below	
2.0	Operational Support Costs - see Table A3 below	
TENDER PRICE AUD or THB (Exclusive GST)		

TABLE A2: PERSONNEL FEES

Item	Position and named individual	Total Time Input (days)	Daily Rate AUD or THB (excl. GST/VAT)	Total AUD or THB (excl. GST/VAT)
1.0				
2.0				
SUBTOTAL PERSONNEL FEES (AUD or THB excl. GST/VAT)				

TABLE A3: OPERATIONAL SUPPORT COSTS

Item	Description	Qty	Rate AUD or THB (excl. GST/VAT)	Total AUD or THB (excl. GST/VAT)
1.	[e.g. Airfares]			
2.	[e.g. Per Diems as per UN Daily Allowance rates for Thailand from https://icsc.un.org/]			
3.	[e.g. In-country transportation]			
4.	etc.			

SUBTOTAL OPERATIONAL SUPPORT COSTS (Excluding GST/VAT)

TABLE A4: MILESTONE PAYMENT SCHEDULE LINKED TO DELIVERABLES

Item	Milestone	Verification method	Total AUD or THB (excl. GST/VAT)
1.	Progress Report	Acceptance by DT Global and DFAT	
2.	Draft Report	Acceptance by DT Global and DFAT	
3.	Final Report	Acceptance by DT Global and DFAT	
4.	Capability building program	Acceptance by DT Global and DFAT	
TOTAL MILESTONE FEES (AUD or THB excl. GST/VAT)			
Note: This total must equal the TOTAL PERSONNEL FEES (AUD or THB excl. GST/VAT) as provided in TABLE A2.			
OPERATIONAL SUPPORT COSTS will be invoiced separately.			

Please include any key assumptions underpinning the financial proposal.

Tender Form 4: Insurances

Does your company have or are you able to obtain the mandatory minimum required levels of insurance?	Public Liability		
	(Yes/No)	Policy number(s):	
		Insurance:	
		Minimum Limit:	AUD20,000,000.00
	Professional Indemnity Insurance		
	(Yes/No)	Policy number(s):	
		Name of insurance company:	
		Minimum Limit:	AUD10,000,000.00 or equivalent
	Workers Compensation		
	(Yes/No)	Policy number(s):	
		Name of insurance company:	

Tender Form 5: Due Diligence Preliminary Partner Statement

1. Instructions

Prospective Contractors must complete the Due Diligence Preliminary Statement as part of the Request for Tender. This provides DT Global with an initial partner risk profile but is not part of the proposal evaluation scoring. The **preferred tenderer** will be required to complete a Due Diligence Assessment before a contract/grant agreement is signed.

2. Details

Name of Organisation			
Registration #		Country of Registration	

3. Due Diligence Baseline Criteria: Preliminary Partner Statement

Due Diligence Criteria and Questions	Proposed Partner Response	
	Yes/No	List of evidence that may be checked if notified as preferred partner; or a brief statement if required
Entity Details		
The proposed partner confirms it is a legal entity.	Choose an item.	e.g. registration certificate and number; legal entity structure; board minutes; bank details.
Past Performance		
The proposed partner can demonstrate relevant past performance with good performance outcomes.	Choose an item.	e.g. list of previous relevant projects; annual reports; client performance assessment reports. It is expected the supplier will include comprehensive information in their proposal, so only brief information is required here.
Fraud Control/Anti-Corruption		
The proposed partner confirms it has measures in place to deal with the risk of fraud, bribery and corruption.	Choose an item.	e.g. fraud/anti-corruption policies, procedures and tools; financial policies; induction and training programs; conflict of interest policies and/or registers.
The proposed partner confirms it is willing to adhere to DT Global's fraud and anti-bribery policies.	Choose an item.	Note these can be made available upon request.
The proposed partner confirms it is not currently, nor has been over the last two years, the subject of a fraud or corruption related investigation by external parties (external parties may include national authorities including police, multilateral	Choose an item.	If the subject of a recent such investigation, include a brief statement on details.

Due Diligence Criteria and Questions	Proposed Partner Response	
	Yes/No	List of evidence that may be checked if notified as preferred partner; or a brief statement if required
organisations and other donors or implementing partners).		
Sanctions List/Counter-Terrorism		
The proposed partner confirms it (or any subsidiary or parent entity), nor any of its personnel, are not included on any national or international sanctions list (including but not limited to UKPTO ; World Bank List ; ADB Sanctions List ; Australian National Security website ; DFAT's consolidated list ; UK's Proscribed Terrorist Organisations).	Choose an item.	If Yes to any, include a brief statement on details.
Integrity Systems		
The proposed partner confirms it has integrity systems in place to recruit/procure staff and suppliers that are qualified and of good character. This includes undertaking due diligence of its suppliers/contractors.	Choose an item.	e.g. recruitment and procurement policies and procedures; conflict of interest policies, criminal record checks.
The proposed partner confirms it has processes in place to ensure staff and any proposed partners are appropriately trained and performance managed.	Choose an item.	e.g. Code of Conduct; training programs; performance management policies and procedures; grievance procedure; whistle-blower policy.
Child Protection		
The proposed partner confirms it has policies and procedures in place to deal with the risk of child exploitation and abuse.	Choose an item.	e.g. child protection policy and procedures; Code of Conduct; child protection risk assessments.
The proposed partner confirms it is willing to adhere to DT Global's Child Protection Policy and Procedures.	Choose an item.	Note these can be made available upon request.
Safeguarding, including Preventing Sexual Exploitation, Abuse and Harassment		
The proposed partner confirms it has policies and procedures in place to deal with the risk of sexual exploitation, abuse and harassment.	Choose an item.	e.g. preventing sexual exploitation, abuse and harassment policy and procedures; Code of Conduct; sexual exploitation risk assessments.
The proposed partner confirms it is willing to adhere to DT Global's Preventing Sexual Exploitation, Abuse and Harassment Policy and Procedures.	Choose an item.	Note these can be made available upon request.

Due Diligence Criteria and Questions	Proposed Partner Response	
	Yes/No	List of evidence that may be checked if notified as preferred partner; or a brief statement if required
Security Arrangements		
The proposed partner confirms it has policies and procedures in place to manage security risks associated with its operations and will be responsible for the security arrangements of staff and suppliers/sub grantees within its control.	Choose an item.	e.g. security plan or procedures; subscriptions to travel/security provider/alerts.
The proposed partner confirms it is willing to adhere to DT Global's security policies, procedures and directions relevant to the activity.	Choose an item.	Note these can be made available upon request.
Work Health and Safety		
The proposed partner confirms it has policies and procedures in place to manage the health and safety risks associated with its operations and will be responsible for the health and safety of its staff and suppliers/sub grantees within its control.	Choose an item.	e.g. health and safety policies and procedures; relevant risk assessments; health and safety plans; workers compensation insurance policy; travel/medical insurance policies.
The proposed partner confirms it complies with the health and safety laws in the jurisdiction it is working in, and will comply with all relevant health and safety laws in the jurisdiction of this activity.	Choose an item.	e.g. Legal register; workers compensation policy.
The proposed partner confirms it is willing to adhere to DT Global's health and safety policies and procedures and will provide all reasonable assistance in any health and safety review or investigation.	Choose an item.	Note these can be made available upon request.
The proposed partner confirms it will take out all relevant insurances to cover its obligations if it is the preferred partner.	Choose an item.	e.g. certificates of currency for professional indemnity, public liability, workers compensation insurance, travel/medical insurance.

4. Declaration

I _____ [print name] _____
 [print position title] declare the following:

I am duly authorised to provide this information on behalf of _____ [print organisation name] and the information provided is true and correct.

Name and Position	Signature	Date

PART 6 - DRAFT CONTRACT

Subcontractor Agreement

(Partnerships for Infrastructure Program)

between

DT Global Asia Pacific Pty Ltd

ACN: 006 170 869

and

Subcontractor

ACN: #

Agreement Number: Agreement Number

DT Global Asia Pacific Pty Ltd

Level 14, Tenancy 2, 501 Swanston Street, Melbourne, VIC, 3000 Australia

P: +61 3 9100 4100

www.dt-global.com

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Agreement Details

Item No.	Description
Item 1 Agreement Number	#
Item 2 Project Title/Activity	Partnerships for Infrastructure Program - Phase 2 Activity Title (e.g. XXX Program/Baseline Study)
Item 3 Client	Commonwealth of Australia, Department of Foreign Affairs and Trade (DFAT)
Item 4 Donor	Commonwealth of Australia, Department of Foreign Affairs and Trade (DFAT)
Item 5 Contractor	Contractor including ACN (or overseas equivalent business identifier)
Item 6 Specified Contractor Personnel	Please refer to Schedule 4 of this Agreement
Item 7 Contractor's Contact Details	Name Tel Email Address
Item 8 Partner Country	Thailand
Item 9 Location	Location may include home base as well
Item 10 Start Date	On or about DD/MM/YYYY
Item 11 Finish Date	On or about end date DD/MM/YYYY
Item 12 Term refer also Clause 1 Schedule 1	Term
Item 13 No. of Inputs refer also Clause 1 Schedule 1	Inputs
Item 14 Contractor's Country of Registration	Contractor's country of registration
Item 15 Specified Personnel Point of Origin	Point of origin of Specified Contractor Personnel
Item 16 DT Global Manager	Relevant Business Unit Manager or Head of Region
Item 17 Team Leader or equivalent	Team Leader (or equivalent)
Item 18 Project Director or equivalent	DT Global Project Director (or equivalent)
Item 19 Project Manager or equivalent	DT Global Project Manager or equivalent
Item 20 Project Support Officer	DT Global Project Support Officer
Item 21 Contractor's Manager	Contractor's Manager responsible for oversight of implementation of the Agreement
Item 22 Minimum Insurance Amounts and Coverage Period/s	Minimum Insurance Amount/s and Coverage Period/s
Item 23 Applicable Standards	(i) DFAT Design and Monitoring, Evaluation and Learning Standards (https://www.dfat.gov.au/about-us/publications/Pages/dfat-monitoring-and-evaluation-standards) (ii) ISO 30405:2016 (Human resource management - Guidelines on recruitment) (iii) ISO 30408:2016 (Human resource management - Guidelines on human governance) (iv) ISO 15489 (Records management)
Item 24 Confidential Information	[Refer to Head Contract Details (Confidential Information) and enter here. If the Head Contract Details is N/A or blank, then put "N/A" in this cell. Note: the obligations on the Contractor to comply with other Confidential Information as defined in this Agreement still applies.]
Item 25 DFAT Confidential Information	[Refer to Schedule 9 (Confidential Information) of the Deed of Standing Offer between DFAT and DT Global and enter here. If there is nothing or it is blank then put "N/A" in this cell.]

Standard Terms and Conditions

1. The Parties

- 1.1 This Subcontractor Agreement sets out the terms and conditions under which DT Global Asia Pacific Pty Ltd ACN 006 170 869 engages **Contractor ACN** to perform the Services in relation to the Project noted at **Item 2** of the **Agreement Details**. For the purposes of this Agreement, DT Global Asia Pacific Pty Ltd will be referred to as “DT Global” or “we” or “our” or “us” and **Contractor** as “Contractor” or “your Personnel” or “you” or “yours” or “they”.

2. The Agreement

- 2.1 This Agreement consists of:
- the **Agreement Details**, which summarise details unique to this Agreement;
 - the **Standard Terms and Conditions** on which we engage you; and
 - the **Schedules**, which contain Project Specific and/or Donor/Client Requested Terms and Conditions, Definitions and Interpretations, Scope of Services for the Assignment, Basis of Payment as well as other explanatory notes and documents as may be required by our Donor/Client.
- 2.2 Should this Agreement contain any discrepancy, ambiguity or inconsistency then the order of precedence of those documents forming this Agreement listed at **Clause 2.1** above shall apply to resolve the discrepancy, ambiguity or inconsistency.
- 2.3 For the purposes of this Agreement and unless the context otherwise requires:
- a singular word includes the plural, and vice versa;
 - a word that suggests one (1) gender includes the other genders;
 - where a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning;
 - a reference to DT Global includes our Related Bodies Corporate within the meaning of the *Corporations Act 2001*, our successors and permitted assigns;
 - a reference to Project includes Programs and vice versa;
 - paragraph headings are for reference only and will not affect the interpretation of this Agreement;
 - a reference to a person will be construed and taken to be a reference to an individual, partnership, body corporate, trust or governmental department or instrumentality (whether Federal, State or local) and whether incorporated or not;
 - if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing; and
 - a reference to information is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.

3. The Assignment

- 3.1 You agree to satisfactorily perform the Assignment:
- at the Location noted at **Item 9** of the **Agreement Details**;
 - in accordance with the Scope of Services at **Schedule 3**;
 - on the terms set out, and as amended by the Parties from time to time; and
 - with the level of care, skill, competence, and diligence expected of a professional

experienced in carrying out the type of services required.

- 3.2 Unless otherwise stated in this Agreement, you and your Personnel acknowledge that this assignment is non-exclusive.
- 3.3 The Assignment will be undertaken in the name of DT Global and you and your Personnel will observe the professional standards which we require. You and your Personnel will not represent yourself as being an employee, partner or agent of DT Global, our Donor/Client, or of the Commonwealth of Australia.
- 3.4 You and your Personnel will complete the Assignment within the Term noted at **Item 12** of the **Agreement Details**. If the Assignment is not completed within the Term noted, you and your Personnel will continue to work without delay to complete the Assignment in accordance with this Agreement, however your entitlement to Fees will cease on expiry of the Term. Where DT Global considers that a delay has arisen, in whole or in part, because of an act or omission on the part of DT Global, the Donor/Client, or other actors outside the Contractor's reasonable control, DT Global may, by notice in writing to the Contractor, extend the time for performance of the relevant obligation of the Agreement to the extent of the delay.
- 3.5 You and your Personnel and any accompanying dependants agree to conduct yourself or themselves in a way that maintains friendly relations between us, our Donor/Client, counterpart agencies, the government and people of the Partner Country. You will not make any public statement that may adversely reflect on us, our Donor/Client, counterpart agencies or the government and people of the Partner Country.
- 3.6 You and your Personnel agree to comply with our procedures and instructions relating to the Project, working conditions, welfare and security.
- 3.7 You must immediately notify DT Global if you or your Personnel is:
- subject to a change in control of its legal entity; on the DFAT Consolidated List, the Criminal Code Act List, the World Bank List or a Relevant List;
 - subject to any proceedings or informal process that could lead to listing on the DFAT Consolidated List, the Criminal Code Act List, the World Bank List or a Relevant List;
 - temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;
 - temporarily suspended from tendering by a donor of development funding other than the World Bank; and/or
 - the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.
- 3.8 You must inform DT Global immediately if you become aware of any issue that may affect your performance of, or compliance, with this Agreement.

4. Basis of Payment

- 4.1 The Basis of Payment is set out in **Schedule 4**.
- 4.2 The Maximum Contract Value as set out in **Schedule 4** is fixed for the Term. This amount shall not be varied or changed in the event that an item that comprises the Fixed Management Fee or Reimbursable Costs in **Schedule 4** is subject to rise or fall in accordance with a change in law or other statutory obligation imposed on you.
- 4.3 Subject to **Clause 3.4** above, your entitlement to payment of the Maximum Contract Value begins on the Start Date and finishes at the expiration of the Term.
- 4.4 The Maximum Contract Value is inclusive of any overtime or penalty or other allowances payable by us to you or your Personnel.

- 4.5 Unless stated otherwise in **Schedule 4**, all payments made by us will be made in the currency of the Agreement between us and our Donor/Client.
- 4.6 Allowances will be paid in accordance with the provisions set out in the Agreement.
- 4.7 We may adjust the payments under **Schedule 4** at any time if we reasonably believe that you or your Personnel have:
- been delayed through Reasons Beyond Your Control;
 - not performed any part of the Scope of Services in a timely and proper manner;
 - otherwise failed to comply with your obligations; or
 - been overpaid.
- 4.8 We may at any time offset any amount due for payment by us to you against any amount due for payment by you to us.
- 4.9 Unless agreed otherwise we will transfer payments in accordance with the Basis of Payment set out in **Schedule 4** to one (1) bank account nominated by you.
- 5. Taxation and Income Tax**
- 5.1 Unless agreed otherwise, you are responsible for payment of any and all taxes, levies and other government charges that may apply within or outside your Country of Registration.
- 5.2 We will withhold funds from your payments under **Schedule 4** where required under the laws of Australia or another country.
- 5.3 You will indemnify us for any costs that we may incur in the Partner Country or your Country of Registration in relation to your failure to meet any assessment or penalty under any applicable tax legislation.
- 6. Medical, Dental, Evacuation, and Travel Insurance**
- 6.1 In connection with the performance of the Services, you or your Personnel must have and maintain during the Term the following valid and enforceable insurance policies:
- adequate medical and dental insurance for persons who are engaged to operate outside their country of permanent residence;
 - adequate insurance for medical evacuation and evacuation resulting from an insured event; and
 - adequate general travel insurance.
- 6.2 You acknowledge that:
- we are not qualified to advise you or your Personnel in relation to what vaccinations and medications may be necessary during this Assignment;
 - you or your Personnel have sought your own medical advice from a qualified medical practitioner regarding vaccination and medical requirements which may be necessary during the Assignment;
 - we will not be held liable for any failure or omission to inform you or your Personnel of any possible health risks which may affect them during the Assignment;
 - where an act or omission of yours or your Personnel results in an insurer denying cover under any policy or causes any insurance to be voided, we will have no liability to you, or your Personnel, or any accompanying dependant persons for any loss or damage incurred;
 - you are responsible for any medical, hospital and dental expenses incurred as a result of injuries or accidents;
 - we will not be responsible for the payment of health insurance premiums or medical, hospital or dental expenses for you or your Personnel;
 - you are responsible for arranging all insurances relating to you or your Personnel, their dependants and property;
 - you will be liable for the cost of all inoculations, vaccinations and medications, whether compulsory, recommended or otherwise; and
- you are responsible for the cost of any other medical, dental, evacuation and travel insurances you and your Personnel may require that are additional to those specified in this Agreement.
- 7. Expenses and Travel**
- 7.1 We will reimburse you for those expenses listed in **Schedule 4** on the proviso that appropriate documentation of the expenditure (as required by us and/or our Donor and noted in **Schedule 4**) is provided with your invoice. No expenses other than those in **Schedule 4** will be reimbursed.
- 8. Resources and Computer Viruses**
- 8.1 Unless otherwise advised by us, you must provide all necessary equipment to perform the services under this Agreement.
- 8.2 You will take all reasonable steps to ensure that all electronic data (e.g. disks, electronic mail and attached documents) sent to us whether using your own equipment, or equipment provided by the Project, or third-party equipment are clear of any computer viruses or similar which could cause file and system attacks.
- 9. Subcontracting**
- 9.1 You must not subcontract any part of this services without our approval.
- 9.2 We must obtain our Donor/Client's prior written approval if you are to subcontract with any third party where the proposed subcontract is with a Related Entity. In granting approval under this **Clause 9.2**, our Donor/Client may impose any conditions it considers appropriate.
- 9.3 If approval is granted you must not subcontract:
- any part of the provision of the Goods and/or Deliverables to a person who is, or an entity, that is:
 - on the DFAT Consolidated List, the Criminal Code Act List, the World Bank List or a Relevant List; or
 - directly or indirectly engaged in any terrorism-related activity.
- 9.4 Any subcontract entered into by you for the performance of any part of the Project must contain clauses:
- that authorise the Commonwealth to publish details of the name of the subcontractor and the nature of the Goods and/or Services that the subcontractor is subcontracted to perform;
 - under which the subcontractor assumes all your obligations (including all obligations under Australian Law and development policies), and gives all the warranties you give, under this Contract to the extent they are relevant to the Project the subcontractor is subcontracted to perform; and
 - that give you the right to terminate the subcontract for convenience as set out in **Clause 39.3**.
- 9.5 If you subcontract your performance of any part of the Project, you remain liable for the acts, defaults and omissions of the subcontractor as if they were your acts, defaults and omissions.
- 10. Procurement and Grants**
- 10.1 In procuring all assets for the Project (including entering subcontracts), you must implement procedures that are consistent with the principles of the Commonwealth Procurement Rules.
- 10.2 If, in the performance of the Services, you undertake the administration of Grants, you must implement procedures so that the administration of the Grants is undertaken in a manner that is consistent with the *Commonwealth Grants Rules and Principles 2024*.

11. Shadow Economy

- 11.1 It is Commonwealth Policy to increase the integrity of government procurement, as listed in the procurement connected policy guidelines (*Shadow economy - increasing the integrity of government procurement: Procurement connected policy guidelines October 2024*; available at <https://treasury.gov.au/publication/p2019-t369466>).
- 11.2 You warrant in relation to any first tier subcontractor you engaged to deliver goods and/or services with an estimated value of over AUD4 million (GST inclusive) that you either:
- (a) at the time of responding to the approach to market that resulted in the entry of this Agreement, obtained all Valid and Satisfactory Statements of Tax Record required for the Subcontractor's entity type under Part 10 of the *Shadow Economy Procurement Connected Policy*; or
 - (b) obtained at the time of entry into the subcontract, all Valid and Satisfactory Statements of Tax Record required for the Subcontractor's entity type under Part 10 of the *Shadow Economy Procurement Connected Policy*.
- 11.3 You must, on request by us or our Donor/Client, provide to us a copy of any such Statement of Tax Record.
- 11.4 If you are in a partnership, you will ensure that if a new partner joins the partnership that a valid and Satisfactory Statement of Tax Record for the partner is provided to you as soon as possible after they become a partner to the partnership.
- 11.5 You must hold all Valid and Satisfactory Statements of Tax Record required for your entity type under Part 10 of the *Shadow Economy Procurement Connected Policy* as at the Agreement Start Date and at all times during the Agreement. You will provide to us, upon request from us or our Donor/Client, a copy of any such Statement of Tax Record.
- 11.6 Without limiting other rights under this contract or a law, any failure by you to comply with the requirements outlined in this clause will be a breach of contract.

12. Counter-Terrorism and Sanctions

- 12.1 You must ensure that funds provided under this Agreement (whether through a subcontract or not) do not provide direct or indirect support or resources to:
- (a) organisations and/or individuals associated with terrorism;
 - (b) organisations and individuals for whom Australia has imposed sanctions under: the *Charter of the United Nations Act 1945* (Cth) and regulations made under that Act; the *Autonomous Sanctions Act 2011* (Cth) and regulations made under that Act; or
 - (c) organisations and/or individuals listed on the Criminal Code Act List, the DFAT Consolidated List, the World Bank List or a Relevant List.
- 12.2 If during the term of this Agreement, you or your Personnel become aware or should have reasonably become aware that funds or resources have directly or indirectly been provided to organisations or individuals associated with terrorism, you must inform us immediately. Failure to inform us in accordance with this clause (or if we reasonably suspect that you have failed to inform us) will entitle us to terminate this Agreement immediately in accordance with **Clause 39**.
- 13. Personnel**
- 13.1 You must ensure that your Personnel are aware of use your best endeavours to ensure your Personnel comply with, the requirements of the Agreement.
- 13.2 You must use your best endeavours to ensure that your Personnel are of good fame and character.
- 13.3 You must use your best endeavours to ensure that no Personnel or their accompanying family members:

- (a) become involved in the political affairs of the Partner Country (unless citizens of the Partner Country);
- (b) interfere in the religious affairs of the Partner Country (unless citizens of the Partner Country); or
- (c) share information known as a result of their work on, or relationship to, the Project, in a way that a reasonable person could foresee may cause a conflict of interest or be detrimental to the relationship between the Australian and Partner Governments.

- 13.4 You must not engage a currently serving Commonwealth employee in any capacity in connection with the Services without the prior written approval of DT Global.
- 13.5 You must not engage a Former DFAT Employee in any capacity in connection with the Services unless DFAT has approved the engagement in writing.
- 13.6 You must ensure that media advertisements placed by you for personnel to fill a Project position acknowledges that the Project is funded by the Donor/Client (further information is available from us).
- 13.7 DT Global or the Donor/Client may give notice to you requiring you to remove any Personnel from work in respect of the Services. You must promptly arrange for the removal of such Personnel from work in respect of the Services and their replacement (if required) with Personnel acceptable to DT Global and the Donor/Client.
- 13.8 You must advise DT Global promptly in writing of any change in the circumstances of any Personnel that, in your reasonable opinion, is likely to affect DT Global's assessment of the person under the Agreement.

14. Specified Personnel

- 14.1 You must provide all Specified Personnel for the Project and for the minimum periods specified in **Schedule 3** and **Schedule 4**.
- 14.2 During the minimum periods specified in **Schedule 4**, the Long Term Personnel included in the Specified Personnel must be exclusively dedicated to the Project and only perform the duties required under this Agreement unless otherwise agreed in writing by DT Global.
- 14.3 You must use your best endeavours to secure the availability of Specified Personnel for the term of the Contract. If a change to Specified Personnel is required you must provide DT Global with not less than three (3) months prior written notice of such change except where circumstances beyond your reasonable control make the giving of such notice impracticable. Any proposed change to the Specified Personnel must only be made after written consent from DT Global and the Donor/Client and in accordance with the procedure set out in **Clause 14.7** below. Any advertising for new or replacement Specified Personnel engaged under this Subcontractor Agreement must adhere to DFAT's AusConnect guidance and may need to be advertised on the AusConnect Portal (<https://ausconnect.dfat.gov.au/>).
- 14.4 Subject to **Clause 14.3** above, Specified Personnel may be temporarily absent from the Project. Where Specified Personnel are unavailable for work in respect of the Agreement, for any period in excess of two (2) weeks, you must notify DT Global in writing immediately and, if requested, must provide replacement personnel acceptable to DT Global and the Donor and the Partner Government at no additional charge and at the earliest opportunity and for the duration of the absence.
- 14.5 The costs incurred by you in providing temporary substitute personnel due to the absence of Specified Personnel are your responsibility.
- 14.6 You must advise DT Global promptly in writing of any change in the circumstances of any Specified Personnel that, in your reasonable opinion, is likely

- to affect DT Global's assessment of the person under the Contract.
- 14.7 Before appointing Specified Personnel to the Project, you must obtain DT Global's written approval. In seeking approval of proposed Specified Personnel you must provide to DT Global:
- (a) the full names, dates of birth, and nationalities of proposed personnel and their accompanying dependants;
 - (b) a statement demonstrating that the proposed personnel has the demonstrated skills and capacity to undertake the job specification of the position and duration of the proposed appointment;
 - (c) a copy of the proposed person's curriculum vitae certified as accurate by the person and showing recent and relevant experience and formal qualifications including dates of award; and
 - (d) assurances that the nominated personnel has no existing commitments (defined in relation to the commitments of the position and not the individual's commitment to a particular organisation), to other DT Global projects that will suffer detriment if accepted on this Project. If this is not the case DT Global may require further information before assessing the individual's suitability.
- 14.8 If you are unable to provide acceptable replacement Specified Personnel with equivalent qualifications and experience DT Global may seek a reduction in fees.
- 14.9 This **Clause 14** is a fundamental term of the Agreement, such that breach shall entitle DT Global to terminate the Agreement in accordance with **Clause 39**.
- 14.10 You must keep detailed timesheets for your Personnel in a form to be approved by us.
- 15. Liaising and Reporting**
- 15.1 Unless noted otherwise, all communication between you and us (including reports, general correspondence, or other materials) must be in the English language.
- 15.2 You must liaise with and report to our authorised representatives as detailed in this Agreement. You must inform us as soon as practicable if you encounter any actual or potential difficulties in performing the Services and provide details of your proposal to deal with the difficulties.
- 15.3 All written reports and other written documents must be delivered to us in electronic form.
- 15.4 All reports and other written documents provided to us must:
- (a) be accurate and not misleading in any respect;
 - (b) be prepared in accordance with directions provided by us;
 - (c) be provided in Microsoft Word format (or Microsoft Excel format for spreadsheets), unless otherwise approved or requested by us;
 - (d) be provided in the format, number and on the media approved or requested by us;
 - (e) not incorporate Donor/Client, our or your logo; and
 - (f) be provided at the time specified in this Agreement or as otherwise agreed in writing with you.
- 15.5 Reports, be they draft or final, must not be forwarded directly to our Donor unless otherwise authorised in writing by us.
- 15.6 Unless otherwise agreed, on delivery of a report, we will have 30 calendar days to review the report for conformity with the requirements of this Agreement and we will advise you within that 30 calendar days of acceptance or rejection, including reasonably detailed reasons for rejection. If the report is rejected, you will have 14 calendar days after receipt of written notice identifying the non-conformities to re-write the report so that it conforms to the requirements of the Agreement. If you fail to correct the report and deliver a conforming

report within 14 calendar days, we may rewrite the report and charge you for any costs (including internal staff costs) incurred.

16. Intellectual Property

- 16.1 Subject to **Clause 16.1** and Donor requirements, the title to all Intellectual Property rights in or in relation to Agreement Material shall vest upon its creation in DT Global. If required by us, you must bring into existence, sign, execute or otherwise deal with any document which may be necessary to enable the vesting of such title or rights in DT Global.
- 16.2 **Clause 16.1** does not affect the ownership of Intellectual Property in any pre-existing Material incorporated into the Agreement Material, but you grant to the DT Global a permanent, irrevocable, royalty-free worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit such Pre-existing Contractor Material in conjunction with the Contract Material. The licence granted under this **Clause 16.1** includes the right of DT Global, to sub-licence any of its employees, agents or contractors to use, reproduce, adapt and otherwise exploit the Pre-existing Contractor Material incorporated into the Agreement Material for the purposes of performing functions, responsibilities, activities or services for, or on behalf of, DT Global. You must ensure that the Agreement Material is used, copied, supplied or reproduced only for the purposes of this Contract.
- 16.3 You must deliver all Material to DT Global, or to another party as may be directed in writing by us.
- 16.4 In addition to **Clause 16.1**, you acknowledge that DT Global retains the Moral Rights for any Agreement Material created by you and that such material may be used, reproduced, adapted and exploited by DT Global and/or the Client.

17. Intellectual Property Rights Indemnity

- 17.1 The Contractor must at all times indemnify DT Global, our employees and agents, our Donor/Client, their employees and agents, and the Partner Country ("**those indemnified**") from and against any Loss or liability whatsoever incurred by any of those indemnified or arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such Loss or liability arose out of an infringement, or an alleged infringement, of the Intellectual Property Rights of any person, which occurred by reason of the performance or use of the Services.

18. Moral Rights

- 18.1 You agree that:
- (a) you have provided consents and waivers, to the fullest extent possible under the laws of any applicable jurisdiction, in relation to your Moral Rights in any of the documents that have been or will be created from your work sufficient to ensure our or our Client/Donor's continued unimpeded use of the documents assigned to our Donor or us as the case may be under this Agreement;
 - (b) we or our Donor/Client or persons nominated by us or our Donor/Client and any assignees, may do or omit to do any act in relation to the documents created by you without infringing the Moral Rights of any person; and
 - (c) that you shall do all things requested by our Donor/Client or us as the case may be to give full effect to paragraphs (a) and (b) above including, without limitation, signing or procuring the signature of particular forms.
- 18.2 You acknowledge that we have entered into this Agreement fully relying upon the acknowledgments and warranties given by you under this **Clause 18**.
- 18.3 This **Clause 18** shall survive expiration or termination of this Agreement.

19. Confidentiality

- 19.1 You and your Personnel must not disclose, duplicate, or make unauthorised use of any Confidential Information to any other person other than those individuals who need to have access to the Confidential Information to carry out the Agreement and then only if those individuals acknowledge confidentiality on the same terms as this **Clause 19**.
- 19.2 You must ensure that any of your Personnel or subcontractor personnel who may have access to the Donor's/Client's Confidential Information, complete an undertaking in the form set out as **Schedule 5**, maintain this and provide this undertaking to us or our Client upon request.
- 19.3 This **Clause 19** will survive the termination of this Agreement.

20. Publicity and Branding

- 20.1 You must identify (with prior DFAT written approval and in accordance with DFAT's requirements) and implement appropriate opportunities for publicising the Project, including through signage at each Project site that acknowledges the funding of the Project.
- 20.2 You must ensure that all program communications and signage produced in connection with the Activity are consistent with DT Global's and DFAT's logo and style guides accessible on the internet at: <https://dfat.gov.au/about-us/corporate/pages/logos-and-style-guides.aspx> at all times.
- 20.3 Only use the Australian Government/DFAT crest logo with prior approval, (in-line version or stacked version) in Australia or the Australian Aid identifier overseas to denote association with Australia, the Australian Government or DFAT in any publicity or other project related materials; and
- 20.4 Promptly remove Contractor signs at the completion of the Project unless otherwise instructed by DFAT.

21. Privacy and Notifiable Data Breaches

- 21.1 You must ensure that:
- all your dealings with Personal Information in connection with this Agreement meet your Privacy Law obligations and the requirements DT Global and of our Donor/Client privacy policy, as amended from time to time (for DFAT programs, refer <https://www.dfat.gov.au/about-us/corporate/privacy>) and DT Global's Privacy Policy (<https://dt-global.com/privacy-policy/>), as amended from time to time;
 - you do not do an act, or engage in a practice, that would breach an Australian Privacy Principle; and
 - your Personnel dealing with Personal Information in connection with this Agreement are aware of, are subject to, and comply with your privacy-related obligations.
- 21.2 You must:
- give DT Global and/or our Donor/Client access, on request, to any Personal Information acquired from DT Global or the Donor/Client or collected or generated in connection with this Agreement; and
 - comply with DT Global's or our Donor's/Client's reasonable requests to ensure that you, us and our Donor/Client comply with:
 - Clause 21.1**; or
 - any applicable guideline, recommendation, direction or determination issued by the Office of the Australian Information Commissioner (or such other privacy authority with jurisdiction over either party).
- 21.3 You must:
- ensure that your Personnel who deal with Personal Information in connection with this Agreement are aware of and comply with your

- obligations under this Agreement in relation to such activities or practices; and
- immediately notify DT Global if you become aware of a breach or possible breach of your obligations in relation to Personal Information under this Agreement.

- 21.4 If you suspect an Eligible Data Breach, you must:
- immediately notify DT Global;
 - give DT Global a written report within three (3) business days; and
 - carry out an assessment in line with the *Privacy Act 1998* (Cth).
- 21.5 If you confirm the existence of an Eligible Data Breach, you must take:
- all reasonable action to minimise the risk of the Eligible Data Breach causing serious harm to any individual to whom Personal Information relates;
 - all necessary actions to comply with the *Privacy Act 1998* (Cth); and
 - any other action we or our Donor/Client reasonably requires.
- 21.6 Without limiting any other rights or obligations of the Parties, you agree to indemnify DT Global and our Donor/Client in respect of any loss, liability or expense suffered or incurred by DFAT which arises directly or indirectly from a breach by you or other Personnel of any obligations referred to in this **Clause 21**.

22. Security and Cyber Security

- 22.1 You must notify us immediately (within one (1) business day) on becoming aware of any security breach related to this Agreement and comply with all directions from us or our Donor/Client to rectify the security problem.
- 22.2 You must:
- take reasonable and prudent steps consistent with good industry practice to reduce the risk of a Security Incident or Cyber Attack on your information technology systems that accesses, transmits or stores any DT Global, Donor/Client (or DFAT) Confidential Information or any other data connected with this Agreement;
 - at our request in a notice, provide details of your security measures in place to reduce the risk of a Security Incident or Cyber Attack on your information technology systems;
 - if you become aware of a Security Incident or Cyber Attack on your information technology systems, immediately notify us within one (1) business day, and if required by us or our Donor/Client, advise the Australian Cyber Security Centre (ACSC); and
 - ensure that any of your subcontractors comply with the requirements of this **Clause 22**.
- 22.3 Unless otherwise agreed in writing, you must participate in security reviews of your procedures at least annually as requested by DT Global and participate in any security audit in relation to the Agreement, providing full co-operation to DT Global or its independent auditors, including the Australian National Audit Office.
- 23. Safeguarding and Integrity Policies, Procedures, and Codes**
- 23.1 You must comply at all times with DT Global's safeguarding and integrity policies and procedures, and codes of conduct as amended from time to time, including but not limited to:
- Safeguards Policy;
 - DT Global Code of Business Ethics and Conduct;
 - Fraud and Anti-Corruption;
 - Conflict of Interest;
 - Child Protection;
 - Preventing Sexual Exploitation, Abuse and Harassment; and
 - Slavery and Human Trafficking.
- Copies are available at the Location and upon request.
- 23.2 Where required, your Personnel will be required to:

- (a) read and sign a policy and procedures acknowledgment pack prior to commencing an assignment on a DT Global site; and
- (b) undertake induction and annual refresher training of DT Global policy and procedures.
- 24. Reporting Breaches**
- 24.1 You must immediately report any breach or suspected breach of DT Global or Donor/Client safeguard policies to safeguards@dt-global.com.
- 24.2 Reporting mechanisms are also outlined in the safeguard policy and related procedures and include a third-party whistleblower hotline mechanism.
- 24.3 You must inform us if any of your Personnel working on a DT Global or Client activity are or have been convicted of a crime, accused of, charged with, arrested for, or convicted of any offences including, but not limited to, offences relating to child abuse or exploitation, slavery, human trafficking, sexual harassment, fraud, corruption or bribery, money laundering, conflict of interest, or any form of exploitation or abuse.
- 24.4 DT Global or the Client may require them to be suspended from duty or transferred to other duties during formal investigations relating to a policy breach.
- 24.5 Our safeguard procedures along with **Clause 25** (Fraud), **Clause 26** (Anti-Corruption), **Clause 27** (Fraud and Anti-Corruption Control Plan), **Clause 29** (Child Protection and Protection from Sexual Exploitation, Abuse, and Harassment (PSEAH)), **Clause 31** (Modern Slavery and Human Trafficking), **Clause 32** (Due Diligence) and **Clause 33** (Conflict of Interest) are fundamental to the terms of this agreement. A breach shall:
- (a) entitle us to take any action to the maximum extent permitted by law to prevent any breach by you and recover all and any damages from you; and
- (b) entitle us to terminate this Agreement immediately without notice and make no compensation to you for such termination.
- 25. Fraud**
- 25.1 This **Clause 25** applies to any Fraud which relates to the Activity, this Contract, or any contract under the Activity.
- 25.2 You must not, and must ensure that your Personnel do not, engage in any Fraud and must prevent and detect Fraud, including Fraud by your Personnel.
- 25.3 You and your Personnel must:
- (a) comply at all times with the *Commonwealth Fraud and Corruption Control Framework* and *DFAT Fraud Control Toolkit*;
- (b) comply with our fraud and anti-corruption policies, procedures and any fraud and anti-corruption control strategy implemented by us, as amended from time to time; and
- (c) immediately report Fraudulent Activity to DT Global, including alleged, attempted, suspected or detected Fraudulent Activity upon becoming aware of the Fraudulent Activity, and respond within five (5) business days to any further requests that we or our Donor/Client may make.
- 25.4 DFAT, or we, reserve the right to appoint its/our own investigator, to conduct an investigation, or report Fraudulent Activity to the appropriate law enforcement agencies, or any other person or entity our Donor/Client, or we, deem appropriate in Australia or in the Partner Country for investigation. If our Donor/Client, or we, exercise rights under this clause you must provide all reasonable assistance that may be required at your sole expense.
- 25.5 Unless otherwise agreed in writing with us, you must investigate any fraud at your own cost. Whether you conduct an investigation or appoint an investigator to conduct an investigation, the person conducting the investigation must possess the minimum qualifications specified in the Australian Government Investigation Standards or an equivalent agreed to by us or DFAT.
- 25.6 Upon request, you must provide us with a report detailing the investigation methodology, evidence obtained, findings, disciplinary and/or corrective actions to be taken. You must also respond to any reasonable request or direction from us regarding the report, and/or the investigation findings. You acknowledge that such report may then be provided by us to our Donor/Client.
- 25.7 If an investigation finds that you or your Personnel have in all likelihood engaged in Fraud, or if we or our Donor/Client discovers that a Fraud has not been reported in accordance with this clause:
- (a) you must:
- (i) pay to us the full value of the misappropriated funds; and
- (ii) either return any misappropriated property to us or, if the property cannot be recovered or has been damaged, replace the property with property of equivalent value or quality, or repair the property, at no cost; and
- (b) we may terminate this Agreement immediately by issuing a notice under **Clause 39**.
- 25.8 If the investigation finds that a person other than you or your Personnel has in all likelihood engaged in Fraud, you must, at your cost, take all reasonable action, including civil litigation or other recovery actions as available in the Partner Country, to recover any of our funds or our funded property acquired or distributed through the Fraud, unless we otherwise direct in writing.
- 25.9 You must keep us informed, in writing, on a monthly basis, of the progress of your efforts to recover our funds or our funded property, including any recovery action.
- 25.10 You agree to provide to us relevant information (including Personal Information) relating to you and your Personnel for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to this Agreement. You and your personnel agree to allow us to provide the relevant information on to our Donor/Client.
- 25.11 When providing Personal Information of a natural person to us under this Clause, you warrant that you have obtained the person's consent to:
- (a) his or her personal information being provided to us or to our Donor/Client;
- (b) us or our Donor/Client disclosing his or her personal information to another Commonwealth Entity where a fraud or security incident may relate to the other Commonwealth Entity; and
- (c) us or our Donor/Client disclosing his or her personal information to an independent investigator.
- 25.12 You must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this **Clause 25**.
- 25.13 You must provide DT Global with a written summary of your compliance with this **Clause 25** in each annual report submitted under this Agreement, or at such other times as may be requested by DT Global or DFAT.
- 25.14 Your obligation to report and investigate Fraud in accordance with this **Clause 25** will survive the termination or expiration of this Agreement.
- 26. Anti-Corruption**
- 26.1 You and your Personnel must comply at all times with DT Global and our Donor/Client's Fraud and Anti-corruption policies and procedures, as amended from time to time, available via DT Global's Extranet and/or via our Donor's/Client's website.
- 26.2 In this Agreement, "Corrupt Conduct" means corrupt conduct as defined in the *National Anti-Corruption Commission Act 2022* (Cth) or conduct that would satisfy that definition if any party involved in the conduct was a "public official" as defined in that Act.

- 26.3 You warrant that to the best of your knowledge you have disclosed to us:
- all allegations of, or investigations in relation to, Corrupt Conduct, or any instances of Corrupt Conduct, involving you or your Personnel, that may substantially impact on compliance with our and/or Commonwealth policy and legislation, or our and/or the Commonwealth's reputation; and
 - any substantiated instances of Corrupt Conduct in the past three (3) years, involving you or your Personnel, that may substantially impact on compliance with our and/or Commonwealth policy and legislation, or our and/or the Commonwealth's reputation.
- 26.4 You must not, and must ensure that any of Your Personnel do not:
- engage in Corrupt Conduct;
 - engage in any practice, if engaged in within Australia, that could constitute the offence of bribing a foreign public under the *Criminal Code Act 1995* (Cth) in relation to the performance of this Agreement; or
 - engage in any other conduct which could actually or potentially compromise the integrity, accountability or probity of the administration of, or delivery of this Agreement.
- 26.5 You acknowledge that you are responsible for preventing and detecting Corrupt Conduct.
- 26.6 You acknowledge that in providing Services on Program, you are a "Contracted Service Provider" for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth), and subject to investigation by the Commissioner under that Act.
- 26.7 You must:
- comply with any reasonable request, policy or direction issued by us or our Donor/Client for the purposes of the NACC Act; and
 - otherwise cooperate with us or our Donor/Client, at your own cost, in any action taken by us or Donor/Client required or authorised by the *National Anti-Corruption Act 2022* (Cth).
- 26.8 If you or your Personnel know or suspect any practice to have occurred, as described in **Clause 26.4**, then you must report the matter immediately to us and provide all relevant information to us within five (5) business days.
- 26.9 You must, within eight (8) business days:
- develop a strategy to investigate the relevant practice, for our and/or Donor's/Client's approval, based on the principles set out in the Australian Government Investigations Standards;
 - undertake the investigation in accordance with the approved strategy; and
 - report to DT Global monthly on the progress and outcome of the investigation.
- 26.10 You acknowledge and agree that our Donor/Client and DT Global will not be liable for any cost you incur in relation to any such request, policy, direction, investigation, or any other action by our Donor/Client or the Australian National Anti-Corruption Commission in connection with this Agreement.
- 26.11 In addition to the investigation carried out under **Clause 26.9** above, our Donor/Client or its nominee may conduct its own investigation. If our Donor/Client exercises its rights under this clause, you must provide all reasonable assistance and information as requested at your expense.
- 26.12 Upon request, you must provide us with a report detailing the investigation methodology, evidence obtained, findings, disciplinary and/or corrective actions to be taken. You must also respond to any reasonable request or direction from us regarding the report, and/or the investigation findings. You acknowledge that such report may then be provided by us to our Donor/Client.
- 26.13 Following the conclusion of any investigation under **Clause 26.9** that finds that you or your Personnel, or a third party, have engaged in any practice as described in **Clause 26.4** in connection with this Agreement, you must, at your own cost:
- make every reasonable effort to recover any relevant funds or Assets acquired or distributed through the relevant practice in accordance with recover procedures, including civil litigation, available in the Partner Country;
 - refer the matter to the Partner Country police or other authorities responsible for prosecution of the relevant practice, unless an exemption has been sought and granted by the relevant Client delegate; and
 - keep DT Global informed, in writing, on a monthly basis of the progress of the investigation and recovery action.
- 26.14 If DT Global considers that after all reasonable action has been taken under **Clause 26.13** to recover the funds or Assets and full recovery has not been achieved or recovery has only been achieved in part, DT Global may seek approval from our Donor/Client that no further recovery action be taken. You must provide to DT Global all information, records and documents required by our Donor/Client to enable our Donor/Client to make a decision on whether or not to approve non-recovery of losses arising from the relevant practice, or misappropriated funds or Assets.
- 26.15 You must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this **Clause 26**.
- 26.16 Any breach of **Clause 26** shall be grounds for immediate termination of this Agreement.
- 27. Fraud and Anti-Corruption Control Plan**
- 27.1 Unless otherwise agreed in writing by us, within one (1) month of the Agreement Start Date, you must prepare a Fraud and Corruption Control Plan that is consistent with the [Commonwealth Fraud and Corruption Control Framework 2024](#) and provide a copy of the Fraud and Corruption Control Plan to us.
- 27.2 You must review and update the Fraud and Corruption Control Plan at least every six (6) months over the term of the Agreement, or whenever there is a significant change in your structure or activities, or in the event a fraud or corruption incident occurs. You must provide us with details of any review and a copy of any update to the Fraud and Corruption Control Plan.
- 28. False and Misleading Information**
- 28.1 In addition to **Clause 25 (Fraud)** and **Clause 26 (Anti-Corruption)**, you acknowledge that providing false or misleading information to us or our Client constitutes serious offences under the *Criminal Code Act 1995* (Cth) and the *Crimes Act 1958* (Victoria). This is in addition to any specific offences under the laws of the local jurisdictions where such false or misleading information is provided to us or received by us.
- 28.2 Where we suspect that you have provided false or misleading information to us, we have mandatory reporting obligations to our Client, who may also direct us to report to other authorities, including enforcement authorities.
- 28.3 You must ensure that any of your Personnel are made aware, in writing, of the information in this **Clause 28**.
- 29. Child Protection and Protection from Sexual Exploitation, Abuse, and Harassment (PSEAH)**
- 29.1 You and your Personnel must comply at all times with DFAT's Child Protection Policy (accessible at: www.dfat.gov.au/childprotection) and Protection from Sexual Exploitation, Abuse and Harassment (PSEAH) policy (accessible at: <http://www.dfat.gov.au/pseah>).
- 29.2 In accordance with these policies, you must immediately (within 24 hours) report any suspected or alleged case of child exploitation, abuse and harm or sexual exploitation, abuse and harassment by anyone

- within scope of the policies in connection with the Activity to DT Global, who will report to DFAT as required.
- 29.3 DT Global or the Donor may conduct a review of your compliance with DFAT's Child Protection Policy or PSEAH policy. DT Global will give reasonable notice (at least 14 calendar days) to you and you must at your own cost participate co-operatively in any such review.
- 29.4 If DT Global or the Donor finds that you have failed to comply with DFAT's Child Protection Policy or PSEAH Policy, you must promptly, and at your own cost, take such actions as are required to ensure compliance.
- 29.5 This **Clause 29** is a material term of this Agreement.
- 30. Gender Equality, Disability, and Social Inclusion (GEDSI)**
- 30.1 You must comply with your obligations, if any, to promote gender equality in the workplace under the *Workplace Gender Equality Act 2012* (Cth) (WGE Act).
- 30.2 If You become non-compliant with the WGE Act during the Term of the Contract, You must notify DT Global and DT Global reserves the right to provide You with directions regarding compliance.
- 30.3 If the Term of this Agreement exceeds 18 months, You must provide a current letter of compliance with the WGE Act within 18 months after the Project Start Date and following this, annually, to the DT Global contact named at **Item 19** of the Agreement Details.
- 31. Modern Slavery and Human Trafficking**
- 31.1 In signing this Agreement, you confirm that you:
- will take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Goods and/or Services;
 - will, where required, provide information on your organisation's steps to reduce slavery risk for the purposes of DT Global's statutory or client reporting;
 - do not use any form of forced, compulsory, or slave labour;
 - allow all Personnel to work voluntarily and they are entitled to leave;
 - do not require any form of deposit or bond from Personnel;
 - do not require Personnel to surrender their passports or work permits;
 - require your suppliers to attest to these standards;
 - will report to DT Global any instances or suspicion of modern slavery or human trafficking in your organisation or your supply chain; and
 - will, as soon as reasonably practicable, take all reasonable action to address or remove these practices
- 32. Due Diligence**
- 32.1 Your organisation agrees to provide documentation and submit to questions required to satisfy DT Global's on-going due diligence process.
- 32.2 Your organisation will advise DT Global within one (1) business day of any change that effects the due diligence assessment.
- 33. Conflict of Interest**
- 33.1 The Contractor warrants that, to the best of its knowledge after making diligent enquiries at the date of signing this agreement, no Conflict of Interest exists or is likely to arise in the performance of its obligations under this Agreement by itself or by any of its Personnel.
- 33.2 If, during this Agreement, a Conflict of Interest arises, or appears likely to arise, the Contractor must:
- notify DT Global immediately in writing;
 - make full disclosure of all relevant information relating to the conflict; and
- take such steps as DT Global or DFAT reasonably requires resolving, or otherwise deal, with the conflict.
- 33.3 If you do not comply with our requirements outlined in this **Clause 33**, DT Global may terminate this Contract in accordance with **Clause 39**.
- 33.4 During the period of this Agreement you must not, without our prior written approval, which will not be unreasonably withheld:
- make use of any material acquired or created during the Term of this Agreement other than for the purpose of the Project; or
 - advertise or publicise any association with us or our Donor/Client, or use the name, emblem, logo, or official seal of DT Global or our Donor/Client in connection with your business or profession.
- 34. Waiver**
- 34.1 The failure, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred upon that party by this Agreement does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under this Agreement.
- 35. Indemnity**
- 35.1 You agree to indemnify and keep us indemnified, on a full recovery basis, for the direct consequences of any breach of this Agreement by you or any of your Personnel, or any failure by you or any of your Personnel to complete the Services to our reasonable satisfaction.
- 35.2 You agree to indemnify us and keep us indemnified on a full indemnity basis, against any and all costs, losses, expenses or damages which we incur or are liable for as a result of any unlawful, negligent, reckless or deliberately wrongful act or omission of you or any of your Personnel in carrying out the Services.
- 35.3 We agree to indemnify you and keep you indemnified on a full indemnity basis, against any and all costs, losses, expenses or damages which you incur or are liable for as a result of any unlawful, negligent, reckless or deliberately wrongful act or omission of us or any of our Personnel in carrying out the Services.
- 35.4 You and your Personnel accept all risks associated with travel that is associated with the Project and residing in the Partner Country and any issues arising out of or in connection with providing Services to the Project.
- 35.5 This **Clause 35** shall survive the termination of this Agreement.
- 36. Negation of Partnership, Employment, and Agency**
- 36.1 This Agreement operates as an engagement of you as an independent contractor only and does not constitute any other relationship such as partnership, employment or agency.
- 37. Variations to the Agreement**
- 37.1 The Parties agree and accept that the Services to be performed may be changed, increased or decreased, as directed by our Donor/Client from time to time, and as a consequence this Agreement may be subject to change.
- 37.2 We reserve the right to change or modify allowances or policies in line with any changes to our own corporate policies or as required in connection with any changes imposed by our Donor's/Client's direction.
- 37.3 If either party notifies the other party that they wish to vary this Agreement, both Parties must use all reasonable endeavours to agree on the terms of such variations including any consequent changes in the total payment due to you.
- 37.4 Any amendment or variation to this Agreement must be in writing and signed by both Parties.
- 38. Suspension of the Agreement**
- 38.1 We may suspend this Agreement where:

- (a) you or your Personnel are in breach of this Agreement;
- (b) your Personnel take leave in excess of their entitlements noted in the **Agreement Details**; or
- (c) the Assignment is delayed by Reasons Beyond Our Control.
- 38.2 If your Personnel are on unpaid leave or deviate from their agreed travel schedule without your prior approval, they will be deemed to be suspended until they return to the Location and resume the Assignment.
- 38.3 Where you or your Personnel are suspended from carrying out the Assignment due to illness or injury which requires your Personnel to be evacuated from the Location, they will not return to the Project until medically certified as fit to fully resume the Assignment. We will recommence payment in accordance with **Schedule 4** once your Personnel have returned to the Location and resumed the Assignment provided that it is possible for you to re-arrange work schedules so that you are able to complete the Assignment within the Term or within a reasonable period after the expiration of the Term.
- 38.4 During periods of suspension and until the suspension is removed your Personnel shall not be entitled to payment of the Fee or any other benefits under this Agreement unless specifically agreed to in writing by us.
- 38.5 Where the Assignment is suspended and your Personnel's Accommodation is provided by us, they may not be permitted to remain in the Accommodation unless specifically agreed otherwise in writing by us.
- 38.6 Where the Assignment is suspended and your Personnel's Accommodation is reimbursed by our Client, DT Global will cease reimbursing the cost of their Accommodation unless specifically agreed otherwise in writing by us.
- 39. Termination of the Agreement**
- 39.1 Notwithstanding any other provisions in this Agreement, DT Global may terminate this Agreement at any time without notice if:
- (a) in our reasonable opinion, the performance of you or your Contractor Personnel on the Assignment is unsatisfactory;
- (b) in our reasonable opinion, you or your Personnel have regularly or persistently failed to meet any, some or all requirements of this Agreement;
- (c) in our reasonable opinion, you or your Personnel are incompetent or unable to proceed with the Assignment for any reason;
- (d) in our reasonable opinion, you or your Personnel are guilty of negligence, misrepresentation, deceit, Fraud, Corruption, or abuse or exploitation of children in the provision of the services or the performance of any work necessary to complete the services;
- (e) in our, or in our Donor's/Client's reasonable opinion, you are guilty of a breach of the Commonwealth Supplier Code of Conduct;
- (f) the Contractor breaches a material term of this Agreement or fails to remedy a breach of any other term of this Agreement within the period specified by DT Global;
- (g) you or your Personnel breach any legislation, rule or regulation in the performance, or attempted performance of the services;
- (h) our Donor/Client expresses serious dissatisfaction with your or your Personnel's performance or requests their termination;
- (i) you or your Personnel are convicted of an offence of, or relating to, bribery of a public official or foreign public official;
- (j) you or your Personnel are listed on a World Bank List or Relevant List or subject to any proceedings, or an informal process, which could lead to being listed or temporarily suspended from tendering for World Bank or other donors of development funds contracts, or subject to an investigation whether formal or informal by the World Bank or another donor of development funding;
- (k) you or your Personnel act in breach of this Agreement or in a manner contrary to the conditions of our Agreement with the Client;
- (l) an Insolvency Event occurs in respect of the Contractor; or
- (m) you or your Personnel act in a manner contrary to the laws of the Partner Country.
- 39.2 We may at any time, by notice in writing, terminate this Agreement prior to the expiration of the Term where:
- (a) our Donor/Client cancels or amends the Project;
- (b) assignment or tasks to be performed are completed prior to the expiration of the Term;
- (c) project is delayed by Reasons Beyond Our Control;
- (d) conduct of the Contractor or your Personnel damages, or is likely to damage, DT Global's relationship with our Donor/Client or DT Global's reputation; or
- (e) the Contractor is found or we form a reasonable belief that you are associated with or in any way connected with or providing funds or resources either directly or indirectly to organisations and/or individuals associated with terrorism.
- 39.3 DT Global has unfettered discretion, by notice to you, to:
- (a) terminate; or
- (b) reduce the scope of, this Agreement for convenience from the time specified in that notice.
- 39.4 If DT Global exercises its right under **Clause 39.3**, the Contractor must:
- (a) comply with directions given by DT Global;
- (b) cease or reduce (as applicable) the performance of work;
- (c) immediately return any Material, Agreement Material or Confidential Information that you are in possession of; and
- (d) immediately do everything possible to mitigate its losses, and all other losses, costs and expenses arising out of termination, including by novating any subcontracts to DT Global or its nominee, if required by DFAT.
- 39.5 If DT Global terminates or reduces the scope of this Agreement under **Clause 39.3**, DT Global will only be liable to the Contractor for the following loss or damage incurred as a direct consequence of termination or reduction in scope of this Agreement to the extent that they can be reasonably substantiated and are unable to be avoided or mitigated:
- (a) fees and any Reimbursable Costs, as payable under **Schedule 4** earned before the effective date of termination (on a pro-rata basis, if applicable);
- (b) lease termination costs for early termination of leases required specifically and exclusively for the performance of the Contract;
- (c) the Contractor's finance termination costs required specifically and exclusively for performance of this Contract;
- (d) to the extent not captured by paragraph **39.1(a)**, payments made to subcontractors procured in accordance with this Contract and which were payable for the provision of services prior to the date of notice of termination of this Agreement by DT Global; and
- (e) redundancy payments for Specified Personnel and any other individuals engaged by the Contractor solely for the purposes of the Project, provided the Contractor is legally obliged to make those payments;

- excluding all other loss or damage, including the costs of terminating any subcontracts, loss of profits and all other forms of expectation loss.
- 39.6 The Contractor must, in each subcontract, reserve a right of termination to take account of DT Global's right of termination under **Clause 39**, and the Contractor must make use of such rights to mitigate losses in the event of termination by DT Global under the provisions of **Clause 39**.
- 39.7 Subject to this Agreement, on expiry or termination:
- the Parties are relieved from future performance of this Agreement, without prejudice to any right of action that has accrued at the date of termination;
 - all licences and authorisations granted by either party under this Agreement terminate immediately unless the licence or authorisation provides to the contrary; and
 - the Contractor must provide DT Global with all reasonable assistance and information to assist DT Global in transitioning to DFAT's new provision of project arrangements.
- 39.8 DT Global is not obliged to make any further payments to the Contractor (whether under this Agreement, at law or in equity) if DT Global exercises its rights in **Clause 39** except as expressly provided under **Clause 39.5**.
- 39.9 Immediately upon termination of this Agreement, the Contractor will cease to hold itself out as an independent contractor of DT Global.
- 39.10 Where you wish to discontinue to work under this Agreement and have given one (1) month's notice in writing to us, you agree to:
- assist in an orderly transfer of work to your replacement;
 - immediately return any Material, Agreement Material or Confidential Information that you are in possession of; and
 - leave the Project Office and vacate any Accommodation provided under this Agreement by the end of the notice period.
- 39.11 If this Agreement is terminated in accordance with **Clause 39**, you will leave the Project Office and vacate any Accommodation provided to you under this Agreement as soon as possible and within seven (7) calendar days.
- 39.12 If this Agreement is terminated in accordance with **Clause 39**, you acknowledge that:
- we are not liable to pay you any compensation for early termination of the Assignment; and
 - you waive any right to claim against us for early termination under **Clause 39.3** (to the extent permitted by law).
- 39.13 Termination by us is effective from the date specified in the written notice of termination sent to you.
- 39.14 You agree to indemnify us in respect of any direct, indirect or consequential costs, losses or expenses incurred by you in connection with the termination.
- 39.15 If your Assignment is suspended due to Reasons Beyond Our Control, you may terminate this Agreement immediately by giving notice in writing. On your termination, your right to your Fee and all entitlements shall cease immediately and you shall not be entitled to any compensation claim for damages arising out of the consequence of termination.
- 39.16 Where this Agreement is terminated under **Clause 39**, we will only pay you for your services performed up until the date of termination.
- 40. Applicable Law**
- 40.1 The law of this Agreement is the law of the State of Victoria in the Commonwealth of Australia.
- 41. Continuing Obligations**
- 41.1 Where the Agreement has ended, whether by completion, termination or otherwise, the following clauses will survive this Agreement and you and your Personnel will continue to be bound by them: **Standard**
- Terms and Conditions (Clause 4 (Basis of Payment); Clause 16 (Intellectual Property); Clause 18 (Moral Rights); Clause 19 (Confidentiality); Clause 21 (Privacy and Notifiable Data Breaches); Clause 22 (Security and Cyber Security); Clause 23 (Safeguarding and Integrity Policies, Procedures, and Codes); Clause 25 (Fraud); Clause 26 (Anti-Corruption); Clause 28 (False and Misleading Information); Clause 29 (Child Protection and Protection from Sexual Exploitation, Abuse, and Harassment (PSEAH)); Clause 31 (Modern Slavery and Human Trafficking); Clause 33 (Conflict of Interest); Clause 35 (Indemnity); Clause 39 (Termination of the Agreement); Clause 44 (Artificial Intelligence (AI) Systems); Clause 47 (Remedies, Disputes, and Termination)); and Schedule 1 Project Specific/Donor/Client Mandated Conditions (Clause 9 (Access to Documents) and Clause 11 (Personnel Information)).**
- 42. DFAT Data**
- 42.1 DFAT Data is and will remain the property of the Donor. You must not, and must use its best endeavours to ensure that its Personnel do not:
- use DFAT Data for any purpose other than directly in relation to the provision of the Services;
 - purport to sell, let for hire, assign rights in, or otherwise dispose of any DFAT Data;
 - make any DFAT Data available to any third party other than to the extent necessary to enable an approved subcontractor to provide its part of the Services;
 - remove any DFAT Data from DT Global's or the Donor's premises without the express written permission of DT Global; or
 - commercially exploit DFAT Data, and must ensure that neither subcontractors nor any Personnel commercially exploit any Donor Data.
- 42.2 DFAT Data (including DFAT Confidential Information) must not be removed from Australia or the relevant Partner Country without the prior written approval of DT Global.
- 42.3 Upon expiry or earlier termination of this Agreement, You must (as directed in writing by DT Global) either destroy or deliver to DT Global all DFAT Data. Notwithstanding this obligation, You may retain a copy of DFAT Data to the extent required by law, regulation, or for legitimate tax or audit purposes, subject to:
- any retained copies continuing to be kept confidential;
 - retained copies only being used for compliance purposes; and
 - the retention of such copies being no longer than necessary for the permitted purposes.
- 42.4 You must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights and imposing the obligations specified in this **Clause 42**.
- 43. Significant Events**
- 43.1 You must immediately (within 24 hours) issue DT Global a Notice on becoming aware of a Significant Event.
- 43.2 The Notice issued under **Clause 43.1** must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.
- 43.3 DT Global may notify the You in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Contractor must issue a Notice under **Clause 43.1** in relation to the event within three (3) Business Days of being notified by DT Global.
- 43.4 Where reasonably requested by DT Global, You must provide DT Global with any additional information

- regarding the Significant Event within three (3) Business Days of the request.
- 43.5 If requested by DT Global, You must prepare a draft remediation plan and submit that draft plan to DT Global's Contract Manager for approval within ten (10) Business Days of the request.
- 43.6 A draft remediation plan prepared by You under **Clause 43.5** must include the following information:
- how You will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by You with other obligations under the Contract; and
 - how You will ensure events similar to the Significant Event do not occur again; and
 - any other matter reasonably requested by DT Global.
- 43.7 DT Global will review the draft remediation plan and either approve the draft remediation plan or provide You with the details of any changes that are required. You must make any changes to the draft remediation plan reasonably requested by DT Global and resubmit the draft remediation plan to DT Global for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by DT Global. This **Clause 43.7** will apply to any resubmitted draft remediation plan.
- 43.8 Without limiting its other obligations under the Contract, You must comply with the remediation plan as approved by DT Global. You agree to provide reports and other information about your progress in implementing the remediation plan as reasonably requested by DT Global.
- 43.9 Your failure to comply with your obligations under this clause will be a material breach of the Contract. DT Global's rights under this clause are in addition to and do not otherwise limit any other rights DT Global may have under the Contract. Your performance of your obligations under this clause will be at no additional cost to DT Global.
- 44. Artificial Intelligence (AI) Systems**
- 44.1 You must not use any AI System in connection with the provision of the Services unless:
- You have notified DT Global, in writing of the proposed use, sufficiently in advance to allow DT Global to seek DFAT's approval as they are required to do so under the Head Contract and with the following information:
 - the AI System used by You in connection with the Services;
 - the scope of the AI System's use in providing the Services;
 - any data collected, processed and stored by the AI System; and
 - any systems that the AI System interacts with in connection with the provision of the Services.
 - DT Global has confirmed in writing that DFAT's approval has been granted (or is deemed to have been granted) and has communicated any conditions imposed by DFAT.
- 44.2 You must not use any Banned AI System in connection with the Services. If You become aware that a Banned AI System has been or is being used in connection with the Services, You must:
- immediately cease all use of the Banned AI System;
 - notify DT Global within 24 hours of becoming aware; and
 - co-operate fully with DT Global in any investigation, remediation and notification to DFAT.
- 44.3 Where You use an AI System in connection with the Services, You must conduct quality assurance checks on outputs to ensure they are accurate and reliable, in accordance with DT Global's AI Governance Policy (as in force from time to time and notified to the Subcontractor) or such other policy or procedure as DT Global may approve and/or provide in writing.
- 44.4 When using an AI System in connection with the Services, You must comply with all other clauses of this Agreement, including those in relation to Intellectual Property, confidentiality, Official Information, security, privacy and data usage, and any conditions imposed by DFAT in approving the use of the AI System.
- 44.5 You must not subcontract the use of any AI System in connection with the Services without DT Global's prior written consent and must include flow-down provisions equivalent to this **Clause 44** in any sub-subcontract that DT Global consents to.
- 44.6 You must, on reasonable notice, allow DT Global (and where required by DFAT, the Commonwealth Auditor-General, the Office of the Australian Information Commissioner or other Commonwealth oversight body) to access its records, systems and personnel for the purposes of verifying compliance with this **Clause 44**, and must provide all reasonable co-operation.
- 44.7 You must, on each anniversary of the date of this Agreement (and otherwise on DT Global's request), provide DT Global with a signed certificate in the form of **Schedule 6** (Subcontractor AI Compliance Certificate).
- 44.8 You acknowledge that any breach of this Clause 44 is a material breach of this Agreement and may, at DT Global's election, entitle DT Global to terminate this Agreement for cause.
- 44.9 You indemnify DT Global against any loss, damage, cost (including legal costs on a solicitor and own client basis) or liability suffered or incurred by DT Global as a direct or indirect result of any breach by You of this **Clause 44**.
- 44.10 This **Clause 44** survives termination or expiry of this Subcontract.
- 45. Environmental and Social Safeguards (ESS)**
- 45.1 DT Global or DFAT may conduct a review of your compliance with DFAT's ESS Policy. DT Global will give reasonable notice (at least 14 calendar days) to You and You must at your own cost participate co-operatively in any such review.
- 45.2 If DT Global or DFAT finds that You have failed to comply with DFAT's ESS Policy, You must promptly, and at your cost, take such actions as are required to ensure compliance with DFAT's ESS Policy.
- 45.3 A failure by You to comply with your obligations under this **Clause 45** is a material breach of this Agreement entitling DT Global to terminate in accordance with **Clause 39** (Termination of the Agreement). DT Global's rights under this clause are in addition to and do not otherwise limit any other rights DT Global may have under this Agreement.
- 45.4 You must ensure that any subcontract You enter into in connection with this Agreement contains a substantially equivalent clause setting out the rights and obligations specified in this **Clause 45**.
- 46. Severability**
- 46.1 If any provision of this Agreement is illegal, void, invalid or unenforceable for any reason, all other provisions which are self-sustaining and capable of separate enforcement shall, to the maximum extent permitted by law, be and continue to be valid and enforceable.
- 47. Remedies, Disputes, and Termination**
- 47.1 In the event of any disagreement or dispute between both Parties arising in connection with this Agreement, both Parties agree to use best endeavours to reach an amicable settlement. If such a settlement cannot be reached within 30 calendar days from the occurrence of a dispute notified by either party to the other, then all such disagreements or disputes shall be settled by

- arbitration exclusively according to the Laws of Victoria, Australia.
- 47.2 Any information or documents disclosed in connection with the resolution of the dispute must be kept confidential and may not be used except to attempt to settle the dispute or within the arbitral proceedings provided for in **Clause 47.1** above.
- 47.3 Both Parties will each bear their own costs of resolving a dispute under this **Clause 47** and will bear equally the costs of any third party engaged provided that such third parties have been engaged at the express request of both Parties.
- 47.4 Whilst we are both attempting to resolve the dispute you will continue to undertake your Assignment.
- 48. Investigation by the Ombudsman**
- 48.1 In carrying out the Services, You and your Personnel may be a "Commonwealth service provider" under section 3BA of the *Ombudsman Act 1976* (Cth).
- 48.2 You must use your best endeavours, and must ensure that your Personnel use their best endeavours, in providing the Services, not to engage in conduct that:
- would, if You or your Personnel were an officer of the Donor, amount to a breach of duty or to misconduct; or
 - should be brought to the attention of the principal officer of the Donor as defined in the *Ombudsman Act 1976* (Cth).
- 48.3 If the Commonwealth Ombudsman commences an investigation of your conduct (or your Personnel), as a Commonwealth service provider, You must, at your own cost, cooperate with the investigator including:
- providing all documentation required by the investigator;
 - making Your Personnel available to assist the investigator; and
 - allowing the investigator, at any reasonable time of the day, to enter a place occupied by You and carry on the investigation at that place.
- 48.4 If the Ombudsman brings evidence to the notice of DT Global or the Donor concerning the conduct of You or your Personnel, You must, at your own cost, take whatever remedial action is required by DT Global or the Donor to rectify the situation.
- 48.5 You must ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights and imposing the obligations specified in this **Clause 48**.
- 49. Specific Obligations**
- 49.1 You and your Personnel will:
- recognise the advisory nature of the work and will behave in a manner consistent with the fostering and maintaining of friendly relations between the Recipient Organisation, its personnel, us, and DFAT;
 - not release or make any public statement concerning the Project without our prior written approval;
 - respect and abide by the laws and regulations of the Partner Country and, unless a citizen of the Partner Country, will not become involved in the political or religious affairs of the Partner Country;
 - comply with the instructions of our nominated representative, the Australian diplomatic mission in the Partner Country, or other authority as may be advised to you from time to time, regarding security, consular and welfare matters;
 - comply with our requirements and that DFAT with respect to good behaviour, ethical and honest standards, and professionalism;
 - participate in project-related training and briefings within specified timeframes notified by DT Global to you;
 - take all reasonable steps to favourably represent ours and DFAT's interests; and
 - take all reasonable steps to understand the environment and culture of the Partner Country.
- 49.2 You warrant that you and your Personnel:
- will comply with the relevant and applicable laws and regulations both in Australia and in the Partner Country;
 - will comply with any applicable Commonwealth policies as set out in this Contract or as notified to the Contractor from time to time and comply with our DFAT's policies and guidance as identified on DFAT's website(<https://www.dfat.gov.au/development/australias-development-program>), including
 - Australia's International Disability Equity and Rights Strategy;
 - the Child Protection Policy;
 - the Protection from Sexual Exploitation, Abuse and Harassment Policy;
 - the Family Planning and the Aid Program: Guiding Principles;
 - the Environmental and Social Safeguard Policy (ESS Policy);
 - DFAT's Ethics, Integrity and Professional Standards Policy Manual;
 - Locally Led Development Guidance Note;
 - the Displacement and Resettlement of People in Development Activities Policy; and
 - Australia's International Gender Equality Strategy.
 - are of good fame and character and do not have any undisclosed criminal convictions or pending charges;
 - are properly qualified for the tasks you are required to perform;
 - have been certified fit and healthy by a legally qualified medical practitioner to work in the Partner Country and have received the necessary medical advice, including that on vaccinations and other preventive medical assistance allowing you to undertake work in-country in a safe manner;
 - will act in a fit and proper manner while carrying out work or performing duties under this Agreement; and
 - will advise DT Global immediately if You or any of your Personnel are subject to any proceedings or an informal process which could lead to listing on a Relevant List of Ineligible Firms and Individuals, such as the World Bank List, the Asian Development Bank's Published Sanctions List or other similar lists by other donors. For the avoidance of doubt, any such proceedings also constitute a Significant Event for the purposes of **Clause 43** (Significant Events) and You must comply with its obligations under that Clause in addition to this Clause.
- 49.3 You must monitor and assess your and your Personnel and subcontractors' compliance with the laws or policies referred to in this **Clause 49**.
- 49.4 You must immediately notify DT Global of any actual, suspected or alleged breaches or any material breach by You or your Personnel of a law or policy referred to in this **Clause 49**.

Executed by the Parties as their Agreement:

SIGNED for and on behalf of DT GLOBAL ASIA PACIFIC PTY LTD by a duly authorised officer:		
Name & Designation (Block letters)	Signature	Date
<i>In the presence of</i>		
Name & Designation (Block letters)	Signature	Date

SIGNED for and on behalf of Subcontractor by a duly authorised officer:		
Name & Designation (Block letters)	Signature	Date
<i>In the presence of</i>		
Name & Designation (Block letters)	Signature	Date

Schedule 1 Project Specific/Donor/Client Mandated Conditions

In addition to the **Standard Terms and Conditions**, the following **Project Specific/Donor/Client Mandated Conditions** apply..

1 Duration of the Agreement

- 1.1 This Agreement does not become effective until:
- (a) where required by our Donor/Client, we have written approval from DFAT for the implementation of this Agreement; and
 - (b) the necessary clearances have been obtained from the government of the Partner Country; and
 - (c) DFAT has approved you to act as our subcontractor, where required; and
 - (d) DFAT has confirmed with us the Start Date of this Agreement; and
 - (e) criminal records checks are satisfactorily completed or underway; and
 - (f) this Agreement has been signed by you and us.
- 1.2 Provided these conditions are met, this Agreement starts on the Start Date noted at **Item 10** of the **Agreement Details** and will continue for the Term (refer **Item 12** of the **Agreement Details**) and the Finish Date noted at **Item 11** of the **Agreement Details** and continues until all obligations under this Agreement have been fulfilled unless terminated earlier in accordance with **Clause 39** of the Agreement. All mobilisation activities will be completed within one (1) month of your Start Date unless agreed otherwise in writing by DT Global. All demobilisation activities will be completed within one (1) month of your Finish Date unless agreed otherwise in writing by DT Global.
- 1.3 Subject to DFAT's approval, we may vary the Term by written agreement with you.
- 1.4 Where the Term is non-consecutive or consists of multiple inputs the dates and duration of future inputs will be agreed between you and us in accordance with **Clause 37** of the Agreement.

2 Public Holidays

- 2.1 Public holidays to be taken by your Personnel are those which are formally agreed with DFAT on an annual basis. DT Global will agree the public holidays with DFAT and advise you accordingly.

3 Invoicing

- 3.1 **(Australian Companies Only)** You must provide a Correctly Rendered Invoice (Tax Invoice) setting out the price of each category of Supply exclusive of GST (Goods and Services Tax) as well as the GST payable on each component of taxable Supply and the total GST-inclusive price of all supplies made in terms of this Agreement. **OR**
- 3.2 **(Foreign or Non-Australian Companies)** You must provide a Correctly Rendered Invoice setting out the price of each category of Supply.
- 3.3 Unless otherwise agreed by us, invoices submitted to us for services and reimbursable expenses that were incurred more than three (3) months prior may be denied.

4 Receipts Required

- 4.1 In accordance with the requirements of DFAT, you must, upon request, provide full and legible copies of receipts/invoices to substantiate that the relevant cost has been paid for Reimbursable items specified in **Table 4** and **Table 6** of **Schedule 4**.

5 General

- 5.1 You agree to:
- (a) ensure that the Services are provided to a standard which shall promote Australia's international reputation and standing as a reliable partner in the provision of international assistance;
 - (b) promptly advise us of any significant risks;

- (c) liaise with, and obtain all necessary consents, approvals and authorisations from any public and other authorities in the Partner Country necessary to perform the Services;
- (d) be responsive to the changing needs and environment of the Partner Country;
- (e) seek to improve the quality, effectiveness and efficiency of the Services at every opportunity;
- (f) ensure that you, your Personnel and subcontractors conduct themselves in a manner consistent with the *Public Service Act 1999* (Cth) (including the Australian Public Service Values and Employment Principles and Code of Conduct); DT Global's Code of Business Ethics and Conduct and Safeguards Code of Conduct; and
- (g) ensure that:
 - (i) you and your Personnel and subcontractors conduct yourselves in a manner consistent with the *Commonwealth Supplier Code of Conduct* available on the Australian Government Department of Finance website (as amended from time to time);
 - (ii) you monitor and assess your and your Personnel and subcontractors' compliance with the *Commonwealth Supplier Code of Conduct*; and
 - (iii) you immediately report to us any actual, suspected or alleged breaches of the *Commonwealth Supplier Code of Conduct*, or law or policy referred to in this **Clause 5**.

6 Insurance

- 6.1 Unless otherwise agreed in writing by us you are to maintain all insurances that a prudent contractor would maintain for this Agreement for the minimum amounts and coverage periods specified in **Item 22** of the **Agreement Details**, including but not limited to:
- (a) worker's compensation with the minimum cover as required by law;
 - (b) reasonable public liability, professional indemnity and product insurance to cover your obligations under this Agreement;
 - (c) insurance for loss of or damage to parts and materials left or stored on DFAT's premises by the Contractor or its Personnel before use or installation; and
 - (d) any other type of insurance as specified in the **Agreement Details**, and have a territorial and jurisdictional limit that includes Australia and all other locations where the Contractor will undertake work in connection with the provision of the Services.
- 6.2 You will provide a copy of a certificate of currency for the insurance policies listed in **Clause 6.1** at the commencement of this Agreement and on renewal of each policy. Failure to provide this will be grounds for termination.
- 6.3 All insurance cover must be valid for the Term of this Agreement, with professional indemnity insurance valid for three (3) years after the end date of this Agreement or earlier termination of this Agreement. All insurance required to be maintained under **Clauses 6.1** must:
- (a) where applicable, be in the names of you, DT Global and DFAT;
 - (b) ensure that the insurer waives all rights of subrogation or action it may have against DT Global or DFAT;

- (c) ensure that the insurer accepts the term “insured” as applying to each of the persons covered by the policy as if a separate policy of insurance had been issued to each of them;
 - (d) ensure that any inadvertent non-disclosure or inadvertent inaccurate disclosure by a person covered by the policy does not prejudice the rights under the policy of the other persons/s covered by the policy; and
 - (e) ensure that the knowledge of one (1) insured party will not be imputed to another insured party in assessing compliance with the applicable duty or duties of disclosure.
- 6.5 You undertake to use your best endeavours to ensure that you commit no act or omission which renders any of the insurances required by this Agreement to be null and void or of less value.
- 6.6 You are responsible for the payment of all excesses and deductibles of the insurances required to be maintained by you under this Agreement and all such insurance are primary insurances.
- 7 Novation**
- 7.1 If requested by DT Global or DFAT, you agree to provide to DT Global an executed Deed of Novation and Substitution in the form to be provided by DT Global.
- 7.2 You acknowledge that DT Global or DFAT retains the right upon issuing a Notice of Substitution under a Deed of Novation to further novate this Agreement to another Managing Contractor.
- 7.3 You acknowledge that, in the event of DT Global or DFAT issuing a Notice of Substitution, DFAT may substitute itself for DT Global in this Agreement as if our Donor was originally the party to this Agreement, instead of DT Global, and DFAT is so bound by and must fulfil, comply with and observe all of the provisions of this Agreement and enjoys all the rights and benefits of DT Global under this Contract.
- 8 Not Used**
- 9 Access to Documents**
- 9.1 You acknowledge that if DFAT receives a request for access to a document created by, or in the possession of you or your Personnel that relates to the performance of the Project, DFAT may at any time by written notice require us to provide the document to DFAT, and we must promptly comply with the notice and you will comply with our request for access to that document.
- 9.2 This **Clause 9** shall survive expiration or termination of this Agreement.
- 10 Access to Contractor Premises, Data and Records**
- 10.1 Subject to reasonable notice, you agree that as appropriate DFAT, Commonwealth Auditor General, the Information Privacy Commissioner, Privacy Commissioner or DT Global, through their officers, agents or advisers, may:
- (a) access your premises at no additional charge to either DFAT or DT Global;
 - (b) require you to provide records and information in an easily accessible format;
 - (c) examine, inspect, audit and copy documentation, accounts and records relating to this Agreement; and
 - (d) require assistance in respect of any inquiry including, but not limited to a parliamentary inquiry into or concerning this Agreement.
- 10.2 In the case of documents or records stored on a medium other than in writing, you must make available on request such reasonable facilities as may be necessary to enable a legible reproduction to be created.
- 10.3 The requirement for and participation in audits does not in any way reduce your responsibility to perform your obligations under this Agreement.

- 10.4 The Donor and DT Global must use reasonable endeavours to ensure that such access as outlined in **Clause 10** does not unreasonably delay or disrupt in any material respect the Contractor's performance of its obligations under the Agreement.

11 Personnel Information

- 11.1 You agree that we give DFAT, upon request, a copy of this Agreement and/or the following information about your Personnel:
- (a) position title;
 - (b) name;
 - (c) date of birth;
 - (d) gender;
 - (e) nationality;
 - (f) email address;
 - (g) work location;
 - (h) contract start and end date;
 - (i) number of days worked in time period specified by DFAT preceding the receipt of the request;
 - (j) monthly or daily Fee rate;
 - (k) Mobility Allowance/International Allowance, if any (not applicable to Short Term Personnel);
 - (l) Mobility Allowance/International Allowance Supplement, if any (not applicable to Short Term Personnel);
 - (m) Special Location Allowance, if any (not applicable to Short Term Personnel);
 - (n) Other Personnel Support Costs including Housing Cost, if any (not applicable to Short Term Personnel); and
 - (o) any other information including, but not limited to, fees or costs associated with Personnel and identified by DFAT in the request.
- 11.2 DFAT will use the Personnel Information to ensure that the Australian Government's official overseas aid program achieves value for money and to meet its reporting requirements.
- 11.3 You agree that DFAT may disclose the details of this Agreement and/or Personnel Information to Commonwealth governmental departments and agencies, Commonwealth Ministers and Parliamentary Secretaries, and to the Commonwealth Parliament.
- 11.4 Personnel are entitled to access their own Personal Information which is held by DFAT, unless DFAT has a lawful right to refuse access.
- 11.5 This **Clause 11** shall survive termination or expiration of this Agreement.
- 12 Performance Assessments**
- 12.1 You acknowledge and agree that DT Global or DFAT may issue performance assessments in relation to this Agreement. These may include subcontractor performance assessments, partner performance assessments, subcontractor key personnel performance assessments or Personnel performance assessments using:
- (a) DT Global templates, available upon request, amended from time-to-time; or
 - (b) where directed by DFAT, DFAT templates that are substantially in accordance with Partner Performance Assessments or Adviser Performance Assessments templates available on DFAT website, amended from time-to-time (<https://www.dfat.gov.au/about-us/business-opportunities/resources>).
- 12.2 You will:
- (a) sign and return the performance assessments together with any response within 15 days of receipt; and
 - (b) ensure that subcontractor personnel performance assessments together with any response any personnel wishes to include are signed and returned within 15 days of receipt.
- 12.3 You must insert clauses in any subcontracts relating to the Agreement that require the subcontractor to agree that:

- (a) in relation to the subcontract, we or DFAT may issue:
- (i) a subcontractor performance assessment; or
 - (ii) subcontractor key personnel performance assessments.
- (b) the performance assessments will be substantially in accordance with DT Global templates, amended from time-to-time and available upon request; or DFAT templates, amended from time-to-time and available on DFAT website (<https://www.dfat.gov.au/about-us/business-opportunities/resources>); and
- (c) the subcontractor will sign and return the subcontractor performance assessment together with any response within 15 days of receipt and will ensure that subcontractor personnel performance assessments together with any response any personnel wishes to include are signed and returned within 15 days of receipt.
- 13 Use of Contractor Confidential Information**
- 13.1 We or DFAT may disclose matters relating to the Agreement, including your Confidential Information:
- (a) to DFAT's advisers, officers, employees or subcontractors in order to manage this Agreement;
 - (b) on request to other Commonwealth governmental departments and agencies;
 - (c) to the responsible Minister;
 - (d) in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (e) to the Australian National Audit Office or any other auditor appointed by DFAT;
 - (f) to the Commonwealth Ombudsman;
 - (g) if authorised or required by law to be disclosed; or
 - (h) if required in connection with legal proceedings.
- 14 Records, Books, and Accounts**
- 14.1 You must at all times maintain full, true, separate and up to date records, books and accounts in relation to the Agreement.
- 14.2 These records, books and accounts must:
- (a) enable the prevention, detection and investigation of Fraud;
 - (b) be kept in a manner that permits them to be conveniently and properly audited; and
 - (c) be maintained for at least seven (7) years from the date on which the records were created.
- 15 Audits**
- 15.1 We or DFAT may conduct audits relevant to the performance of and/or compliance with any of your obligations under this Agreement, including audits of your relevant:
- (a) operational practices and procedures;
 - (b) project and financial management governance;
 - (c) oversight practices and procedures;
 - (d) invoice and reports;
 - (e) Material (including records, books and accounts) in your possession; and/or
 - (f) other matters determined by us or DFAT to be relevant to the performance of your obligations.
- 15.2 Where we or DFAT has reasonable concerns regarding any item in **Clause 15.1**, we may provide you with written notification of those concerns and what action may be required including but not limited to, an independent audit conducted by a suitable organisation.
- 15.3 You are required to respond to any notice within 14 business days. If you do not respond, or your response does not alleviate our concerns, we may make further directions.
- 15.4 All directions under this clause will be undertaken by you, at your cost, and you must comply with any directions given by us or DFAT regarding the terms of reference or required auditing standards including the type of assurance required from the audit appropriate to the circumstances.
- 15.5 Where a direction has been made under **Clause 15.4** we may not make any further payments owed to you pending certification of the reliability of your management systems and the veracity of the invoicing procedures and practices and the eligibility of claims for payment.
- 15.6 This **Clause 15** applies for the term of this Agreement and for a period of seven (7) years from the date of its expiration or termination.
- 16 Work Health and Safety**
- 16.1 You and your Personnel agree to comply with the *Work Health and Safety Act 2011* (Cth) (WHS Act) and all applicable work health and safety (WHS) laws, standards, policies and requirements of the jurisdiction and DT Global in relation to this Agreement. Note: The *WHS Act and Regulations* (Cth) may be applicable to the work you undertake in an overseas location.
- 16.2 You must ensure you and your Personnel are able to participate in:
- (a) any necessary inspections of work in progress;
 - (b) any necessary consultation with DT Global regarding implementation of the WHS Act provisions; and
 - (c) tests and evaluations of the Goods and/or Services.
- 16.3 When using DFAT premises or facilities, you must comply with all reasonable instructions, policies and procedures relating to WHS and security in effect at those premises or in regard to facilities, as notified by DFAT or as might be reasonably inferred from the use to which the premises or facilities are being put.
- 16.4 We will provide you with information on DT Global and DFAT's WHS policies and procedures relevant to this Agreement. It is your requirement to keep yourself fully informed of these policies and procedures.
- 16.5 We will ensure, so far as is reasonably practicable, the health and safety of all workers and other persons on a DT Global controlled worksite.
- 16.6 You must ensure, so far as is reasonably practicable, that the health and safety of workers or other persons is not put at risk by your actions.
- 16.7 You must immediately inform DT Global of any incident that results in an injury where a person is hospitalised or fatally injured, or had the potential to do so. Where directed by us or DFAT, you agree to participate in any WHS incident reporting and investigation.
- 16.8 Without limiting any other provision of this Agreement you must, on request, give all reasonable assistance to DT Global or DFAT, by way of provision of information and documents, to enable us or the Client, as the case may be, to comply with duties imposed under applicable WHS legislation.
- 16.9 You agree that we may give DFAT, upon request, any relevant information about WHS issues and incidents that may contain information about you.
- 16.10 You acknowledge that DT Global may direct you to take specified measures in connection with your work under this Agreement that DT Global or DFAT considers reasonably necessary to deal with an event or circumstance that has or is likely to have, an adverse effect on the health or safety of persons. You must comply with any reasonable direction at your own cost.
- 17 Payment Time Procurement Connected Policy**
- 17.1 DT Global is a Reporting Entity within the meaning of *Payment Times Reporting Act 2020* (Cth) and therefore is required to comply, where applicable, with the *Commonwealth's Payment Times Procurement Connected Policy* (PTPC Policy).
- 17.2 In the event you are a PT PCP Subcontractor as prescribed within the PTPC Policy, we will pay you:
- (a) within 20 calendar days after the acknowledgement of the satisfactory delivery of the Goods or Services in accordance with the terms of this Agreement and receipt of

- a Correctly Rendered Invoice. If this period ends on a day that is not a Business Day, payment is due on the next Business Day; and
- (b) subject to the PTPC Policy, for payments made by DT Global after the payment is due, the unpaid amount plus interest on the unpaid amount calculated in accordance with the PTPC Policy.
- 17.3 You may make a complaint to the relevant Minister, department or authority that administers or otherwise deals with the PTPC Policy on the relevant day (PT PCP Policy Team) or to DFAT in accordance

- with the PTPC Policy if there has been non compliance with the requirements of **Clause 17.2**.
- 17.4 In the event you enter into or intend to enter into a Reporting Entity Subcontract, as defined within the PTPC Policy, in relation to the provision of Goods or Services for the purpose of this Agreement you must comply with the PTPC Policy, and include in any Reporting Entity Subcontracts clauses required to comply with the PTPC Policy, including obligations equivalent to this clause to ensure the obligations are flowed down the supply chain to all Reporting Entity Subcontractors.

Schedule 2 Definitions and Interpretations

Accommodation: means the accommodation and terms of accommodation set out in **Schedule 4**.

Adviser: means an individual who provides advice on the strategic direction or implementation of an international development assistance program and is engaged under this Agreement. This includes:

- (a) individuals who provide technical expertise and advice to counterpart governments and/or other in-country development partners;
- (b) individuals who provide technical advice to the Donor;
- (c) individuals who provide leadership and oversight or technical inputs for the delivery of the Project; or
- (d) individuals engaged by you as employees or subcontractors and individuals engaged by your subcontractors,

but does not include:

- (e) locally engaged staff employed in non-specialist roles associated with this Agreement, including staff engaged in administrative or logistical roles; or
- (f) your head office staff or contractor managers.

Agreement: means this Agreement including the recitals, schedules and annexures (if any).

Agreement Details: means the summarised details noted at the front of this Agreement that are unique to this Agreement.

Agreement Material: means all Material created or required to be developed or created on or following the commencement of the term of this Agreement as part of, or for the purpose of the Contractor performing the Services.

AI System: means the machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI Systems vary in their levels of autonomy and adaptiveness after deployment.

Applicable Standards: means the standards specified at **Item 23** in the **Agreement Details**.

Assignment: means the Assignment or Project/Activity Title named at **Item 2** of the **Agreement Details** and described in **Schedule 3**.

Australian Privacy Principle(s): has the same meaning as it has in the Privacy Act.

Background IP: means Material (whether owned by the Contractor or a third party) that is in existence at the Commencement Date or is subsequently brought into existence other than as a result of the performance of this Agreement, and is embodied in, or attaches to, Agreement Material or the Services or is otherwise necessarily related to the performance, functioning or operation of the Services.

Banned AI System: means each of the following:

- a) DeepSeek products, applications and web services in accordance with Protective Security Direction 001-2025 DeepSeek Products, Applications and Web Services (available at Direction 001-2025 on DeepSeek Products, Applications and Web Services | Protective Security Policy Framework);
- b) Kaspersky Lab, Inc. products and web services in accordance with PSPF Direction 002-2025 Kaspersky Lab, Inc. Products and Web Services (available at Direction 002-2025 on Kaspersky Lab, Inc. Products

and Web Services | Protective Security Policy Framework);

- c) any other AI System which the Commonwealth prevents the access, use, or installation of on Commonwealth systems in accordance with any Commonwealth law or policy (including a Protective Security Direction issued by the Department of Home Affairs); and
- d) any other AI System nominated by DFAT in writing, provided that any AI System nominated by DFAT will only become a Banned AI System from:
 - (i) the date specified by DFAT when nominating the relevant AI System in writing; or
 - (ii) if DFAT does not specify any date, then the date that is five (5) Business Days after the date that the Contractor receives DFAT's written nomination of the relevant AI System.

Business Day: means:

- (a) for determining when a notice, consent or other communication is given, the day of communication that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, the day of communication (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in the jurisdiction specified in the Agreement.

Client: means the Client named at **Item 3** of the **Agreement Details**.

Commonwealth: means the Commonwealth of Australia.

Commonwealth Fraud and Corruption Control Framework

2024: means the Commonwealth Fraud and Corruption Framework. Available on the Australian Government Attorney General's Department website (as amended from time to time).

Commonwealth Entity: means a non-corporate Commonwealth entity or a corporate Commonwealth entity under the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) (refer to Australian Government Department of Finance website).

Commonwealth Grants Rules and Principles 2024: means the guidelines made pursuant to the *Public Governance, Performance and Accountability Act 2013* (Cth) (as amended from time to time).

Commonwealth Procurement Rules: means the Rules made pursuant to the *Public Governance, Performance and Accountability Act 2013* (Cth) available on the Australian Government Department of Finance website (as amended from time to time).

Commonwealth Supplier Code of Conduct or Code: means the *Commonwealth Supplier Code of Conduct*, as published on the Australian Government Department of Finance website on 1 July 2024, as updated from time to time.

Confidential Information: means:

- a) any information that is identified as confidential in **Item 24** of the **Agreement Details**; and
- b) any other information that:
 - (i) is by its nature confidential; or
 - (ii) is designated by a party as confidential; or
 - (iii) a party knows or ought to know is confidential,
 but does not include information that:
- c) is or becomes public knowledge other than by breach of this Agreement;

- d) is in the possession of a party without restriction in relation to disclosure before the date of receipt; or
- e) has been independently developed or acquired by the receiving party.

Conflict of Interest: means any circumstances in which the interests or personal circumstances of a person could influence, or could appear to influence their performance of duties or functions assigned to them in a manner detrimental to DT Global or our Client.

Contractor: means the organisation named in **Item 5** of the **Agreement Details**.

Contractor Confidential Information: means information that is by its nature confidential, but does not include this Agreement or information which is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation.

Contractor's Manager: means the Contractor's officer named in **Item 21** of the **Agreement Details** with responsibility for overseeing implementation of the Agreement.

Correctly Rendered Invoice: means an invoice which is:

- (a) rendered in accordance with all of the requirements of this agreement;
- (b) it is in the form of a valid Tax Invoice under the *GST Act* (or, where the supply of the Goods and/or Services is not a Taxable Supply, in the form of an invoice approved by DT Global); and
- (c) for amounts that are correctly calculated and due for payment and payable under the terms of this agreement.

Corrupt Conduct: means corrupt conduct as defined in the *National Anti-Corruption Commission Act 2022* (Cth) or conduct that would satisfy that definition if any party involved in the conduct was a "public official" as defined in that Act.

Criminal Code Act List: means the list of organisations that are specified as a "terrorist organisation" through regulations made under the *Criminal Code Act 1995* as published on the [Australian National Security](https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations) website (<https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations>) from time to time.

Cyber Attack: means any action taken through the use of computer networks or any unauthorised access to or use of a computer system that is intended to have, is likely to have or does have an adverse effect on the security or reliability of data on the system or the accessibility of the system, and includes denial of service attacks.

Cyber Security Incident: means a single or series of unwanted or unexpected identified occurrences of a system, service or network state indicating a potential or actual breach of cyber security procedures, process or requirements and threatening security.

Agreement Material: means any Material created by the Contractor or any Contractor Personnel on or following the Commencement Date, for the purposes of or as a result of performing the Contractor's obligations under this Agreement.

Deliverables: means all materials developed or supplied by the Contractor in the course of providing the Goods or Services.

Dependent Child: means a child under 21 years of age who is a natural, step- or adopted child of the Adviser, a child of

the Adviser's Partner or a child for whom the Adviser is a legal guardian.

Dependents: means a spouse or any dependent persons accompanying the Contractor's Personnel on assignment. Note: definition of Dependents in this Agreement may be different to the definition of a dependent under any insurance policy.

DFAT: means the Australian Government Department of Foreign Affairs and Trade

DFAT Consolidated List: means the list of all persons and entities subject to targeted financial sanctions or travel bans under Australian sanctions laws available on DFAT's website: <https://www.dfat.gov.au/international-relations/security/sanctions/consolidated-list>.

DFAT Data: means any data and information relating to or concerning DFAT, and its operations, facilities, customers, DFAT Personnel, assets and programs (including Personal Information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of DFAT; and any information provided to the Contractor under this Agreement from any source or collected or created by the Contractor in connection with the Services, whether in magnetic, electronic, hardcopy or any other form

DFAT Confidential Information: means

- (a) any information that is identified in **Item 25** of the **Agreement Details**;
- (b) any information that is "Confidential Information" within the meaning under this Agreement; and
- (c) any other information that:
 - (i) is by its nature confidential; or
 - (ii) is designated by DFAT as confidential; or
 - (iii) a Party knows or ought to know is confidential, and includes to the extent that it is confidential:
 - (iv) information comprised in or relating to any Intellectual Property of DFAT or third parties where the third-party Intellectual Property is made available by or on behalf of DFAT;
 - (v) information relating to the internal management and structure of DFAT or the Commonwealth of Australia;
 - (vi) Data; and
 - (vii) personal information under the *Privacy Act 1988*.

but does not include information that:

- (d) is or becomes public knowledge other than by breach of this Deed; or
- (e) is in the possession of a Party without restriction in relation to disclosure before the date of receipt; or
- (f) has been independently developed or acquired by the receiving Party.

DFAT Material: means any Material provided by DFAT to the Contractor for the purposes of this Agreement, or which is copied or derived from Material so provided.

Donor: means the Donor named in **Item 4** of the **Agreement Details**.

DT Global: means DT Global Asia Pacific Pty Ltd ACN 006 170 869 and its Related Bodies Corporate within the meaning of the *Corporations Act 2001*. DT Global includes the company formerly known as Cardno Emerging Market (Australia) Pty Ltd.

DT Global Manager: means DT Global's Area Manager or Head of Region or nominee named in **Item 16** of the **Agreement Details**.

Eligible Data Breach: has the same meaning it has under the Privacy Act.

Fees: means the fees set out in **Schedule 4**.

Fraud or Fraudulent Activity: means dishonestly obtaining a benefit, or causing a Loss, by deception, recklessness or other means, and includes alleged, attempted, suspected or detected fraud.

Former DFAT Employee: means a person who was previously employed by DFAT (or seconded to DFAT), whose employment ceased within the last nine (9) months and who, in the twelve (12) months prior to their separation from DFAT, was substantially involved in the design, preparation, appraisal, review and/or daily management of the Project named at **Item 2** of the **Agreement Details** or any related predecessor program.

Goods: means the parts, equipment, consumables or other items (if any) described in **Schedule 3**.

Goods and Services Tax: as defined in the *Goods and Services Tax Act 1999*.

Grant: means an arrangement for the provision of financial assistance provided by, or on behalf of, DFAT:

- a) under which funds are to be paid to a grantee other than the Commonwealth; and
- b) that is intended to help address one (1) or more of DFAT's policy outcomes while assisting the grantee to achieve its objectives.

Guiding Principles on Business and Human Rights: means the United Nations' *Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework* available at: <https://www.ohchr.org/en/publications/reference-publications/guiding-principles-business-and-human-rights>.

Head Contract: means the Contract between DT Global and DFAT.

Insolvency Event: means, in respect of a person, the appointment of, or an application made to a court for, an administrator, controller, provisional liquidator, trustee for creditors or in bankruptcy, or any analogous person, to the person or any of the person's property.

Intellectual Property: means all present and future rights conferred by law in or in relation to any copyright (other than Moral Rights), trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and Confidential Information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered or patentable. These rights include:

- (a) all rights in all applications to register these rights;
- (b) all renewals and extensions of these rights; and
- (c) all rights in the nature of these rights, excluding Moral Rights.

Location: means the location where the Assignment is to be performed, set out in **Item 9** of the **Agreement Details**.

Long Term Personnel: means an adviser working continuously for six (6) months or longer on the Project or fixed term locally engaged personnel.

Loss: includes any loss, damage, liability or obligation, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost and expense on a solicitor and own

client basis or a full indemnity basis whichever is greater) however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Material: includes property, equipment, information, visual data, documentation or other material in whatever form, including any software, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.

Modern Slavery: has the same meaning as it has in the *Modern Slavery Act 2018* (Cth).

Moral Rights: means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute in any jurisdiction in the world that may now exist or that may come to exist in relation to the work.

Notice Addresses: for DT Global this means the addresses as noted on the front cover. For the Contractor this means the address set out in **Item 7** of the **Agreement Details**.

Official Information: means information of any kind whatsoever, whether in material form or not, regardless of its security classification, developed, received, or collected, by or on behalf of the Commonwealth or which the Commonwealth has agreed to protect to which the Contractor gains access and includes any Material contained in an AI System and the terms of this Deed. For avoidance of doubt, Official Information includes DFAT Confidential Information, DFAT Material and DFAT Data.

Parties: means the two (2) signatories to this Agreement.

Partner Country: means the country or countries set out in **Item 8** of the **Agreement Details** in which the Project is to be performed.

Personal Information: has the meaning in any applicable Privacy Law and if none means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Personnel (your Personnel): means the Contractor's employees, officers, agents, contractors or subcontractors (including their respective personnel) and Personnel specified in **Schedule 3** and/or **Schedule 4**.

Personnel Information: means the information requested by DFAT in accordance with **Schedule 1 Clause 11 (Personnel Information)** may be Personal Information.

Point of Origin: this is the point from which you are contracted and from where you depart to commence the Assignment. In most cases, it will be a location in the Contractor's Country of Registration as specified in **Item 15** of the **Agreement Details**.

Project: means the Project and Activity named in **Item 2** of the **Agreement Details**.

Project Director: means DT Global's Project Director or nominee named in **Item 18** of the **Agreement Details**.

Project Manager: means DT Global's Project Manager or Project Coordinator or nominee named in **Item 19** of the **Agreement Details**.

Project Office: means DT Global's Project Office in the Recipient Country from which administrative matters relevant to the Project are handled by DT Global.

Reasons Beyond our Control: This term may also be referred to as "force majeure". For the purposes of this Agreement, "reasons beyond our control" means conditions beyond DT Global's reasonable control. This may include any act of God or terrorism, war, fire, flood, strikes, lockouts, delays in transport, breakdowns in machinery, restrictions or prohibitions by any government or semi-government authority, embargoes, or any conditions affecting DT Global's ability to comply with its obligations under its Head Contract with its Donor.

Recipient Organisation: means the organisation or agency, whether a private entity or government agency that is the recipient of the services provided under the Agreement.

Related Entity: means an entity:

- (a) that controls, or can materially influence, the Contractor's activities or internal affairs;
- (b) that has the capacity to determine or materially influence the outcome of the Contractor's financial and operating policies;
- (c) that is financially interested in the Contractor's success or failure or apparent success or failure;
- (d) in whose success or failure or apparent success or failure the Contractor is financially interested;
- (e) is a holding company of the Contractor;
- (f) is a subsidiary of the Contractor;
- (g) is a subsidiary of a holding company of the Contractor;
- (h) has one (1) or more Directors who are also Directors of the Contractor;
- (i) where a familial or spousal relationship exists between any of the principals, owners, directors, officers or other like persons of that entity and any of the principals, owners, directors, officers or like persons of the Contractor; or
- (j) owned by an employee of the contractor, or in which an employee holds an interest.

Relevant List: means any similar list to the World Bank List maintained by any other donor of development funding.

Satisfactory: means meets the conditions set out in Part 6.b of the *Shadow Economy Procurement Connected Policy* or, if the circumstances in Part 6.c apply, the conditions set out in Part 8.b of the *Shadow Economy Procurement Connected Policy*.

Scope of Services: as noted at **Schedule 3** sets out your duties, responsibilities and obligations under this Agreement.

Security Classified Information: means information that has been designated or marked with a national security classification by the Commonwealth in accordance with the Australian Government Protective Security Policy Framework; the Australian Government Information Security Manual (ISM) or DFAT's security policies and procedures and must be protected accordingly.

Security Incident: for the purposes of **Clause 22.2**, means a security breach, violation, contact or approach from those seeking unauthorised access to the Contractor's information technology systems.

Services: means Services to be performed under this Agreement and referred to in **Schedule 3**.

Shadow Economy Procurement Connected Policy: means the *Shadow Economy Procurement Connected Policy - increasing the integrity of government procurement* (available at www.treasury.gov.au/publication/p2019-t369466) and amended from time to time.

Significant Event: means:

- (a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Contractor or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or
- (b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Contractor or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or DT Global or DFAT's reputation.

Short Term Personnel: means an adviser working on the Project for less than six (6) months continuously.

Statement of Tax Record: means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at: www.ato.gov.au/Business/Bus/Statement-of-tax-record.

Supply: for the purposes of invoicing of GST, Supply includes all services and/or materials supplied under this Agreement.

Team Leader: means the person named at **Item 17** of the **Agreement Details** or otherwise nominated by DT Global from time to time as being in charge of advisers, consultants and contractors working on the Project.

Valid: means valid in accordance with Part 7.e of the *Shadow Economy Procurement Connected Policy*.

World Bank List: means a list of organisations maintained by the World Bank in its "Listing of Ineligible Firms" or "Listings of Firms, Letters of Reprimand" available on the World Bank's website at: <http://web.worldbank.org>.

Schedule 3 Scope of Services

1. As a contractor on this Project, you may work in a team with colleagues, counterpart agency staff, and our locally engaged staff. This will require you to establish and maintain harmonious and effective relationships and to undertake your duties to a high professional standard.
 2. You will faithfully represent the best interests of DT Global in all matters when dealing with DFAT, counterparts, and team members.
 3. You will be responsible to the Project Director/Contractor Representative through the Team Leader on site.
 4. You will undertake and complete the duties prescribed in the Specific Scope of Services. Completion will be within the specified time frame to achieve the Project's objectives and contractual milestones. Meeting milestones on time is a condition for satisfactory completion of your Assignment for payment purposes.
 5. Your duties will include the preparation of reports and other documentation required to satisfy our contractual undertakings to DFAT. We will provide you with the required document formats. If amendments to reports are necessary you will be expected to make the changes promptly and to the required standard.
 6. During your Assignment, it could be expected that you will make presentations to us, Partner country agencies, DFAT and other agencies on matters related to your duties.
 7. A completion report for your Assignment will be given to the Team Leader before departure from the Location. The report must be presented to the Project Director/ Contractor Representative within two (2) weeks of completing your Assignment on site. This report must be completed to the required standard prior to receipt of final payment. The report will be prepared in accordance with the specifications provided by the Team Leader.
 8. Your duties may be varied from time to time by the Team Leader or Project Director/Contractor Representative to meet changing project needs. No changes shall be made unless agreed to by both Parties and reflected in a variation or amendment to this Agreement where necessary.
- Specific Scope of Services**
- Refer to RFT

Schedule 4 Basis of Payment**1 Maximum Amount Payable**

- 1.1 The maximum amount payable by DT Global to the Contractor shall not exceed the sum of **AUDxxxx** plus GST, if any to a maximum of **AUDxxxx**.
- 1.2 The maximum amount payable is comprised of the following elements:
- (a) Fixed Fee (see **Clause 2**); and
 - (b) Reimbursable Costs:
 - (i) Operational Costs (see **Clause 3**).
- 1.3 DT Global shall not be liable for any Costs or expenditure incurred by the Contractor in excess of this amount.

2 Fixed Fee

- 2.1 The maximum amount payable to the Contractor as a Fixed Fee shall not exceed the sum of **AUDxxxx** (excluding GST).
- 2.2 The Fixed Fee will be paid to the Contractor in the form of Milestone Payments as shown in **Table 1** to this **Schedule 4** following written acceptance of the satisfactory completion of identified deliverables.
- 2.3 The criteria for “satisfactory completion” of an identified deliverable will be as specified in **Table 1** to this **Schedule 4** as the “Means of Verification”.
- 2.4 DT Global will use best endeavours to inform the Contractor as soon as reasonably possible after receipt of notice of the completion of an identified deliverable or provision of a report, whether or not that deliverable or report is accepted.
- 2.5 The Milestone Payment amount payable to the Contractor will be paid within a maximum of 30 calendar days or within 20 calendar days where **Clause 17** of **Schedule 1** applies following DT Global's receipt of a Correctly Rendered Invoice.
- 2.6 Where a Milestone Payment is to follow acceptance of a report, DT Global shall not be obliged to make payment until all of the outputs to be achieved by the Contractor in the period covered by the report have been achieved.
- 2.7 A payment by DT Global is not an admission of liability. In the event that DT Global makes a payment for the completion of a Payment Milestone or the procurement of Supplies or inputs that DT Global subsequently learns have not been completed to the quality or performance specifications required or provided as required, the payment shall be deemed an overpayment and recoverable from the Contractor. Without limiting recourse to other available remedies, the overpayment may be offset against any amount subsequently due to the Contractor.

3 Operational Costs

- 3.1 DT Global shall reimburse the Contractor at actual cost up to a maximum of **AUDxxxx** (excluding GST) for Operational Costs as specified in **Table 6** of this **Schedule 4**.
- 3.2 DT Global shall pay the Contractor monthly on a reimbursable basis in arrears Operational Costs including the following items:
- (a) Flights
 - (b) Accommodation
 - (c) Other costs as approved by DFAT.
- 3.3 Funds may be moved between the different categories in **Table 6**, with written approval from DT Global (no Agreement amendment required), provided the combined upper limit in **Clause 7.1** is not exceeded.

4 Claims for Payment

- 4.1 The Contractor's Correctly Rendered Invoice must be submitted when due pursuant to this **Schedule 4** in a form identifiable with the Services.
- 4.2 All invoices must include a certification by a Company Director of the Contractor, or their delegate:
- (a) that the invoice has been correctly calculated;

- (b) that the Services included in it have been performed in accordance with this Agreement; and
- (c) that the invoice is addressed to the **DT Global Project Director/Contractor Representative, Program Manager, Team Leader**.

4.3 All claims for payment must be made out to:

Project Name
 Project Director/Project Manager/Team Leader
 (as appropriate)
 Address
 Country
 Telephone: (+xx) xxx xxx xxx
 Facsimile: (+xx) xxx xxx xxx

4.4 Tax invoices should be sent to the above address. Alternatively, DT Global will accept electronic tax invoices. These can be emailed to: [email address](#).

4.5 Invalid tax invoices will be returned to the Contractor. Information on what constitutes a valid tax invoice can be found at: <https://www.ato.gov.au/business/gst/tax-invoices/>.

TABLE 1: MILESTONE PAYMENTS (CLAUSE 2)

No.	Milestone Deliverable	Means of Verification	Due Date	Upper Limits Payable (AUD)
1		Approval by DT Global		
2		Approval by DT Global		
3		Approval by DT Global		
4		Approval by DT Global		
TOTAL				

TABLE 2: REIMBURSABLE OPERATIONAL COSTS (IF APPLICABLE) (CLAUSE 3)

No.	Item	No of units	Cost per unit (AUD)	Upper limits payable (AUD)
	TOTAL			

Schedule 5 Deed of Confidentiality

THIS DEED POLL is made on the [DD] day of [Month] [YYYY] in favour of **COMMONWEALTH OF AUSTRALIA** represented by the Department of Foreign Affairs and Trade (“**DFAT**”) and DT Global Asia Pacific Pty Ltd.

BY [insert name of person making this Deed Poll], of [insert address].

RECITALS:

- A. DFAT and DT Global Asia Pacific Pty Ltd (the “**Contractor**”) have entered into a Contract [Insert DFAT Contract/Service Order number] for the provision of Services for the [insert DFAT Project Name] (“**Contract**”).
- B. I will be engaged directly or indirectly by the Contractor in connection with the performance of the Contract.
- C. In the course of performing the Services to be provided under the Contract, I may have access to DFAT’s Confidential Information.
- D. I understand that the improper use or disclosure of the DFAT’s Confidential Information may damage DFAT and impair its ability to perform its functions.
- E. DFAT therefore requires me to execute this Deed Poll to ensure that the Confidential Information is protected by me.

OPERATIVE PART:**1 DEFINITIONS**

In this Deed Poll, unless the contrary intention appears:

- 1.1 **Confidential Information** means information that:
 - (a) is by its nature confidential; or
 - (b) is designated by DFAT as confidential; or
 - (c) I know or ought to know is confidential, and includes to the extent that it is confidential:
 - (d) information comprised in or relating to any Intellectual Property of DFAT or third parties where the third-party Intellectual Property is made available by or on behalf of DFAT;
 - (e) information relating to the internal management and structure of the Department of Foreign Affairs and Trade, DFAT or the Commonwealth of Australia;
 - (f) Data; and
 - (g) personal information under the *Privacy Act 1988*;
 - but does not include information that:
 - (h) is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality; or
 - (i) has been independently developed or acquired by the Recipient as established by written evidence.
- 1.2 **Contract** means the contract referred to in Recital A.
- 1.3 **Data** includes any information provided to the Contractor under the Contract from any source or collected or created by the Contractor in connection with the Services, whether in magnetic, electronic, hardcopy or any other form.
- 1.4 **Intellectual Property Rights** means all intellectual property rights, including but not limited to, the following rights:
 - (a) patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks), domain names;
 - (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
 - (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.
- 1.5 **Services** means the services to be performed by me in connection with the Contract.

2 INTERPRETATION

- 2.1 In this Deed Poll, unless the contrary intention appears:
 - (a) words importing a gender include any other gender;
 - (b) words in the singular include the plural and words in the plural include the singular;
 - (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
 - (d) words importing persons include a partnership and a body whether corporate or otherwise; and
 - (e) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

3 NON DISCLOSURE

- 3.1 I have been notified, in writing, of all Confidential Information described in the Contract.
- 3.2 I will treat as secret and confidential all Confidential Information to which I have access, or which is disclosed to me.
- 3.3 I will not disclose any Confidential Information to any person without the prior written consent of DFAT.
- 3.4 If DFAT grants its consent for me to disclose Confidential Information, it may impose conditions on that consent. In particular, DFAT may require that I obtain the execution of a Deed Poll in these terms by the person to whom I propose to disclose the Confidential Information.
- 3.5 My obligations under this Deed Poll will not be taken to have been breached where I am legally required to disclose the Confidential Information.

4 RESTRICTION ON USE

- 4.1 I will use the Confidential Information only for the purpose of my duties in respect of performance of the Contractor’s obligations under the Contract.
- 4.2 I will not copy or record the Confidential Information without the approval of DFAT.
- 4.3 Subject to **Clause 3.3**, I will not allow any other person other than DFAT access to the Confidential Information.
- 4.4 I will take all necessary precautions to prevent accidental disclosure or, unauthorised access to or copying of the Confidential Information in my control.

- 4.5 Despite **Clause 3.5**, if I am required or anticipate or have cause to anticipate that I may be required by law, to disclose Confidential Information, I must immediately notify DFAT of the actual or anticipated requirement and use my best endeavours (without breach of applicable law) to delay and withhold disclosure until DFAT has had a reasonable opportunity to oppose disclosure by lawful means.

5 POWERS OF DFAT

- 5.1 Immediately upon request by DFAT, I must deliver to DFAT all documents in my possession or control containing Confidential Information.
- 5.2 If at the time of such a request I am aware that documents containing Confidential Information are beyond my possession or control, then I must provide full details of the location of the documents and the identity of the person who has control of them.

6 ACKNOWLEDGEMENT

- 6.1 I acknowledge that any breach by me of this Deed Poll may damage DFAT and impair its ability to perform its functions.
- 6.2 Without limiting anything contained in this Deed Poll, I acknowledge that my attention has been drawn to the following legislative provisions which may have application to my handling of Confidential Information:
- (a) Part 5.6 (Secrecy of information) of the *Criminal Code Act 1995* (Cth);
 - (b) Part 10.7 of the *Criminal Code Act 1995* (Cth); and
 - (c) the *Privacy Act 1988* (Cth).

7 RELEASE IN RELATION TO INTELLECTUAL PROPERTY RIGHTS

- 7.1 I make no claim to Intellectual Property Rights in any material developed for DFAT under the Contract, and I acknowledge that such Intellectual Property Rights are dealt with, as between DFAT and the Contractor, as provided under the Contract.
- 7.2 I agree to join in and execute any further instrument which may be necessary to give effect to this **Clause 7**.

8 CONSENT TO MORAL RIGHTS

- 8.1 In this **Clause 8** "Moral Rights" includes the following rights of an author of copyright material:
- (a) the right of attribution of authorship;
 - (b) the right of integrity of authorship; and
 - (c) the right not to have authorship falsely attributed.
- 8.2 In this **Clause 8** "Specified Acts" in relation to any copyright material, means the following classes or types of acts or omissions:
- (a) those which would, but for this clause, infringe the author's right of attribution of authorship; and
 - (b) those which would, but for this clause, infringe the author's right of integrity of authorship,
- but does not include:
- (c) those which would infringe the author's right not to have authorship falsely attributed.
- 8.3 I hereby consent to the Specified Acts (whether occurring before or after this consent is given) in relation to any copyright material developed under the Contract of which I am the author.

9 DECLARATION AS TO CONFLICT OF INTEREST

- 9.1 In this **Clause 9**, "Conflict of Interest" means any circumstances in which the interests or personal circumstances of myself could influence, or could appear to influence my performance of duties or functions assigned to me under the Contract in a manner detrimental to DFAT.
- 9.2 I warrant that, to the best of my knowledge after making diligent inquiry, at the date of this Deed Poll no Conflict of Interest exists or is likely to arise in the performance of the Services.
- 9.3 If, during the period of the Contract a Conflict of Interest arises, or appears likely to arise, I must:
- (a) notify DFAT immediately;
 - (b) make full disclosure of all relevant information relating to the Conflict of Interest; and
 - (c) take any steps DFAT reasonably requires to resolve or otherwise deal with the Conflict of Interest.

10 CONDUCT ON DFAT PREMISES

- 10.1 When using DFAT's premises I will comply with all reasonable directions of DFAT, including but not limited to documented procedures relating to work health, safety and security in effect at those premises. This obligation extends to all procedures which are notified to me by DFAT or which might reasonably be inferred by me in the circumstances.
- 10.2 In addition to the requirements in the preceding paragraph, I agree that when working on DFAT's premises I will comply with all applicable Commonwealth, State and local government laws, regulations and procedures relating to work health and safety in connection with the performance of my duties in respect of the Contract.

11 NOTICES

- 11.1 A notice, request or other communication will be deemed to have been received by me if it is in writing, marked to my attention and delivered or posted to my address for notices set out in **Clause 11.3** below.
- 11.2 A notice is deemed effective:
- (a) if delivered by hand, upon delivery;
 - (b) if posted by pre-paid ordinary post within Australia, upon the expiration of two (2) business days following the date upon which it was posted;
 - (c) if posted by airmail from one (1) country to another, upon the expiration of eight (8) business days following the date upon which it was posted; and
 - (d) this if transmitted electronically or by facsimile, on receipt by the sender of an electronic or facsimile acknowledgement that the Notice has been properly transmitted to the recipient.
- 11.3 My address for notices is set out below:

Physical address:	
Postal address:	
Fax number:	

Email address:	
---------------------------	--

12 MISCELLANEOUS

- 12.1 This Deed Poll records the entire agreement between the parties in relation to its subject matter.
- 12.2 No variation of this Deed Poll is binding unless it is agreed in writing between the parties.
- 12.3 Any reading down or severance of a particular provision of this Deed Poll does not affect the other provisions of this Deed Poll.
- 12.4 No failure by DFAT to exercise, or delay by DFAT in exercising, any right in respect of this Deed operates as a waiver of that right.
- 12.5 A single or partial exercise by DFAT of any right in respect of this Deed does not prevent the further exercise of that right or of any other right in respect of this Deed.

13 SURVIVAL OF OBLIGATIONS

- 13.1 The provisions of this Deed Poll (other than **Clause 9**) will survive the expiration or earlier termination of the Contract.

14 APPLICABLE LAW

- 14.1 This Deed will be governed in accordance with the law in the Australian Capital Territory.

EXECUTED as a Deed Poll:

SIGNED, SEALED AND DELIVERED,
by [\[insert name\]](#)

)
)
)

Signature of [\[insert name\]](#)

in the presence of:

Signature of Witness

Name of Witness
(Print)

Date:

Schedule 6 AI Compliance Certificate

To	DT Global Asia Pacific Pty Ltd
From	[Subcontractor name]
Subcontract	[Insert Name/Reference Number/Date of contract]
Reporting period	[DD MMM YYYY] to [DD MMM YYYY]
Date of certificate	[DD MMM YYYY]

[Subcontractor name] (“**Subcontractor**”) certifies to DT Global Asia Pacific Pty Ltd (“**DT Global**”) that, in respect of the reporting period stated above:

1. the Subcontractor has complied with **clause 44** of the Subcontract (“**AI Systems**”);
2. the Subcontractor has not used any Banned AI System in connection with the Services;
3. each AI System used by the Subcontractor in connection with the Services has been disclosed to DT Global, and (where required) approval has been obtained from DFAT through DT Global before use;
4. the Subcontractor has conducted quality assurance checks on AI System outputs in accordance with the AI Governance Policy (or such other policy or procedure as DT Global has provided and approved in writing);
5. the Subcontractor has maintained records as required by **clause 44.6** and is able to produce them to DT Global within five (5) Business Days on request;
6. the Subcontractor has flowed equivalent obligations through to any sub-subcontractor approved in writing by DT Global; and
7. there have been no incidents or breaches of **clause 44** during the reporting period [or, if there have been, full particulars have been provided to DT Global, [insert reference to incident notice]].

Signed by	[Name]
Title	[Title - must be a person authorised to bind the Subcontractor]
For and on behalf of	[Subcontractor entity name]
Date	[DD MMM YYYY]