

**Issuance Date:** 05/02/2021  
**Questions Due:** 26/02/2021  
**Closing Date:** 01/03/2021  
**Closing Time:** 05:00 pm (Fiji Time) on 01/03/2021

**Request for Tender No.** FWF/Comms/1

Website Development

Seeking the services of a reputable website development firm in Fiji to custom build the Fund's new website. We want a visually appealing website that incorporates graphic design (illustrations), use of images, mobile friendliness, optimization to different screens and platforms, easy navigation and have the ability to mobilise funding – fundraising through an Internet Payment Gateway. The detailed scope of work is contained in the attached TOR (Annex C).

This Request for Tender (RFT) contains the following information:

1. Part One - Tender Particulars
2. Part Two - Overview
3. Part Three - Selection and Application
4. Part Four - Tender Response Forms (Technical Proposal, Organisational Structure, Financial Proposal and Tender's Declaration)
5. Part Five - The Terms of Reference
6. Part Six - Form of Contract

This RFT in no way obligates (Cardno Emerging Markets (Aust) Pty Ltd, project Fiji Women's Fund) to award a contract nor does it commit Cardno to pay any cost incurred in the preparation and submission of a proposal. Award of a Contract under this RFT is subject to availability of funds and other internal and Client approvals.

We request that we receive proposals by no later than (Monday 01 March 2021). Responses and all queries should be submitted directly to [applications@womensfund.org.fj](mailto:applications@womensfund.org.fj)



**REQUEST FOR TENDERS No.**

**FOR**

**Website Development**

**RELEASED 05/02/2021**

## PART 1 – PARTICULARS

<b>Project Name</b>	Fiji Women's Fund
<b>Closing time</b>	(05:00 pm (Fiji Time) on 01/03/2021)
<b>Mode of submission</b>	Electronically via: <a href="mailto:applications@womensfund.org.fj">applications@womensfund.org.fj</a>
<b>Contact person for TOR</b>	Shyana Ali T: 3314410 E: <a href="mailto:shyana.ali@womensfund.org.fj">shyana.ali@womensfund.org.fj</a>
<b>Tender period</b>	Twenty-four (24) days from the closing date for applications

## PART 2 – OVERVIEW

### 1.1. Background

The Fiji Women's Fund (the Fund) is an initiative of the Australian Government via the Pacific Women Shaping Pacific Development (Pacific Women). The Fund has committed up to A\$10.5 million from 2017 to 2021. It provides funding and capacity development support to women's groups, organisations and networks in Fiji to expand and enhance their work on women's empowerment and gender equality.

The aim of the Fund is to become an independently funded and managed national feminist fund the end of 2021, and it seeks the following outcomes:

- Women's groups, organisations, or networks supported by the Fund are empowered and have the capacity (knowledge, skills, resources and relationships) to contribute to transformative change that improves women's lives.
- Women's groups, organisations, or networks supported by the Fund are having influence at different levels (individual / systemic and formal / informal) and are contributing to transformative change in women's lives.
- The Fund has transitioned to an independent local entity and has secured funding from donors, private sector, and local philanthropy.

The Fund is co-located with the existing Pacific Women Support Unit office in Suva, Fiji and operates as an independent entity to support grant and capacity building activities of Fiji-based implementing partners. The Fund team is currently comprised of the Fund Manager, Senior Program Manager, Communications Officer, Finance and Administration Officer, Administration Support Assistant, two Program Officers, and a Monitoring, Evaluation and Learning Coordinator.

The Fund has established a Steering Committee to provide overall strategic guidance and support to the Fund including the allocation of funds. It is comprised of representatives from DFAT, the Fiji Ministry of Women, Children and Poverty Alleviation's Department of Women, the Pacific Women Support Unit, women's civil society organisations and the Fijian private sector. The Fund has established a Grants Committee to assess and select proposals for funding and/or technical assistance allocation. It is comprised of representatives from DFAT, the Pacific Women Support Unit and two members from women's civil society organisations.

### 1.2. Activity Description

The FWF website is the Fund's main electronic communications channel. It was first developed in 2018 using a brochure template and has had some slight upgrades in 2019. While the current website is functional, the template can only be used to an extent. The Fund envision to make changes to the Website in order to better showcase our work especially to assist in resource mobilisation and call to action prompters. The changes will require actual customisation and new add-ons. We aim to have the website fully functional and live by June 2021.

More information on the FWF website may be found at [www.fijiwomensfund.org](http://www.fijiwomensfund.org)

The contracted website developer will work with the Fund Manager and the Communications Officer to revamp the structure of the FWF website, migrate all existing content contained on the current website to the new website and develop new functionalities based on the sample websites provided by the Fund as inspiration. Upon awarding of the contract, the contracted firm will meet with the Fund Manager and Communications Officer to discuss and agree upon the preferred design and layout.

We want a visually appealing website that incorporates graphic design (illustrations), use of images, mobile friendliness, optimization to different screens and platforms, optimization for loading speed, easy navigation and have the an add-on to mobilise funding, i.e fundraising and donating through a Internet Payment Gateway The main functions of the website are three fold, firstly, to communicate

to users the aim and activities of the Fund; secondly, a platform to mobilize resources for the feminist and women's movement in Fiji and lastly, as a hub for grants and information. The overall feel and look of the website should have a modern, user-friendly, clean layout, featuring feminine tones, depict women's empowerment and but should stand out against the many women's funds around the world.

The website development contractor should undertake this project in two parts:

- **Part A** - Assess, develop and design a new website for the Fiji Women's Fund that reflects the scale and scope of the work we do, is easy to use and is useful to our members. We hope our new website will be more dynamic, modern and user-friendly – Should be live by June 2021.
- **Part B** – Develop an Internet Payment Gateway that will allow the Fiji Women's Fund to receive donations – fundraise. We require strong security protocols and firewall add ons to prevent our website from being targeted by fraudsters. The website developer will be required to present to the Fund the options available for a website like this operating in Fiji, costings and a plan of action – how to undertake this component and what must be done to link the website to our preferred bank account.

Please look to these following websites for inspiration:

- Women's Fund Asia - <https://www.womensfundasia.org/>
- FRIDA Young Feminist Fund <https://youngfeministfund.org/>
- Global Fund for Women - <https://www.globalfundforwomen.org/>
- International Women's Development Agency <https://iwda.org.au/>
- AWID <https://www.awid.org/>

## PART 3 – SELECTION AND APPLICATION

### 3.1. Weighting Method

Fiji Women's Fund will evaluate tenders on the basis of technical and management expertise, methodology and demonstrated value for money. This will be based on the selection criteria outlined in Clause 3.3 below.

Fiji Women's Fund's weighting of the **Tender's Technical Score** will account for 70% of the overall score using the formula:

$$\frac{\text{Tenderers Technical Score (out of 100)}}{\text{Highest Technical Score (out of 100)}} \times 70$$

The weighting of the **Financial Proposals** will account for 30% of the overall score using the formula:

$$\frac{\text{Bid price of lowest priced technically acceptable bid}}{\text{Tenderers Bid Price}} \times 30$$

### 3.2. Technical Proposal

To submit a conforming technical proposal, companies must provide:

- (a) A narrative of no greater than 4 pages, that responds to the selection criteria as outlined in Section 3.3 below. This narrative should also include the available date of your nominated personnel who will be handling the deliverables outlined in the scope of work;
- (b) Annexes to the Technical Proposal as detailed in Section 3.4 below;
- (c) Financial Proposal as per Part 4 – Annex B; and
- (d) A signed Tenderer's Declaration as per Part B – Annex C.

### 3.3. Selection Criteria

In reviewing all applications, Cardno will assess technical and financial proposals based on the following selection criteria:

	Selection Criteria	Weighting
<b>1</b>	<b>Experience</b>	<b>30%</b>
	Demonstrated and relevant experience in the field of web development and design.  Experience working with similar websites within the Pacific region which include internet payment gateways.	
<b>2</b>	<b>Approach and methodology</b>	<b>20%</b>
	The Tenderer's understanding of the ToR and the needs of the assignment  The Tenderers approach to planning and coordination of the deliverables as stated in the TOR	
<b>3</b>	<b>Support services</b>	<b>10%</b>
	Strong systems and organisational structure to support back-end management, website security protocols, training capacity and back up support when the website has issues	
<b>4</b>	<b>Key Personnel</b>	<b>40%</b>
	Suitably qualified team to undertake the TOR	
	<b>TOTAL</b>	<b>100%</b>

### 3.4. Annexes to the Technical Proposal

#### 3.4.1. Annex 1: Curriculum Vitae (CV)

The Tenderer must provide updated CVs of their team **Part 4 - Annex A** (maximum 4 A4 pages).

#### 3.4.2. Annex 2: Experience Sheets

The Tenderer may provide up to four (4) Relevant portfolio of past work and experience.

Should also include names and contact details of at least 2 referees

### 3.5. Financial Proposal

Tenderers need to submit a financial proposal as per the format of the financial proposal.

The contracted firm is requested to provide a quotation with the breakdown of the fees/cost for the services

Inclusive of a matrix indicating the level of work to be undertaken and associated timelines and preferred payment schedule.

### 3.6. Tender Submission Process

Tenders will close at **5 pm (Fiji Time) on 01/03/2021**.

For electronic submissions, companies must provide one PDF file.

Fiji Women's Fund will not consider tenders received after the above specified date and time. Tenders will be valid for a period of at least **24 days** after the closing time. Currency of the tender is the **Fijian Dollar**

Language of the tender must be in **English**.

By submitting a tender, companies agree to all conditions of this Request for Tender.

### 3.7. Details Relating to Applications

Fiji Women's Fund will treat all tenders as confidential, including any additional information tenderers provide. The following is the approximate timetable for tenders:

Activity	Date
Release of Documentation	05/02/2021
Proposals Received	01/03/2021
<i>Review of tenders</i>	09/03/2021
Interviews (if required) <sup>2</sup>	10/03/2021
Contracting of selected firm	16/03/2021
Tentative intended commencement date of website development	17/03/2021

Fiji Women's Fund reserves the right to alter any of these dates. Direct all enquiries relating to this Request for Tenders to:

**Shyana Ali**

Email: [shyana.ali@womensfund.org.fj](mailto:shyana.ali@womensfund.org.fj)

Fiji Women's Fund will publish any enquiries that are relevant to all tenderers on the it's website:

<https://fijiwomensfund.org/opportunities/> at any time prior to the tender submission date.

### 3.8. Fiji Women's Fund's Rights

At any time, Fiji Women's Fund reserves the right to:

- (a) terminate this Request for Tender or cease to proceed with this procurement process;
- (b) change the structure and timing of the procurement process;
- (c) vary or extend any time or date in this Request for Tender;
- (d) require additional information or clarification from any tenderer or provide additional information or clarification;
- (e) negotiate with one or more tenderers;
- (f) call for new tenders;
- (g) reject any tender received after the closing time;
- (h) reject any tender that does not comply with the requirements set out in this Request for Tenders; and
- (i) terminate negotiations with any applicants at any time for any reason.

### 3.9. Conflict of Interest

Tenderers must provide details of any circumstances or relationships that constitute, or may constitute, a conflict or potential conflict of interest regarding this application, or any obligations under any formal agreement with the (Fiji Women's Fund).

### 3.10. Additional Information

#### 3.10.1. Security

Tenderers need to be aware that in the region security issues could require particular attention. Contractors will be responsible for the security of their personnel and for taking out and maintaining appropriate insurance cover for their personnel.

#### 3.10.2. Insurance

All Organisations must have appropriate insurance cover as a condition of submitting a response.

## PART 4 – TENDER RESPONSE FORMS

### Annex A – Curriculum Vitae

Tenderers must submit CVs containing the information required as set out below. A CV must not be greater than four pages in length, including the Declaration and referees. The CV must be in Times New Roman 12 point font. Referees must be available to provide comment during the time of selection. Tenderers must ensure that referees are available or provide alternative referees if they are not available. Referees must be able to provide comments in English and must not have an actual or potential conflict of interest. Referees, therefore, must not be: an employee of, the holder of a current executive office within the organisation of or have a business in association with the tenderer or a subsidiary organisation of the tenderer; included in the application as a proposed consultant; or a Cardno or Client/Donor employee.

<b>Name</b>			
<b>Specific area of expertise</b>			
<b>Home base</b>		<b>Nationality</b>	
<b>Professional</b>			
<b>Languages spoken and proficiency</b>			
<b>Countries of previous relevant work</b>			
<b>Outline of relevant key skills</b>			
<b>Details of relevant experience</b>			
<p>“I, <i>[insert name]</i>, declare that:</p> <p>(a) The information provided in this CV is accurate and hereby authorise Cardno to make whatsoever inquiries it may consider reasonable and necessary to undertake in the course of the application 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; and</p> <p>(b) I am available to participate with company (insert company name) in this program.</p> <p>Signed <i>[insert signature]</i>      date:</p>			
<b>Nominated referees</b>			
<b>Name &amp; position</b>		<b>Name &amp; position</b>	
<b>Address</b>		<b>Address</b>	
<b>Email</b>		<b>Email</b>	
<b>Phone</b>		<b>Phone</b>	

## **Annex A – Financial Proposal**

The Project will be tendered on a contract basis.

Tenderers should populate the Financial Proposal Tables provided below. The information provided will form your financial proposal for your bid.

All amounts specified in the tables as part of your financial proposal must be inclusive of Fiji Government Taxes

The successful Tenderer will be contracted in accordance with the indicative Basis of Payments found in Appendix 1 of this Annex.

### **FINANCIAL PROPOSAL**

Financial Proposal Summary Table

<b>Table</b>	<b>Description</b>	<b>TOTALs</b>
1	Fee	(A) \$
2	Tax	(B) \$
	<b>TOTALS</b>	<b>(C) \$</b>

The value of Item (C) will be used for the assessment of the Tenderers Financial Proposal.







**Appendix 1 – Indicative Basis of Payments for Website Development**

Items	Basis of Payment	Unit Rate	Units	Upper Limit
<b>Fee</b>		<b>FJD</b>		<b>FJD</b>
Fee	Per day worked (8hr/day) Fee must be claimed proportionally to number of hours worked			
<b>Deductable Component</b>				
Provisional tax	5% withholding tax of gross fee payment	Per FRCA regulations		Deducted
<b>Allowances</b>		<b>Currency</b>		<b>Currency</b>
Travel Allowance (for meals and incidentals)	Per calendar day – whilst on on approved work related travel outside of Suva, Fiji Islands	As per limits set out in 'Fiji Women's Fund' operations manual		Reimbursed at cost on submission of invoice. Must be claimed proportionally
<b>Provided Component</b>				
Medical, Dental, Evacuation and Travel Insurance	Whilst on on approved work related travel outside of Suva, Fiji Islands			Provided at no cost to you for this input
<b>Items to be Reimbursed</b>				
Communication Costs	Reasonable expenses on production of receipts , whilst on approved work related travel			Reimbursed at cost



## Annex B – Tenderer's Declaration

### Deed of Declaration

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

**[Company name]** offer the services in the attached proposal at the prices quoted, upon and subject to the conditions of the Request for Tender.

Our offer remains open for acceptance by Cardno for a duration of ninety (24) days from the date of closure of tenders.

We have not prepared our application with the benefit of information obtained from a current or former employee of Cardno or the Fiji Women's Fund in circumstances that constitute a breach of confidentiality or fidelity on the part of that person; or with the benefit of information otherwise improperly obtained.

We are able to provide Technical Advisers as per our tender response for a full duration of months (March – August 2021), as per the Terms of Reference.

We have 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:  
Position:  
Dated:

## **PART 5 – TERMS OF REFERENCE**

### **Terms of Reference: Website development, design and maintenance**

Reports to: Fund Manager – Fiji Women's Fund

Location: Suva, Fiji

Duration: 05 March – 31<sup>st</sup> August 2021

#### **Program background**

The Fiji Women's Fund (the Fund) is an initiative of the Australian Government via the Pacific Women Shaping Pacific Development (Pacific Women). The Fund has committed up to A\$10.5 million from 2017 to 2021. It provides funding and capacity development support to women's groups, organisations and networks in Fiji to expand and enhance their work on women's empowerment and gender equality.

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The Fund has established a Steering Committee to provide overall strategic guidance and support to the Fund including the allocation of funds. It is comprised of representatives from DFAT, the Fiji Ministry of Women, Children and Poverty Alleviation's Department of Women, the Pacific Women Support Unit, women's civil society organisations and the Fijian private sector. The Fund has established a Grants Committee to assess and select proposals for funding and/or technical assistance allocation. It is comprised of representatives from DFAT, the Pacific Women Support Unit and two members from women's civil society organisations.

#### **Background on the current FWF website**

The FWF website is the Fund's main electronic communications channel. It was first developed in 2018 using a brochure template and has had some slight upgrades in 2019. While the current website is functional, the template can only be used to an extent. The Fund envision to make changes to the Website in order to better showcase our work especially to assist in resource mobilisation and call to action prompters. The changes will require actual customisation and new add-ons. We aim to have the website fully functional and live by June 2021.

More information on the FWF website may be found at [www.fijiwomensfund.org](http://www.fijiwomensfund.org)

#### **Scope of Work**

The contracted website developer will work with the Fund Manager and the Communications Officer to revamp the structure of the FWF website, migrate all existing content contained on the current website to the new website and develop new

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functionalities based on the sample websites provided by the Fund as inspiration. Upon awarding of the contract, the contracted firm will meet with the Fund Manager and Communications Officer to discuss and agree upon the preferred design and layout.

We want a visually appealing website that incorporates graphic design (illustrations), use of images, mobile friendliness, optimization to different screens and platforms, optimization for loading speed, easy navigation and have the an add-on to mobilise funding, i.e fundraising and donating through a Internet Payment Gateway The main functions of the website are three fold, firstly, to communicate to users the aim and activities of the Fund; secondly, a platform to mobilize resources for the feminist and women's movement in Fiji and lastly, as a hub for grants and information. The overall feel and look of the website should have a modern, user-friendly, clean layout, featuring feminine tones, depict women's empowerment and but should stand out against the many women's funds around the world.

The website development contractor should undertake this project in two parts:

- **Part A** - Assess, develop and design a new website for the Fiji Women's Fund that reflects the scale and scope of the work we do, is easy to use and is useful to our members. We hope our new website will be more dynamic, modern and user-friendly – Should be live by June 2021.
- **Part B** – Develop an Internet Payment Gateway that will allow the Fiji Women's Fund to receive donations – fundraise. We require strong security protocols and firewall add ons to prevent our website from being targeted by fraudsters. The website developer will be required to present to the Fund the options available for a website like this operating in Fiji, costings and a plan of action – how to undertake this component and what must be done to link the website to our preferred bank account.

Please look to these following websites for inspiration:

- Women's Fund Asia - <https://www.womensfundasia.org/>
- FRIDA Young Feminist Fund <https://youngfeministfund.org/>
- Global Fund for Women - <https://www.globalfundforwomen.org/>
- International Women's Development Agency <https://iwda.org.au/>
- AWID <https://www.awid.org/>

### Deliverables and timeline

The following outputs are to be produced:

- a. Assess the specifications and provide a clear, comprehensive quotation, timeline and scope of work to be undertaken by the vendor. This must also include the cost of hosting fees.
- b. Prepare an initial design of the wireframe and incorporate FWF feedback
- c. Presentation by the vendor of the final layout and design to seek approval prior to going live
- d. Smooth transition from old website to the upgraded website with minimal interruption to FWF main electronic communication channels. The vendor is expected to migrate all the current website content to the upgraded website. During the transfer, the Contractor shall make sure no links are broken, especially external links leading to the main website.
- e. Standby support to FWF for any additional changes or identified issues that may arise after going live.
- f. Provide website training to the Communications Officer and submit a detailed tutorial manual – this must contain step by step instructions and screen grabs to better illustrate how to update our website.

### Duration of the Assignment/Project

We expect the website to go live by June 2021. Below are some key milestones that we would like the vendor to achieve however a more detailed workplan must be submitted upon awarding of the contract.

Activities	Timeframe
Call for proposals	5 February 2021
Last date to ask questions on th Tender	26 February 2021
Submission of proposal, work timelines and quotation	1 March 2021

Awarding of contracted firm	16 March 2021
Agreement on format and website structure	26 <sup>th</sup> March 2021
First look of new website	14 <sup>th</sup> May 2021
Upgraded website go live	01 June 2021

### Key Essential Criteria

The vendor must have the following qualifications:

- Excellent oral and written communication skills
- Be a reputable individual or company (registered in Fiji) with proven experience in developing websites with similar requirements nationally and/or within the Pacific– please provide a portfolio of work
- Skills in developing back-end/CMS with the ability to provide user training and detailed manuals in English
- Demonstrated knowledge of responsive web design
- Solid knowledge of website security and website hosting service

### Proposal Requirements

The Terms of Reference and the Request for Tender Template can be downloaded from the Fund's website: <https://fijiwomensfund.org/opportunities/>

Proposals should contain the following information:

**i) Technical Proposal which includes:**

- Completed Request for Tender Form
- Letter confirming interest, availability and capability to meet deadline
- Updated CVs of the proposed vendor's team
- Relevant portfolio of past work and experience
- Names and contact details of at least 2 referees

The vendor should provide a proposal and include a brief implementation plan

**ii) Financial Proposal**

The contracted firm is requested to provide a quotation of the fees/cost for the services and a matrix indicating the level of work to be undertaken and associated timelines and preferred payment schedule.

### Reporting Lines

The Contractor will report to the Fund Manager and work closely with the Communications Officer. The vendor will report progress on a weekly basis.

### Proposal Submission

Expressions of interest must be emailed to [applications@womensfund.org.fj](mailto:applications@womensfund.org.fj) no later than 5pm (GMT +12) Monday 1 March 2021 and addressed to:

The Fund Manager  
 Fiji Women's Fund  
 Level 3 – Kaunikula House, Sun Insurance Building  
 Laucala Bay Road  
 Suva

**PART 6 – FORM OF CONTRACT - Template****Short Term (Fiji) Local Consultancy Agreement***Between***Cardno Emerging Markets (Australia) Pty Ltd****ACN: 006 170 869***and***Name of Contractor****Important:**

- For further information about which contract template to use refer to the [QMS Contracts Summary table](#).
- This contract template is to be used when engaging Fijian nationals as Short Term Advisers on DFAT projects.
- Notes in **red text** are for information and are to be deleted as part of the review process noted below.
- This Agreement is to be reviewed in '**Track Changes**' prior to being sent to an adviser.
- Notes in **blue text** indicate information required / filled in
- Once contract template is ready to be issued, turn track changes off, highlight all and press F9. This will update all cross-references and the table of contents.



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# Cardno's Consultancy Agreement

## **Nature of this Agreement**

This Consultancy Agreement sets out the terms and conditions under which Cardno Emerging Markets (Australia) Pty Ltd (Cardno) engages consultants to perform services in relation to our various Projects or Programs.

Our Consultancy Agreement intends to strike a balance between Cardno and yourself without imposing unduly harsh or onerous obligations. That said, there are a number of contractual conditions specified in the Head Contract that we are required, by the Client, to pass through or transfer to any Personnel engaged on the Project.

You will be engaged by Cardno as an independent contractor to perform services. The parties acknowledge that the real nature of their relationship is that of independent contractor and principal and that the contractor is in business on their own account.

## **Our Commitment to You**

We seek a satisfying and successful outcome for all parties and recognise that enhancing your personal reputation is as important as enhancing ours. We commit to providing suitable and effective support to enable you to achieve quality outcomes. If you feel at any time that we are not providing appropriate support we encourage you to contact your Project Director or Cardno Manager responsible for your Project.

## Agreement Details

**Do not alter Items Nos. 1 to 22 – If an item is not relevant simply note as 'Not Applicable'**

Item No.	Description
Item 1	Agreement Number e.g. Bid or Project No.\Name1
Item 2	Project Title Full Project Title as noted on the Head Contract
Item 3	Client Name of Client
Item 4	Donor Name of Donor
Item 5	Position Title Title as noted in the Head Contract
Item 6	Contractor Name of Contractor
Item 7	Specified Contractor Personnel Used where Contractor is Seconded through a Company – otherwise note 'Not Applicable'
Item 8	Contractor Contact Details contact details of Contractor
Item 9	Partner Country full name of Partner Country
Item 10	Location location where work is to be performed – may include home base as well
Item 11	Start Date On or about day month year
Item 12	Finish Date On or about day month year
Item 13	Term # Working Days Will need to indicate separately where more than one consultant. refer also Clause 20 in Schedule 1
Item 14	No. of Inputs If going overseas please insert No. of inputs or flights associated with this position. If at home base note 'home base', if a combination note accordingly refer also Clause 7 Schedule 1
Item 15	Annual Leave Entitlements Not applicable
Item 16	Sick Leave Entitlements Not applicable
Item 17	Country of Domicile Contractors country of residence
Item 18	Cardno Manager
Item 19	Team Leader or equivalent
Item 20	Project Director or Contractor Representative If there is no PD/CR, or the title is slightly different please amend the definition of PD in Schedule 2 to read something like 'Project Director: means the Executive Program Manager noted at Item 20 of the Agreement Details. Do not change the descriptives in the Contract
Item 21	Project Manager / Coordinator
Item 22	Program Support Officer
Item 23	Add as necessary or else delete this row

# 1 Standard Terms and Conditions

## 1. The Parties

1.1 This Consultancy Agreement sets out the terms and conditions under which Cardno Emerging Markets (Australia) Pty Ltd and ACN 006 170 869 (Cardno) engages **Name of Contractor** to perform the Services in relation to the Project noted at **Item 2** of the Agreement Details. For the purposes of this Agreement, Cardno will be referred to as 'Cardno' or 'we' or 'our' or 'us' and **Name of Contractor** as 'Contractor' or 'Contractor Personnel' or 'Consultant' or 'you' or 'yours' or 'they'.

## 2. The Agreement

This Agreement consists of:

- 2.1 The **Agreement Details**, which summarise details unique to this Agreement;
- 2.2 The Standard Terms and Conditions on which we engage you;
- 2.3 The **Schedules**, which contain Project Specific and/or Client Requested Terms and Conditions, Definitions and Interpretations, the Terms of Reference for the Assignment, the Basis of Payment as well as other explanatory notes and documents as may be required by the Client; and
- 2.4 The original terms and conditions of engagement as agreed by you and us – not attached.
- 2.5 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** shall apply to resolve the discrepancy, ambiguity or inconsistency.
- 2.6 For the purposes of this Agreement and unless the context otherwise requires:
- words importing the singular include the plural and vice versa;
  - words of the masculine gender include the feminine and vice versa;
  - where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
  - a reference to Cardno includes 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;
  - where the Contractor is engaged or seconded through another company a reference to 'Contractor' or 'you' includes any 'Contractor Personnel'; and
  - 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.

## 3. The Assignment

- 3.1 You agree to satisfactorily perform the Assignment:
- at the Location noted at **Item 10** of the **Agreement Details**;
  - in accordance with the Terms of Reference at **Schedule 3** ('the TOR');
  - in accordance with the Scope of Services for the Project as noted in the Contract;
  - on the terms set out, and as amended by the Parties from time to time; and with the high 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 acknowledge that this appointment is non-exclusive.
- 3.3 The Assignment will be undertaken in the name of Cardno and you will observe the professional standards which we require. You will not represent yourself as being an employee, partner or agent of Cardno, the Client, Donor(s), or of the Commonwealth of Australia.
- 3.4 You will complete the Assignment within the Term noted at **Item 13** of the **Agreement Details**. If the Assignment is not completed within the Term noted, you will continue to work without delay to complete the Assignment in accordance with this Agreement,

however your entitlement to Remuneration will cease on expiry of the Term.

- 3.5 Where noted in the TOR (**Schedule 3**) an Assignment Report must be prepared and submitted to the Team Leader or Project Director or Contractor Representative upon completion of the Assignment. We will provide you with details of the layout and requirements for the Assignment Report.
- 3.6 You will conduct yourself in a way that maintains friendly relations between us, the Client, the Donor, counterpart agencies, the government and people of the Partner Country. You will not make any public statement that may adversely reflect on us, the Client, Donor, counterpart agencies or the government and people of the Partner Country.
- 3.7 You agree to comply with our procedures and instructions relating to the Project, working conditions, welfare and security.

## 4. Payment of Remuneration

- 4.1 We will pay you in accordance with the Basis of Payment set out in **Schedule 4**. Unless otherwise stated, you will bear all costs and expenses incurred in performing the services.
- 4.2 The Remuneration is fixed for the Term.
- 4.3 Subject to **Clause 3.4** your entitlement to payment of the Remuneration begins on the Start Date and finishes at the expiration of the Term.
- 4.4 The Remuneration is inclusive of VAT and all applicable taxes, levies, duties or other contributions or Government charges that may apply within the Country of Domicile including any penalty payable by us to you.
- 4.5 Unless stated otherwise in **Schedule 4**, all payments made by us will be made in the currency of the contract between us and the Client.
- 4.6 Allowances will be paid in accordance with the provisions set out in the Contract. As an independent contractor no overtime is applicable under this Contract.
- 4.7 We may adjust the payments under **Schedule 4** at any time if we reasonably believe that you or your Personnel have not performed any part of the TOR in a timely and proper manner, or have otherwise failed to comply with your obligations, or have 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.

## 5. Taxation and Income Tax

- 5.1 The Contractor shall be responsible for his or her own liability for tax (including VAT), levies and all other liabilities and expenses, of whatever nature, relating to this Contract. Unless the Contractor has a valid certificate of exemption, provisional tax payable under Fiji law shall be deducted from the Remuneration payable to the Contractor and remitted to the Fiji Revenue and Customs Authority on account of such tax. Cardno accordingly takes no liability for VAT, taxes, levies, duty or other contributions or Government charges that may apply within your Country of Domicile and which are payable by the Contractor on payment made under this Contract which the Contractor shall be responsible for.
- 5.2 The Contractor hereby indemnifies and agrees to guarantee that any debt or claim that may arise from all such taxes, levies and other expenses will be paid by the Contractor.

## 6. Health Insurance

- 6.1 Unless agreed otherwise you are responsible for maintaining appropriate health insurances for yourself and any personnel.

## 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 the Client and noted in **Schedule 4**) are provided with your Invoice. No expenses other than those specified in **Schedule 4** will be reimbursed.
- 7.2 Unless otherwise agreed in writing we will make all travel arrangements, determine the class of travel, and the travel itinerary to meet the needs of the Project.

- 8. Subcontracting**
- 8.1 You must not assign the benefit and obligations nor subcontract the Services under this Agreement without our prior written consent. Any such consent may be given subject to whatever conditions we consider appropriate.
- 8.2 You agree that at all times you shall remain fully responsible for the performance of your obligations and that of your personnel under this Agreement.
- 8.3 When subcontracting work under this Agreement you shall ensure that all relevant obligations under this Agreement are passed onto the subcontractor. Notwithstanding this requirement you agree that you remain at all times liable for the performance or non performance of a subcontractor engaged by you.
- 9. Confidentiality**
- 9.1 You must not disclose, duplicate, or make unauthorised use of any Confidential Information to any other person other than those individuals authorised by Cardno 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 9**. This clause survives any termination of this Agreement.
- 10. Privacy**
- 10.1 You must at all times comply with and ensure compliance with the *Privacy Act 2000* (the Act) the Information Privacy Principles contained in the Act and Cardno's Privacy Policy (a copy of which is available at the Location and upon request). In particular, you must comply with the requirements relating to the collection, storage, access, alteration, use, and disclosure of any personnel information made, created, obtained or provided at any time in connection with the performance of the Services.
- 11. Fraud and Anti-Corruption**
- 11.1 You must comply at all times with the Cardno's fraud and anti-corruption policies, as amended from time to time. Copies of our fraud and anti-corruption policies are available at the Location and upon request.
- 11.2 You, your personnel or subcontractors shall not make or cause to be made, nor receive, nor seek to receive or offer any gift or payment, consideration or benefit of any kind, which could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to any activity referable to the Project (Fraudulent Activity). In addition, you shall not bribe public officials and shall ensure that you comply with this provision. Any breach of this clause shall be grounds for immediate termination of this Agreement under **Clause 20**.
- 11.3 You are responsible and accountable to us for preventing and reporting any Fraudulent Activity or suspected Fraudulent Activity as part of your routine responsibilities
- 11.4 This **Clause 11** is a fundamental term of the Agreement, and breach of this **Clause** Error! Reference source not found. shall:
- (a) entitle us to take any action to the maximum extent permitted by law to prevent Fraudulent Activity (if capable of prevention) 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.
- 12. Child Protection**
- 12.1 You and your personnel must comply at all times to the Cardno Child Protection Policy and Criminal Record Check Policy. A copy of our Child Protection Policy and Criminal Record Check Policy is available at the Location and upon request.
- 12.2 You are responsible and accountable to us for preventing and reporting any Child Abuse or exploitation or suspected Child Abuse or exploitation as part of your routine responsibilities.
- 12.3 You must immediately advise us in writing if you or your personnel are accused of, charged with, arrested for, or convicted of, criminal offences relating to child abuse or exploitation. Cardno or the client may require you to be suspended from duty or transferred to other duties during formal investigations relating to child abuse or exploitation.
- 12.4 This **Clause 12** is a fundamental term of the Agreement, and breach of this **Clause 12** shall:
- (a) entitle us to take any action to the maximum extent permitted by law to prevent any abuse of exploitation of children (if capable of prevention) 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.
- 13. Preventing Sexual Exploitation, Abuse and Harassment**
- 13.1 You must comply at all times with Cardno's Preventing Sexual Exploitation, Abuse and Harassment Policy. A copy of this Policy is available at Project Location and upon request.
- 13.2 You are responsible and accountable to us for reporting suspected or alleged cases of sexual exploitation, abuse and harassment that relates to the Project within 48 hours of becoming aware of the case.
- 13.3 You are responsible and accountable to us for reporting any alleged incidents of non-compliance with Cardno's Preventing Sexual Exploitation, Abuse and Harassment Policy within five (5) business days of becoming aware of the incident.
- 13.4 This **Clause 13** is a fundamental term of the Agreement, and breach of this **Clause 13** shall:
- (a) entitle us to take action to the maximum extent permitted by law to prevent any Sexual Exploitation, Abuse and Harassment (if capable of prevention) 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.
- 14. Conflict of Interest**
- 14.1 During the period of this Agreement you must not, without our prior written approval:
- (a) engage directly or indirectly in any business activity or professional activities in the Partner Country which is not directly related to this Agreement;
- (b) make use of any material acquired or created during the Term of this Agreement other than for the purpose of the Project and where assigned a project email address you must use that email address for all project-related emails.; or
- (c) advertise or publicise any association with us or the Client or Donor or use the name, emblem, logo, or official seal of Cardno or the Client or Donor in connection with your business or profession.
- 15. Waiver**
- 15.1 A waiver by either Party in respect of any breach of a condition or provision of this Agreement shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either Party to enforce at any time any of the provisions of this Agreement shall in no way be interpreted as a waiver of any such provision.
- 16. Indemnity**
- 16.1 You agree to indemnify and keep indemnified us, on a full recovery basis, for the 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.
- 16.2 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.
- 16.3 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.
- 16.4 You and your personnel accept all risks associated with travel that is associated with the Project and any issues arising out of or in connection with providing Services to the Project.
- 16.5 This **Clause 16** will survive the termination of this Agreement.

**17. Negation of Partnership, Employment and Agency**

17.1 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.

**18. Variations to the Agreement**

- 18.1 The Parties agree and accept that the Services to be performed may be changed, increased or decreased, as directed by the Client from time to time, and as a consequence this Agreement may be subject to change
- 18.2 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 a Client direction.
- 18.3 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.
- 18.4 Any amendment or variation to this Agreement must be in writing and signed by both Parties.

**19. Suspension of the Agreement**

- 19.1 We may suspend this Agreement:
- (a) where you are in breach of this Agreement;
  - (b) if any of the events described in **Clause 19.1** occur and which we reasonably believe make suspension necessary;
  - (c) where you are ill or injured; or
  - (d) where the Assignment is delayed by Reasons Beyond Our Control.
- 19.2 Where you are suspended from carrying out the Assignment due to illness or injury you will not return to the Project until medically certified as fit to fully resume the Assignment. We will recommence payment of your Remuneration once you have returned to the Location and resumed the Assignment provided that it is possible for us 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.
- 19.3 During periods of suspension and until the suspension is removed you shall not be entitled to payment of the Remuneration, or any other benefits under this Agreement unless specifically agreed to in writing by us.
- 19.4 Where the Assignment is suspended and your Accommodation is provided by us, you may not be permitted to remain in the Accommodation unless specifically agreed otherwise in writing by us.
- 19.5 Where the Assignment is suspended and your Accommodation is reimbursed by the Client, you may not be permitted to remain in the Accommodation unless specifically agreed otherwise in writing by us.

**20. Termination of the Agreement****1.1.1 Termination by Notice**

- 20.1 We may terminate this Agreement at any time prior to the expiration of the Term if:
- (a) in our reasonable opinion, the Assignment is not performed satisfactorily and provided that Cardno has notified you of such unsatisfactory performance and has given you 14 calendar days to remedy it;
  - (b) in our reasonable opinion, you are incompetent, negligent or unable to proceed with the Assignment for any reason provided that Cardno has notified you of such unsatisfactory performance and has given 14 calendar days to remedy it;
  - (c) in our reasonable opinion, you are incompetent, negligent or unable to proceed with the Assignment for any reason;
  - (d) you act in breach of this Agreement or in a manner contrary to the conditions of our Agreement with the Client;
  - (e) you act in a manner which is detrimental to the Project or our good reputation in the Partner Country;
  - (f) the needs of the Project change such that the Assignment is no longer required;
  - (g) an event occurs in respect of you which in our reasonable opinion may have a material adverse effect on the ability of you to carry out the services stated in **Schedule 3**; or

- (h) the Client expresses serious dissatisfaction with your performance of the Assignment or requests your termination.

- 20.2 Termination by us is effective from the date specified in the written notice of termination sent to you.
- 20.3 Subject to **Clause 16** 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.
- 20.4 If we give you notice of termination, you must leave the Project Office within the notice period. Alternatively, we may elect that the notice is paid out rather than worked, with payment calculated to the end of the notice period according to the Remuneration Package. In such circumstances, we may also require you to vacate the accommodation provided under this Agreement as soon as possible, and in any event, to leave the Location within seven calendar days of such request or after such longer period as may be agreed to by us.
- 20.5 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 Remuneration and all benefits shall cease immediately and you shall not be entitled to any compensation claim or damages arising out of the consequence of termination.

**1.1.2 Termination by Default**

- 20.6 If you are guilty of misconduct, Fraudulent Activity or act in a manner contrary to the laws of the Partner Country we may immediately terminate this Agreement by notice in writing and recover from you any loss or damage suffered by us. In such circumstances, your Remuneration will cease at the termination date and you must immediately leave the Project Office and vacate any Accommodation provided to you under this Agreement.
- 20.7 If you have not received payment of Remuneration within the due date for payment you may terminate this Agreement by first giving us a notice in writing requesting that we rectify the breach within 30 calendar days. If we have not made payment of Remuneration within 30 calendar days of that written notice you may thereafter immediately terminate this Agreement by notice in writing. In the event of such termination you must immediately leave the location and vacate any accommodation provided to you under this Agreement. Any Debts due to us shall be offset against unpaid Remuneration and loss or damage suffered by you. Any termination by the Contractor due to a failure by Cardno to pay the remuneration due to the Contractor within the due date will not create in favour of Cardno any compensation rights, claims or damages arising out of the consequence of such termination by the Contractor.

**1.1.3 Unavoidable Termination**

- 20.8 We may at any time, by notice in writing, terminate this Agreement prior to the expiration of the Term where the:
- (a) Client cancels the Project;
  - (b) Assignment or tasks to be performed are completed prior to the expiration of the Term; or
  - (c) Project is delayed by Reasons Beyond Our Control.
- 20.9 In such circumstances you will leave the Project Office and vacate any Accommodation provided to you under this Agreement as soon as possible and within seven calendar days, unless longer is agreed by us. We will continue to pay you the Remuneration until you have been able to return to your Point of Origin by the most direct route possible.
- 20.10 If this Agreement is terminated in accordance with **Clause 20.8** we will endeavour to obtain a termination settlement for you, from the Client, as compensation for the early termination, if not already provided in our Head Contract with Client. If such compensation for the early termination is provided in the Head Contract or negotiated on your behalf with Client, we will pay you the compensation received by us from the Client, as soon as practicable.
- 20.11 In consideration and as a condition for our endeavour under **Clause 20.10** you acknowledge that:

- (a) We are not liable to pay you any compensation for early termination of the Assignment;
- (b) You waive any right to claim against us should we be unable to negotiate a termination settlement for you, from the Client.

**1.1.4 Termination for Convenience**

- 20.12 Either Party may terminate this Agreement by giving one months notice in writing.
- 20.13 Where you wish to discontinue to work under this Agreement and have given one month’s notice in writing to us you agree to:
  - (a) assist in an orderly transfer of work to your replacement; and
  - (b) leave the Project Office and vacate any accommodation provided under this Agreement by the end of the notice period.
- 20.14 If Cardno elect that the notice period be paid, and not worked, your termination payment shall be calculated to the end of the notice period. In such circumstances, we may also require you to vacate the accommodation provided under this Agreement as soon as possible, and in any event, to leave the Location within seven calendar days of such request or after such longer period as may be determined by us.
- 21. **Applicable Law**
- 21.1 The law of this Agreement is the law of the State of Victoria in the Commonwealth of Australia.
- 22. **Continuing Obligations**
- 22.1 Where the Agreement has ended, whether by completion, termination or otherwise, **Clause 9** (‘Confidentiality’) and **Clause 16** (‘Indemnity’) and **Clause 20** (‘Continuing Obligations’) survive this Agreement and you will continue to be bound by them indefinitely.
- 23. **Severability**
- 23.1 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.
- 24. **Resolution of Disputes**
- 24.1 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 such disagreement or dispute shall be settled by arbitration according to the Laws of Fiji.

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 24.1** above.

- 24.2 Both Parties will each bear their own costs of resolving a dispute under this clause 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.
- 24.3 Whilst we are both attempting to resolve the dispute you will continue to undertake your Assignment.
- 25. **Specific Obligations**
- 25.1 You will:
  - (a) recognise the sensitive 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 the Client;
  - (b) not release or make any public statement concerning the Project without our prior written approval;
  - (c) respect and abide by the laws and regulations of the Partner Country;
  - (d) 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;
  - (e) comply with our requirements as set out in our corporate policies and procedures, available on request or at the Project Location;
  - (f) comply with our requirements and that of the Client with respect to good behaviour, ethical and honest standards, and professionalism; and
  - (g) take all reasonable steps to favourably represent ours and the Client’s interests.
- 25.2 You warrant that you:
  - (a) will comply with the relevant and applicable laws, regulations and policies both in Australia and in the Partner Country. A list, as amended from time to time, of Australian laws and guidelines that may apply to the delivery of developmental aid to foreign countries can be found on DFAT’s website: (<https://dfat.gov.au/about-us/publications/Pages/list-of-laws-rules-guidelines-codes-and-policies-for-contractors-undertaking-aid-activities-for-dfat.aspx>);
  - (b) are of good fame and character;
  - (c) are properly qualified for the tasks you are required to perform; and
  - (d) will act in a proper manner while carrying out work or performing duties under this Agreement.

Acceptance	
Accepted by Cardno’s authorised representative:	Accepted by you or your authorised representative, who warrants that he or she has authority to bind you.
Signature	Signature
Print Name and Designation	Print Name
Date: <span style="color: blue;">day month year</span>	Date: <span style="color: blue;">day month year</span>

## Schedule 1 Project Specific / Client Requested Conditions

In addition to the Standard Terms and Conditions the following Project Specific / Client Requested Conditions apply. **Please look at these for relevance and consistency**

<p><b>1 Duration of the Agreement</b></p> <p>1.1 This Agreement does not become effective until:</p> <p>(a) we have signed an agreement with the Client for the implementation of the Project; and</p> <p>(b) the necessary clearances have been obtained from the government of the Partner Country; and</p> <p>(c) the Client has approved you to act as our consultant; and</p> <p>(d) the Client has confirmed with us the Start Date; and</p> <p>(e) the Client has provided a Notice to Proceed <b>for some Multilateral Projects Only</b>;</p> <p>(f) criminal records checks are satisfactorily completed or underway; and</p> <p>(g) this Agreement has been signed by you and us.</p> <p>1.2 Provided these conditions are met, this Agreement starts on the Start Date noted at <b>Item 11 of the Agreement Details</b> and will continue for the Term (refer <b>Item 13 of the Agreement Details</b>) unless terminated earlier in accordance with <b>Clause 20</b>.</p> <p>1.3 Subject to the Client's approval, we may vary the Term by written agreement with you.</p> <p>1.4 Term includes: <b>Confirm for each agreement in line with the terms of the Client contract</b></p> <p>1.5 <b>(for DFAT/ some Multilateral Projects)</b> air travel by the agreed route (usually the most direct) from your Point of Origin to the Location at the beginning, and return at the end of the Assignment. Entitlement to the remuneration will commence on the day of leaving the Point of Origin, and finish on the day of returning to the Point of Origin travelling by the agreed route (usually the most direct). <b>OR – Choose One Only</b></p> <p>1.6 <b>(for some Multilateral Projects)</b> air travel from your Point of Origin to the Location at the beginning, and return at the end of the Assignment. Entitlement to the remuneration will commence on the day of commencing at the Location, and finish on the day of leaving the Location.</p> <p>1.7 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 <b>Clause 18</b>.</p> <p>(a) General</p> <p>1.8 You agree to:</p> <p>(a) promptly advise us of any significant risks;</p> <p>(b) 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;</p> <p>(c) provide adequate support resources to secure the aims and objectives of the Project in relation to the required Services;</p> <p>(d) be responsive to the changing needs and environment of the Partner Country;</p> <p>(e) seek to improve the quality, effectiveness and efficiency of the Services at every opportunity; and</p> <p>(f) possess and use your own laptop and mobile phone for the assignment (with assignment-related internet and SIM card usage reimbursed at cost).</p> <p><b>2 Invoicing</b></p> <p>2.1 You must provide an Invoice setting out the price of each category of Supply. A sample of a proper Tax Invoice can be provided upon request.</p> <p>2.2 Unless otherwise agreed by us invoices should be submitted at no less than monthly intervals and in arrears.</p> <p><b>3 Not Used</b></p> <p>3.1 This clause is not used.</p> <p><b>4 Receipts Required</b></p>	<p>4.1 <b>Check against each Head Contract or Client</b> In accordance with the requirements of the Client you must provide original receipts/invoices for the following costs:</p> <p>(a) transit and terminal expenses;</p> <p>(b) flights (must include ticket stubs and boarding pass);</p> <p>(c) accommodation;</p> <p>(d) other .... e.g. any other reimbursable expenses under the terms of this agreement</p> <p><b>5 First Right of Refusal</b></p> <p>5.1 You must for a period of one year after completion or termination of this Agreement:</p> <p>(a) promptly advise us if approached by the Client or any other third party to provide further services in connection with the Project; and</p> <p>(b) not provide any services that are directly related to this Project to the Client or any party associated with the Client without giving us the first opportunity to engage you on an exclusive basis on terms no less favourable than those proposed by the Client or other third party.</p> <p>5.2 This <b>Clause 5</b> shall survive expiration or termination of this Agreement.</p> <p><b>6 Contract Performance</b></p> <p>6.1 The services must be performed only by persons approved in writing from time to time by us.</p> <p>6.2 You must immediately notify us in writing if you or your personnel are unable, or may become unable, to carry out the Services. In this event, you may propose replacement personnel and we may:</p> <p>(a) accept the replacement personnel; or</p> <p>(b) reject the replacement personnel and terminate this Agreement under <b>Clause 20</b>.</p> <p>6.3 Without limiting the discretion in this <b>Clause 6</b>, we will have reasonable grounds for rejecting the replacement personnel if they are unacceptable to the Client or the Recipient Organisation, or if replacement personnel are likely to introduce significant delay in the performance of the Services (including the time it may take to appoint them and have them commence work).</p> <p><b>7 Liaising and Reporting</b></p> <p>7.1 Unless noted otherwise all communication between you and us (including reports, general correspondence, or other materials) must be in the English language.</p> <p>7.2 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.</p> <p>7.3 All written reports and other written documents must be delivered to us in both hard copy and electronic form. Unless notified otherwise, the electronic version must be in a form which is readable with all necessary formatting using the Microsoft Office 2007 range of software, or software that is fully compatible with and readable by Microsoft Office 2007 including any updates.</p> <p>7.4 Reports, be they draft or final must not be forwarded directly to the Client unless otherwise authorised in writing by us.</p> <p>7.5 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 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 days we may rewrite the report and charge you for any costs (including internal staff costs) incurred.</p> <p><b>8 Resources and Computer Viruses</b></p> <p>8.1 Unless otherwise advised by us, you must provide all necessary equipment to perform the services under this Agreement.</p> <p>8.2 You will take all reasonable steps to ensure that all electronic data (eg disks, electronic mail and attached documents) sent to us whether using your own equipment, or equipment provided by</p>
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	the Project, or third party equipment are clear of any computer viruses or similar which could cause file and system attacks.	13.2	You must complete a written undertaking in the form set out at <b>Schedule 5</b> and return this form to us prior to commencing work.
<b>9</b>	<b>Agreement Materials</b>	<b>14</b>	<b>Code of Conduct</b>
9.1	All material, information or Intellectual Property in whatever form used, created or received by you in connection with carrying out the Services belongs to the Client or Cardno, as the case may be, and must be returned to us. Unless agreed otherwise you must not copy or transfer any such information without our prior written consent.	14.1	You agree to conduct yourself in a manner consistent with Cardno's Code of Conduct Policy Cardno Emerging Markets (Australia) Pty Ltd's Code of Conduct Supplement – a copy of this policy is available at the Project or upon request.
9.2	Upon full and final payment of all monies due and owing to you, Intellectual Property in all documents and materials created by you for the purpose of this Agreement shall vest in the Client or Cardno as the case may be.	<b>15</b>	<b>Investigation by the Ombudsman</b>
9.3	In addition to <b>Clause 9.1</b> you acknowledge that the Client retains the Moral Rights for any Agreement Material created by you and that such material may be used reproduced, adapted and exploited by the Client.		<b>Where engaging Consultants on DFAT projects</b>
<b>10</b>	<b>Moral Rights</b>	15.1	In carrying out the Services, you may be a 'Commonwealth service provider' under Section 3BA of the <i>Ombudsman Act 1976</i> .
10.1	You agree that:	15.2	You must use your best endeavours, in undertaking the Services, not to engage in conduct that:
	(a) your personnel and subcontractors have provided consents and waivers, to the fullest extent possible under the laws of any applicable jurisdiction, in relation to their Moral Rights in any of the documents that have been or will be created from you or your employees' or Subconsultants' work sufficient to ensure the Client's continued unimpeded use of the documents assigned to the Client or us as the case may be under this Agreement.		(a) would, if you were an officer of DFAT, amount to a breach of duty or to misconduct;
	(b) the Client or we as the case may be or persons nominated by the Client or us as the case may be and their assignees may do or omit to do any act in relation to the documents created by you or your employees or Subconsultants without infringing the Moral Rights of any person; and	15.3	If the Commonwealth Ombudsman commences an investigation of conduct of you, as a Commonwealth service provider, you, at your cost, must cooperate with the investigator including:
	(c) that you shall do all things requested by the 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.		(a) providing all documentation required by the investigator, and
10.2	You acknowledge that we have entered into this Agreement fully relying upon the acknowledgments and warranties given by you under this clause.	15.4	This <b>Clause 15</b> shall survive expiration or termination of this Agreement.
10.3	This <b>Clause 10</b> of <b>Schedule 1</b> shall survive the expiration of this Agreement.	<b>16</b>	<b>Access to Documents</b>
	<b>For consultants working on DFAT-funded projects</b>	16.1	You acknowledge that if the Client receives a request for access to a document created by, or in the possession of, us or any subcontractor that relates to the performance of the Project, the Client may at any time by written notice require us to provide the document to the Client, and we must promptly comply with the notice.
<b>11</b>	<b>Terms of Work</b>	16.2	This <b>Clause 16</b> shall survive expiration or termination of this Agreement.
11.1	Payment for Short Term work on DFAT funded Projects is made on a working day basis.	<b>17</b>	<b>Adviser Information</b>
11.2	A working day is deemed to be an eight-hour day and includes travel days to and from the Project Location as provided for in <b>Clause 1.4</b> if this <b>Schedule 1</b> . When additional hours (beyond this eight-hours/day) are worked, your daily remuneration is deemed to cover this extra time.	17.1	You agree that we give the Client, upon request, the following information about you:
<b>12</b>	<b>Novation</b>		(a) position title;
12.1	If requested by Cardno or DFAT, you agree to provide to Cardno an executed Deed of Novation and Substitution in the form to be provided by Cardno.		(b) gender;
12.2	You acknowledge that Cardno 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.		(c) nationality;
12.3	You acknowledge that, in the event of Cardno or DFAT issuing a Notice of Substitution, DFAT may substitute itself for Cardno in this Agreement as if DFAT was originally the party to this Agreement, instead of Cardno, 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 Cardno under this Contract.		(d) work location;
<b>13</b>	<b>Deed of Confidentiality</b>		(e) contract start and end date;
13.1	You must not make public or disclose to any person any Confidential Information, without our prior written approval. In giving written approval, we may impose appropriate terms and conditions.		(f) number of days worked in time period specified by the Client preceding the receipt of the request;
		17.2	The Client will use the Adviser Information to ensure that the Australian Government's official overseas aid program achieves value for money and to meet its reporting requirements.
		17.3	You agree that the Client may disclose the Adviser Information to Commonwealth governmental departments and agencies, Commonwealth Ministers and Parliamentary Secretaries, and to the Commonwealth Parliament.
		17.4	You are entitled to access your own Personal Information which is held by the Client, unless the Client has a lawful right to refuse access.
		17.5	This <b>Clause 17</b> shall survive expiration or termination of this Agreement.
		<b>18</b>	<b>Adviser Performance</b>
		18.1	You agree that, in accordance with the Client Head Contract:
			(a) we or the Client may undertake an adviser or subcontractor performance assessment or subcontractor

- (b) key personnel performance assessments in relation to this assignment;  
the assessment will be substantially in accordance with DFAT's Adviser Performance Assessment template, available from the DFAT website (<https://dfat.gov.au/about-us/business-opportunities/Pages/resources.aspx>), as amended from time to time; and
- (c) you will sign and return the adviser or subcontractor performance assessment together with any response within 15 days of receipt or you 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.

## Schedule 2 Definitions and Interpretations

These may be added to as necessary

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

**Adviser Information:** Means the information requested by the Client in accordance with **Schedule 1 Clause 18**. Adviser Information may be Personal Information.

**Adviser Remuneration Framework:** Means the Framework that define DFAT's policies and procedures for determining the remuneration of commercially contracted international aid advisers and outlines requirements for implementing and monitoring these policies. DFAT staff (and Managing Contractors engaging Advisers on DFAT's behalf) must work within the Framework, as amended from time to time. It is available on DFAT's website: <http://dfat.gov.au/about-us/publications/Pages/adviser-remuneration-framework.aspx>.

**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 Input.

**Agreement Material:** Means all material created or required to be developed or created as part of, or for the purpose of performing, the services required pursuant to Head Contract and this Agreement, including documents, equipment, information and data stored by any means. Note same as Contract Material

**Agreement Terms:** Means the terms and conditions on which we engage you.

**Assignment:** Means the Assignment or Position Title named at **Item 5** of the **Agreement Details** and described in **Schedule 3**.

**Cardno:** Means Cardno Emerging Markets (Australia) Pty Ltd, ACN 006 170 869.

**Client:** Means the Client set out in **Item 3** of the Agreement Details.

**Confidential Information:** Means any and all information disclosed to or acquired by the Contractor or Contractor Personnel from Cardno, the Client or any other party for or in connection with the Agreement, but excludes information which is in or becomes part of the public domain otherwise than through breach of this Agreement or an obligation of confidence owed to Cardno.

**Conflict of Interest:** Conflict of Interest is a situation in which the impartiality of a person in discharging their duties could be called into question because of the potential (perceived or actual) influences of personal considerations whether these are financial or other. The conflict in question

in between official duties and obligations on the one hand, and private interests on the other.

**Contractor:** Means the person(s) named at **Item 6** of the **Agreement Details**.

**Contractor Personnel:** Means the personnel (if any) supplied by the Contractor to perform services and named at **Item 7** of the Agreement Details.

**Country of Domicile:** Means the country specified in **Item 17** of the **Agreement Details**.

**Debts:** Means unpaid personal accounts and funds withdrawn from the Project.

**DFAT:** Means the Department of Foreign Affairs and Trade, Government of Australia.

**Donor:** Means the Donor set out in **Item 4** of the Agreement Details.

**Fraud:** Fraud or 'Fraudulent Activity' means dishonestly obtaining a benefit by deception or other means.

**Head Contract:** Means the Contract between Cardno and the Client noted at **Item 3** of the **Agreement Details**. Also same as Contract.

**Insurance:** A handbook showing a summary of current benefits and claims advice is available available at the Project Office or upon request.

**Intellectual Property:** Means statutory and other proprietary rights in respect of trade marks, patents, circuit layouts, copyrights, designs, confidential information, know-how and all other rights with respect to Intellectual Property as defined in Article 2 of the July 1967 Convention Establishing the World Intellectual Property Organisation.

**Location:** Means the location where the Assignment is to be performed, set out in **Item 10** of the **Agreement Details**.

**Moral Rights:** Means a personal right independent of an author's economic rights; moral rights include the right to claim authorship of a work (right of attribution) and to object to modifications of the work such as distortion, mutilation, or other derogatory action in relation to the work that would be prejudicial to the author (right of integrity) and a right not to have authorship falsely attributed.

**Net Remuneration:** Means the sum remitted to your bank account, net of statutory deductions such as provisional tax and income tax as applicable.

**Notice Addresses:** For Cardno this means the addresses as noted on the front cover. For the Consultant this means the address set out in **Item 8** of the **Agreement Details**.

**Parties:** Means the two signatories to this Agreement.

**Partner Country:** Means the country or countries set out in **Item 9** of the **Agreement Details**.

**Personal Information:** 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, as set out in section 6 of the *Privacy Act 1988* (Cth).

**Prior Material** means all material developed by You or your personnel independently from the Services and before commencement of any Services.

**Project:** Means the Project set out in **Item 2** of the **Agreement Details**.

**Project Administration Manual:** Provides information on project operation in terms of working conditions, welfare, security, administration procedures, policies, use of project resources, cross cultural interactions, reporting formats and other project activities. A copy is kept at the Project Office.

**Project Director / Contractor Representative:** Means the Cardno Project Director, Contractor Representative or nominee noted at **Item 20** of the **Agreement Details**.

**Project Manager / Coordinator:** Means the Cardno Project Manager / Coordinator or nominee noted at **Item 21** of the **Agreement Details**.

**Project Office:** Means Cardno's Project Office in the Recipient Country from which administrative matters relevant to the Project are handled by Cardno.

**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 Cardno'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 Cardno's ability to comply with their obligations under the Head Contract.

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

**Remuneration:** Means the remuneration set out in **Schedule 4**.

**Services:** Means the services to be performed under this Agreement and referred to in **Schedule 3**.

**Short Term:** For insurance purposes, a Short Term assignment is one of less than six consecutive months duration.

**Supply:** For the purposes of invoicing of VAT, Supply includes all services and/or materials supplied under this Agreement.

**Tax Invoice:** Means a proper tax invoice in the form required by the Fiji Revenue and Customs Authority. A sample can be provided upon request.

**Team Leader:** This means the person identified at **Item 19** of the **Agreement Details** or otherwise nominated by Cardno from time to time as being in charge of Consultants at the Project.

**Terms of Reference:** As noted at **Schedule 3** sets out your duties, responsibilities and obligations under this Agreement.

**Terms of Work:** The terms of work are as noted in **Schedule 1**. When required, additional hours may be necessary and the remuneration is deemed to cover this extra time.

**Transit:** Includes overnight accommodation where stopovers are unavoidable travelling to and returning from the Location.

**VAT:** This means Value Added Tax pursuant to the *Value Added Tax Decree 1991*.

**Working Day:** A working day is deemed to be an eight (8) hour day and may include travel days to and from the Project Location. Additional hours worked beyond this eight hours per day will not be reimbursed, as the agreed daily remuneration is deemed to cover this extra time, as defined under the Terms of Work. A working day may be a weekend or public holiday if approved by Cardno.

## Schedule 3 Terms of Reference

### 1 General

These are generic and should suit most projects however please check to ensure that it is appropriate and relevant

- 1.1 As an adviser on this Project you may work in a team with colleagues, counterpart agency staff, and other 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.
- 1.2 You will faithfully represent the best interests of Cardno in all matters when dealing with the Client, counterparts, and team members.
- 1.3 You will use and hand out only business cards issued by Cardno.
- 1.4 You will be responsible to the Project Director or Contractor Representative through the Team Leader on site\* \* Adjust for Australian Team leader or where there is no Team Leader or PD/CR.
- 1.5 You will undertake and complete the duties prescribed in the Terms of Reference below and in project documentation such as the Project Design Document and Annual Plans. 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.
- 1.6 Your duties will include the preparation of reports and other documentation required to satisfy our contractual undertakings to the Client. 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.

1.7 During your Assignment it could be expected that you will make presentations to Partner country agencies, the Client and other agencies on matters related to your duties.

1.8 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 or Contractor Representative at Cardno in Melbourne within two 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\*. \* Modify for the Australian Team Leader or where there is no Team Leader or PD/CR.

1.9 Your duties may be varied from time to time by the Team Leader or Project Director to meet changing project needs.

### 2 Specific

#### 2.1 Duties

This section To be inserted for each individual assignment will be as per the TOR in the Project Design Document or the Scope of Services required by the Client (or as prepared by the Project Director if the TOR provided in the PDD are insufficient to complete the assignment). It may include reference to Annual Plans, Monthly Reports, Six Monthly Reports etc. It will also specify or refer to specifications required for any reports (s).

#### 2.2 Payment Milestones/ Outputs

If applicable, include due dates and payments associated with the payment dates.

## Schedule 4 Basis of Payment

### 1 Financial Schedule

Items	Basis of Payment	Unit Rate	Units (days)	Upper Limit
Fee and Allowances	May be lump sum or daily amount or may require receipts.	NOTE Currency		
Fee	Per working day	\$500	30	\$15,000
Per Diems (includes accommodation and meals etc) <b>OR</b>	Per calendar day – away from home base. Refer to Head Contract; unlikely for national (or international consultants who reside in that country) to be entitled to per diems, unless travelling outstation of their home/project base			
Travel Allowance (for meals and incidentals)	Per calendar day – away from home base. Refer to Head Contract	\$50	28	\$1,400
<b>TOTAL (A)</b>				<b>\$1,478.00</b>
<b>Deductible Component</b>				
Specify				
<b>TOTAL (B)</b>				<b>\$150</b>
<b>Provided Component</b>				
Return Home based to Project Travel <b>Homebase – Project – Homebase</b>	All ticket stubs and boarding passes to be submitted with claim. <b>check Head Contract</b>	Economy  <b>OR for ARF contracts:</b> All ticket stubs and boarding passes to be submitted	1	Provided
Accommodation to an acceptable standard	<b>Where Provided by Project</b>			Provided
<b>Items to be Reimbursed</b>				
<b>etc. etc.</b>				
<b>TOTAL PAYMENT (A) – (B)</b>				<b>\$19,250</b>

Where there is more than one unit of currency to be paid you will need to show totals of each unit.

### 2 Remuneration Terms

- 2.1 **Timesheets:** In accordance with Head Contract requirements, you must keep detailed timesheets in a form to be provided by us.
- 2.2 **Accommodation:** Except where staying at a hotel, motel or similar, or otherwise noted in this Agreement you will be responsible for the provision of all household linen, kitchen appliances, cooking utensils, crockery and cutlery, including personal household items e.g. CD players etc, irrespective of whether we provide your accommodation or not.
- 2.3 **Basis of Payment:** We will transfer to your nominated bank account the Net Remuneration within 30 calendar days of receipt of a proper Tax Invoice, subject to:
- satisfactory completion of assignment (and report if applicable);
  - full acquittal of any funds withdrawn from the Project;

- submission of a correct timesheet (on the first day of the following month) signed by the Team Leader and/or Client, or as otherwise advised by us;
  - Client approval of any reports/ outputs; and
  - submission of other documentation or receipts as may be required by us and as noted in the Project Specific or Client Requested Terms and Conditions.
- 2.4 **Final Payment:** We will withhold payment of the Remuneration for the last 30 calendar days of the Term pending your satisfactory completion of the Assignment, provision of your report(s) on the Assignment in a form accepted by us and your full acquittal of any unpaid personal accounts and funds withdrawn from the Project. The amount withheld (less any adjustments for payment by us of your debts) will be paid to you within 30 calendar days of authorisation by a Project Director or Contractor Representative.

**Schedule 5 Deed of Confidentiality****DFAT Projects Only**

**THIS DEED POLL** is made on the **day of month year** in favour of the **COMMONWEALTH OF AUSTRALIA** represented by the Department of Foreign Affairs and Trade ('DFAT').

**BY name and address of Contractor and/or personnel ('Recipient')**.

**RECITALS**

- A. DFAT and Cardno Emerging Markets (Australia) Pty Ltd ('Cardno') have entered into a Contract for the purpose of a project in Fiji.
- B. The Recipient has been engaged by Cardno to work on the project.
- C. The Recipient will, in carrying out that work, be given access to Confidential Information.
- D. DFAT requires the Recipient to enter into this Deed in relation to use of Confidential Information.

- containing, or referring to, any Confidential Information, in the possession, custody or control of the Recipient; and
- (e) if required by the Commonwealth:
- (i) permit the Commonwealth reasonable access to the Recipient's premises and information management systems to ensure or check compliance with this undertaking; and
- (ii) provide to the Commonwealth a statutory declaration of an officer of the Recipient stating that **Clause 3.1(e)** has been complied with.

**4 Personal information**

4.1 The Recipient agrees, with respect to all Personal Information acquired by it during the performance of the Contract, to abide by the provisions of the *Privacy Act 1988* as if the Recipient were an 'Agency' as defined by that Act.

**5 Survival of obligations**

5.1 The obligations in this Deed are perpetual.

**THE RECIPIENT DECLARES AS FOLLOWS:****1 Interpretation**

- 1.1 In this Deed, unless the contrary intention appears:
- 1.2 'Confidential Information' means information that:
- (a) is designated by DFAT as confidential; or
- (b) the Recipient knows or ought to know is confidential,
- (c) but does not include information which:
- (d) is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality; or
- 1.3 'Personal Information' has the same meaning as in the *Privacy Act 1988*.

**2 Confidential information**

- 2.1 The Recipient acknowledges and agrees that:
- (a) the Confidential Information is confidential and that any Confidential Information disclosed to the Recipient is disclosed to the Recipient only pursuant to the terms of this undertaking;
- (b) it must not, other than with the prior written approval of the Commonwealth, use, disclose, divulge or deal with any Confidential Information, nor allow any act, matter or thing to be done or occur whereby any Confidential Information may be ascertained or used by, or disclosed or communicated to, any other person, except in accordance with the terms of this undertaking; and
- (c) improper use or disclosure of Confidential Information would damage the Commonwealth.

**3 Restrictions on use**

- 3.1 The Recipient must:
- (a) keep the Confidential Information, and all documents containing, or referring to, any Confidential Information, under effective control of the Recipient;
- (b) not use or reproduce any document containing, or referring to, any Confidential Information, nor allow any other person to use or reproduce any such document;
- (c) take all reasonable steps to ensure that Confidential Information, and all documents containing, or referring to, any Confidential Information, are protected at all times from any unauthorised use, disclosure or access and immediately notify the Commonwealth if the Recipient becomes aware of any unauthorised access to, or use or disclosure of, any Confidential Information;
- (d) if required at any time by the Commonwealth to do so, deliver up to the Commonwealth, or destroy, all Confidential Information, including all documents

**EXECUTED** as a deed poll:

**SIGNED**, by the Recipient: )

)

In the presence of:

.....  
Signature of Recipient

.....  
Signature of Witness

.....  
Name of Witness

***(Print)***