



Office of the Children's
eSafety Commissioner

*explore safely

Part C – Work Order

Work Order Number – 17CesC043

Breakthrough Media has offered under clause 5.1 of the Deed to provide the Services to the Children's eSafety Commissioner. CESC accepts this offer on the terms and conditions set out in the Deed and in this Work Order and issues this Work Order in accordance with clause 5.4 of the Deed. Subject to clause 5.6 of the Deed, if there is an inconsistency between this Work Order and any other provisions of the Deed, the Deed will prevail to the extent of any inconsistency.

CESC Representative (clause 30)	s 22
Contractor Representative (clause 10.3)	s 47F, Breakthrough Media

Item number	Description	Terms and Conditions of Contract clause reference	Details												
1.	Services	1.1 and 3	<p>The creation of Hero Video 1 long-form, short-form, 30 second tv edit and social media clips for the Seniors portal launch.</p> <p>See full details in Attachment A (full brief and quote) sections relating to Hero video 1 (Hero video 2 has been removed from this brief and will be addressed in a separate RFQ).</p>												
2.	Contract Commencement Date	1.1 and 2.1	26 June 2017												
3.	Contract Period	2.3	26 June 2017 to end October 2017												
4.	CESC requirements	1.1 and 2.8	Please refer to Attachment A (full brief and quote)												
5.	Subcontractors	7	n/a												
6.	Progress meetings	10.3	<p>Please refer to Attachment A (full brief and quote) for meetings/sign off stages</p> <table><tr><th>Meeting</th><th>Attendees</th><th>Frequency and place</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>	Meeting	Attendees	Frequency and place									
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7.	Specified Personnel	1.1 and 9	n/a												

Item number	Description	Terms and Conditions of Contract clause reference	Details
8.	CESC Material	1.1 and 11	<ul style="list-style-type: none"> •Kantar Market Research has already been provided to Breakthrough Media •Brand Guidelines
9.	Contractor Pre-existing Material	12	n/a
10.	Payment – Service Charges	4	<p>The maximum payment is \$230,998.10, plus GST.</p> <p>Payments will be made subject to the successful delivery of the following stages:</p> <p>3rd July 2017 – 20% on confirmation of securing a Director, Line Producer.</p> <p>14th July 2017 – 40% on first draft scripts, securing of Script Writer, Casting Producer.</p> <p>4th August 2017 – 10% on final scripts and cast approval sign off.</p> <p>28th August 2017 – 10% on first draft edit.</p> <p>15th September 2017 – 20% (or balance) on final delivery.</p>
11.	Interest for late payment		<p>CESC is required under the Resource Management Guide No.417 – Supplier Pay On-Time or Pay Interest Policy available at http://www.finance.gov.au/publications/RMG_S/pay-on-time-policy.html to select the option to pay interest to the Contractor if:</p> <ul style="list-style-type: none"> • the value of the contract is under \$1 million (GST inclusive). Note that, if the value of the contract is unknown, it should be assumed that the value is under \$1 million (GST inclusive), unless it is reasonable to assume otherwise; and • the contract relates to the procurement of goods or services from departmental items. <p>CESC is not required to select the option to pay interest to the Contractor if:</p> <ul style="list-style-type: none"> • it is reasonable to assume that the value of the contract is over \$1 million (GST inclusive); • the contract relates to procurement from administered items; or • the nature of the goods and services or the structure of the procurement would make it impractical for the policy to be applied..

Item number	Description	Terms and Conditions of Contract clause reference	Details												
			make it impractical for the policy to be applied.. <input checked="" type="checkbox"/> Clause 14.4 (Interest for late payment) is to apply												
12.	Expenses		CESC will not pay any travel accommodation or other fees, charges or expenses.												
13.	Limitation of liability – cap	18.1(a)	Unless otherwise specified in this item 14, the Contractors liability is capped to three (3) times the value of the Work Order in aggregate.												
14.	Confidential Information	1.1 and 14	CESC Confidential Information: <table><tr><td>Item</td><td>Period of confidentiality</td></tr><tr><td>CESC Material</td><td>Perpetual</td></tr><tr><td>CESC Data</td><td>Perpetual</td></tr></table> Contractor Confidential Information: <table><tr><td>Item</td><td>Period of confidentiality</td></tr><tr><td>Not Applicable</td><td></td></tr><tr><td></td><td></td></tr></table>	Item	Period of confidentiality	CESC Material	Perpetual	CESC Data	Perpetual	Item	Period of confidentiality	Not Applicable			
Item	Period of confidentiality														
CESC Material	Perpetual														
CESC Data	Perpetual														
Item	Period of confidentiality														
Not Applicable															
15.	Security	31	Risk Management AS/NZS ISO 31000:2009 and Australian Standards HB 167:2006 Australian Government Information Security Manual - Guidance for agencies and Service Providers for managing the risks arising from greater sharing and exchange of information - see http://www.asd.gov.au for further information. Australian Government Personnel Security Management Protocol - procedures for Service Providers with ongoing access to Australian Government assets. Available at http://www.protectivesecurity.gov.au/personnelsecurity/Documents/Australian%20Government%20personnel%20security%20management%20protocol.pdf Australian Government Security Classification System - Information labelling and handling when handling Official Information. Available at http://www.protectivesecurity.gov.au/informationsecurity/Documents/Australian%20Government%20classification%20system.pdf Australian Government Information Security Management Protocol - agencies to comply to protect Official information when processing, stored or communicated by Australian Government systems. Available at												

Item number	Description	Terms and Conditions of Contract Clause reference	Details
			<p>http://www.protectivesecurity.gov.au/informationsecurity/Pages/Australian-Government-information-security-management-protocol.aspx</p> <p>National e-Authentication Framework - on-line transactions and services. Available at http://www.finance.gov.au/policy-guides-procurement/authentication-and-identity-management/national-e-authentication-framework/</p> <p>Australian Government Guidelines on Reporting Incident and Conducting Security Investigations and/or The Australian Government Investigation Standards - for reporting and investigating security incidents and taking corrective action. Available at http://www.protectivesecurity.gov.au/governance/protective-security-investigations/Pages/Protective-security-investigations.asp</p>
16.	Notices	30	<p>CESC:</p> <p>s 22 [REDACTED] Children's eSafety Commission (CESC) Level 5 The Bay Centre 65 Pirrama Road Pymont NSW 2009 Postal address: PO Box Q500 Queen Victoria Building NSW 1230 s 22 [REDACTED] [REDACTED]@eSafety.gov.au</p> <p>Contractor:</p> <p>s 47F [REDACTED] Breakthrough Media Network Pty Ltd PO Box 524 Broadway NSW 2007 s 47F [REDACTED] [REDACTED]@breakthroughmedia.org</p>

Signed for and on behalf of the
Commonwealth of Australia as
represented by the Children's
eSafety Commissioner by

s 22

Name of delegate

Signature of delegate

A/g Executive Manager

Position of delegate

in the presence of

s 22

Signature of witness

s 22

Name of witness (print)

29/6/17

Date

Executed by **Breakthrough Media**

In accordance with section 127 of the
Corporations Act 2001 (Cth)

s 47F

Signature of director

Signature of director/company
secretary/sole director and sole
company secretary
(Please delete as applicable)

s 47F

Name of director (print)

Name of director/company
secretary/sole director and sole
company secretary (print)

27.06.2017

Date

NB. SUBJECT TO VARIATION OF ITEM NO. 10 REGARDING
STAGES OF PAYMENT. [AS AGREED WITH s 22].
SEE ATTACHED CORRESPONDANCE.

PART C 10.

HERO 1

3rd July 2017 – 20% on confirmation of securing a Director, Line Producer.

14th July 2017 – 40% on first draft scripts, securing of Script Writer, Casting Producer.

4th August 2017 – 10% on final scripts and cast approval sign off.

28th August 2017 – 10% on first draft edit.

15th September 2017 – 20% (or balance) on final delivery.



Part C – Work Order

Work Order Number – 17CesC044 Aspirational Videos

Breakthrough Media has offered under clause 5.1 of the Deed to provide the Services to the Children's eSafety Commissioner. CESC accepts this offer on the terms and conditions set out in the Deed and in this Work Order and issues this Work Order in accordance with clause 5.4 of the Deed. Subject to clause 5.6 of the Deed, if there is an inconsistency between this Work Order and any other provisions of the Deed, the Deed will prevail to the extent of any inconsistency.

CESC Representative (clause 30)	s 22
Contractor Representative (clause 10.3)	s 47F Breakthrough Media

Item number	Description	Terms and Conditions of Contract clause reference	Details												
1.	Services	1.1 and 3	The creation of one (1) reassuring video and seven (7) aspirational videos for the Seniors portal. See full details in Attachment A (full brief and quote)												
2.	Contract Commencement Date	1.1 and 2.1	26 June 2017												
3.	Contract Period	2.3	26 June 2017 to end September 2017												
4.	CESC requirements	1.1 and 2.8	Please refer to Attachment A (full brief and quote)												
5.	Subcontractors	7	n/a												
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9.	Contractor Pre-existing Material	12	n/a												

Item number	Description	Terms and Conditions of Contract clause reference	Details
10.	Payment – Service Charges	4	<p>The maximum payment is \$192,718.10 plus GST.</p> <p>Payments will be made subject to the successful delivery of the following stages:</p> <p>21st July 2017 – 50% on format script and character shortlist.</p> <p>28th July 2017 – 10% on cast approval sign off.</p> <p>18th August 2017 – 20% on sign off of first edits of videos 1-6.</p> <p>25th August 2017 – 10% on sign off of first edit of Video 7- 8.</p> <p>8th September 2017 – 10% (or balance) on final delivery of all assets</p>
11.	Interest for late payment		<p>CESC is required under the Resource Management Guide No.417 – Supplier Pay On-Time or Pay Interest Policy available at http://www.finance.gov.au/publications/RMGs/pay-on-time-policy.html to select the option to pay interest to the Contractor if:</p> <ul style="list-style-type: none"> the value of the contract is under \$1 million (GST inclusive). Note that, if the value of the contract is unknown, it should be assumed that the value is under \$1 million (GST inclusive), unless it is reasonable to assume otherwise; and the contract relates to the procurement of goods or services from departmental items. <p>CESC is not required to select the option to pay interest to the Contractor if:</p> <ul style="list-style-type: none"> it is reasonable to assume that the value of the contract is over \$1 million (GST inclusive); the contract relates to procurement from administered items; or the nature of the goods and services or the structure of the procurement would make it impractical for the policy to be applied.

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13.	Limitation of liability – cap	18.1(a)	Unless otherwise specified in this item 14, the Contractors liability is capped to three (3) times the value of the Work Order in aggregate.										
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15.	Security	31	<p>Risk Management AS/NZS ISO 31000:2009 and Australian Standards HB 167:2006</p> <p>Australian Government Information Security Manual - Guidance for agencies and Service Providers for managing the risks arising from greater sharing and exchange of Information - see http://www.asd.gov.au for further information.</p> <p>Australian Government Personnel Security Management Protocol - procedures for Service Providers with ongoing access to Australian Government assets. Available at http://www.protectivesecurity.gov.au/personnelsecurity/Documents/Australian%20Government%20personnel%20security%20management%20protocol.pdf</p> <p>Australian Government Security Classification System - information labelling and handling when handling Official Information. Available at http://www.protectivesecurity.gov.au/informationsecurity/Documents/Australian%20Government%20classification%20system.pdf</p> <p>Australian Government Information Security Management Protocol - agencies to comply to protect Official</p>										

Item number	Description	Terms and Conditions of Contract clause reference	Details
			<p>information when processing, stored or communicated by Australian Government systems. Available at http://www.protectivesecurity.gov.au/informationsecurity/Pages/Australian-Government-information-security-management-protocol.aspx</p> <p>National e-Authentication Framework - on-line transactions and services. Available at http://www.finance.gov.au/policy-guides-procurement/authentication-and-identity-management/national-e-authentication-framework/</p> <p>Australian Government Guidelines on Reporting Incident and Conducting Security Investigations and/or The Australian Government Investigation Standards - for reporting and investigating security incidents and taking corrective action. Available at http://www.protectivesecurity.gov.au/governance/protective-security-investigations/Pages/Protective-security-investigations.asp</p>
16.	Notices	30	<p>CEC:</p> <p>s 22 [REDACTED] Children's eSafety Commission (CESC) Level 5 The Bay Centre 65 Pirrama Road Pyrmont NSW 2009 Postal address: PO Box Q500 Queen Victoria Building NSW 1230</p> <p>s 22 [REDACTED] s 22 :@eSafety.gov.au</p> <p>Contractor:</p> <p>s 47F [REDACTED] Breakthrough Media Network Pty Ltd PO Box 524 Broadway NSW 2007 s 47F [REDACTED]@breakthroughmedia.org</p>

Signed for and on behalf of the
Commonwealth of Australia as
represented by the Children's
eSafety Commissioner by

s 22

Name of delegate

s 22

Signature of delegate

A/g Executive Manager

Position of delegate
in the presence of

s 22

Signature of witness

s 22

Name of witness (print)

29/6/17

Date

Executed by **Breakthrough Media**
in accordance with section 127 of the
Corporations Act 2001 (Cth)

s 47F

Signature of director

s 47F

Signature of director/company
secretary/sole director and sole
company secretary
(Please delete as applicable)

s 47F

Name of director (print)

s 47F

Name of director/company
secretary/sole director and sole
company secretary (print)

27.06.2017

Date

NB. SUBJECT TO VARIATION OF ITEM NO.10
REGARDING STAGES OF PAYMENT [AS AGREED
WITH s 22]
SEE ATTACHED CORRESPONDANCE.

Part C 10.

ASPIRATIONAL VIDEOS

21st July 2017 – 50% on format script and character shortlist.

28th July 2017 – 10% on cast approval sign off.

18th August 2017 – 20% on sign off of first edits of videos 1-6.

25th August 2017 – 10% on sign off of first edit of Video 7- 8.

8th September 2017 – 10% (or balance) on final delivery of all assets



Office of the Children's
eSafety Commissioner

explore safety

DEED OF STANDING OFFER

between

**COMMONWEALTH OF AUSTRALIA represented by
THE CHILDREN'S ESAFETY COMMISSIONER
(ABN 12 212 931 598)**

and

**Breakthrough Media Network Pty Ltd
(ABN 59 606 999 553)**

In relation to the provision of

Specialist Advice and Creation of Resources – Digital Literacy for Older Australians.

DEED OF STANDING OFFER NO. 17CESC006.5

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PARTIES

COMMONWEALTH OF AUSTRALIA represented by the CHILDREN'S eSAFETY COMMISSIONER (ABN 12 212 931 598) ('the Commonwealth')

AND

Breakthrough Media Network Australia Pty Ltd; ABN 59 606 999 553; ACN 606 999 553; an Australian Private Company; Level 1, 21 Shepherd Street, Chippendale, NSW 2008; ('the Service Provider')

PURPOSE

- A. The Commonwealth may require the provision of the Services for the benefit of the Children's eSafety Commissioner ('CESC') as identified in this Deed.
- B. The Service Provider has fully informed itself on all aspects of the Services required to be performed and has submitted an offer to the Commonwealth.
- C. This Deed does not guarantee that the Commonwealth (for the benefit of the CESC) will place any order for the provision of the Services by the Service Provider.
- D. However, where an order for Services is placed, the Service Provider agrees to provide the Services upon the terms and conditions contained in this Deed.
- E. The Service Provider acknowledges that the Commonwealth, at its sole discretion, may seek the Services for the benefit of the CESC from other organisations and individuals.

OPERATIVE PART

1. INTERPRETATION

- 1.1 In this Deed, unless the contrary intention appears:

'CESC'	means the Children's eSafety Commissioner established under the <i>Children's eSafety Commissioner Act 2005</i> ;
'Business Day'	means in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;
'Commencement Date'	means the date on which this Deed is executed by an approved delegate of the CESC on behalf of the Commonwealth;
'Commonwealth Material'	means any Material: <ul style="list-style-type: none">(a) provided by the Commonwealth or the CESC to the Service Provider for the purposes of providing the Services; or(b) derived at any time from the Material referred to in paragraph (a);
'Confidential Information'	means: <ul style="list-style-type: none">(a) information in a Tender that is by its nature confidential under the Conditions of Tender forming part of the Request for Tender;(b) information in a Work Order that is by its nature confidential;(c) information in a Quotation that is by its nature confidential;(d) information that is by its nature confidential and is designated by a party as confidential and described in Item 14 of the Work Order;(e) hourly rates for Specified Personnel of the Service Provider, whether included in the Tender or in a Quotation; or(f) information in Commonwealth Material or Contract Material that the Service Provider knows or ought to know is confidential information; but does not include information which is, or becomes, public knowledge other than by breach of this Deed or any other confidentiality obligation;

'Contract Manager'	means the person responsible for management of this Deed as specified in subparagraph 30.1(a)(i);
'Contract Material'	means all Material: <ul style="list-style-type: none"> (a) created pursuant to the Work Order or Purchase Order; (b) provided or required to be provided to the Commonwealth or the CESC pursuant to the Work Order or Purchase Order; or (c) derived at any time from the Material referred to in paragraph (a) or (b);
'Deed'	means this Deed of Standing Offer and includes the Schedules and Attachments;
'Instructing Officer'	means the person specified in Item 30.1(a)(i) of the Work Order or any substitute notified in writing to the Service Provider;
'Intellectual Property'	includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
'Material'	includes information and the subject matter of any category of Intellectual Property rights;
'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 a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
'Price'	means the rates of payment, fees, charges and disbursements specified in the Work Order of this Deed and used by the Service Provider to determine the cost of the Work;
'Purchase Order'	means the agreement reached between the Service Provider and the Commonwealth (for the benefit of the CESC) in the form specified in Schedule 2, and includes the Work Order;
'Quotation'	means Part B in the form specified in Schedule 1
'Request for Quotation'	means Part A in the form specified in Schedule 1;
'Request for Tender'	means the Request for Tender 17CeSC006;
'Service Provider'	includes the employees (including the Specified Personnel) and any subcontractor (approved in accordance with subclause 7.1) of the Service Provider;
'Services'	means the services offered under this Deed and in accordance with the Tender, Work Order and Purchase Order, and includes the provision to the Commonwealth (for the benefit of the CESC) of the Contract Material resulting from any Work Order under this Deed;
'Specified Personnel'	means the person or persons named in the Work Order and provided by the Service Provider to perform the Work;
'Tender'	means the Service Provider's tender in response to the Request for Tender 17CeSC006;
'Work'	means work performed for the Commonwealth, for the benefit of the CESC, in accordance with a Work Order;
'Work Order'	means Part C set out in Schedule 1 as amended or replaced from time to time by the CESC on behalf of the Commonwealth; and
'writing'	means any representation of words, figures or symbols capable of being rendered in a visible form.

- 1.2 In this Deed, unless the contrary intention appears:
- (a) words importing a gender include any other gender;
 - (b) words in the singular number include the plural and words in the plural number include the singular;
 - (c) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
 - (d) words importing persons include a partnership and a body whether corporate or otherwise;
 - (e) all references to dollars are to Australian dollars;
 - (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended or replaced from time to time;
 - (g) 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;
 - (h) reference to an Item is to an Item in Schedule 1;
 - (i) the Work Order and Purchase Order and any Attachments form part of this Deed;
 - (j) where any conflict arises between the terms and conditions contained in the clauses of this Deed and any part of the Schedule (and Attachments if any), the terms and conditions of the clauses prevail; and
 - (k) where any conflict arises between any part of the Schedule and any part of an Attachment, the Schedule prevails.
- 1.3 Any reading down or severance of a particular provision does not affect the other provisions of this Deed.

2. TERM AND CONTRACT FORMATION

Term of Deed

- 2.1 This Deed commences on the Commencement Date and ends on 30 June 2020 unless extended in accordance with subclause 2.2 prior to that date.
- 2.2 The CESC, at its discretion, may extend the term of this Deed by written agreement signed by both Parties.

Contracts for Services

- 2.3 The Service Provider agrees that if the CESC issues a Work Order, a contract for services between the parties will be formed in accordance with the following:
- (a) the terms and conditions of this Deed; and
 - (b) the Purchase Order, which will form Attachment A to the Work Order.
- 2.4 The Service Provider acknowledges that there is no guarantee that the CESC will issue any Work Order and that unless and until a Work Order is issued in favour of the Service Provider, no contractual relationship exists between the Commonwealth or the CESC and the Service Provider for the supply of any Services.
- 2.5 Unless otherwise notified by the Contract Manager in writing, a Purchase Order must be in the form specified in Schedule 2 to this Deed and must contain the information specified in Schedule 2. The CESC may send a Purchase Order by hand delivery, mail, or by Electronic Communication in accordance with clause 30.
- 2.6 The Service Provider is not to commence any work unless a Work Order with an authorisation number is issued by the CESC. Neither the CESC nor the Commonwealth will be liable to pay for any work carried out by the Service Provider in reliance of a purported order without such an authorisation number.
- 2.7 The CESC may issue a Request for Quotation to the Service Provider, prior to determining whether to issue a Work Order.

- 2.8 If the CESC issues a Request for Quotation to the Service Provider, the Service Provider must provide a Quotation to the CESC within 5 Business Days, or within the time specified in the Work Order if that is a different period of time, free of charge or advise the CESC within 24 hours if the Service Provider does not intend providing a Quotation.
- 2.9 A Quotation must be calculated in accordance with the response to RFT17CeSC006 or a variation under subclause 4.4. Neither the CESC nor the Commonwealth will be liable to pay any amount that has not been calculated or quoted in accordance with the response to RFT17CeSC006 or a variation under subclause 4.4.
- 2.10 The CESC, on behalf of the Commonwealth, may, at its absolute discretion, issue a Work Order for the Services accepting a Quotation, in which case the Price payable for the Services will be that specified in the Work Order or as otherwise provided by this Deed.
- 2.11 Ongoing instructions in relation to a Work Order may be given by the Instructing Officer.
- 2.12 The services sought will generally be required within in Melbourne, Victoria (VIC); and Sydney, New South Wales (NSW).

3. PROVISION OF SERVICES

- 3.1 The Service Provider agrees to:
- (a) perform the Services, and use its reasonable endeavours to ensure Specified Personnel perform the Work in accordance with the *APS Values and Code of Conduct* set out in the *Public Service Act 1999*; and
 - (b) subject to clause 22, comply strictly with the time frame for the performance of the Services specified in Part A of Schedule 1.
- 3.2 Where the Service Provider subsequently offers other services or standards of service which differ from those described in this Deed and the CESC, on behalf of the Commonwealth, wishes to accept that subsequent offer, the Work Order must incorporate, as an Attachment, a copy of the subsequent written offer by the Service Provider.
- 3.3 The Service Provider acknowledges that the Commonwealth and the CESC are subject to a number of specific requirements, which support internal and external scrutiny of their tendering and contracting processes. These include:
- (a) the requirement to publish details of agency agreements, Commonwealth contracts and standing offers with an estimated liability of \$10,000 or more on the AusTender 'Contracts Reported' Internet website;
 - (b) the requirement to publish either in the CESC's Annual Report or on the Internet details of all consultancy contracts for the benefit of the CESC (which may include the provision of the Services); and
 - (c) the requirement to report a list of contracts on the CESC's Internet website valued at \$100,000 or more and identify confidentiality requirements in accordance with the Senate Order on Department and Agency Contracts.

4. FEES, ALLOWANCES AND ASSISTANCE

- 4.1 The Service Provider agrees to submit invoices for payment in the manner specified in Part C of Schedule.
- 4.2 The Commonwealth (for the benefit of the CESC) agrees to pay within 30 days an invoice rendered in accordance with subclause 4.1 upon satisfactory delivery of the Services referred to in the invoice.
- 4.3 The response to RFT17CeSC006, is fixed for one year from the date on which this Deed is signed on behalf of the Commonwealth.
- 4.4 The Service Provider may apply to vary the Prices on each anniversary of the Commencement Date.
- 4.5 The Commonwealth may, acting reasonably, approve or deny any variation to the charges and fees applied for under subclause 4.4.
- 4.6 In the event that the Parties cannot agree for the next 12 month period, either Party may terminate this Deed by written notice to the other party.

5. TAXES, DUTIES AND GOVERNMENT CHARGES

- 5.1 All taxes, duties and government charges imposed or levied in Australia or overseas in connection with the Services will be borne by the Service Provider.
- 5.2 The amounts paid by the Commonwealth (for the benefit of the CESC) under this Deed include Goods and Services Tax (GST) for supplies which are taxable supplies within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* ('the GST Act').
- 5.3 In relation to taxable supplies made under this Deed, the Service Provider agrees to issue to the CESC (on behalf of the Commonwealth) a tax invoice in accordance with the GST Act.

6. REFERENCES TO THE CESC IN PROMOTIONAL MATERIAL

- 6.1 Except in accordance with any written approval of the CESC, the Service Provider must not refer in any of its Promotional Material to:

- (a) The Commonwealth's acceptance of the Tender for the benefit of the CESC;
- (b) The Commonwealth entering into this Deed for the benefit of the CESC; or
- (c) the nature of any Services that may be or have been performed by the Service Provider under this Deed;

in a manner capable of identifying the CESC or the Services provided.

- 6.2 For the purposes of this clause 6, 'Promotional Material' includes any advertisement or other Material used or intended for use in promoting the use of the services of the Service Provider or any of the Specified Personnel.

7. SUBCONTRACTORS

- 7.1 The Service Provider agrees not to subcontract the performance of any part of the Services without prior written approval from the CESC on behalf of the Commonwealth.

8. ENTIRE AGREEMENT AND UNDERSTANDING

- 8.1 This Deed constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the parties with respect to the subject matter of this Deed.
- 8.2 No agreement or understanding varying or extending this Deed, including in particular the scope of the Services, shall be legally binding unless in writing and signed by both parties.

9. SPECIFIED PERSONNEL

- 9.1 The Service Provider agrees that the Specified Personnel will perform the Work in relation to the Services in accordance with this Deed.

- 9.2 Where Specified Personnel are unable to perform the Work, the Service Provider agrees to notify the CESC immediately.
- 9.3 The CESC may, at its absolute discretion, request the Service Provider to remove personnel (including Specified Personnel) from the Work in relation to the Services.
- 9.4 Where subclause 9.2 or 9.3 apply, the CESC may request the Service Provider to provide replacement personnel acceptable to the CESC at no additional cost and at the earliest opportunity.
- 9.5 The CESC may, in its absolute discretion, agree to such replacement personnel notified by the Service Provider providing the Services, in addition to those personnel notified as Specified Personnel.

10. RESPONSIBILITY OF SERVICE PROVIDER

- 10.1 The Service Provider agrees to be fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Deed, and will not be relieved of that responsibility because of any:
- (a) involvement by the CESC or the Commonwealth in the performance of the Services;
 - (b) payment made to the Service Provider on account of the Services;
 - (c) subcontracting of any part of the Services by the Service Provider; or
 - (d) acceptance by the CESC of suitable replacement personnel.
- 10.2 The Service Provider will be responsible for:
- (a) responding in a proactive manner, and particularly within the time frame specified, to a written request for a quotation for a consultancy service; and
 - (b) sourcing suitable personnel who have qualifications, skills and experience that match the Work requirements.
- 10.3 The Commonwealth expects the Service Provider to manage the relationship pro-actively and to provide a Client Manager at a senior level in addition to the specified personnel or subcontractors delivering the requirements. The CESC would expect to hold regular meetings with the Client Manager as part of the performance assessment cycle.

11. COMMONWEALTH MATERIAL

- 11.1 The Commonwealth will ensure that the CESC provides to the Service Provider any Commonwealth Material specified in Item 8 of the Work Order.
- 11.2 The Commonwealth, through the CESC, grants to the Service Provider a royalty-free, non-exclusive licence to use, reproduce and adapt the Commonwealth Material for the purposes of providing the Services.
- 11.3 The Service Provider agrees to ensure that all Commonwealth Material is used exclusively for the purposes of carrying out the Services and strictly in accordance with any conditions or restrictions notified by the CESC or the Commonwealth.

12. INTELLECTUAL PROPERTY IN CONTRACT MATERIAL

- 12.1 Intellectual Property in all Contract Material vests or will vest in the Commonwealth for the benefit of the CESC.
- 12.2 Subclause 12.1 does not affect the ownership of Intellectual Property in any Existing Material or Precedent Material, but the Service Provider grants to the Commonwealth a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit any such Existing Material or Precedent Material in conjunction with the other Contract Material for any Commonwealth purpose.
- 12.3 If requested by the CESC or the Commonwealth, the Service Provider agrees to bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 12.
- 12.4 The Service Provider warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause 12.

- 12.5 The Service Provider:
- (a) where a natural person who is the author of the Contract Material – consents to the Specified Acts; and
 - (b) in any other case – warrants that it has obtained, or will use its best endeavours to obtain, from the author of the Contract Material, or any Material that forms part of the Contract Material, a written consent to the Specified Acts.
- 12.6 For the purposes of this clause 12:
- ‘Existing Material’** is any Material, other than Precedent Material, specified in Item J of Part D of the Work Order [*Existing Material*] which is already in existence and in which the Service Provider holds the Intellectual Property at the date on which a relevant Work Order is made and which was not developed for the purposes of this Deed;
- ‘Precedent Material’** means any form or precedent already in existence and in which the Service Provider holds the Intellectual Property at the date on which a relevant Work Order is made and which was not developed for the purposes of this Deed;
- ‘Specified Acts’** means the following types or classes of acts or omissions done by or on behalf of the Commonwealth in relation to the Contract Material:
- (a) those which would, but for subclause 12.5, infringe the author’s right of attribution of authorship;
 - (b) those which would, but for subclause 12.5, 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.
- 12.7 The provisions of this clause 12 survive the expiration or termination of this Deed.

13. DEALING WITH COPIES

- 13.1 This clause 13 applies to any document, device, article or medium (**‘copies’**) in which Commonwealth Material, Contract Material or Confidential Information is embodied.
- 13.2 Property in all copies vests or will vest in the Commonwealth for the benefit of the CESC.
- 13.3 The Service Provider agrees to establish and maintain procedures to secure the copies against loss and unauthorised access, use, modification or disclosure.
- 13.4 Following completion of each Work Order or upon the expiration or termination of this Deed the Service Provider agrees to deliver to the CESC or otherwise deal with all copies as directed by the CESC or the Commonwealth.
- 13.5 For the avoidance of doubt, the Service Provider may retain a copy of all instructions, supporting Commonwealth Material and Contract Material solely for the purposes of complying with its professional requirements.

14. DISCLOSURE OF INFORMATION

- 14.1 Subject to subclause 14.5, a party to this Deed must not, without the prior written consent of the other party, use or disclose any Confidential Information of the other party to a third party.
- 14.2 In giving written consent to the use or disclosure of the Confidential Information, a party may impose such conditions as it thinks fit and the other party agrees to comply with these conditions.
- 14.3 A party may at any time require the other party to arrange for:
- (a) its advisers; or
 - (b) any other third party, other than a Commonwealth employee, to whom information may be disclosed pursuant to paragraph 14.5 (a) or (e);
- to give a written undertaking in the form of a deed relating to the use and non-disclosure of the first party’s Confidential Information.
- 14.4 If the other party receives a request under subclause 14.3 it agrees to arrange promptly for all such undertakings to be given.

- 14.5 The obligations of the parties under this clause 14 will not be taken to have been breached to the extent that Confidential Information:
- (a) is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under this Deed;
 - (b) is disclosed to a party's internal management personnel, solely to enable effective management or auditing of contract-related activities;
 - (c) is disclosed by the CESC or the Commonwealth to the responsible Minister;
 - (d) is disclosed by the CESC or the Commonwealth in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (e) is shared by the CESC or the Commonwealth within the Commonwealth's organisations, or with another agency, where this serves the Commonwealth's legitimate interests;
 - (f) is authorised or required by law, including under this Deed, under a licence or otherwise, to be disclosed; or
 - (g) is in the public domain otherwise than due to a breach of this clause 14.
- 14.6 Where a party discloses Confidential Information to another person:
- (a) pursuant to paragraph 14.5 (a), (b) or (e), the disclosing party must:
 - (i) notify the receiving person that the information is Confidential Information; and
 - (ii) not provide the information unless the receiving person agrees to keep the information confidential; or
 - (b) pursuant to paragraph 14.5 (c) or (d), the disclosing party must notify the receiving party that the information is Confidential Information.
- 14.7 The parties may agree in writing after the date of the Work Order that certain additional information is to constitute Confidential Information for the purposes of this Deed.
- 14.8 Where the parties agree in writing after the date of this Deed that certain additional information is to constitute Confidential Information for the purposes of this Deed, the additional information is governed by, and becomes subject to, this Deed on the date by which both parties have so agreed in writing.
- 14.9 The obligations under this clause 14 continue, notwithstanding the expiration or termination of this Deed:
- (a) in relation to an item of information described in Item 14 of the Work Order, for the period set out in respect of that item; and
 - (b) in relation to any information which the parties agree in writing after the date of this Deed is to constitute Confidential Information for the purposes of this Deed, for the period agreed by the parties in writing in respect of that information.
- 14.10 Nothing in this clause 14 derogates from any obligation which either party may have either under the *Privacy Act 1988* as amended from time to time, or under this Deed, in relation to the protection of Personal Information or any obligation which the Service Provider or any of its personnel may have in relation to confidentiality of information relating to the Services otherwise arising by law.

PROTECTION OF PERSONAL INFORMATION

- 15.1 This clause 15 applies only where the Service Provider deals with Personal Information when, and for the purpose of, providing Services under this Deed.
- 15.2 The Service Provider acknowledges that it is a '**contracted service provider**' within the meaning of section 6 of the *Privacy Act 1988* ('**the Privacy Act**'), and agrees in respect of the provision of Services under this Deed:
- (a) to use Personal Information obtained during the course of providing the Services only for the purposes for which it is collected and for fulfilling its obligations under this Deed;
 - (b) not to do any act or engage in any practice that would breach an Information Privacy Principle (IPP) contained in section 14 of the Privacy Act, which if done or engaged in by an agency, would be a breach of that IPP;
 - (c) to carry out and discharge the obligations contained in the IPPs as if it were an agency under the Privacy Act;

- (d) to notify individuals whose Personal Information the Service Provider holds, that complaints about acts or practices of the Service Provider may be investigated by the Privacy Commissioner who has power to award compensation against the Service Provider in appropriate circumstances;
 - (e) not to use or disclose Personal Information or engage in an act or practice that would breach section 16F (direct marketing) or a National Privacy Principle (NPP) (particularly NPPs 7 to 10) of the Privacy Act or an Approved Privacy Code (APC) under the Privacy Act, where that section, NPP or APC is applicable to the Service Provider, unless:
 - (i) in the case of section 16F - the use or disclosure is necessary, directly or indirectly, to discharge an obligation under this Deed; or
 - (ii) in the case of an NPP or an APC - where the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Deed, and the activity or practice which is authorised by this Deed is inconsistent with the NPP or APC;
 - (f) to disclose in writing to any person who asks, the content of the provisions of this Deed (if any) that are inconsistent with an NPP or an APC binding a party to this Deed;
 - (g) to immediately notify the agency if the Service Provider becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 15;
 - (h) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner to the extent that they are not inconsistent with the requirements of this clause 15; and
 - (i) to ensure that any employee of the Service Provider who is required to deal with Personal Information for the purposes of this Deed is made aware of the obligations of the Service Provider set out in this clause 15.
- 15.3 The Service Provider agrees to indemnify the Commonwealth and the CESC in respect of any loss, liability or expense suffered or incurred by the Commonwealth or the CESC which arises directly or indirectly from a breach of any of the obligations of the Service Provider under this clause 15.
- 15.4 In this clause 15, the terms 'agency', 'approved privacy code' (APC), 'Information Privacy Principle' (IPP), and 'National Privacy Principle' (NPP) have the same meaning as they have in section 6 of the Privacy Act.
- 15.5 The provisions of this clause 15 survive the expiration or termination of this Deed.
- 15. CONFLICT OF INTEREST**
- 15.1 The Service Provider warrants that, to the best of its knowledge after making diligent inquiries, except as disclosed in writing to the CESC before the date of signing, that at the date of signing this Deed no conflict with the interests of the CESC or the Commonwealth exists in relation to the performance of the Services.
- 15.2 If, on receipt of a Work Order, or at any time during the performance of the Services, a conflict of interest arises, or appears to have arisen, the Service Provider agrees to:
- (a) notify the CESC immediately in writing;
 - (b) make full disclosure of all relevant information relating to the conflict; and
 - (c) take such steps as the CESC or the Commonwealth may reasonably require to resolve or otherwise deal with the conflict.
- 15.3 If, whether notified by the Service Provider under subclause 16.2 or otherwise, it appears to the CESC or the Commonwealth that a conflict of interest may have arisen and the Service Provider is unable or unwilling to resolve or deal with the conflict or apparent conflict to the satisfaction of the CESC or the Commonwealth, the CESC or the Commonwealth may withdraw any Work that the Service Provider is currently undertaking under a Work Order.
- 16. CONDUCT AT COMMONWEALTH PREMISES**
- 16.1 The Service Provider agrees that when Specified Personnel use Commonwealth premises or facilities (including the CESC premises or facilities) for the purposes of the Services, it will comply with all reasonable directions and procedures relating to occupational health, safety and security in operation at those premises or in regard to those facilities (including the Commonwealth's smoke

free work place policy) whether specifically drawn to the attention of the Service Provider or as might reasonably be inferred from the circumstances.

17. ACCESS TO SERVICE PROVIDER'S PREMISES

- 17.1 The Service Provider agrees to give to the Contract Manager, or to any persons authorised in writing by the Contract Manager, access, at all reasonable times, to premises occupied by the Service Provider where the Services are being performed and to permit those persons:
- (a) to inspect and copy Material, however stored, in the Service Provider's possession or control for purposes associated with the provision of the Services or any review of performance of the Service Provider's obligations under this Deed; and
 - (b) to access Contract Material and Commonwealth assets which have come into existence as a result of this Deed.
- 17.2 The rights referred to in subclause 18.1 are subject to:
- (a) the provision of reasonable prior notice by the CESC or the Commonwealth;
 - (b) the Service Provider's reasonable security procedures; and
 - (c) any obligations of confidentiality owed by the Service Provider to third parties.
- 17.3 This clause 18 applies for the term of this Deed and for a period of five years from the date of expiration or termination of this Deed.

18. INDEMNITY

- 18.1 The Service Provider agrees to indemnify the Commonwealth and the CESC from and against any:
- (a) liability incurred by the Commonwealth or the CESC;
 - (b) loss of or damage to property of the Commonwealth whether in the possession or control of the CESC or not; or
 - (c) loss or expense incurred by the Commonwealth or the CESC in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Commonwealth or the CESC;
- arising from:
- (d) any act or omission by the Service Provider or Specified Personnel placed within the CESC or the Commonwealth under an Agency Contract in connection with this Deed;
 - (e) any breach by the Service Provider of its obligations or warranties under this Deed;
 - (f) any use or disclosure by the Service Provider of Personal Information held or controlled in connection with this Deed; or
 - (g) the use by the CESC or the Commonwealth of the Contract Material for the purposes of this Deed;
- where there was fault on the part of the person whose conduct gave rise to that liability, loss or damage, or loss or expense.
- 18.2 The Service Provider's liability to indemnify the Commonwealth and/or the CESC under subclause 19.1 will be reduced proportionately to the extent that any unlawful, wilfully wrongful or negligent act or omission of the CESC or the Commonwealth contributed to the relevant liability, loss or damage, or loss or expense.
- 18.3 The right of the Commonwealth and/or the CESC to be indemnified under this clause 19 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but neither the Commonwealth nor the CESC are entitled to be compensated in excess of the amount of the relevant liability, loss or damage, or loss or expense.
- 18.4 In this clause 19, 'Commonwealth' includes officers, employees and agents of the Commonwealth.
- 18.5 The provisions of this clause 19 survive the expiration or termination of this Deed.

19. INSURANCE

19.1 The Service Provider agrees, for so long as any obligations remain in connection with this Deed:

(a) to effect and maintain insurance acceptable to the CESC and the Commonwealth, for all the Service Provider's obligations under this Deed, including those which survive the expiration or termination of this Deed as follows:

- (i) Workers' Compensation as required by law; and
- (ii) Public Liability to an amount of not less than \$10,000,000.
- (iii) Professional Indemnity to an amount of not less than \$5,000,000.

(b) to provide either:

- (i) a copy of each appropriate insurance policy; or
- (ii) a certificate of currency for each appropriate insurance policy;

prior to the Commencement Date of this Deed and upon the annual renewal of each relevant insurance policy.

20. DISPUTE RESOLUTION

20.1 The parties agree that any dispute arising during the course of this Deed will be dealt with as follows:

(a) firstly, the party claiming that there is a dispute will send to the other party a notice setting out the nature of the dispute;

(b) secondly, the parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;

(c) thirdly, the parties have 10 Business Days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and

(d) lastly, if:

- (i) there is no resolution or agreement; or
- (ii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 Business Days of the submission, or such extended time as the parties may agree in writing before the expiration of the 15 Business Days;

then, either party may commence legal proceedings.

20.2 Despite the existence of a dispute, the Service Provider will (unless requested in writing not to do so) continue to perform the Services to the extent that it is reasonable to do so considering the nature of the dispute.

20.3 This clause 21 does not apply to action by the Commonwealth or the CESC under or purportedly under subclause 4.2 [*Fees, Allowances and Assistance*] or clause 23 [*Termination and Reduction*], nor does it preclude either party from commencing legal proceedings for urgent interlocutory relief.

21. COMPLIANCE WITH TIME FRAMES

21.1 The Service Provider, in providing the Services in accordance with a Work Order, must comply with the time frames specified in the Request for Quotation, or otherwise agreed in writing by the Instructing Officer, unless a delay:

- (a) is caused by an act or event that is beyond the reasonable control of the Service Provider; and
- (b) was not reasonably foreseeable at the time the Request for Quotation was received.

22. TERMINATION AND REDUCTION

22.1 The Commonwealth may, at any time by notice, terminate or reduce the scope of a work specification under a Work Order.

- 22.2 Upon receipt of a notice of termination or reduction the Service Provider agrees to:
- (a) stop or reduce work as specified in the notice;
 - (b) take all available steps to minimise loss resulting from that termination or reduction and to protect Commonwealth Material and Contract Material; and
 - (c) continue work on any part of the Services not affected by the notice.
- 22.3 Where there has been a termination under subclause 23.1, the Commonwealth and the CESC will only be liable for:
- (a) payments and assistance under clause 4 [*Fees, Allowances and Assistance*] for services rendered before the effective date of termination; and
 - (b) reasonable costs incurred by the Service Provider and directly attributable to the termination.
- 22.4 Where there has been a reduction in the scope of the Services, the Commonwealth's and the CESC's liability to pay fees or allowances, meet costs or provide facilities and assistance under clause 4 [*Fees, Allowances and Assistance*] will, unless there is agreement in writing to the contrary, abate in accordance with the reduction in the Services.
- 22.5 Neither the Commonwealth nor the CESC will be liable to pay compensation under paragraph 23.3(b) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Service Provider under a Work Order, together exceed the amount specified in the Work Order.
- 22.6 The Service Provider will not be entitled to compensation for loss of prospective profits.

23. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

- 23.1 The Service Provider agrees not to represent itself, and to use its best endeavours to ensure that its Specified Personnel and employees do not represent themselves, as being employees of the Commonwealth or the CESC or, except to the extent required by express instructions from the CESC or the Commonwealth in the course of providing Services in accordance with this Deed, as being agents of the CESC or the Commonwealth or as otherwise able to bind or represent the CESC or the Commonwealth.
- 23.2 The Service Provider is not by virtue of this Deed an officer, employee, partner or agent of the CESC or the Commonwealth, nor does the Service Provider have any power or authority to bind or represent the CESC or the Commonwealth except to the extent required by express instructions from the CESC or the Commonwealth in the course of providing Services in accordance with this Deed.

24. ASSIGNMENT AND NOVATION

- 24.1 The Service Provider cannot assign its obligations, and agrees not to assign its rights, under this Deed without, in either case, obtaining prior approval in writing from the Commonwealth.
- 24.2 The Service Provider agrees not to consult with any other person for the purposes of entering into an arrangement that will require novation of this Deed without first consulting the Commonwealth.

25. APPLICABLE LAW

- 25.1 The laws in the Australian Capital Territory apply to this Deed.

26. COMPLIANCE WITH LAWS

- 26.1 The Service Provider agrees, in carrying out the Services, to comply with all relevant legislation of the Commonwealth, or of any State, Territory or local authority, including:
- (a) the *Crimes Act 1914*;
 - (b) the *Criminal Code Act 1995*;
 - (c) the *Age Discrimination Act 2004*;
 - (d) the *Disability Discrimination Act 1992*;
 - (e) the *Racial Discrimination Act 1975*;
 - (f) the *Sex Discrimination Act 1984*;

- (g) *Safety, Rehabilitation and Compensation Act 1988 (Cth)*;
- (h) *Environment Protection and Biodiversity Conservation Act 1997 (Cth)*;
- (i) *Public Service Act (Cth)*;
- (j) *Privacy Act 1988 (Cth)*;
- (k) *Work Health and Safety Act 2012 (Cth)*
- (l) the *Superannuation (Productivity Benefit) Act 1988*;
- (m) any obligations it has under the *Australian Workplace Safety Standards Act 2005*;
- (n) Part 4 of the *Charter of the United Nations Act 1945*; and
- (o) *Charter of the United Nations (Terrorism and Dealing with Assets) Regulations 2002 (Cth)*.

27.2 The Service Provider acknowledges that the CESC and the Commonwealth are subject to, and are required to act in accordance with, the provisions of the *Freedom of Information Act 1982*.

27. AFFIRMATIVE ACTION

- 27.1 The Service Provider must comply with its obligations, if any, under the *Equal Opportunity for Women in the Workplace Act 1999* (in this clause 28 referred to as '**the EOWW Act**').
- 27.2 The Service Provider must not enter into a subcontract under or in relation to this Deed with a subcontractor named by the Director of the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the EOWW Act.

28. FAIR WORK PRINCIPLES

- 28.1 The Government's Fair Work Principles were repealed 1 July 2014, so no longer apply.

29. ACCESS - AUSTRALIAN NATIONAL AUDIT OFFICE

- 29.1 The Auditor-General or a delegate of the Auditor-General, for the purpose of performing the Auditor-General's statutory functions, may, at reasonable times and on giving reasonable notice to the Service Provider:
- (a) require the provision by the Service Provider of records and information which are directly related to the Services;
 - (b) have access to the premises of the Service Provider for the purposes of inspecting and copying documentation and records, however stored, in the custody or under the control of the Service Provider which are directly related to the Services; and
 - (c) where relevant, inspect any Contract Material and Commonwealth assets held on the premises of the Service Provider.
- 29.2 This clause 29 applies for the term of this Deed and for a period of five years from the date of expiration or termination of this Deed.

30. NOTICES

- 30.1 Any notice, request or other communication must be in writing and in accordance with the following:
- (a) where the notice, request or communication relates to this Deed:
 - (i) if given by the Service Provider to the CESC or the Commonwealth – addressed to:

Business Manager
Children's eSafety Commissioner
PO Box 78
BELCONNEN ACT 2617
 - or as otherwise notified by the Contract Manager; or

- (ii) if given by the CESC or the Commonwealth to the Service Provider – addressed to

s 47F

Breakthrough Media Network Pty Ltd
Level1, 21 Shepherd Street
Chippendale, NSW 2008

or as otherwise notified by the Service Provider; or

- (b) where the notice, request or communication relates to a Work Order:
 - (i) if given by the Service Provider [*Contractor*] to the CESC or the Commonwealth – addressed as indicated in Item 16 of the Work Order or as otherwise notified by the Commonwealth; or
 - (ii) if given by the CESC or the Commonwealth to the Service Provider – addressed as indicated in Item 16 of the Work Order [*CeSC*] or as otherwise notified by the Service Provider.

30.2 Any notice, request or other communication is to be delivered by hand, sent by pre-paid post or by Electronic Communication.

30.3 A notice, request or other communication will be deemed to be received:

- (a) if delivered by hand, upon delivery;
- (b) if sent by pre-paid ordinary post within Australia, upon the expiration of 2 Business Days after the date on which it was sent; and
- (c) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* if a notice was being given under a law of the Commonwealth.

30.4 For the purposes of this clause 30:

‘**Electronic Communication**’ means a communication of information in the form of data, text or images by means of guided and/or unguided electromagnetic energy.

31. SECURITY

31.1 The Service Provider shall:

- (a) comply with any security requirements notified to the Service Provider by the Instructing Officer from time to time; and
- (b) ensure that its officers, employees, agents and Subcontractors are aware of and comply with the Commonwealth’s security requirements.

31.2 The Service Provider shall:

- (a) ensure that its officers, employees, agents and Subcontractors, undertake any security checks or clearances as required by the Commonwealth;
- (b) notify the Commonwealth of any changes to circumstances which may affect the Service Provider’s capacity to provide the services in accordance with the Commonwealth’s security requirements; and
- (c) provide a written undertaking in respect of security or access to a Commonwealth place, area or facility in the form required by the Commonwealth.

on the 25th day of July 2017

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Work Order under the 17CeSC006 Deed of Standing Offer between the Office of the Childrens eSafety Commission (CeSC) and Breakthrough Media Pty Ltd for provision of Creation of Hero Video 2 for the Seniors' portal and Related Services

Work Order Number – 17CeSA102

This Work Order is issued under the above Deed of Standing Offer.

Breakthrough Media. has offered under the 17CeSC006 Deed to provide the Services to the Office of the eSafety Commission (OeSC). The OeSC accepts this offer on the terms and conditions set out in the Deed and in this Work Order and issues this Work Order in accordance with the 17CeSC006 Deed. Subject to the Deed, if there is an inconsistency between this Work Order and any other provisions of the Deed, the Deed will prevail to the extent of any inconsistency.

ACMA Representative	s 22 [REDACTED] Content Manager, Seniors tel: s 22 [REDACTED]
Contractor Representative	s 47F [REDACTED] Project Director Breakthrough Media Pty Ltd – s 47F [REDACTED] @breakthroughmedia.org

Item number	Description	Terms and Conditions of Contract clause reference	Details
1.	Services	1.1 and 3	The creation of Hero Video 2 long form x 2-3 minutes (including accessibility SRT files) plus 3 x 30 second cut down versions for social media. See full details in Attachment A (full brief and quote)
2.	Contract Commencement Date	1.1 and 2.1	16 January 2018
3.	Contract Period	2.3	16 January 2018 to 30 June 2018
4.	CeSC requirements	1.1 and 2.8	Please refer to Attachment A (full brief)

Item number	Description	Terms and Conditions of Contract clause reference	Details												
5.	Subcontractors	7	n/a												
6.	Progress meeting	10.3	<p>Please refer to Attachment A (full brief) and Attachment B (schedule response) for meetings/sign off stages</p> <table><tr><th>Meeting</th><th>Attendees</th><th>Frequency and place</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>	Meeting	Attendees	Frequency and place									
Meeting	Attendees	Frequency and place													
7.	Specified Personnel	1.1 and 9	n/a												
8.	CeSC Material	11	<ul style="list-style-type: none">Kantar Market ResearchIpsos Market ResearchBrand Guidelines <p>Already sent to supplier</p>												
9.	Contractor Pre-existing Material	12	n/a												
10.	Payment – Service Charges	4	The maximum payment is (\$79,980.56 plus \$7,998.06 GST) = \$87,978.62 inclusive of GST												
11.	Interest for late payment		<p>CeSC is required under the Resource Management Guide No.417 – Supplier Pay On-Time or Pay Interest Policy available at http://www.finance.gov.au/publications/RMGS/pay-on-time-policy.html to select the option to pay interest to the Contractor if:</p> <ul style="list-style-type: none">the value of the contract is under \$1 million (GST inclusive). Note that, if the value of the contract is unknown, it should be assumed that the value is under \$1 million (GST inclusive), unless it is reasonable to assume otherwise; and												

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Item number	Description	Terms and Conditions of Contract clause reference	Details
			<p><i>guides-procurement/authentication-and-identity-management/national-e-authentication-framework/</i></p> <p><i>Australian Government Guidelines on Reporting Incident and Conducting Security Investigations and/or The Australian Government Investigation Standards - for reporting and investigating security incidents and taking corrective action. Available at http://www.protectivesecurity.gov.au/governance/protective-security-investigations/Pages/Protective-security-investigations.asp</i></p> <p><i>Australian Government Cyber-Security Strategy 2009 available at http://www.ag.gov.au/RightsAndProtections/CyberSecurity/Documents/AG%20Cyber%20Security%20Strategy%20-%20for%20website.pdf</i></p> <p><i>Security protocols applicable in Australian high commissions, embassies and consulates.</i></p> <p><i>If cloud ICT services or overseas storage of data is to be included in the contract services refer to the <u>Australian Government Policy and Risk management guidelines for the storage and processing of Australian Government information in outsourced or offshore ICT arrangements</u></i></p>

Item number	Description	Terms and Conditions of Contract clause reference	Details
16.	Notices	30	<p>CeSC :</p> <p>s 22 [REDACTED] E-Safety Commissioner Red Building, Chan Street Belconnen ACT 2616 Australia s 22 [REDACTED]@esafety.gov.au</p> <p>Contractor:</p> <p>s 47F [REDACTED] <i>Breakthrough Media Pty Ltd</i> <i>PO Box 524</i> <i>Broadway NSW 2007</i> s 47F [REDACTED]@breakthroughmedia.org</p>

Signed for and on behalf of the
Commonwealth of Australia as
represented by the Authorised
Representative of the CeSC ABN 12 212

931 598 hv

s 22

Dominique Tubier

A/g Executive Manager

Position of delegate

in the presence of

s 22

Signature of witness

s 22

Name of witness (print)

9.1.18

Date

s 22

Signature of delegate

Executed by

Breakthrough Media Pty Ltd

ABN 59 606 999 553

in accordance with section 127 of the
Corporations Act 2001 (Cth)

Signature of director

Signature of director/company secretary/sole
director and sole company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary/sole
director and sole company secretary (print)

Date

Attachment A – Full Brief

CREATIVE BRIEF

DELIVERY DATE: 7TH MAY 2018

Project name: Be Connected Phase 2 Hero Video

Office Lead: S 22 and S 22

Date: 7th December 2017

Background research and insights attached?

YES / NO

CAMPAIGN OBJECTIVES

Background

In June 2016, the Government committed \$50 million to improve the digital literacy and online safety of older Australians. The 'Digital Literacy for Older Australians' (DLOA) initiative will be implemented by the Office of the eSafety Commissioner (OCeSC), and the Department of Social Services (DSS) as the lead agency.

As a result of this initiative, a new 'Be Connected' website was created as the learning portal for older Australians (50+) who are either disengaged from technology or have limited or low levels of digital literacy. It contains online and blended learning materials covering how to use computers, laptops, tablets, smartphones, and the internet, as well as how to use them safely. The Be Connected portal was launched at an event in October 2017.

The campaign

The purpose of this campaign is to create a hero video (called 'hero video 2' for purposes of this brief and RQF) as a high quality showcase piece for use at the launch of Phase 2 of the Seniors' portal and for the website.

Further details regarding the video are as follows:

Hero video 2

'Family, community and peers – a story-telling video on the important role that we all have to support and mentor older family or community members'.

Our secondary audience is members of the community (e.g., friends, peers, younger family members, social or community group members, care support workers etc.) who have older people they care about in their lives, who are not confident with digital technology and/or don't feel it is relevant to them. We wish to send the message that it is our collective responsibility to ensure our elders get the best use out of technology – i.e. rather than handing your Mum your old iPad and expect her to work out how to use it, we need to indicate that it's our duty of care to ensure our loved ones are given the support to learn the skills to use new technology.

We need to demonstrate that technology can be a tool to help families get in touch and stay connected. Social isolation is a very real concern for an ageing population. An older family member who lives on their own or far away from their family can experience a sense of loss that can lead to negative impacts on wellbeing and mental health, including sadness, depression, anxiety, lack of confidence, and even loss of independence. We would want to highlight that not

only is it our duty to look after our family/elders, but that it has benefits for all in the form of digitally enabled parents / grandparents who are empowered and more independent.

This video is to highlight that it's not somebody else's job to make this happen – it's all of our responsibilities. For this video, we wish to see family, peers or community members helping older Australians interact with technology and discover the benefits that brings. We would like the video to be authentic and inspiring.

STRATEGIC RATIONALE

This Hero video must be inclusive and representative of the diverse mix of people who live in Australia. It is to be created for the launch of Phase 2 of the website, but will also need to be relevant for future phases of the project which include Aboriginal and Torres Strait Islander peoples and CALD audiences.

Please note that whilst (for the purposes of this brief) we have used the term 'seniors' in this brief, we do not wish to use this term at any stage in the video production. Research demonstrates that 'seniors' can be a pejorative term and therefore negatively received. We have no wish to alienate our target audiences who do not yet consider themselves to be 'seniors' and may never do so.

We wish to avoid the stereotypes of the 'doddery old grandma' but on the other end of the spectrum we also wish to avoid the stock library images of perfectly manicured older people.

SPECIFIC FILM/PRODUCT OBJECTIVES

The hero video will be positioned on the community page of the website and will be the showcase for the launch of Phase 2. The edited highlight versions of 3 x 30 seconds are proposed to be used in social media channels.

The hero video will demonstrate how digital technology is a tool that empowers people in ways that are relevant to all Australians. They will reflect moving but positive and authentic experiences. Keywords are: real, empowering, moving, inspiring, positive, enhancing and reflecting the diversity of cultures in modern Australia.

Stepping into the online world gives us the power to share moments, to enrich our lives, and to connect with each other.

In a changing world, it's important to gain the confidence and ability to continue engaging with the people and the things you care about.

KEY MESSAGE

It's all of our duty to ensure our older family or community members become empowered to live full and connected lives, and this includes making sure they are encouraged and supported to become digitally confident and able.

TARGET AUDIENCE

Hero video 2 'Family/community responsibility' – target audience is family, friends, care support workers and fellow community members of older Australians to ensure they understand that it is all of our responsibility to help older Australians understand the benefits and become more confident in digital literacy.

Please also refer to the research documents for reference.

DIGITAL INSIGHTS

We wish for sympathetic treatment of the target audience that also reflects diversity and inclusion. Older Australians do not want to be preached to or 'sold' ideas – they can spot disingenuous messages or hype very easily.

However, research shows that there is a consensus of fear in some parts of the community. Fear about scams and tricks and the dangers of being online. The media is full of stories of how people who have lost all of their savings or been 'ripped off in another internet scam' and our research demonstrates that older Australians are susceptible to these negative messages.

Below are some comments we have received from recent focus group research into how our target audience uses (or doesn't use) the internet:

"...I only stay online for 15 minutes because they are watching..."

"...they just want your data, they just want your credit card details so they can get your money, and they always want to know everything about you..."

CALL TO ACTION

It's my duty to make sure my parents/grandparents/community elders are given the right encouragement and support to increase their digital ability and confidence.

We want our audience to come to the website and undertake our courses, but the hero videos are not about being a sales campaign. We want them to be inspirational and authentic to elicit the reactions of 'wow, I'm missing out' or 'wow, my dad or grandpa are missing out'.

PLATFORMS and DELIVERABLES

Hero video 2 'Community and family'. We would need:

1 x 2-3 minutes version of the video for consumption on the website and YouTube, social media etc. This really is the focus of the Phase 2 launch and needs to make a strong statement.

3 x 30 seconds edited highlights video suitable for social media broadcast.

TECHNICAL SPECIFICATIONS

Hero video 2 will need to be demonstrable on a large screen/projector in a public arena.

Hero video 2 edited highlights 3 x 30 seconds will be for use on website and social media/YouTube.

Standards

All videos need to conform to Web Content Accessibility Guidelines (WCAG) 2.0 and be high definition, MP4, include closed captions in English (not embedded), with an audio description (to meet Level AA standard). Caption files should be in SRT STL with transcripts in Word.

NB: We will, in future, need to provision translations of closed captioning and audio description into multiple CALD languages. Whilst we do not need this for the initial production piece, we request that a separate line item "Optional" be provided indicating costs for translation services and confirmation that this can be done at a future date.

TIMEFRAME

- This brief that will go out by the 15th December 2017.
 - Agencies have until the 5th Jan 2018 to respond.
 - Evaluation of responses 8th Jan 2018.
 - Kick off with successful tenderer 16th Jan 2018.
 - Concepts, mock-ups and story boards sent to this office by mid-February 2018 - including images of actors, scenarios etc.
 - Commissioner and Executive Manager approvals ASAP.
 - Agency to deliver full form version 30th April 2018. Cut down versions 3 x 30 seconds for social media and SRT CC files to be delivered by 7th May 2018. We will require regular updates within this period for checkpoints on progress.
-

BUDGET

We anticipate a guide of \$75,000-80,000 budget (not including GST) for this video, including long form, and 3 x 30 second social media clips.

STAKEHOLDERS

For general enquiries:

s 22

Office of the eSafety Commissioner

T s 22

E

s 22

Office of the eSafety Commissioner

T s 22

E

ANY OTHER RELEVANT INFO

Branding as per existing website and Hero Video 1/Aspirational series closing screens. The Call to Action at the end of the HV2 video will change, however. Final call to action is to be advised as soon as possible.

ANY OTHER CONSIDERATIONS

As discussed above, this project is designed to encourage a broad audience of older Australians to understand the benefits of and become more engaged with digital technology, and this phase is focusing on other communities, including Aboriginal and Torres Strait Islander peoples and CALD communities. Whilst none of our course materials will be designed to be exclusive to any group or community, we will need to focus our attention to the specific needs these groups have in relation to digital literacy. It is critical that Hero Video 2 has a diverse cultural focus.

ATTACHMENT A : QUOTE FROM BREAKTHROUGH MEDIA

Page 1 of 2

E-Safety 2

Concept 2 - All The Times You Didn't Have To Ask

Department	Description	Quantity	Multiplier	Unit	Unit price	Cost	Mark-Up %	Margin	Total
Management									
	CEO	1	0.0	Days	1,500	-	20	-	-
	Creative Director	1	1	Days	785	785.00	20	157.00	942.00
	Production Manager	1	1	Days	423	423.00	20	84.60	507.60
	Campaign Manager	1	1	Days	450	450.00	20	90.00	540.00
	Sub-total for expense								1,989.60
								Total Schedule	1,989.60

Department	Description	Quantity	Multiplier	Unit	Unit price	Cost	Mark-Up %	Margin	Total
Editorial and Production									
	Line Producer	0	0	Weeks	2,500	-	20	-	-
	Producer/Director/Editor	1	10	Weeks	2,500	25,000.00	20	5,000.00	30,000.00
	Casting Producer	1	3	Weeks	2,500	7,500.00	20	1,500.00	9,000.00
	Props Assistant	1	1	Weeks	1,000	1,000.00	20	200.00	1,200.00
	Production Coordinator	1	1	Weeks	1,500	1,500.00	20	300.00	1,800.00
	Shooter	1	5	Days	750	3,750.00	20	750.00	4,500.00
	Graphics	1	3	Days	400	1,200.00	20	240.00	1,440.00
	Sub-total for expense								47,940.00
	Cast allowance (3 pairs)	1	3	Pairs	1,000	3,000.00	20	600.00	3,600.00
	Voice Over	1	3	Videos	650	1,950.00	20	390.00	2,340.00
	Sub-total for expense								5,940.00
								Total Schedule	53,880.00

Department	Description	Quantity	Multiplier	Unit	Unit price	Cost	Mark-Up %	Margin	Total
Travel									
	Transport/Parking	1	1	Allow	500	500.00	0	-	500.00
	Catering (up to 10 people)	1	1	Allow	1,000	1,000.00	0	-	1,000.00
	Sub-total for expense								1,500.00
								Total Schedule	1,500.00

Department	Description	Quantity	Multiplier	Unit	Unit price	Cost	Mark-Up %	Margin	Total
Video Production Costs									
Camera Kit	Camera Equipment, Lighting, Sound	1	1	Units	1,000	1,000.00	0	0	1,000.00
	Sub-total for expense								1,000.00
Edit Suite	Edit Suite	1	22	Days	200	4,400.00	0	0	4,400.00
	VO Suite	1	5	Hours	120	600.00	0	0	600.00
	Closed Captioning (SRT files)	1	2	Allow	920	1,840.00	0	0	1,840.00
	Sub-total for expense								6,840.00
Consumables	Portable LaCie drives	1	2	Units	225	450.00	0	0	450.00
	Sub-total for expense								450.00
Location Expenses	Communications - mobile phones, skype etc.	1	1	Allow	400	400.00	0	0	400.00
	Location fees	1	1	Allow	2,000	2,000.00	0	0	2,000.00
	Sub-total for expense								2,400.00
Staging	Props	1	1	Allow	1,000	1,000.00	0	0	1,000.00
	Sub-total for expense								1,000.00
Music license	Audio Networks music license fee	1	1	Allow	2,000	2,000.00	0	0	2,000.00
	Sub-total for expense								2,000.00
								Total Schedule	13,690.00

Department	Description	Quantity	Multiplier	Unit	Unit price	Cost	Mark-Up %	Margin	Total
Advertising									
	Cast Advertising	1	1	Allow	1,500	1,500.00	10	150.00	1,650.00
	Sub-total for expense								1,650.00
								Total Schedule	1,650.00

Totals		
Direct Costs	Staff Costs	46,558.00
	Non-staff Costs	15,190.00
	Advertising	1,500.00
Margin	Staff Costs	9,311.60
	Non-staff Costs	0.00
	Advertising	150.00
Total	Total (excluding overheads)	72,709.60
Overheads	energy, equipment, comms, IT etc. @ 10% of total costs	7,270.96
Grand Total	Project Total	79,980.56

72,709.60

OPTIONAL COSTS

Department	Description	Quantity	Multiplier	Unit	Unit price	Cost	Mark-Up %	Margin	Total
Translation/Dubbing									
	Translate CALD Languages - Arabic, Mandarin, Cantonese, Vietnamese, Greek	2	5	Language	1,500	15,000.00	0	0.00	15,000.00
	VO artists - Mandarin, Cantonese, Vietnamese, Greek	2	4	Talent	500	4,000.00	20	800.00	4,800.00
	VO artist - Arabic	2	1	Talent	1,000	2,000.00	20	400.00	2,400.00
	Studio + Engineer	2	10	Hour	250	5,000.00	20	1,000.00	6,000.00
	Sub-total for expense								28,200.00
								Total Schedule	28,200.00

Attachment B – RFQ Response Schedule



breakthrough

E-Safety 2 - Concept 2

All The Times You Didn't Have To Ask

Deliverables: 1 hero video (~2 mins) and 3 x 30 sec social media cut-downs

Week	Date	Action
	W/C 15 th of Jan	17 th of Jan – CLIENT SIGN OFF
1	W/C 29 th of Jan	Interviews and hiring
2	W/C 5 th of Feb	Interviews and hiring
3	W/C 12 th of Feb	Interviews and hiring
4	W/C 19 th of Feb	<ul style="list-style-type: none">- Casting producer starts- Casting- Submit for casting feedback
5	W/C 26 th of Feb	<ul style="list-style-type: none">- Casting- Submit for casting feedback
6	W/C 5 th of Mar	<ul style="list-style-type: none">- Producer director starts- Casting- Submit for casting feedback
7	W/C 12 th Mar	Finalise casting, scripting and pre-production
8	W/C 19 th Mar	Pre-production – logistics, call sheets, schedules and recces
9	W/C 26 th Mar	Pre-production – logistics, call sheets, schedules and recces
10	W/C 2 nd Apr	<ul style="list-style-type: none">- Filming (2 days)
11	W/C 9 th of April	Full Length Version Offline Edit
12	W/C 16 th of Apr	<ul style="list-style-type: none">- Full Length Version Offline Edit- Full Length Version Client review- Full Length Version Client feedback
13	W/C 23 rd of Apr	<ul style="list-style-type: none">- Full Length Version Client changes- Full Length Version Graphics- Full Length Version Final mix/grade- Cutdown Version Offline Edit
14	W/C 30 th Apr	<ul style="list-style-type: none">- Full length version Delivery- Cutdown Version Offline Edit- Cutdown Version Client review/feedback- Cutdown Version Client changes
15	W/C 7 th May	<ul style="list-style-type: none">- Cutdown Version Client review/feedback- Cutdown Version Client changes- Cutdown Version Delivery

ATTACHMENT 18: SCHEDULE

Work Order under the 17CeSC006 Deed of Standing Offer between the Office of the Childrens eSafety Commission (CeSC) and Breakthrough Media Pty Ltd for provision of Creation of Hero Video 2 for the Seniors' portal and Related Services

Work Order Number – 17CeSA102

This Work Order is issued under the above Deed of Standing Offer.

Breakthrough Media. has offered under the 17CeSC006 Deed to provide the Services to the Office of the eSafety Commission (OeSC). The OeSC accepts this offer on the terms and conditions set out in the Deed and in this Work Order and issues this Work Order in accordance with the 17CeSC006 Deed. Subject to the Deed, if there is an inconsistency between this Work Order and any other provisions of the Deed, the Deed will prevail to the extent of any inconsistency.

ACMA Representative	s 22 s 22	Content Manager, Seniors tel: s
Contractor Representative	s 47F s 47F	Breakthrough Media Pty Ltd – @breakthroughmedia.org

Item number	Description	Terms and Conditions of Contract clause reference	Details
1.	Services	1.1 and 3	The creation of Hero Video 2 long form x 2-3 minutes (including accessibility SRT files) plus 3 x 30 second cut down versions for social media. See full details in Attachment A (full brief and quote)
2.	Contract Commencement Date	1.1 and 2.1	16 January 2018
3.	Contract Period	2.3	16 January 2018 to 30 June 2018
4.	CeSC requirements	1.1 and 2.8	Please refer to Attachment A (full brief)

Item number	Description	Terms and Conditions of Contract clause reference	Details												
5.	Subcontractors	7	n/a												
6.	Progress meeting	10.3	<p>Please refer to Attachment A (full brief) and Attachment B (schedule response) for meetings/sign off stages</p> <table><tr><th>Meeting</th><th>Attendees</th><th>Frequency and place</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>	Meeting	Attendees	Frequency and place									
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14.	Confidential Information	1.1 and 14	<p>CeSC Confidential Information:</p> <table><tr><th>Item</th><th>Period of confidentiality</th></tr><tr><td>CeSC Material</td><td>Perpetual</td></tr><tr><td>CeSC Data</td><td>Perpetual</td></tr></table> <p>Contractor Confidential Information:</p> <table><tr><th>Item</th><th>Period of confidentiality</th></tr><tr><td>Not applicable</td><td></td></tr><tr><td></td><td></td></tr></table>	Item	Period of confidentiality	CeSC Material	Perpetual	CeSC Data	Perpetual	Item	Period of confidentiality	Not applicable			
Item	Period of confidentiality														
CeSC Material	Perpetual														
CeSC Data	Perpetual														
Item	Period of confidentiality														
Not applicable															

Item number	Description	Terms and Conditions of Contract clause reference	Details
15.	Security	31	<p><i>Risk Management AS/NZS ISO 31000:2009 and Australian Standards HB 167:2006</i></p> <p><i>Australian Government Information Security Manual - Guidance for agencies and Service Providers for managing the risks arising from greater sharing and exchange of information - see http://www.asd.gov.au for further information.</i></p> <p><i>Australian Government Personnel Security Management Protocol - procedures for Service Providers with ongoing access to Australian Government assets. Available at http://www.protectivesecurity.gov.au/personnelsecurity/Documents/Australian%20Government%20personnel%20security%20management%20protocol.pdf</i></p> <p><i>Australian Government Security Classification System - information labelling and handling when handling Official Information. Available at http://www.protectivesecurity.gov.au/informationsecurity/Documents/Australian%20Government%20classification%20system.pdf</i></p> <p><i>Australian Government Information Security Management Protocol - agencies to comply to protect Official information when processing, stored or communicated by Australian Government systems. Available at http://www.protectivesecurity.gov.au/informationsecurity/Pages/Australian-Government-information-security-management-protocol.aspx</i></p> <p><i>National e-Authentication Framework - on-line transactions and services. Available at http://www.finance.gov.au/policy-</i></p>

Item number	Description	Terms and Conditions of Contract clause reference	Details
			<p><i>guides-procurement/authentication-and-identity-management/national-e-authentication-framework/</i></p> <p><i>Australian Government Guidelines on Reporting Incident and Conducting Security Investigations and/or The Australian Government Investigation Standards - for reporting and investigating security incidents and taking corrective action. Available at http://www.protectivesecurity.gov.au/governance/protective-security-investigations/Pages/Protective-security-investigations.asp</i></p> <p><i>Australian Government Cyber-Security Strategy 2009 available at http://www.ag.gov.au/RightsAndProtecti ons/CyberSecurity/Documents/AG%20Cyber%20Security%20Strategy%20-%20for%20website.pdf</i></p> <p><i>Security protocols applicable in Australian high commissions, embassies and consulates.</i></p> <p><i>If cloud ICT services or overseas storage of data is to be included in the contract services refer to the <u>Australian Government Policy and Risk management guidelines for the storage and processing of Australian Government information in outsourced or offshore ICT arrangements</u></i></p>

Item number	Description	Terms and Conditions of Contract clause reference	Details
16.	Notices	30	<p>CeSC : s 22 [REDACTED] E-Safety Commissioner Red Building, Chan Street Belconnen ACT 2616 Australia s 22 [REDACTED] @esafety.gov.au</p> <p>Contractor: s 47F [REDACTED] Breakthrough Media Pty Ltd PO Box 524 Broadway NSW 2007 s 47F [REDACTED] @breakthroughmedia.org</p>

Signed for and on behalf of the
Commonwealth of Australia as
represented by the Authorised
Representative of the CeSC ABN 12 212
931 598 bv

s 22

Dominique Tubier

A/g Executive Manager

Position of delegate

in the presence of

s 22

Signature of witness

s 22

Name of witness (print)

9.1.18

Date

Executed by

Breakthrough Media Pty Ltd

ABN 59 606 999 553

in accordance with section 127 of the
Corporations Act 2001 (Cth)

s 47F

Signature of director

s 47F

s 47F

Name of director (print)

10.01.18

Date

s 22

Signature of delegate

s 47F

Signature of director/company secretary/sole
director and sole company secretary
(Please delete as applicable)

s 47F

Name of director/company secretary/sole
director and sole company secretary (print)

Attachment A – Full Brief

ATTACHMENT A : FULL BRIEF

CREATIVE BRIEF

DELIVERY DATE: 7TH MAY 2018

Project name: Be Connected Phase 2 Hero Video

Office Lead: S 22 and S 22

Date: 7th December 2017

Background research and insights attached?

YES / NO

CAMPAIGN OBJECTIVES

Background

In June 2016, the Government committed \$50 million to improve the digital literacy and online safety of older Australians. The 'Digital Literacy for Older Australians' (DLOA) initiative will be implemented by the Office of the eSafety Commissioner (OCeSC), and the Department of Social Services (DSS) as the lead agency.

As a result of this initiative, a new 'Be Connected' website was created as the learning portal for older Australians (50+) who are either disengaged from technology or have limited or low levels of digital literacy. It contains online and blended learning materials covering how to use computers, laptops, tablets, smartphones, and the internet, as well as how to use them safely. The Be Connected portal was launched at an event in October 2017.

The campaign

The purpose of this campaign is to create a hero video (called 'hero video 2' for purposes of this brief and RQF) as a high quality showcase piece for use at the launch of Phase 2 of the Seniors' portal and for the website.

Further details regarding the video are as follows:

Hero video 2

'Family, community and peers – a story-telling video on the important role that we all have to support and mentor older family or community members'.

Our secondary audience is members of the community (e.g., friends, peers, younger family members, social or community group members, care support workers etc.) who have older people they care about in their lives, who are not confident with digital technology and/or don't feel it is relevant to them. We wish to send the message that it is our collective responsibility to ensure our elders get the best use out of technology – i.e. rather than handing your Mum your old iPad and expect her to work out how to use it, we need to indicate that it's our duty of care to ensure our loved ones are given the support to learn the skills to use new technology.

We need to demonstrate that technology can be a tool to help families get in touch and stay connected. Social isolation is a very real concern for an ageing population. An older family member who lives on their own or far away from their family can experience a sense of loss that can lead to negative impacts on wellbeing and mental health, including sadness, depression, anxiety, lack of confidence, and even loss of independence. We would want to highlight that not

only is it our duty to look after our family/elders, but that it has benefits for all in the form of digitally enabled parents / grandparents who are empowered and more independent.

This video is to highlight that it's not somebody else's job to make this happen – it's all of our responsibilities. For this video, we wish to see family, peers or community members helping older Australians interact with technology and discover the benefits that brings. We would like the video to be authentic and inspiring.

STRATEGIC RATIONALE

This Hero video must be inclusive and representative of the diverse mix of people who live in Australia. It is to be created for the launch of Phase 2 of the website, but will also need to be relevant for future phases of the project which include Aboriginal and Torres Strait Islander peoples and CALD audiences.

Please note that whilst (for the purposes of this brief) we have used the term 'seniors' in this brief, we do not wish to use this term at any stage in the video production. Research demonstrates that 'seniors' can be a pejorative term and therefore negatively received. We have no wish to alienate our target audiences who do not yet consider themselves to be 'seniors' and may never do so.

We wish to avoid the stereotypes of the 'dodderly old grandma' but on the other end of the spectrum we also wish to avoid the stock library images of perfectly manicured older people.

SPECIFIC FILM/PRODUCT OBJECTIVES

The hero video will be positioned on the community page of the website and will be the showcase for the launch of Phase 2. The edited highlight versions of 3 x 30 seconds are proposed to be used in social media channels.

The hero video will demonstrate how digital technology is a tool that empowers people in ways that are relevant to all Australians. They will reflect moving but positive and authentic experiences. Keywords are: real, empowering, moving, inspiring, positive, enhancing and reflecting the diversity of cultures in modern Australia.

Stepping into the online world gives us the power to share moments, to enrich our lives, and to connect with each other.

In a changing world, it's important to gain the confidence and ability to continue engaging with the people and the things you care about.

KEY MESSAGE

It's all of our duty to ensure our older family or community members become empowered to live full and connected lives, and this includes making sure they are encouraged and supported to become digitally confident and able.

TARGET AUDIENCE

Hero video 2 'Family/community responsibility' – target audience is family, friends, care support workers and fellow community members of older Australians to ensure they understand that it is all of our responsibility to help older Australians understand the benefits and become more confident in digital literacy.

Please also refer to the research documents for reference.

DIGITAL INSIGHTS

We wish for sympathetic treatment of the target audience that also reflects diversity and inclusion. Older Australians do not want to be preached to or 'sold' ideas – they can spot disingenuous messages or hype very easily.

However, research shows that there is a consensus of fear in some parts of the community. Fear about scams and tricks and the dangers of being online. The media is full of stories of how people who have lost all of their savings or been 'ripped off in another internet scam' and our research demonstrates that older Australians are susceptible to these negative messages.

Below are some comments we have received from recent focus group research into how our target audience uses (or doesn't use) the internet:

"...I only stay online for 15 minutes because they are watching..."

"...they just want your data, they just want your credit card details so they can get your money, and they always want to know everything about you..."

CALL TO ACTION

It's my duty to make sure my parents/grandparents/community elders are given the right encouragement and support to increase their digital ability and confidence.

We want our audience to come to the website and undertake our courses, but the hero videos are not about being a sales campaign. We want them to be inspirational and authentic to elicit the reactions of 'wow, I'm missing out' or 'wow, my dad or grandpa are missing out'.

PLATFORMS and DELIVERABLES

Hero video 2 'Community and family'. We would need:

1 x 2-3 minutes version of the video for consumption on the website and YouTube, social media etc. This really is the focus of the Phase 2 launch and needs to make a strong statement.

3 x 30 seconds edited highlights video suitable for social media broadcast.

TECHNICAL SPECIFICATIONS

Hero video 2 will need to be demonstrable on a large screen/projector in a public arena.

Hero video 2 edited highlights 3 x 30 seconds will be for use on website and social media/YouTube.

Standards

All videos need to conform to Web Content Accessibility Guidelines (WCAG) 2.0 and be high definition, MP4, include closed captions in English (not embedded), with an audio description (to meet Level AA standard). Caption files should be in SRT STL with transcripts in Word.

NB: We will, in future, need to provision translations of closed captioning and audio description into multiple CALD languages. Whilst we do not need this for the initial production piece, we request that a separate line item "Optional" be provided indicating costs for translation services and confirmation that this can be done at a future date,

TIMEFRAME

- This brief that will go out by the 15th December 2017.
 - Agencies have until the 5th Jan 2018 to respond.
 - Evaluation of responses 8th Jan 2018.
 - Kick off with successful tenderer 16th Jan 2018.
 - Concepts, mock-ups and story boards sent to this office by mid-February 2018 - including images of actors, scenarios etc.
 - Commissioner and Executive Manager approvals ASAP.
 - Agency to deliver full form version 30th April 2018. Cut down versions 3 x 30 seconds for social media and SRT CC files to be delivered by 7th May 2018. We will require regular updates within this period for checkpoints on progress.
-

BUDGET

We anticipate a guide of \$75,000-80,000 budget (not including GST) for this video, including long form, and 3 x 30 second social media clips.

STAKEHOLDERS

For general enquiries:

S 22

Office of the eSafety Commissioner

Ts 22

E

S 22

Office of the eSafety Commissioner

Ts 22

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ANY OTHER RELEVANT INFO

Branding as per existing website and Hero Video 1/Aspirational series closing screens. The Call to Action at the end of the HV2 video will change, however. Final call to action is to be advised as soon as possible.

ANY OTHER CONSIDERATIONS

As discussed above, this project is designed to encourage a broad audience of older Australians to understand the benefits of and become more engaged with digital technology, and this phase is focusing on other communities, including Aboriginal and Torres Strait Islander peoples and CALD communities. Whilst none of our course materials will be designed to be exclusive to any group or community, we will need to focus our attention to the specific needs these groups have in relation to digital literacy. It is critical that Hero Video 2 has a diverse cultural focus.

E-Safety 2
Concept 2 - All The Times You Didn't Have To Ask

Department	Description	Quantity	Alt/Unit	Unit	Unit price	Cost	Mark-Up %	Margin	Total
	Tripolete - CALD Languages - Arabic, Mandarin, Cantonese, Vietnamese, Greek	2	5	Language	1,500	15,000.00	0	0.00	15,000.00
	VO articles - Mandarin, Cantonese, Vietnamese, Greek	2	500	Talent	500	2,500.00	20	500.00	2,500.00
	VO articles - Arabic	2	500	Talent	1,000	2,000.00	20	400.00	2,400.00
	Studio + Engineer	2	10	Hour	250	500.00	20	1,000.00	5,000.00
	Sub-total for expense								22,900.00
							Total Schedule		22,900.00

Attachment B – RFQ Response Schedule



breakthrough
E-Safety 2 - Concept 2
All The Times You Didn't Have To Ask

Deliverables: 1 hero video (~2 mins) and 3 x 30 sec social media cut-downs

Week	Date	Action
	W/C 15 th of Jan	17 th of Jan – CLIENT SIGN OFF
1	W/C 25 th of Jan	Interviews and hiring
2	W/C 5 th of Feb	Interviews and hiring
3	W/C 12 th of Feb	Interviews and hiring
4	W/C 19 th of Feb	- Casting producer starts - Casting - Submit for casting feedback
5	W/C 26 th of Feb	- Casting - Submit for casting feedback
6	W/C 5 th of Mar	- Producer/director starts - Casting - Submit for casting feedback
7	W/C 12 th Mar	Finalise casting, scripting and pre-production
8	W/C 19 th Mar	Pre-production – logistics, call sheets, schedules and recce
9	W/C 26 th Mar	Pre-production – logistics, call sheets, schedules and recce
10	W/C 2 nd Apr	- Filming (2 days)
11	W/C 9 th of April	Full Length Version Offline Edit
12	W/C 16 th of Apr	- Full Length Version Offline Edit - Full Length Version Client review - Full Length Version Client feedback
13	W/C 23 rd of Apr	- Full Length Version Client changes - Full Length Version Graphics - Full Length Version Final mix/grade - Cutdown Version Offline Edit
14	W/C 30 th Apr	- Full length version Delivery - Cutdown Version Offline Edit - Cutdown Version Client review/feedback - Cutdown Version Client changes
15	W/C 7 th May	- Cutdown Version Client review/feedback - Cutdown Version Client changes - Cutdown Version Delivery