Australia Awards
Short Course

2019 – 2022 Delivery

Request for Tender

March 2018
Monday, 19 March 2018

**Australia Awards – Short Course 2019- 2022**

**Request for Tender**


Australia Awards - Short Courses are formal courses of study or training, of less than three months duration, delivered by an approved Australian higher education provider (see Table A, B, C of the Higher Education Support Act 2003) or an Australian Registered Training Organisation (RTO).

The current RFT is separated into four parts:

- Part 1 - Activity Specific Tender Conditions, including the Tender Cover Sheet;
- Part 2 - Standard Tender Conditions;
- Part 3 - Scope of Services for Australia Awards – Africa Short Courses 2019 - 2022;
- Part 4 – Standard Contract Conditions - Subcontractor Agreement.

If your organisation chooses to lodge a Tender it must be submitted on the terms of this document and the attached Parts (together referred to as the **Request for Tender** or **RFT**). Applications close at 11pm (AEST) 20th May 2018.

Organisations submitting Tenders are encouraged to fully inform themselves of the Tender conditions (both Activity and Standard) when preparing their Tenders. Please direct any enquiries to tenders@australiaawardsafrica.org no later than 4 May. Tenders that do not include both the technical and financial proposals will be assessed as non-compliant and may not be provided to the Technical Assessment Panel (TAP) for evaluation.

We look forward to receiving your Tender.

Yours sincerely

Fiona Pakoa
Team Leader
Australia Awards - Africa
### LIST OF ACCRONYMS AND ABBREVIATIONS

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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<tbody>
<tr>
<td>AADP</td>
<td>Australia-Africa Development Program</td>
</tr>
<tr>
<td>ABN/ACN</td>
<td>Australian Business Number/Australian Company Number</td>
</tr>
<tr>
<td>AEST</td>
<td>Australian Eastern Standard Time</td>
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<tr>
<td>AP</td>
<td>Additional Participants</td>
</tr>
<tr>
<td>AQF</td>
<td>Australian Qualifications Framework</td>
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<tr>
<td>ARF</td>
<td>Advisor Remuneration Framework</td>
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<tr>
<td>AUD</td>
<td>Australian Dollar(s)</td>
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<tr>
<td>CV</td>
<td>Curriculum Vitae</td>
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<tr>
<td>DFAT</td>
<td>Department of Foreign Affairs and Trade</td>
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<tr>
<td>HIV/AIDS</td>
<td>Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome</td>
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<td>MC</td>
<td>Managing Contractor</td>
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<tr>
<td>PDF</td>
<td>Portable Document Format (Adobe PDF)</td>
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<tr>
<td>RAP</td>
<td>Reintegration Action Plan</td>
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<tr>
<td>RFT</td>
<td>Request for Tender</td>
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<tr>
<td>RTO</td>
<td>Registered Training Organisation</td>
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<td>SES</td>
<td>Senior Executive Service</td>
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<td>SoS</td>
<td>Scope of Service</td>
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<td>TAP</td>
<td>Technical Assessment Panel</td>
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<tr>
<td>VET</td>
<td>Vocational Education or Training</td>
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PART 1A – ACTIVITY SPECIFIC TENDER CONDITIONS

A. TENDER PARTICULARS

1. **Endorsement:** Short Courses 2019 - 2022 under Australia Awards - Africa

2. **Closing Time:** 11pm (AEST) 20 May 2018

3. **Delivery Address:** tenders@australiaawardsafrica.org

4. **Contact:** tenders@australiaawardsafrica.org

5. **Page Limits:** Technical proposal maximum of ten A4 pages plus annexes, including:
   - i. Detailed course outline – up to ten A4 pages
   - ii. Curriculum Vitae (CV) for each proposed team member up to a maximum of five CVs of no more than three A4 pages per CV
   - iii. Letters of Association and other details of other proposed subcontractors
   - iv. Pastoral Care Plan up to a maximum of three A4 pages

6. **Tender Validity Period:** 6 months from Closing Time.

7. **Information:** Information about Australia Awards is available from the Australia Awards Offices in Pretoria, Nairobi and from the Australia Awards in Africa website (www.australiaawardsafrica.org)

Relevant documents can be accessed via the Australia Awards – Africa website: www.australiaawardsafrica.org

**Please note:** A separate Tender is required to be submitted for each of the described Short Courses in the Scope of Services, pages 36 – 61. While it may be expected that some of the information provided will be repeated in each Tender, this is necessary to fairly assess each course.

Each Tender submitted must be tailored sufficiently to the specifics of each course if it is to be competitive against those potential providers who may only tender for one course.

**ELIGIBILITY TO SUBMIT A TECHNICAL PROPOSAL**

This activity provides Short courses, in Africa and in Australia, by Australian Registered Training Organisation (RTOs) and/or Australian tertiary institutions (Higher Education Act 2003, Table A, B, C). As such this Tender is open to applicants that fulfil those criteria.

B. **SCORE WEIGHTINGS**

Providers will be assessed on the basis of value for money, in a four-step process.

Tenderers should note that as part of its technical deliberations in respect of all the criteria below, the Technical Assessment Panel (TAP) will confer during May – June 2018. The TAP will assess
the technical aspects of the tender. The TAP will have access to the Financial proposal to judge value for money in proposed personnel and reimbursable activities. The financial aspects of the tender will also be assessed separately and contribute to the overall tender score as per Steps Three and Four below. There is no requirement for Tenderers to attend an interview process.

**Step One: Additional Conformity Checking**

The Company will assess tenderers on their responses to the Essential Selection Criteria, including an assessment of Annex 4: Pastoral Care Plan. Tenderers will receive a rating of either suitable or unsuitable on their response to criteria. Tenderers must be assessed as suitable on this requirement in order to proceed to the next stage of assessment. Tenders judged as unsuitable will not be assessed further.

Following the assessment of the essential criteria, the TAP will assess both the technical and financial submissions.

**Step Two: Technical Proposal and Value for Money Assessment**

Technical submissions will be assessed according to the quality of the responses and the weightings indicated against each of the criteria. Each submission will be awarded a score out of 100.

The TAP’s assessment of the technical proposal will account for 75% of overall score using the following formula:

\[
\text{Technical Score} = \frac{\text{Tender’s weighted Technical Score (out of 100)}}{\text{Highest Weighted Technical Score (out of 100)}} \times 75
\]

**Step Three: Relative Total Comparable Cost Score and Value for Money Assessment**

This like-for-like price assessment will represent 20% of the overall score.

Relative Total Comparable Cost takes into account the impact the length of the course has on the cost. It is assumed that the longer the course, the greater the reimbursable and personnel costs. Using the calculation below, the comparable cost is calculated based on an estimate of what the course would cost if it was seven weeks in length (the average number of weeks of a short course).

\[
\text{Management fee} = a \\
\text{(Personnel cost / number of weeks of proposed course)} = b \\
\text{(Reimbursable / number of weeks for proposed course)} = c \\
\text{Comparative total cost} = a + (b \times 7) + (c \times 7)
\]

Note: All Tenders should be based on 25 course participants.

Using this calculation, the comparable cost for courses longer than seven weeks will be lower than the actual cost proposed, whilst the comparable cost for courses less than seven weeks will be higher.
The following formula for the scoring and ranking of Tenders on the basis of price will be used:

Relative Total Comparable Cost Score = Bid Price of Lowest Total Comparable Cost Bid \times 20 
Tenderers Total Comparable Price Bid

**Step Four: Relative Cost of Additional Participants Score**

This like-for-like price assessment will represent 5% of the overall score.

Table 4 asks tenderers to propose costs for additional participants. Tenderers are encouraged to reflect accurately their economies of scale and associated costs which may include additional lump sum payments or per participant charges. Providers are encouraged to demonstrate the flexibility to scale up when required.

As a point of comparison, this criteria considers the costs associated with 5 additional participants (AP), as a percentage of the total (absolute) cost of the tender.

Costs of five additional participants as a percentage of total (absolute) cost = \( \frac{\text{costs associated with five additional participants}}{\text{total (absolute) cost}} \times 100 \)

The following formula for the scoring and ranking of Tenders on the basis of price will be used:

Relative Cost of Additional Participants Score =

\[
\text{Bid Price of Lowest priced relative cost of AP percentage} \times 5 
\quad \text{Tenderers percentage}
\]

If the tender under consideration is unable to accommodate 5 additional participants (i.e. maximum number of additional participants is less than 30) then the tenderer will score a 0 for this criteria.

The final overall aggregate scores will be calculated out of a total score of 100.
TENDER SCHEDULE A – TECHNICAL PROPOSAL

The response to Tender Schedule A must directly address the Selection Criteria, including annexes, with reference to the Scope of Services.

Response to Selection Criteria must be no more than ten A4 pages, plus annexes.

Tenderers will be assessed on the basis of the value of their proposal as described in their response to the technical capacity selection criteria, through the allocation of a score against each of the weighted criteria by the Technical Assessment Panel (TAP).

Tenderers should note:

1. Courses should be developed to accommodate 25 participants. Courses should be flexible enough to allow for additional participants (if required by DFAT); costs of these additional participants, if any, can be specified in table 4 of the Financial Proposal.
2. Some participants will be from English as a Second Language backgrounds so appropriate supplementary English language support should be provided. Any in-person supplemental English language training prior to course commencement should not exceed one week’s duration. This may include the provision of instruction and materials in French and Portuguese.
3. Tenderers must consider in-Africa delivery options for all courses.
4. Tenderers are encouraged to consider a modular approach to courses of more than four weeks duration to differentiate between formal and applied teaching components.
5. Tenderers should consider flexible approaches to ensure courses meet Awardees learning needs. Pre-course engagement with Awardees has been a successful means to establish Awardees learning needs and expectations, in order to accommodate these in the curriculum. Pre-course African visits are only allowable in year 1.
6. A Reintegration Action Plan (RAP) is developed by each awardee attending a Short Course as part of the application process. The plan articulates an area of change which the awardee intends to contribute to upon return to their organisation. RAPs form a central component of the practical teaching and learning approach of Australia Awards – Africa Short Courses, and a means by which providers may offer support and guidance on the applications of course content to awardee organisations. Past experiences have shown that engagement with Awardees’ supervisors and organisations to facilitate acceptance, understanding and co-operation for RAP is an effective means to support successful implementation. Tenderers will be assessed favourably for the ability to deliver a course that results in the attainment of an AQF qualification or another form of formal course recognition.
7. Tenderers are encouraged to establish or build partnerships with African Institutions and centres of excellence, and to actively involve African partners in course design and delivery.
8. Private Sector engagement in course content should be considered as a mechanism to strengthen relevance and development impact and will be considered in the assessment of tenders.

ESSENTIAL SELECTION CRITERIA

All providers need to demonstrate that they have adequate systems in place to ensure successful delivery of the Australia Awards – Africa Short Courses. Tenderers will be assessed by the Company on their responses to the essential criteria, and on the Annex 4: Pastoral Care Plan Template, as having either adequate or inadequate systems. Providers whose responses are
assessed as inadequate may not have the remaining Technical Proposal or Financial Proposal assessed.

With reference to Annex 4: Pastoral Care Plan, describe how the organisation will:

a) Identify potential academic and welfare needs of Awardees and document the mechanisms in place to provide appropriate support,

b) Put in place the necessary management, administrative and logistical support for delivery,

c) Manage critical incidents,

d) Provide support to ensure the equitable participation of Awardees with disabilities; and

e) Ensure appropriate staff are available to manage and administer the course, and oversee pastoral care.

Score: Adequate/Inadequate

Technical Selection Criteria (Total score = 100)

1) With reference to Annex 1 Detailed Course Design, describe how the methodology and approach to course design will (55/100):

   a) Equip Awardees to develop new and useful skills and knowledge in the course subject
   b) Meaningfully engage with relevant private sector organisations through course design and delivery to strengthen relevance and development impact
   c) Determine the English language ability of Awardees, and ensure necessary English Language training and support is provided where necessary
   d) Support Awardees to develop and fully realise an impactful Reintegration Action Plan
   e) Demonstrate the relevance of the course to the African context
   f) Meaningfully engage with African institutions and centres of excellence to ensure optimum relevance to the African context
   g) Develop Awardee ability to i) identify barriers to equitable access of all population groups, particularly women, people with disabilities, and people living with HIV/AIDS, to the benefits derived from development in the relevant sector and ii) to advocate for socially inclusive development practices
   h) Prepare Awardees to become successful leaders, decision makers and advocates though training in leadership, communication, project management, negotiation, and public speaking
   i) Support, monitor and assess the achievements of course participants following the completion of course delivery
   j) Potentially offer recognition, accreditations, or pathways that will be offered as a result of the course

2) With reference to Annex 2 – Curricula Vitae, name up to five of the key teaching staff who will deliver the Short Course. Detail their relevant experience, including experience in the African context. Note: This criterion will include a value for money assessment of the personnel costs. Where personnel costs vary from the DFAT ARF
rates, include a justification of these costs. Where personnel receive DFAT ARF Premium rates, include a justification as per Annex 5 (15/100)

3) Describe how your organisation will contribute to the recognition of Australia as an active partner in Africa’s development. Consider how the capacity built as a result of partnerships with African institutions, positive media coverage or contributions to Australia Awards publicity, or formal diplomacy events could contribute to this recognition (10/100).

4) Describe the qualities your organisation has that will enable them to meet the challenges of the program, and contribute to best practice. Include examples of past achievements (20/100).
   a) Demonstrate flexibility through the ability to respond to and accommodate changes in client requirements, as a result of change in political or economic circumstances
   b) Demonstrate the ability to apply innovations to enhance Awardee learning
   c) Demonstrate a commitment to cost consciousness through actively managing costs and creating efficiencies. Note: this criterion will include a value for money assessment of the tender costs.
   d) Critically reflect on performance, evaluate innovations, document lessons learnt, and develop and implement recommendations within a continuous improvement culture
Annex 1: Detailed Course Outline

Course aims and objectives

- What is the course designed for?
- What will it provide for participants?

Course requirements

- Ideal background / qualification of participants

Pre-Course Engagement Mechanisms

- Methods used to engage Awardees to determine their English Language ability, existing knowledge, learning needs, and expectations in order to modify content to respond to needs

Course contents

- Brief description on what the course is going to cover
- Formal and applied teaching program
- Extension activities including field trips

Course duration

- Up to a maximum of 12 weeks

Course participants

- All courses should be developed for 25 participants. Where it is possible to accommodate a greater number, what is the maximum number of participants per course?

African delivery location and context

- Where?
- Describe the nature of any new or existing partnerships with African institutions and/or delivery partners and their role in the design or delivery of the course.

Course assessment

- Details on assessment and qualification expectations
- Initial and final knowledge test to assess learning for evaluation purposes
- Any recognition, accreditations, or pathways that will be offered as a result of the course

English Learning support approach

- Details of how English language support is built into the delivery

Orientation activities during week 1

- What are the planned activities?
Detailed course content by week

This should also include but is not limited to references to:

- Reintegration Action Plan (RAP) managed through the course
- How extra-curricular activities will build linkages and support a more holistic experience
- How participants will be supported to meet assessment expectations
- Details of experts / lecturers
- Description and purpose of relevant field visits
- How the course will develop the necessary skills for Awardees to become effective decision makers (e.g. leadership, communication, project management, negotiation, and public speaking)
- How social inclusion will be addressed in the context of the course subject, including ensuring equitable distribution of the benefits of development to women, people with disabilities, and people living with HIV/AIDS
- Details on how the course will ensure it is relevant to the African context and a description of potential case studies
Annex 2: Curricula Vitae for up to five Team Members

CVs for each proposed team member, up to a maximum of five CVs of no more than three A4 pages per CV. Submitted CVs should conform with the requirements outlined below:

- The CV for team members must include the following information:
  (a) name and personal contact details (this can be an email address or phone number)
  (b) nationality and if relevant permanent resident status
  (c) professional qualifications, including institution and date of award, and
  (d) details of recent relevant professional and development work experience, including the duration and extent of inputs, with all African experience bolded

- CVs must be signed and dated by the proposed team member and must include the following certification:
  “I, [insert name], declare that:
  (a) The information provided in this CV is accurate and hereby authorise Palladium to make whatsoever inquiries it may consider reasonable and necessary to undertake in the course of the Tender assessment in relation to the information I have provided in this CV or any other matter which may relate to my suitability for the position for which I have been nominated; and
  (b) I am available to participate in the Project in the role in which I have been nominated in the Tender for the period or periods indicated in the Tender”.

- Tenderers are reminded of their duty to ensure that all personnel nominated are available to commence duties as required in the Tender documents. Should any personnel be found to not be available as specified in the Tender, the Tenderer will be found to have submitted a non-conforming tender and may be disqualified on this basis.

- Tenderers must nominate at least two referees who can provide an objective assessment of the quality of relevant and recent work performed by the proposed team member. Referees who can supply character references only are not sufficient.

- Tenderers must ensure that nominated referees do not have an actual or potential conflict of interest when acting as a referee. In particular, Tenderers must ensure that referees:
  (a) are not an employee of, or the holder of a current executive office (or similar position) within the organisation of, or do not have a business in association with, the Tenderer or a subsidiary organisation of the Tenderer
  (b) are not included in the Tender as proposed team members, and
  (c) are not Palladium or DFAT employees currently involved in the delivery of the Australia Awards program in Africa.

- Tenderers must ensure that nominated referees:
  (a) are available to be contacted during the period October and November 2017; and
  (b) are able to provide comments in English.

- Palladium reserves the right to check with nominated referees and with other persons as Palladium chooses, the accuracy of the information and quality of work performed.

In making its final assessment, the TAP or Palladium may have regard to other factors relevant to the suitability, capacity and qualifications of a Tenderer including but not limited to:

- the Tenderer's ability to comply with the Contract Conditions
- the Tenderer's past performance on any non-DFAT project or activity
- the past performance of the Personnel nominated by the Tenderer on any previous DFAT
or non-DFAT project or activity.

(d) information obtained from any source which is relevant to the capacity of the Tenderer to perform the Contract and achieve the Project goals and objectives. Such information may be the result of inquiries made by Palladium, and

(e) the Tenderer’s demonstrated understanding of the cultural environment of the Project. Factors relevant to the final assessment are not allocated any specific weighting.
Annex 3: Letters of Association and other details of other proposed subcontractors

The Tenderer is to provide assurance of the Associate’s corporate commitment and involvement in the Australia Awards – Africa delivery in the form of a single A4 page Letter of Association. Details should also be provided for other work to be subcontracted and proposed subcontractors, where these are reasonably known at the time of Tender and who have made known their willingness to be involved with the activity, limited to a single A4 page per organisation.

Annex 4: Pastoral Care Plan Template

Pastoral Care Plan up to a maximum of three A4 pages which conforms to the format provided below:

**Institutional Welfare Contacts**

<table>
<thead>
<tr>
<th>Contact Details</th>
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<tbody>
<tr>
<td>Name and contact details of institutional contact:</td>
<td></td>
</tr>
<tr>
<td>Name and contact details for 24/7 contact:</td>
<td></td>
</tr>
<tr>
<td>Arrangements in place to deal with out-of-hours emergency calls:</td>
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</tr>
<tr>
<td>Mechanisms by which Awardees will be advised of these contact details:</td>
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</table>

**Accommodation**

For each segment of the course, where will the Awardees stay?
- Single or sharing
- Self-catering or communal kitchens
- Distance from course delivery location

**Airport (Travel to/from course location)**

Details of arrival and departure procedures for Awardees

**Course related travel**

How will Awardees travel from accommodation to delivery location?

Elements of the course that may require other transport i.e. plane or long bus journey

**Administration of Participants Stipend**

How will the stipend be disbursed?

**Catering**

Clear explanation of which meals are and are not provided

**Orientation**

At a minimum the following needs to be shared with the participants. Please indicate how the information will be shared i.e. pre-departure, orientation, web-site, CD ROM, etc. Also indicate who in the organisation will be responsible for the provision of the services, if required.
Australia Awards Short Course – 2019 - 2022 – Request for Tender

<table>
<thead>
<tr>
<th>Support Services</th>
<th>Identified areas of potential need</th>
<th>Information accessed in the following manner</th>
<th>Accountable officer / area</th>
</tr>
</thead>
</table>
| Arriving and Living in delivery location | Climate  
Transport  
Food / shopping  
Accommodation  
Arrival / Departure details  
Visa obligations |                                           |                                           |
| Learning Support                      | Study skills  
Format of assessment  
Contact with staff and peers  
Research  
Access to library  
IT skills |                                           |                                           |
| Health and safety                     | Advice on medical cover  
Mechanisms to access doctors  
What to do in an emergency  
Personal and property safety |                                           |                                           |
| Legal                                 | Understanding of location’s legal system  
Reference to laws of relevance i.e. smoking, sexual harassment, tenancy |                                           |                                           |
| Culture and religion                  | Cultural social norms  
Communication norms  
Religious practises, holidays and access to religious facilities  
Local public holidays observed |                                           |                                           |

Scenario Planning in the case of a Critical Incident
Please attach an institutional protocol for managing a range of critical incidents, including absenteeism and potential abscondees from the course.

Annex 5: Additional Justification for Premium Rates Template
The provider must submit the below template for each personnel receiving rates above the Market Reference Point (e.g. “Premium Rates”) according to the Adviser Remuneration Framework. Each justification must be no more than one page in length.

Name:
Proposed Rate:
Number of Days:

Justification of Premium Rate:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Justification</th>
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</thead>
<tbody>
<tr>
<td>Scarce Skills – Does the personnel have any</td>
<td></td>
</tr>
<tr>
<td>Criteria</td>
<td>Justification</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>scarce skills not available in the market at up to Market Reference Point Rates? Is the Personnel an internationally recognized expert in their field?</td>
<td></td>
</tr>
<tr>
<td>Rates Negotiation – Discuss any negotiation that took place regarding the adviser's rates.</td>
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</tr>
<tr>
<td>Performance Record – Describe instances of outstanding performance which support the application for Premium Rates.</td>
<td></td>
</tr>
</tbody>
</table>

Tender Schedule A must be submitted as a PDF document and must be clearly identified with the Tenderer's name and course title: “TENDERER's NAME – COURSE TITLE - Technical Proposal Australia Awards – Africa Short Courses 2019 - 2022”.
C. TENDER SCHEDULE B – FINANCIAL PROPOSAL

Tender Schedule B must be a fully costed fixed price based on the outputs / inputs as specified in Tender Schedule A, including:

1. Management Fee (Table 1)
2. Short Term Personnel Costs (Table 2)
3. Reimbursable Costs (Table 3)
4. Additional Participant Costs (Table 4)
5. Option Period Escalators (Table 5)
6. Total Tender Costs (Table 6)

The Financial Schedule must contain the information required and adhere to the format detailed in this Clause.

The Financial Schedule will have three (3) purposes:

1. To provide information that will enable Palladium to assess the value for money of the Tender.
2. To provide information that will enable provision to be made in the Subcontractor Agreement with the successful Tenderer for variation to the Agreement in the event that the Project inputs are subsequently varied by DFAT either within the term of the Agreement or to facilitate possible extension to the Agreement term and
3. To provide information that will facilitate subsequent negotiation of the progressive flow of payments to the Subcontractor over the life of the Agreement.

Tenders will outline their costs in the format requested below. All six tables must be completed in order for tenders to be assessed.

Financial proposals will be assessed on two (2) criteria, with a total score of 25. These criteria are:

1. The relative total comparable cost (20/25)
2. The relative cost of additional participants (5/25)

These factors are assessed by comparing the tendered values against those submitted by other tenderers.

Further details of these criteria, and their calculations are included in the score weightings section of Part 1A – Activity Specific Tender Conditions.

Tenderers should note:

- Costs should be based on the assumption of conducting up to one course per year in years 1-3. DFAT will direct Palladium on the courses to be offered each financial year in the prior financial year (e.g. FY2020-2021 courses will be determined by the end of FY 2019-2020). It is possible that a course will not be offered in a given financial year.

General Requirements for Pricing

1. The Financial Proposal must be consistent with the requirements of this RFT.
2. Tenderers must complete the Price Tables as detailed below.
3. Any qualifications or assumptions relating to prices and escalators must be specifically stated.

Management Fees

1. Tenderers must provide details of all Management Fees related to provision of the Goods and/or Services by completing Table 1A (Total Management Fees) and 1B (Breakdown of Management Fees) below.
2. This Management Fee is to manage and deliver the short course and program services, including the available Reimbursable Costs, Award Implementation Costs, Operational Costs, and to provide the Specified Personnel as required in this RFT.
3. The proposed costs of the required Specified Personnel positions, proposed Management Fees, Reimbursable Costs and Additional Participant Costs will be included in cost assessment and comparisons between bidders during the technical, price and value for money assessment for this tender.
4. Tenderers must also provide a breakdown of proposed costs in the following cost item areas of Management Fee. The reason for these costs should be explained in the response to selection criteria, and the breakdowns should be provided in separate table form in the financial proposal, providing rates and inputs if needed, to explain proposed costs:
   i. profits, including commercial margins and mark-up for personnel and project management;
   ii. financial management costs, including the cost of an independent annual audit of the Project and financing costs, if any;
   iii. costs of any Contractor administrative and head office staff if approach identifies any needed, including the proposed cost of a Contractor Representative, if any;
   iv. insurance costs as required by this Contract, but exclusive of the costs of medical insurance for Advisers;
   v. any allowance for risks and contingencies; and
   vi. all other costs not specifically identified (tenderer to specify).

Personnel Costs

2. Tenderers must ensure that all Advisers are assigned a Job Level and Professional Discipline Category in accordance with the Adviser Remuneration Framework.
3. Where personnel costs are higher the ranges specified in the ARF, these should be noted and the reasons for this justified in the notes, and reflected in the skills and experience presented in the relevant Curricula Vitae. Provider must submit additional justification in the form of Annex 5 for any personnel receiving rates above the Market Reference Point.
4. Tenderers should note any positions identified, or proposed that are National (Non-Adviser/ARF) positions must be remunerated as appropriate local labour market rates.
5. Tenderers should use a monthly rate for all inputs that exceed 2 months in duration.
6. Tenderers will be expected to invoice for all personnel costs incurred during pre- and on-award within 60 days from course completion.
7. Tenderers will be expected to invoice for any remaining post-award follow up personnel costs by the due date for Milestone 3.

Reimbursable Costs

Reimbursable costs specified in Table 3 (Reimbursable Costs) above shall be subject to the following conditions:

**For Provider Personnel**

- **Airfares:** airfares to/from Africa are the responsibility of provider’s. Airfares greater than four hours in duration will be reimbursed at business class. All internal African airfares will be reimbursed at economy class travel. In-Australia travel for provider workshops is the responsibility of the provider and will be reimbursed at economy class travel only. Any travel undertaken at cheaper rates (e.g. discount fares) does not entitle the Subcontractor to reimbursement of the cost of any higher class of travel. Travel must be via the most direct and cost-effective route.

- **Hotel accommodation:** All accommodation both in Africa and Australia is the providers’ responsibility. Providers are responsible for all accommodation payments which will be reimbursed at actual reasonable cost incurred as per DFAT non-SES rates. Hotel accommodation costs are expected to include breakfast as part of the room rate. DFAT non-SES rates may be updated from time to time.

- **Travel allowance:** AUD100 per 24 hour period for meals (excluding breakfast) and incidentals.

- **Visa Costs:** directly relating to the Services and for overseas travel purposes only. All visa application processes and costs are the responsibility of the provider.

- **Travel Costs:** directly relating to the Services and for overseas travel purposes only including items such as taxis to/from airport and attending meetings, car hire costs.

- **International Communication costs:** which are directly related to the Services, will be reimbursed to the provider at actual reasonable cost.

**For Awardees**

- **Incidental Awardee travel costs:** any applicable incidental travel costs that are required to be paid up front by participants (such as payment for a visa that must be applied for in the participants home country), will be reimbursed by the provider to the participant, and subsequently reimbursed by Palladium to the provider.

- **Awardee accommodation:** for accommodation in appropriate standard student lodging or equivalent, that includes 24 hour internet access.
Australia Awards Short Course – 2019 - 2022 – Request for Tender

- **Awardee medical insurance in Australia**: approximately at a standard OSHC rate of AUD55 for one month, AUD110 for two months, AUD165 for three months, depending on health insurance provider.

- **Awardee medical insurance in Africa**: provision of comprehensive medical insurance for the duration of the course in Africa.

- **Awardee stipend**: an agreed rate of AUD546 per week per Awardee for meals and incidentals, in both Africa and Australia. However, if board is provided as part of the accommodation the stipend will be reduced accordingly i.e. 40% reduction if dinner provided, an additional 20% of lunch provided and 10% if breakfast provided. If full board is provided Awardees will only receive an incidental allowance of the equivalent of AUD163 a week. Please see example in table below:

<table>
<thead>
<tr>
<th>Breakast Provided</th>
<th>Lunch Provided</th>
<th>Dinner Provided</th>
<th>Full Board Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUD492</td>
<td>AUD437</td>
<td>AUD328</td>
<td>AUD163</td>
</tr>
</tbody>
</table>

**Items not required to be included in the Reimbursable Table 3:**

- **Awardee travel costs**: all airfares in-Africa and between Australia and Africa will be booked in economy class, and will be booked and paid for directly by the Managing Contractor (MC).

- **Visa costs**: directly relating to the course, including in-Africa and Australian visas. All visa application processes and costs are the responsibility of the MC.

Tenders will be expected to invoice for all reimbursable activity costs incurred during pre- and on-award within 60 days from course completion.

Tenderers will be expected to invoice for any remaining post-award follow up reimbursable activity costs by the due date for Milestone 3.

**Tender Price**

- Tenderers must provide a total Tender price comprising the sum of Tables [1 – 3] by completing Table 6 (Tender Price) below.
Table 1A. Total Management Fee

The fixed costs for delivery of the course as outlined in the Scope of Services are to be detailed in Table 1A. A detailed breakdown of the costs are to be detailed in Table 1B. This includes the items listed including relevant insurances including but not limited to; professional indemnity, workers insurance. The fixed costs are not to include personnel costs or any costs outlined in the reimbursable line. Additional items may be added under “other” with an additional line item added clearly detailed what other includes.

Table 1A: Total Management Fee

<table>
<thead>
<tr>
<th>Management Fees</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Total Year 1-3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Management Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Management Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Table 1B: Breakdown of Management Fees

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Cost Year 1 (AUD)</th>
<th>Total Cost Year 2 (AUD)</th>
<th>Total Cost Year 3 (AUD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profits, including commercial margins and mark-up for personnel and project management;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All overheads;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial management costs; including the cost of financial charges;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Management support costs for all nominated personnel;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Costs of Subcontractor administrative and head office staff if any;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security costs for all personnel;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance costs as required by this Contract, but exclusive of medical insurance costs for provider &amp; Awardees;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxation, as applicable;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Costs of complying with the Contractor’s reporting and liaison obligations under this Contract;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Costs, including financial costs and freight, associated with any subcontracting and procurement of goods and services;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any other overheads required to perform the Services in accordance with this Contract;</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Australia Awards Short Course – 2019 - 2022 – Request for Tender

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Cost Year 1 (AUD)</th>
<th>Total Cost Year 2 (AUD)</th>
<th>Total Cost Year 3 (AUD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any costs associated with tendering and subcontracting any services;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any allowance for risks and contingencies.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other: <em>(to be specified and additional line added for each additional costs)</em> Tenderer to add rows as required.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Fixed Management Fee (AUD)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Table 2: Short Term Personnel Costs

The Tenderer is to nominate the positions and personnel required to design, deliver and support the course. There is no limit to the number of positions that a Tenderer may propose. Tenderers must nominate the number of input days required by the proposed personnel for the delivery of each Course. Positions may be either part-time or full-time and may be filled by more than one person.


Where personnel costs are higher the ranges specified in the ARF, these should be noted and the reasons for this justified in the notes, and reflected in the skills and experience presented in the relevant Curricula Vitae. Providers must submit additional justification in the form of Annex 5 for any personnel receiving rates above the Market Reference Point.

The positions listed below are indicative. The Tenderer should propose and cost the positions in line with the Tender response.

Table 2a: Short Term Personnel Costs (ARF/Local labour rate) (Year 1-3)

<table>
<thead>
<tr>
<th>Position</th>
<th>ARF Level &amp; Classification (if applicable)</th>
<th>Personnel Name</th>
<th>Maximum Number of Input Days/Months (per year)</th>
<th>Fee rate per day/month Year 1 (AUD)</th>
<th>Fee rate per day/month Year 2 (AUD)</th>
<th>Fee rate per day/month Year 3 (AUD)</th>
<th>Maximum Amount Payable (AUD) Years 1-3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Course Director</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead Facilitator (Australia)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead Facilitator (Africa)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td>ARF Level &amp; Classification (if applicable)</td>
<td>Personnel Name</td>
<td>Maximum Number of Input Days/Months (per year)</td>
<td>Fee rate per day/month Year 1 (AUD)</td>
<td>Fee rate per day/month Year 2 (AUD)</td>
<td>Fee rate per day/month Year 3 (AUD)</td>
<td>Maximum Amount Payable (AUD) Years 1-3</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>--------------------------------------------</td>
<td>----------------</td>
<td>-----------------------------------------------</td>
<td>-------------------------------------</td>
<td>-------------------------------------</td>
<td>-------------------------------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>Facilitator (Australia)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilitator (Africa)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration and pastoral care (Australia)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration and pastoral care (Africa)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total (AUD)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>C</td>
</tr>
</tbody>
</table>

**Table 3: Reimbursable Costs**

Reimbursable Costs will be paid based on actual costs incurred. The table below should specify the maximum estimated costs that will be incurred in the delivery of up to one course per year, based on 25 participants.

Tenders should note items to be included in Reimbursable Costs to ensure they are not included in the Management Fee structure.

Tenderers should note:
• A pre-course visit will be allowed for in year 1; in year 2 and 3 tenderers should budget for one (1) Africa trip for events and/or a Short Course provider workshop should this be agreed and required.
• The provider should include allowance for up to 2 provider personnel to attend a two-day in-Australia workshop with the Company as a contract kick-off meeting and to clarify pre- and post-course engagement and reporting expectations. This will include provider personnel costs, airfares and accommodation for the two days.
• Tenderers may allow for up to 10% of the reimbursable budget for local partner or associates capacity building activities.
<table>
<thead>
<tr>
<th>#</th>
<th>Item</th>
<th>Total Cost Year 1 (AUD)</th>
<th>Total Cost Year 2 (AUD)</th>
<th>Total Cost Year 3 (AUD)</th>
<th>Total Cost Year 1-3 (AUD)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In Africa</td>
<td>In Australia</td>
<td>In Africa</td>
<td>In Australia</td>
</tr>
<tr>
<td>1</td>
<td>Conducting an in-Africa visit (including airfares to/from Africa and all internal African airfares, accommodation, travel allowance, insurance, in-Africa communication costs, etc. for provider staff participating in the visit)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Participant enrolment fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Facility costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Guest lecturers and other academic input</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Field trip costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Extra-curricular costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Extension support costs (e.g. internet / library access)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Material costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Awardee stipend</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Awardee accommodation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Awardee transfers and transport</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>English language support costs (including pre-departure English testing)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Translation services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Awardee medical insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Other reimbursable costs (please specify, including any media or high-level events associated with the course).</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Participation in SCA kick-off workshop hosted in Brisbane at contract finalisation.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Reimbursable Costs**

E
Table 4. Cost per additional participant to a stated maximum
Information required in Table 4 may be utilised to determine the cost implications of extending the cohort size at the point of selection.

<table>
<thead>
<tr>
<th>Course delivered</th>
<th>Maximum number of participants</th>
<th>Additional cost per participant (AUD)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>In-Australia delivery</td>
<td>In-Africa delivery</td>
</tr>
<tr>
<td></td>
<td>Management Fee</td>
<td>Personnel Costs</td>
</tr>
<tr>
<td>Course Title</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table 6: Summary Information for Financial Assessment
The calculations from the table below will be used to compare the relative costs of the financial submission against other tenders.

<table>
<thead>
<tr>
<th>Management Fees Payable</th>
<th>[insert Year 1-3 total from Table 1A]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>Short Term Personnel Costs</td>
<td>[insert Year 1-3 total from Table 2a]</td>
</tr>
<tr>
<td></td>
<td>C</td>
</tr>
<tr>
<td>Reimbursable Costs</td>
<td>[insert Year 1-3 total from Table 3]</td>
</tr>
<tr>
<td></td>
<td>E</td>
</tr>
<tr>
<td>Tender Price</td>
<td>[insert sum of all Year 1-3 totals from all Year 1-3 Tables for Management Fee, Adviser/Personnel Costs and Reimbursable Costs]</td>
</tr>
<tr>
<td>Number of weeks of the Course</td>
<td>[Insert from technical proposal annex One: Course Outline: Duration *Excludes any optional English training support.]</td>
</tr>
</tbody>
</table>
Tender Schedule B must be submitted as a separate document in PDF format and must be clearly identified with the Tenderer’s name and course title: “TENDERER’s NAME – COURSE TITLE - Financial Proposal Australia Awards – Africa Short Courses 2019 - 2022”.

### PART 1B – TENDER COVER SHEET

<table>
<thead>
<tr>
<th>DETAILS OF ADVERTISED ACTIVITY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Australia Awards – Short Courses – 2019 – 2022 Request for Tender</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DETAILS OF TENDERER</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF ORGANISATION:</td>
</tr>
<tr>
<td>TITLE OF COURSE:</td>
</tr>
<tr>
<td>Address for correspondence:</td>
</tr>
<tr>
<td>Email address:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Details of two professional referees:</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Position:</td>
</tr>
<tr>
<td>Phone number:</td>
</tr>
<tr>
<td>Email address:</td>
</tr>
</tbody>
</table>

### COMPETITIVE NEUTRALITY DECLARATION

The Tenderer has complied with the principles of competitive neutrality in preparing its bid (**publicly owned Tenderers only**).

And I make this solemn declaration by virtue of the *Statutory Declarations Act 1959*, and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

*(Signature of person making declaration)*

Declared at ( ) on the ( ) day of ( )

Before me, *(Title of person before whom the declaration is made)*

### DECLARATION

I, ____________________________ declare that the information contained in this application is true and correct, and understand that giving false or misleading information is a serious offence. I declare that if selected for this activity, *(insert name of organisation)* will be available to commence work in January 2019 for the duration of the assignment as stated in the Subcontractor Agreement and its Scope of Services / Terms of Reference.

I, ____________________________ understand that the financial submission of this Tender is an unconditional offer and fixed for the duration of the Subcontractor Agreement. Any potential Subcontractor Agreement extension will be negotiated using the rates nominated in the financial submission of this Tender.

*(Signature of person making declaration)*  Declared at ( ) on the ( ) day of (2018)
PART 2 – STANDARD TENDER CONDITIONS

1. If the Tenderer finds any discrepancy, error or omission in this RFT or wishes to make any enquiry concerning this RFT, it is to notify Palladium in writing to the contact contained in clause 31 at least ten days prior to the RFT closing date. Where appropriate, answers to any such notices or questions will be given by Palladium in the form of Addenda and will be issued to all tenderers up until five days prior to the RFT closing date.

2. Palladium may amend the RFT at any time prior to the closing date and time, including (without limitation) the Contract Conditions. The Tenderer may rely on no explanation or interpretation of the RFT unless given in the form of Addenda. Such addenda will become part of the Invitation.

3. The information contained in this RFT is not guaranteed with respect to accuracy and completeness and Palladium accepts no responsibility for interpretations placed on the information by Tenderers. Tenderers should submit their proposals based on their own investigations and determinations.

4. The Tenderer is responsible for examining the RFT and any other information relevant to the risk, contingencies and other circumstances having an effect on its Tender which it is responsible to obtain.

5. Palladium reserves the right before closing date and time to extend the deadline for submission of Tenders. In the event that Palladium extends the deadline for submission, it will do so in the form of written Addenda.

6. Palladium may, in its absolute discretion, terminate or abandon the RFT process, or reject Tenders by giving notice in writing to the Tenderers. If Palladium does terminate or abandon the process, it will not be liable for any costs, losses, expenses or damage incurred by the Tenderer as a result of such termination or abandonment.

7. The Tenderer is responsible for all costs incidental to the preparation and delivery of the Tender, or any subsequent stage(s) of the procurement process, including answering any queries and providing any further information sought by Palladium.

8. Palladium reserves the right to:
   a. seek Tenders from any organisation
   b. request clarification in relation to the Tender, or request for additional information, to enable it to make an assessment as to the Tenderer’s technical capacity to undertake the Activity. If the Tenderer fails to submit any information required by Palladium by the date and time stipulated, the Tender may be treated as invalid
   c. publish the name of any short listed bidders on the basis of the documentation received
   d. seek information or negotiate with any organisation that has not been invited to submit a Tender.

9. No legal obligations or agreement whatsoever is intended to be or is created between Palladium and the Tenderer by virtue of this RFT (including but not limited to statements contained in this RFT or its Addenda) unless and until contract negotiations are completed and a formal written agreement acceptable to Palladium is entered into and executed by an authorised officer of the successful Tenderers.

10. The Tenderer acknowledges and agrees that Palladium, its employees, agents and advisers are not, and will not be responsible, or liable for the accuracy or completeness of any information contained in the RFT or any Addenda.
11. The Tenderer must warrant that it has not engaged in collusive or anti-competitive practices with any other tenderers in the preparation of the Tender.

12. The Tenderer’s proposal will be valid for the Tender Validity Period specified on p. 1.

A. ELIGIBILITY CRITERIA

13. To be eligible as a Tenderer, your organisation must be an approved Australian higher education provider (see Table A, B and C of the *Higher Education Support Act 2003*) or an Australian Registered Training Organisation.

B. LODGEMENT OF TENDERS

14. It is the responsibility of the Tenderer to ensure that the documentation is received at Palladium by the closing date and time prescribed in this RFT. A Tender lodged after the closing date and time is a late submission.

15. A late submission will normally not be considered unless it can be demonstrated by the Tenderer that without force majeure, the documentation would have arrived at the tender point by the required date and time as prescribed in this RFT. Palladium may allow a late Tender to be assessed at its absolute discretion.

16. Palladium will not consider or entertain any queries about a decision to assess or reject a late Tender.

17. Tenders are to be in English.

C. CONFORMING TENDER

18. The Tenderer must submit as part of the RFT process a Technical Proposal and Financial Proposal that meets the criteria as outlined in Part 1A.

19. The Tender is to be endorsed in the form of a Tender Form as outlined in Part 1B, with confirmation that the Tenderer has allowed in its Tender for the requirements contained in all Addenda issued to Tenderers. Each Addendum to be identified by its number and date of issue in the Tender Form.

20. The Tenderer must also provide a completed tender summary matrix in the format provided in Part 1C.

21. If the Tenderer is a firm, it is to provide:
   a. the name and address of the Authorised Executive Representative
   b. the name of the company or corporation, the address of the registered office and the ABN / ACN.

D. ASSESSMENT

22. Tenders must comply with the requirements in this RFT. Failure to include all required information may result in rejection of the Tender by Palladium, on the basis of non-compliance.
23. The Technical Proposal must:
   a. indicate the Tenderer’s nominated contact person on the front page
   b. be in a type font of no less than 12 points
   c. be in a single column format
   d. be ten A4 pages or less in length plus Annexes

24. Palladium’s selection process is conducted on a commercial-in-confidence basis in accordance with Commonwealth Government and DFAT Procurement Guidelines. It will assess through a Technical Assessment Panel ‘TAP’ the merit of the Technical Proposal submitted to ensure that it meets its requirements as set out in this RFT. The TAP will also assess the Tender having regards to the Selection Criteria as contained in Part 1A.

25. It is Australia Awards policy not to reveal the names of TAP members in view of confidentiality of the TAP’s proceedings and TAP members participate on that basis. TAP members are required not to make contact with or to discuss deliberations of the TAP with third parties.

26. Palladium shall not be bound by any oral advice given or information furnished, but shall be bound only by written advice or information.

27. Palladium reserves the right, in its sole and absolute discretion, to:
   i. require any proposed members of personnel to be available to be interviewed by the TAP or Palladium authorised personnel in order to assess their capability, commitment and understanding of the activity
   ii. reject any proposed team members in any Tender
   iii. require the Tenderer to propose another team member of appropriate experience and expertise in the team member’s place if any proposed team members are rejected
   iv. take into account in assessing Tenders, past performance of the Tenderer and proposed personnel members:
      a) as a contractor, consultant or subcontractor on previous projects
      b) as an associate of a contractor, consultant or subcontractor or as a joint venture partner on previous projects, and
   v. seek reference from third parties in respect of the Tenderer’s previous projects or contracts and to take these references into account in the Tender assessment.

E. ACCEPTANCE

28. Palladium is not bound or required to accept any Tender.

29. Tenderers may be required to provide certification to Palladium that it has satisfactory financial management and control systems in Australia with the capability to administer any claim for payment, reimbursement or expenditure acquittal.

30. Palladium may reject a Tenderer and consider others, in circumstances where, upon accepting a Tender and during the contract negotiation / finalisation period:
   i. key members of the proposed team are withdrawn or substituted or
   ii. the preferred Tenderer and Palladium fail to agree on modifications or later alterations to the scope of the Tender to meet Palladium specific requirements.
F. FURTHER REQUIREMENTS

31. If intending to lodge a Tender on the basis of a joint venture, the Tenderer must include detailed information on the proposed joint venture and the manner in which it will meet the selection criteria.

G. COMPETITIVE NEUTRALITY

32. Competitive neutrality requires that government business activities do not have net competitive advantages over their private sector competitors simply as a result of their public ownership. Publicly owned bidders are required to formally declare that their bid complies with competitive neutrality principles. These principles include:
   i. the activity’s full costs like depreciation and costs of capital
   ii. any in-house activity does not enjoy regulatory advantages
   iii. actual, or equivalent, taxation arrangements are put in place, and
   iv. there is an appropriate rate of return.

   More information on the application of competitive neutrality can be found at the following internet web site at http://www.dofa.gov.au and http://treasury.gov.au.

H. ENQUIRIES

33. All enquiries must be directed to the following email address in writing:

    tenders@australiaawardsafrica.org

    Thank you for your interest in this Tender. We look forward to a rewarding and successful working relationship with you.
Part 3 - Scope of Services for Australia Awards – Africa Short Course 2018 - 2022

AUSTRALIA AWARDS AFRICA

SCOPE OF SERVICES

Australia Awards – Africa Short Course 2018 - 2022

BACKGROUND

The Australian Government’s aid program reflects Australia’s values, and commitment to reducing poverty and lifting living standards through sustainable economic growth. The aid program has a strong focus on performance, effectiveness, accountability, results and value-for-money.

The Australian Government’s prestigious Australia Awards is a significant component of Australia’s aid to Africa. Awards offer the next generation of African leaders an opportunity to undertake study, research and professional development to build capacity and leadership skills, in order to contribute more effectively to their countries’ development.

Australia Awards provides African students with access to Australia Awards Scholarships and Australia Awards - Africa Short Courses. Australia Award - Africa short courses are formal courses of study or training, of less than three months duration, delivered by an approved Australian higher education provider (see Table A, B, C of the Higher Education Support Act 2003) or an Australian Registered Training Organisation (RTO). Courses must be:

• accredited for delivery within an approved Australian Qualifications Framework (AQF) award program, or

• approved in accordance with State specific legislative framework for Universities, or

• able to provide a formal Statement of Attainment in relation to a skill or competency covered by Australia nationally-registered Vocational Education or Training (VET) material; or custom designed to meet the specific requirements of this tender and the identified needs of the participants while including as much content as practicable of Degree programs recognised under the AQF.

Australia Awards - Africa short courses will be offered only in areas where Australia is acknowledged as having world-class expertise and where partner governments have explicitly requested assistance:

• Mental Health Care Management in Public Health Context

• National Security

• Planning Monitoring and Implementing Extractives Investment

• Public Risk and Stakeholder Engagement

• TVET Leader Development

• TVET Trainer Development

• Climate Change Adaptation

• Integrated Regional and Transnational Water Resource Management
OBJECTIVES OF THE ACTIVITY
The objective of the Australia Awards - Africa Short Courses program is to contribute to economic and social development in Africa, while promoting Australia as an active partner in African development.

The program provides Awardees with the knowledge, skills and networks to design and implement improvements that will contribute to their organisations’ effectiveness in fulfilling operational mandates. Skills learnt through the program will correspond to recognised skills gaps in each sector and be directly applicable to African commercial and economic contexts. Awardees should also gain a greater understanding of Australia, and have the opportunity to develop links with Australians, other Awardees, and relevant professional institutions and organisations in Australia and Africa. Through this, Australia Awards aims to build an engaged and influential global network of leaders, advocates and change markers.

SCOPE OF SERVICES
It is anticipated that approximately 225 - 300 Australia Awards - Africa short courses will be available each year from 2019 to 2022 (See Table 1 for more details). However, Australia’s aid program may vary the number of courses being delivered and the number of participants will be dependent on Australian Government policy and budget priorities as well as partner Government demand. A flexible approach is required to accommodate this. It is anticipated that each course will have 25 participants. Courses in bold are part of this tender offering. The remaining courses have previously been tendered.

<table>
<thead>
<tr>
<th>Sector</th>
<th>Short Course Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extractives</td>
<td>Planning Monitoring and Implementing Extractives Investment</td>
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<td></td>
<td>Managing Mine Closures</td>
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<tr>
<td></td>
<td>Local Economic and Social Development in Extractives</td>
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<tr>
<td></td>
<td>Mineral and Energy Economics</td>
</tr>
<tr>
<td>Health</td>
<td>Mental Health Care Management in Public Health Context</td>
</tr>
<tr>
<td>Agriculture</td>
<td>Agribusiness</td>
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<td></td>
<td>Irrigation and Water Resources Management for Agriculture</td>
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<td></td>
<td>Increasing the Development Impact of Agricultural Research</td>
</tr>
<tr>
<td>Education</td>
<td>TVET Leadership Development</td>
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<tr>
<td></td>
<td>TVET Trainer Development</td>
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<tr>
<td>Public Policy</td>
<td>National Security</td>
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<tr>
<td></td>
<td>Public Risk and Stakeholder Engagement</td>
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<tr>
<td></td>
<td>Climate Change Adaptation</td>
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<td></td>
<td>Integrated Regional and Transnational Water Resource Management</td>
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<tr>
<td></td>
<td>Ocean Management – Sustainable Fisheries and Governance</td>
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<tr>
<td></td>
<td>Trade Policy and Negotiations</td>
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<tr>
<td></td>
<td>Public-Private Infrastructure Partnerships</td>
</tr>
</tbody>
</table>
Eligibility
Australia Awards – Short Courses are offered to mid to senior-level professionals employed in a policy, practice, research or reform role for a line ministry or other relevant government agency, civil society organisation and private sector companies. Awardees will be mobilised to Australia under DFAT sponsored student visas (subclass 500). At least half of the Awards are available for female applicants. People with disabilities will be encouraged to apply, and reasonable adjustments will be made to ensure they can equitably participate and benefit. The Australian Government will select the participants for each course through a competitive approach across eligible countries.

Participants will come from a range of Anglophone, Francophone and Lusophone language backgrounds, therefore appropriate supplementary English Language support needs to be considered especially for the Francophone and Lusophone countries. Any in-person supplemental English language training prior to course commencement should not exceed one week’s duration.

Countries eligible for Africa Short Courses in 2019 are expected to be:

*eligible for in-Africa delivery only

The list of eligible countries will be reviewed annually.

Course Design Core Principles
The Australia Awards – Short Courses should include:

• a formal teaching program - focusing on key concepts and debates that are most likely to be of relevance to all participants. In designing this component of the program, it must be assumed that all participants have at least five years’ work experience (in mid to senior level positions) and have a reasonably good understanding of the subject matter. Thus, although it will be necessary to bring participants up to speed on some core concepts, it will be important to move quickly to more advanced and strategic issues. The emphasis throughout should be on discussion rather than instruction. Formal presentations by current or past experts, especially those with relevant senior policy experience, should be encouraged; as is the use of female lecturers and guest presenters.

• an applied teaching program - focusing on the fundamental work skills required for leadership, communications, improved policy-making and service/program delivery. Where possible, practical skills development, participatory techniques and real-world simulations should be used and participants should be provided a range of tools that they might use to increase their efficiency and effectiveness in their workplaces.

• women’s empowerment and inclusive development - underpinning each course will be a strategic and operational commitment to ensuring the short courses emphasise equity and inclusivity for women and people with a disability. This is especially important as Short Courses will be offered in sectors which are traditionally male-dominated areas of study.

• extension activities – including development of a RAP related to an identified area of organisational and/or workplace change that will be addressed by the Awardee on return to their workplace. Extension activities may also include additional work to be finalised post-Award to obtain a formal qualification. Activities that build linkages with relevant regional African institutions are highly encouraged.

There is a strong preference for courses to result in a formal award or qualification. This can be
through an award under the AQF, a professional certificate certified by the training provider or other alternative mechanisms proposed. Where custom-designed courses are unlikely to be accredited within a full degree, thereby limiting their use as a pathway to a complete degree, consideration will be given for developing two levels of training (basic/intermediate and advanced) within some courses. Where feasible, courses will be designed so that they can be converted into an e-learning resource.

**Duration**

All *formal* and *applied* teaching program components should take no longer than three months to deliver. African countries have strongly expressed the desire for short courses to be between six to eight weeks only. It is preferred that formal and applied teaching components are run sequentially.

Additional time beyond the three-month period may be utilised for extension activities. Each Awardee is required to prepare a RAP prior to attendance at the course, identifying (at least) one area of organisational and/or workplace change that can be realistically undertaken on return to their organisation. The course provider will work to support Awardees in the development and implementation of the RAP.

**Relevance to the Africa Context**

Each course should ensure a balance of Australian and African experiences. Except where noted in the Propose course content, it is encouraged that delivery takes place on both continents, taking into account value for money and appropriate learning outcomes. It is anticipated that each course will maximise exposure to best practice examples, relevant expertise and access to appropriate networks in both continents.

Partnerships between Australian and African universities, organisations and centres of excellence will be encouraged for the delivery of Short Courses, facilitating shared learning opportunities and networking between government, the private sector and civil society. A strong preference will be given to Australian institutions with knowledge and experience of the sectoral context in Africa, and who can demonstrate linkages with African organisations in order to be able to deliver relevant and practical training, particularly in African locations/workplaces.

Except for those courses that are specifically stated to be delivered 100 per cent in Africa, it is preferred that delivery in Africa be restricted to one in-Africa location. In-Africa delivery should be between 25-50 per cent of total course duration. Due to visa regulations, courses delivering in South Africa should restrict the duration of this component to less than 30 days. Throughout the course there should be opportunities for small group work to foster the building of relationships and sharing of experience between participants.

**Detailed Description of the Services**

The Services to be provided by the Subcontractor includes:

**Awardee Selection:**

1. Assist in the development of promotional and advertising materials for the program
2. Participate in selection panels for Awardees

**Build links with African Partners:**

1. Seek out and develop partnerships with African institutions, centres of excellence and private sector entities actively involved in sectoral areas.
2. Develop mechanisms to promote two-way capacity building between Australian and African organisations.
3. Actively promote Australia Awards through partner organisations.

**Short Course Design:**

1. Provide the design of a course covering the contents as per Annex 1, to the Managing Contractor (MC) for approval no less than one month prior to Awardee mobilisation.

2. Involve relevant external Australian and African organisations in course design. Course providers are encouraged to utilise skills of relevant private sector entities in the design and delivery of courses.

3. All courses are expected to include substantial practical components, preferably delivered in both Australia and Africa, and ensure that the theoretical aspects are suited to a reasonable range of expertise and experience across course cohorts.

4. Each course will include training on a range of “soft skills” such as program management, organisational management, leadership and public speaking. In addition, they will contain a more cross cutting development component to provide Awardees with a broader set of skills and appreciation for gender equity, inclusive development, good governance, ethics and transparency. Examples are below:

<table>
<thead>
<tr>
<th>Gender and inclusivity</th>
<th>Leadership and governance</th>
<th>Ethics and transparency</th>
<th>Industry linkages and networking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social construction of gender</td>
<td>Expectation on leaders</td>
<td>Professional accountability</td>
<td>Engaging stakeholders</td>
</tr>
<tr>
<td>Gender-responsive planning and development</td>
<td>Program management</td>
<td>Establishing personal values</td>
<td>Effective networking and public speaking</td>
</tr>
<tr>
<td>Inclusive recruitment</td>
<td>Building effective teams</td>
<td>Observing individual rights</td>
<td>Understanding linkages between public, private and civil society</td>
</tr>
<tr>
<td>Gender and governance</td>
<td>Project and program governance</td>
<td>Influence of stakeholders</td>
<td>Identifying finance sources</td>
</tr>
<tr>
<td>Gender-sensitive language</td>
<td>Managing risk</td>
<td>Developing transparent workplace culture</td>
<td>Managing grants and project budgets</td>
</tr>
<tr>
<td>Role of men in gender mainstreaming</td>
<td>Dispute resolution</td>
<td>Tools to measure corruption</td>
<td>Corporate motivation</td>
</tr>
</tbody>
</table>

**Reintegration Action Plan (RAP):**

Each Awardee is required to develop a RAP; an individual project focused on one relevant area of change that can be undertaken upon return to their organisations. RAPs should be aimed at contributing to sound policies or practices in Awardee organisations. Responsibilities of the providers are:

1. Develop support materials, including guidelines and templates to guide Awardees through the development of a RAP.
2. Include activities focused on the development of RAPs in course delivery.
3. Provide guidance to Awardees on and actively addressing gender and social inclusion issues within their RAP project.
4. Incorporate mechanisms to ensure RAPs support the organisational goals and development plans of Awardees’ workplaces.
5. Develop and implement mechanisms to support and follow up the progress, implementation, and impact of RAPs via the Alumni Portal.

Pre-Course Engagement:
1. Engage with Awardees no less than six weeks prior to commencement of the course, to assess the appropriateness of the course design, seek feedback on course content and structure.
2. Modifying the course and incorporate innovation on the basis of individual or group cohort needs.
3. Determine English language ability of Awardees
4. Develop disability support plans where required.
5. Develop and distribute a Pre-departure Information Pack, including the detailed course content, information regarding accommodation, entitlements while on Award, course locations in both Australia and Africa, facilities, options and costs for communicating with their home country. The pack should also include guidance on developing a RAP. The Pre-departure Information Pack should be distributed to each Awardee, after obtaining approval from the MC, at least four weeks prior to each Awardee mobilisations for the course.

Logistics and Coordination
1. Management of logistical and administrative inputs in coordination with the MC as per the Activity Cycle in Table 2 below and Implementation Responsibilities in Table 3 below.
2. Provision of all necessary in-Africa visa supporting documentation to Palladium. This should include, but is not limited to Proof of Insurance, Letter of Invitation from African delivery partner and proof of confirmation of accommodation. These documents should be provided to Palladium no less than five weeks prior to the mobilisation date.
3. Provision of approved special needs assistance to selected individuals.
4. Provision of translation services as required.

Progress Report: Short Course Design
1. Submit the ‘Progress Report: Short Course Design’ (template attached in Annex 3) four weeks prior to Awardee mobilisation including:
   (i) A description of the means used to engage with Awardees to determine their training needs,
   (ii) A summary of outcomes from Awardee contact, the modifications made and innovations incorporated into the course,
   (iii) A description of how issues of gender and social inclusion will be incorporated into the program; and
(iv) A copy of the pre-departure information pack and detailed course outline.

**Course Delivery:**

1. Provision of necessary support for Awardees at the delivery location, including meeting and farewelling Awardees at the airport on their arrival and departure, accessible accommodation and meeting facilities, (including 24-hour internet access), stipends, transport and pastoral care.

2. Management of delivery of the Australia Awards - Africa Short Courses including integrating strong gender equality principles and practices, and accommodating the needs, and where needed, putting in place adjustments to ensure fair and equitable participation of any participants with disabilities.

3. Provision of suitable materials, preferably in electronic, and where needed, accessible format, including tools for the Awardees to use on their return to their home country.

4. Assisting each Awardee to develop their RAP for (at least) one area of change that can be undertaken on return to their organisation.

5. Work directly with African Partners to deliver course content and oversee field trips.

6. Manage and report critical incidents as per the pastoral support plans documented in the contract.

**Public Diplomacy**

1. Showcase Australian expertise in key priority sectors.

2. Identify events or ways in which the profile of the Australia Awards program can be enhanced through additional activities, primarily in Africa. Where there are opportunities to promote Australia as a committed partner in Africa’s development, these opportunities should be discussed with the MC, and where agreed upon, implemented in consultation with Australia’s aid program stakeholders.

**Post Course Follow up**

1. Develop mechanisms to engage, support and monitor the progress, implementation, and impact of Awardee RAPs following course completion. This is considered an essential element. Ensure Awardees understand their roles and responsibilities following completion of course.

2. Based on these interactions, provide an assessment on the progress and impact of each Awardees RAPs.

3. Provide an ‘**Evaluation Report**’ (template attached in Annex 3) six month after course delivery:
   (i) Details of course delivery
   (ii) An outline and assessment of the progress and impact of each Awardee’s RAP
   (iii) Evaluation of the overall achievement and outcomes of the course and post course follow-up
   (iv) Lessons learnt from course delivery and post course follow up
   (v) Identification of outstanding alumni
   (vi) Any photos taken during course delivery (including permission from Awardees to use
Monitoring and Evaluation

1. Provide DFAT and the MC with the necessary data, information and reporting to determining the success or otherwise of the course in meeting the intended outcomes.
2. Contribute to the continuous improvement of the course, awardee experience, academic support, and pastoral care through the collection of feedback and implementation of recommendations.
3. Encourage enrolment on the Alumni Portal prior to course commencement and ensure enrolment prior to course completion.
4. Ongoing monitoring of Awardee RAPs and achievements following the course via the Alumni Portal: http://portal.australiaawardsafrica.org/

REPORTING REQUIREMENTS

The Contractor must provide the following reports by the due date, in the format (as per Annex 3) and the number of copies indicated.

1. **Progress Report: Short Course design**
   - Including, as an annex, the Pre-departure information pack provided to Awardees (as per clause 7 of the SoS)
   - Electronic copies in Microsoft Word to the MC
   - Four weeks prior to course commencement

2. **Evaluation report**
   - Electronic copies in Microsoft Word to the MC
   - Six month after course completion

All reports must:
- Be accurate and not misleading in any respect
- Be prepared in accordance with templates provided by Australia Awards (Annex 3)
- Allow the MC and Australia’s aid program to properly assess progress under the Contract
- Not incorporate either DFAT, the Australian aid program or the Subcontractor’s logo
- Be provided at the time specified in this Scope of Service
- Incorporate sufficient information to allow DFAT to monitor and assess the success of the Services in achieving the objectives of the Australian Government’s aid program policy framework.
Table 2: Proposed Activity Cycle

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Define course eligibility per country</td>
<td>DFAT</td>
<td>July 2018</td>
</tr>
<tr>
<td>Commence promotion of Short Course</td>
<td>DFAT/MC</td>
<td>1 August 2018</td>
</tr>
<tr>
<td>Receive applications from potential participants</td>
<td>MC</td>
<td>1 September until 30 December 2018</td>
</tr>
<tr>
<td>Convene Selection Panel</td>
<td>MC</td>
<td>January 2019</td>
</tr>
<tr>
<td>Participate in Independent Selection Panels</td>
<td>DFAT/Providers</td>
<td>February/March 2019</td>
</tr>
<tr>
<td>Finalise participants for courses</td>
<td>DFAT/MC</td>
<td>May 2019</td>
</tr>
<tr>
<td>Contract course providers to deliver Short Courses</td>
<td>MC</td>
<td>by April 2019</td>
</tr>
<tr>
<td>Pre-mobilisation engagement between Awardees and providers</td>
<td>Providers</td>
<td>May – June 2019</td>
</tr>
<tr>
<td>Finalise course design, including any extension activities</td>
<td>Providers</td>
<td>June 2019</td>
</tr>
<tr>
<td>Develop support plans for Awardees with disability</td>
<td>Providers</td>
<td>June 2019</td>
</tr>
<tr>
<td>Mobilise Awardees for courses</td>
<td>MC</td>
<td>From July 2019</td>
</tr>
<tr>
<td>Deliver courses</td>
<td>Providers</td>
<td>From July onwards (starting in August 2018 preferred)</td>
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</table>

Table 3: Implementation Responsibilities

<table>
<thead>
<tr>
<th>Task</th>
<th>Responsibility</th>
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<tbody>
<tr>
<td></td>
<td>DFAT</td>
</tr>
<tr>
<td>1. Contracting</td>
<td></td>
</tr>
<tr>
<td>• Identify preferred Providers</td>
<td></td>
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<tr>
<td>• Approve preferred Providers and agree to proceed with contracting</td>
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<tr>
<td>• Oversee contract implementation</td>
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<tr>
<td>2. Partner Government Contact</td>
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<tr>
<td>• Advise program and selection details</td>
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<tr>
<td>• Finalise participant nominations</td>
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<tr>
<td>3. Short Course Promotions</td>
<td></td>
</tr>
<tr>
<td>• Assist in the development of promotional and advertising materials for the program; provide photo or material generated during the course duration</td>
<td></td>
</tr>
<tr>
<td>• Prepare Detailed Course Outline</td>
<td></td>
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<tr>
<td>4. Build links with African Partners</td>
<td></td>
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</tbody>
</table>
### Task

<table>
<thead>
<tr>
<th>Responsibility</th>
<th>DFAT</th>
<th>Managing Contractor</th>
<th>Training provider</th>
</tr>
</thead>
</table>

### 5. Pre-Course Awardee Engagement

- Seek out and develop partnerships with African Institutions
- Develop a draft course outline and course materials
- Liaise with MC/DFAT on draft course content and pre-course engagement activities
- Liaise with Awardees about content of the draft course and their needs
- Liaise with Awardees about RAP
- Prepare and submit Progress Report

### 6. Course Delivery

- Finalise design and manage delivery of the course
- Liaise with MC/DFAT on final course content
- Provide necessary in-Africa and in-Australia visa supporting documentation to the MC
- Liaise with and update partner governments on arrangements for the course
- Liaise with Awardees regarding travel arrangements to and from Australia and/or to an in-Africa destination
- Liaise with course Awardees regarding on award arrangements (including in-Australia travel)
- Handle Awardee visa requests, including visa fees
- Purchase and distribute air tickets to participants
- Organise appropriate medical insurance for Awardees for the duration of the course
- Advise training provider of travel details for Awardees mobilised on award
- Implement Pastoral Care Plan, including Individual Support Plans for those disclosing a disability, as outlined in the Contract
- Management and reporting of critical incidents as per Pastoral Care Plan
- Reimburse Awardees for expenses incurred pre-mobilisation

### 7. Public Diplomacy

- Identify potential public diplomacy opportunities

### 8. Post-Course Engagement

- Develop mechanisms to provide ongoing support to Awardees in their RAP implementation
<table>
<thead>
<tr>
<th>Task</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Based on ongoing interactions, assess the progress and impact of RAP</td>
<td>DFAT</td>
</tr>
<tr>
<td>• Submit a final evaluation report for the program</td>
<td>Managing Contractor</td>
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<td>Training provider</td>
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<td>X</td>
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</tbody>
</table>
Annex 1: Detailed Course Outline

Course aims and objectives

• What is the course designed for?
• What will it provide for participants?

Course requirements

• Ideal background / qualification of participants

Pre-Course Engagement Mechanisms

• Methods used to engage Awardees to determine their English Language ability, existing knowledge, learning needs, and expectations in order to modify content to respond to needs

Course contents

• Brief description on what the course is going to cover
• Formal and applied teaching program
• Extension activities including field trips

Course duration

• Up to a maximum of 12 weeks

Course participants

• All courses should be developed for 25 participants. Where it is possible to accommodate a greater number, what is the maximum number of participants per course?

African delivery location and context

• Where?
• Describe the nature of any new or existing partnerships with African institutions and their role in the design or delivery of the course.

Course assessment

• Details on assessment and qualification expectations
• Initial and final knowledge test to assess learning for evaluation purposes
• Any recognition, accreditations, or pathways that will be offered as a result of the course

English Learning support approach

• Details of how English language support is built into the delivery

Orientation activities during week 1

• What are the planned activities?
Detailed course content by week

This should also include but is not limited to references to:

- Reintegration Action Plan (RAP) managed through the course
- How extra-curricular activities will build linkages and support a more holistic experience
- How participants will be supported to meet assessment expectations
- Details of experts / lecturers
- Description and purpose of relevant field visits
- How the course will develop the necessary skills for Awardees to become effective decision makers (e.g. leadership, communication, project management, negotiation, and public speaking)
- How social inclusion will be addressed in the context of the course subject, including ensuring equitable distribution of the benefits of development to women, people with disabilities, and people living with HIV/AIDS
- Details on how the course will ensure it is relevant to the African context and a description of potential case studies
Annex 2. PROPOSED SHORT COURSE CONTENT BY COURSE

PUBLIC HEALTH

Health 1: Mental Health Care Management in a Public Health Context

<table>
<thead>
<tr>
<th>Mental Health Care Management in a Public Health Context</th>
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</table>

Target Audience:
This course targets the frontline medical staff like nurses, emergency medics and doctors that interact with different patients on a day-to-day routine.

PROPOSED SHORT COURSE CONTENT

Proposed Content:
The course will include skills development in the following areas:
1. General Mental health care management: principles and practice
2. Mental status evaluation and treatment strategies
3. Classification of mental illness as dictated by the DSM IV, with emphasis on mood, anxiety and psychotic disorders, organic mental disturbances and somatic disorders.
4. The use of various tools to screen and pick early signs for referral, tools for diagnostic, monitoring and evaluation of mental health conditions. The training tools that may be covered include:
   - Brief psychiatric rating scale
   - Clinical global impression
   - Global improvement
   - Positive and Negative Syndrome Scale (PANS) quick score
   - Modified Scale for Assessment of negative symptoms (SANS)
   - Young mania rating scale
   - Hamilton rating scale for depression, Becks depression scale and Montgomery-asberg depression scale
   - Abnormal involuntary movement scale
   - Hamilton Anxiety Rating Scale (HAM-A)
   - The Medical Outcome Study(MOS) 36 item short form health survey (SF -36)
   - Behaviour and symptom identification scale(BASIS-32TM)
   - Global assessment scale
   - Nurse observation scale for inpatient evaluation (NOSIE)
   - Drug attitude inventory (DAI-10)
5. Managing mental health and chronic illness: HIV, geriatric, children, the dying patient and grief management
6. Substance abuse and dependency
7. Mental health-promoting strategies used when working with clients experiencing mental illness
8. Enlisting support systems and referrals for holistic mental health care
PUBLIC POLICY

Public Policy Course 1: National Security

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<thead>
<tr>
<th>National Security</th>
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**Target Audience:**
This course targets public sector and civil society leaders designing, implementing and evaluating national security policy.

**Proposed Content:**
The course will include skills development in the following areas:

- Structural causes and implications of insecurity and terrorism in Sub-Saharan Africa
- Implications of poverty and inequality for security
- Strategies and methods for countering violent extremism and other internal and external threats
- Human Security and Development
- Effective border protection and policing in insecure environments
- Best-practices in peace building and conflict mitigation.
- Refugee and migrant care in insecure environments
- National incident management
- Ethical decision-making in national security
- Gender equality and sexual and gender based violence (SGBV) prevention and response.
- Organisational Planning and Policy Development
  - Public Policy Evaluation & the Policy Process
  - Risk Analysis and management
  - Human Resource skill development
Public Policy Course 2: Public Risk and Stakeholder Engagement

Note: If possible, this course will be delivered entirely in Ethiopia. Tenderers unable to deliver in Ethiopia may propose an alternate in-Africa only delivery location. However, tenderers should note that the first preference of this course is delivery in Ethiopia.

Public Risk and Stakeholder Engagement

Target Audience:
Senior public and private sector risk managers, practitioners, and participants in Private-Public Partnerships

Proposed Content:
The course will develop participant’s skills and knowledge in the following topics:

- Principles of Public Sector governance and risk management
- Organisational planning and policy development
  - Public policy and evaluation & the policy process
  - Public sector risks, including financial planning, asset management and others
- Principles of private-public partnerships, strategic alignment and implementation
  - Understanding business perspectives and drivers for stakeholders – governments, and local companies and investors
  - Legal and other implications
  - Understanding possible engagement outcomes from a public and private sector perspective demonstrated through real-life examples and case studies.
  - Approaches to identify shared interests and developing the business case for partnership and coalition building around shared interests and challenges
- Developing, monitoring and implementing Stakeholder Engagement Plans to effect public policy.
  - How investment, capital and finance fit into the development narrative
  - The development finance mechanisms available to stakeholders
  - Impact investments – defined and explained
  - Identifying and planning concrete stakeholder engagement opportunities
  - Techniques to communicate and engage with stakeholders
  - Building trust and collective problem solving amongst stakeholder groups
- Strategies for managing public risk
  - Analysis and mitigation of risk in public-private partnerships
  - Identifying and combatting corruption, within and without the organisation

Inputs from industry to highlight/demonstrate contemporary industry and government environments/processes and sharing knowledge are a valuable element of this short course.
Public Policy Course 3: Climate Change Adaptation

<table>
<thead>
<tr>
<th>Climate Change Adaptation</th>
</tr>
</thead>
</table>

**Target Audience:**
This course targets public sector and civil society leaders designing, implementing and evaluating climate change adaptation and mitigation policies.

**Proposed Content:**
The course will include skills development in the following areas:

- Estimating climate change risks and the costs and benefits of mitigation and adaptation
- The international framework for co-operation on climate change
- Interpreting international legal frameworks for climate change adaptation
- Theories and evaluation methods for adaptation strategies
- The elements of effective climate change adaptation policies at regional, national and subnational scales, including review of good practices.
- Biodiversity, conservation, habitat management and livelihoods as climate change management strategies, including review of good practices
- Risk mitigation and conservation strategies for primary industries
- Long term approaches to climate change-related disaster mitigation
- Partnerships and collaboration in planning and implementing climate change adaptation measures
- Relationships between adaptation and development
- Application of social inclusion and equity principles to climate change adaptation strategies
- Public Policy Evaluation & the Policy Process
Public Policy Course 4: Integrated Regional and Transnational Water Resource Management

<table>
<thead>
<tr>
<th>Integrated Regional and Transnational Water Resource Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note: This course will be delivered entirely in Africa.</td>
</tr>
</tbody>
</table>

**Target Audience:**

This course is targeted to policy makers designing and implementing water resource utilisation systems at the subnational or national level in partnership with other water agencies.

**Proposed Content:**

- Transboundary and regional water management and governance
- Water planning and allocation, including surface and groundwater
- Water conflict mitigation and institutional mechanisms for inter-state cooperation.
- Multi-stakeholder consultative processes, decision-making and planning including community consultation and conflict resolution for downstream communities
- Negotiating and trading water entitlements Water resources management policy
- Multiple-use planning
- Gender mainstreaming in integrated water resources management
- Climate change and disaster risk reduction in water management including flood modelling and management
- Regulation and compliance of wastewater standards
- Mechanisms for funding or in-kind community labour to ensure ongoing physical water supply
- Evaluation of policy scenarios with respect to environmental sustainability, social inclusion and economic efficiency.
- Applying Geo-information science to water management and analysis.
- Hydrological data, management information systems and modelling
- Environmental flow allocations with the environment as a water user
- Water asset management and lifecycle analysis

Inputs from industry to highlight/demonstrate contemporary industry environments/processes and share knowledge are a valuable element of this short course.
EXTRACTIVES

Extractives Course 1: Planning, Monitoring, and Implementing Extractives Investments

<table>
<thead>
<tr>
<th>Planning, Monitoring, and Implementing Extractives Investments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Target Audience:</strong></td>
</tr>
<tr>
<td>Managers and professionals in ministries, civil society and the private sector designing and implementing extractives investments.</td>
</tr>
<tr>
<td><strong>Proposed Content:</strong></td>
</tr>
<tr>
<td>The course will develop participants’ skills and knowledge in the following ways:</td>
</tr>
<tr>
<td>• Understanding the life-cycle of a large-scale investment including planning, principles of financial forecasting and preparation</td>
</tr>
<tr>
<td>• Feasibility studies of extractives investments</td>
</tr>
<tr>
<td>• Developing and maintaining effective partnerships between government, stakeholders and communities</td>
</tr>
<tr>
<td>• Negotiating investment contracts</td>
</tr>
<tr>
<td>• Developing legal frameworks governing large scale extract investments</td>
</tr>
<tr>
<td>• Linking extractive investments to country national development plans</td>
</tr>
<tr>
<td>• Monitoring and managing the implementation of the investment</td>
</tr>
<tr>
<td>• Enhancing core leadership, negotiation and mediation skills</td>
</tr>
<tr>
<td>• Identifying and combatting corruption, within and without the organisation</td>
</tr>
<tr>
<td>• Broader organisational management competencies to include project management; implementing change and public speaking; report writing; budget planning and review; workforce planning and management.</td>
</tr>
<tr>
<td>• Addressing cross cutting development issues (community engagement, gender equity, inclusive development, ethics, transparency and environmental responsibility)</td>
</tr>
<tr>
<td>• Inputs from industry to highlight/demonstrate contemporary industry environments/processes and share knowledge are a valuable element of this short course</td>
</tr>
</tbody>
</table>
EDUCATION

Education 1: Technical and Vocational Education and Training (TVET) Leadership Development Program

<table>
<thead>
<tr>
<th>Technical and Vocational Education and Training (TVET) Leadership Development Program</th>
</tr>
</thead>
</table>

Target Audience:
This short course is targeted at TVET institutional leaders and policy makers who strive to improve the quality and equitable accessibility of skills development programs. The program objective is to enhance the leadership and program management capabilities of leaders in the TVET space.

Proposed Content:

1. **Leadership, administration and Management skills:**
   - Institutional administration including financial planning and management; asset management; procurement of consumables; human resource management; and student records management systems
   - Skills assessment, accreditation and engagement of teachers and trainers
   - Professional development for teachers and trainers
   - Risk management strategies to minimize corruption
   - How to initiate and lead TVET activities and capacitate potential leaders to become change agents
   - Designing and implementing TVET governance and organisational structures and effective management regimes for TVET institutions.

2. **Labour Market and Planning Systems Design for TVET:**
   - Conducting local labour market needs analysis.
   - Linking training activities to employment and employability.
   - Regulation and quality assurance models for TVET training programs

3. **Stakeholder Engagement and Shared Value approaches for TVET:**
   - The role of industry in shaping competency based curriculum and developing and monitoring quality assurance frameworks for delivery and assessment
   - Best practices in TVET procurement via subcontracting or grants to non-profits.
   - Engaging and involving stakeholders in the private sector and civil society.
   - Best practices in apprenticeship and workplace based training models
4. **Policy and Implementation:**

- Guidance for development and implementation TVET programs in communities including policy and feasibility analysis, monitoring and evaluating of programs
- Business ethics and ensuring ethical and sustainable practices in informal businesses
- Entrepreneurial learning, enterprise skills, employment skills and employability
- Strategies for gender equity and social inclusion within TVET.

Inputs from industry to highlight/demonstrate contemporary industry environments/processes and share knowledge are a valuable element of this short course.
### Education 2: Technical and Vocational Education and Training (TVET) Trainer Development Program

<table>
<thead>
<tr>
<th>Technical and Vocational Education and Training (TVET) Trainer Development Program</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Target Audience:</strong></td>
</tr>
</tbody>
</table>

This short course is targeted at TVET trainers and teachers to enhance teaching skills and learning outcomes.

**Proposed Content:**
- Contemporary issues in TVET within the African context
- Working effectively in vocational education and training as a manager and leader
  - Communication with and within the institutional bureaucracy
  - Maintaining ongoing self-directed professional development
  - Effective time management
- Engaging with stakeholders in a competency based training environment
- Core vocational and skills development of teaching strategies appropriate to the training context, including developing effective lesson plans.
- Foster and promote an inclusive education learning culture
- Plan and organize effective group based learning
- Ensure a safe and healthy learning environment
- Personal understanding and interpersonal communication with respect to diversity
- Teaching literacy and numeracy
- Understand the characteristics of a competency based training system
- Facilitate individual and workplace based learning with a focus on effective outcomes
- Values and ethics in TVET instructional design and development for learning programs
- Values and ethics in teacher and trainer perceptions and behaviour, including respecting diversity, using institutional resources appropriately and effectively and applying fairness and accountability in all student assessment and marking
- Design, plan, implement and evaluate reliable assessment tools and strategies

Inputs from industry to highlight/demonstrate contemporary industry environments/processes and share knowledge are a valuable element of this short course.
Annex 3: Short Course Reporting Templates 2018 - 2022

The following guidelines provide the minimum details required to comply with the milestone reporting requirements of the Short Course Program in 2018 - 2022. Reports should be structured as per the templates described and incorporate sufficient information to allow DFAT and Australia Awards to monitor and assess the outcomes of the Award activities. The reports should demonstrate an understanding of the African development context, flexibility in developing responses to identified issues as they arise, and ways of engaging productively with stakeholders. Where appropriate please include web links to websites that have been developed for post-course support. Reports may be reasonably revised by Palladium from time to time.

**Reporting Milestone One: Africa Short Course Design Report**

Due four weeks prior to course commencement.

1. **Awardee Support** *(Please describe the following):*
   1.1. Methods used to engage awardees prior to the course, noting any significant findings from pre-course engagement (for course design)
   1.2. Methods used to determine English language ability and subsequent support that will be offered
   1.3. If applicable, how you will ensure awardees who have disclosed a disability can participate effectively in the course.

2. **Course Design** *(Provide specific details of how the following elements have been considered in the course design, including):*
   2.1. Methods to develop Awardees’ relevant skills and knowledge (Course Methodology)
   2.2. Involvement of partners in course delivery and design. Detail any planned capacity building because of the partnership.
   2.3. Course Logistics (Stipends, Accommodation, Venues, Transport, pastoral care)
   2.4. Expected course outcomes (please relate these to Australia Awards – Africa program outcomes)
   2.5. Support to develop and implement the RAP
   2.6. Approach to integrating a social inclusion focus to course content (Including gender, disability and HIV/AIDS)
   2.7. Approach to preparing awardees to become successful leaders
   2.8. Approach to Post course support

3. **Public Diplomacy and Media Opportunities**
   3.1. Identify any potential opportunities to showcase Australia’s expertise in key priority areas, or promote Australia as an active partner in Africa’s development
   3.2. Field Visits and other action orientated activities provide good opportunities for photos to feed promotional activities. Are there any points in the course delivery where a photographer could be involved?
   3.3. With consideration of course delivery locations, detail any suggested activities during course delivery where representatives from DFAT Posts of DFAT Scholarships branch could be invited to participate?

4. **Matters pending decision by Australia Awards – Africa** *(please provide a summary of issues that require decision and/or follow-up by the program)*

5. **Projected course expenditure per Forecast against Contract Template**

Annex A: Awardee Pre-Departure Pack

Annex B: Detailed Course Design Outline
1. **Course Outputs**
   1.1. Detail the number of Course participants, and their results in the table below

<table>
<thead>
<tr>
<th>Number of Participants Enrolled</th>
<th>Number of participants who satisfied all assessment requirements</th>
<th>Progress on RAP planning and implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.2. Details of participants who did not satisfy assessment requirements or complete the course and the reasons for this

1.3. Details of the qualifications awarded (or to be awarded) if relevant

1.4. Details of any critical incidents

2. **Summarise course delivery, and briefly evaluate this by summarising better than expected, unsuccessful or unexpected outcomes arising from:**

   2.1. Course methodology and content

   2.2. Logistics

   2.3. Field trips (please provide a summary of field trips in the following table):

<table>
<thead>
<tr>
<th>Organisation and Field Trip location (place)</th>
<th>Organisation Type (i.e. private, public, civil society)</th>
<th>Field Trip description (summary)</th>
<th>Stakeholders involved and role</th>
<th>Outcomes of the Field trip</th>
</tr>
</thead>
</table>

2.4. Guest lecturers (please provide a summary of guest lecturers in the following table. Pen portraits of guest lecturers, if provided, should be annexed):

<table>
<thead>
<tr>
<th>Country</th>
<th>Lecturer Name</th>
<th>Organisation</th>
<th>Lecture topic/focus</th>
</tr>
</thead>
</table>

2.5. Assessments applied (please provide a summary of types of assessment applied with a brief summative conclusion from the interpretation of Assessment results)

2.6. Any changes (from Milestone 1 reports) to the process and support provided to refine and finalising the RAP during the course (please provide RAP details as per the following table):

<table>
<thead>
<tr>
<th>Awardee Name</th>
<th>RAP Title</th>
<th>Employer</th>
<th>RAP Submitted/ Not Submitted?</th>
</tr>
</thead>
</table>

2.7. Public Diplomacy and media leverage (please reflect on specific events/opportunities in the following table):
2.8. English language and learning support (please provide a brief assessment of actual support provided, and reflect on the outcomes that accrued to Awardees who made use of this support)

2.9. Innovations applied (please reflect on those aspects of delivery that are innovative, have not been previously applied, and describe the improvement that has resulted from it. Ideas for future innovation may also be discussed)

2.10. Lessons Learned (Please use the following categories to detail lessons learnt, and describe how these lessons will be used to improve the course delivery in future):
   - Course delivery methodology (including content)
   - Logistics
   - Field trips
   - Guest lecturers
   - Assessments
   - RAPs
   - Public Diplomacy and media leverage
   - English language and learning support

3. Post Course Support (please detail any changes to your intended approach to Post Course Support as reported in Milestone 1)

4. Matters pending decision by Australia Awards – Africa (please provide a summary of issues that require decision and/or follow-up by the program)

5. Updated Projected course expenditure per Forecast against Contract Template
Reporting Milestone Three: Africa Short Course Evaluation

Due six months after the end of course delivery

1. **Post Course Support**
   1.1. Identify any differences to the reported approach to support and engage Awardees post course that was provided in your Milestone 2 report.
   1.2. Evaluate the approach to post course follow up and support by summarising better than expected results, unsuccessful activities and unexpected results.

2. **RAP Implementation**
   2.1. Using the reporting extract function from the portal, extract all Awardee Reintegration Action Plan (RAPs) from the portal after six months. Next to each RAP comment on and rate the success of the RAP implementation - 1: Successful, 2: Partially Successfully – on track for successful implementation, 3: Partially Successfully – some objectives will be achieved, 4: Not Successful (Please use the following table):

<table>
<thead>
<tr>
<th>Alumni Name</th>
<th>RAP Title</th>
<th>Status of RAP Implementation (1–4)</th>
<th>Reason for non-completion (if applicable)</th>
</tr>
</thead>
</table>

2.2. Provide the enablers to RAP implementation
2.3. Provide the challenges to RAP implementation

3. **As a result of post course engagement, where possible provide examples of:**
   3.1. Immediate outcomes of the course on the Alumni’s professional life, and their workplaces. Cite specific examples of change (Please use the following table, and provide a reflective summary of tabulated results thereafter):

<table>
<thead>
<tr>
<th>Alumni Name</th>
<th>Country</th>
<th>Alumni engagements in the workplace (summary list)</th>
</tr>
</thead>
</table>

3.2. Identify Alumni who have been promoted, change employment, given increase responsibility, transferred skills and knowledge from Award, presented at conference, participated in committees or working groups, or become “knowledge experts” as a result of participation in the course. Also include any work Alumni may have participated in at the country association and other Australia Awards events. (Please use the following table, and provide a reflective summary of tabulated results thereafter):

<table>
<thead>
<tr>
<th>Alumni Name</th>
<th>Promoted (Yes/No)</th>
<th>Changed Employment (Yes/No)</th>
<th>Increased Responsibility/ New role (Yes/No)</th>
<th>Transferred skills and knowledge (Yes/No)</th>
<th>Conference or seminar presentations (Yes/No)</th>
<th>Committees, proposals, strategic plans (Yes/No)</th>
</tr>
</thead>
</table>


3.3. Identify any links with relevant regional African institutions or professionals. Describe the nature of these relationships.

3.4. Identify any relevant links established between Alumni and Australia institutions, organisations or professionals. Describe the nature of these relationships.

4. Outstanding Alumni

Outstanding Alumni profiles can be submitted at the point of identification. Ideally, outstanding Alumni should be Awardees who can:

- Demonstrate concrete examples of how they are applying the skills and knowledge gained in the course;
- Using the links established on award to the benefit their organization and country;
- Profiles should include specific policies, skills transfer or practices worked on. (Practice refers to: Any contribution made by the Alumni in their area of expertise related to a change in operational approach or technique to job responsibilities. Policy: developing/amending specific plans or frameworks at organisational, national or regional level. Skills transfer: training, coaching or any other such effort made by Alumni to share the Award-acquired skills with others.)

Where stories of this nature are unavailable, nominate Alumni considered outstanding based on their:

- leadership qualities;
- ability to influence and or effect change;
- potential for development contribution on return;
- performance during the course; and/or
- potential for development contribution or potential to make a significant contribution to the Alumni activities on return.

Indicate the reasons why you have nominated the Awardee as outstanding.

For each outstanding Alumni identified, include the following details:

- Name of ‘outstanding’ alumnus/a:
- Country:
- Sex: M / F
- Course:
- Year completed:
- Email:
- Concrete example(s) of the reasons why the Awardee has been nominated as an Outstanding Alumni
- Add quote of Alumnus/a (if interviewed) in response to the following two questions:
  - How has the knowledge and skills you gained in the Africa Short course helped you in the activity nor activities you described?
  - Do you attribute any of your accomplishments to your studies to the short course?

5. Photos

Where possible, photos from course activities or awardees activities post course should be forwarded to Palladium. Original files (vector or JPEG) are preferable. Due to files sizes, photos can be posted on CDs or USBs, or send via Dropbox to staff in Brisbane office. Photos should be labelled in a manner to allow for identification of the occasion.

6. Matters to be raised with Australia Awards – Africa (please provide a summary of issues that require follow-up and/or noting by the program)
Part 4 – Standard Contract Conditions - Subcontractor Agreement

See Appendix 1: Standard Contract Template.
## SUBCONTRACTOR AGREEMENT ("Agreement")

### COVER SHEET

<table>
<thead>
<tr>
<th><strong>Company Name</strong> (&quot;Company&quot;)</th>
<th>PALLADIUM INTERNATIONAL PTY LTD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ABN/Company Number/RN (if applicable)</strong></td>
<td>ABN 23 010 020 201</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>Level 6, 444 Queen Street, Brisbane QLD 4000</td>
</tr>
<tr>
<td><strong>Company Representative Name and Title</strong></td>
<td>Phil Robson, Project Director</td>
</tr>
<tr>
<td><strong>Company Representative Phone/Email</strong></td>
<td>+61 730 258 594 / <a href="mailto:Phil.Robson@thepalladiumgroup.com">Phil.Robson@thepalladiumgroup.com</a></td>
</tr>
</tbody>
</table>

| **Subcontractor Name** ("Subcontractor") | [Click here to enter text.] |
| **Subcontractor's Vendor ID Number (If applicable)** | [Click here to enter text.] |
| **Address** | |
| **Subcontractor's Representative Name and Title** | [Click here to enter text.] |
| **Subcontractor's Representative Phone/Email** | |

| **Project Name** ("Project") | Australia Awards - Africa |
| **Services** ("Services") | The obligations set out or referred to in Annex A. |
| **Client** ("Client") | Department of Foreign Affairs and Trade (DFAT) |
| **Head/Prime Contract date and parties** ("Head/Prime Contract") | 1 April 2016 between DFAT and Palladium International Pty Ltd. |
| **Head/Prime Contract Currency** | AUD |
| **Effective Date of this Agreement** ("Effective Date") | 1 November 2017 |
| **Term** ("Term") | Start: 1 July 2018 |
| | End: 8 July 2020 |

| **Recipient Country** ("Recipient Country") | Africa-wide |
| **Jurisdiction** ("Jurisdiction") | Queensland, Australia |
| **Agreement Currency** ("Agreement Currency") | AUD |
| **Total Agreement Sum** - The total sum to be paid to the Contractor for the Services shall not exceed this amount. If VAT/GST or any similar sales tax is not included, check the box. If any reimbursable expenses are not included, check the box. | Total: [Click here to enter text.]
| | ☑ Total Contract Sum is exclusive of VAT/GST or any similar sales tax
| | ☐ Total Contract Sum is exclusive of any reimbursable expenses |
| **Funding details can be found in Annex B, Part 3.** | |
| **Records Retention Period** ("Records Retention Period") | DFAT - 7 years |
| | Other – If other, please specify: N/A |
| **Payment by** | Electronic Transfer |
| | Other – If other, please specify: N/A |
| **Damage Calculation** | Percentage: N/A % per day |
☐ Not applicable

<table>
<thead>
<tr>
<th>Professional Indemnity Insurance Amount (all sums in AUD)</th>
<th>☐ None</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Agreement Sum</td>
<td>Level of Cover Required (higher of)</td>
</tr>
<tr>
<td>☐ 0 – 10,000</td>
<td>100,000 or 10x Total Contract Sum</td>
</tr>
<tr>
<td>☐ 10,001 – 25,000</td>
<td>200,000 or 10x Total Contract Sum</td>
</tr>
<tr>
<td>☐ 25,001 – 100,000</td>
<td>500,000 or 5x Total Contract Sum</td>
</tr>
<tr>
<td>☐ 100,001 – 250,000</td>
<td>1,000,000 or 5x Total Contract Sum</td>
</tr>
<tr>
<td>☐ 250,001 – 500,000</td>
<td>2,000,000 or 4x Total Contract Sum</td>
</tr>
<tr>
<td>☐ 500,000 – 1,500,000</td>
<td>4,000,000 or 3x Total Contract Sum</td>
</tr>
<tr>
<td>☐ Over 1,500,000</td>
<td>TBD</td>
</tr>
</tbody>
</table>

This Agreement is governed by the laws of the Jurisdiction and the Parties submit to the jurisdiction of the courts of such place. This Agreement constitutes the entire agreement between the Parties. Any prior understanding, representation or warranty of any kind preceding the date of this Agreement is hereby superseded by this Agreement.

Signed for the Company:  
Name:  
Title/Role:  
Date:  

Signed for the Subcontractor:  
Name:  
Title/Role:  
Date:  

TO BE SIGNED FOR THE SUBCONTRACTOR:

The Subcontractor confirms that it has read, understood, and will comply with all the provisions of Annexes C (Part 3), E, and F. Further, the Subcontractor confirms that it will obtain a signed confirmation to the same effect from each individual or entity contracted by the Subcontractor to undertake any part of this Agreement.

Signed for the Subcontractor:  
Name:  
Title/Role:  
Date: 
TERMS AND CONDITIONS

This Agreement is made and is in full force as of the Effective Date between the Company and the Subcontractor. The Company and the Subcontractor are collectively referred to as “the Parties”.

1. BACKGROUND
The Company requires the Goods and/or Services provided by the Subcontractor.

The Subcontractor has represented that it has the necessary expertise and skills to assist the Company.

Based on the Subcontractor’s representations, the Company has decided to engage the Subcontractor to provide Goods and/or Services to the Company.

The Subcontractor has agreed to provide the Goods and/or Services as defined in this Agreement for the consideration and on the terms and conditions contained in this Agreement.

2. ANNEXES, DEFINITIONS, AND INTERPRETATION
Annex A – Details of Representatives and Description of Goods and/or Services
   Part 1 – Details of Representatives
   Part 2 – Description of Goods and/or Services
Annex B – Payment
   Part 1 – Payment Terms
   Part 2 – Invoices and Taxes
   Part 3 – Accounting Records
   Part 4 – Rates
Annex C – Specific Terms and Conditions
   Part 1 – Insurance Requirements
   Part 2 – Special Conditions
   Part 3 – Anticorruption
   Part 4 – Duty of Care
Annex D – Definitions
Annex E – Policies and Procedures
Annex F – Client Terms and Conditions
   Part 1 – Client’s Standard Terms and Conditions
   Part 2 – Client’s Special Conditions

The words used in this Agreement will be defined as set out in the Definitions at Annex D to this Agreement. If any word in Annex D is defined specifically within the Agreement, the definition within the Agreement will be controlling.

Within this Agreement, a reference to this Agreement or another instrument will include any variation, amendment, novation, or replacement of this Agreement or the instrument to which there is a reference.

If there is any inconsistency, whether express or implied from this Agreement or otherwise, between the Client Terms and Conditions (Annex F), the Terms and Conditions of this Agreement, and the Annexes of this Agreement, then the order of these documents as listed in this paragraph shall apply to resolve the discrepancy, ambiguity, or inconsistency subject to any explicit changes to this priority set out in this Agreement.

In case of any ambiguities or inconsistencies in this Agreement not covered by this section, the Client Terms and Conditions, when applicable, followed by the requirement with the higher standard or which requires the higher performance or additional work or obligations will prevail.

3. ADMINISTRATIVE PROVISIONS
No rights or obligations of or services to be rendered by the Subcontractor under this Agreement will be assigned, transferred, or subcontracted to any third party without the prior written consent of the Company not to be unreasonably withheld.

Any modification or amendments to this Agreement will only be made by the mutual agreement of the Parties, in a written document signed by both Parties.
In the event that the Subcontractor consists of more than one entity, then each of those entities is jointly and severally liable for the performance of the Subcontractor’s obligations under this Agreement.

A right under this Agreement will only be waived if the waiver is in writing and signed by the relevant Party. A waiver by either Party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other Party.

Each provision of this Agreement will, unless the context otherwise necessarily requires, be read and construed as a separate and severable provision or part. If any provision or part is illegal, void, invalid or otherwise unenforceable for any reason then that provision or part will be severed and the remainder will be read and construed as if the severable provision or part had never existed.

The following terms and conditions will survive the expiration or termination of this Agreement:

a. Services (penalty portion);
b. Joint and several liability;
c. Survival;
d. Intellectual Property;
e. Promotion and Publicity;
f. Confidentiality;
g. Data Protection;
h. Indemnity; and
i. Insurance and Duty of Care.

4. NOTICES AND DISPUTE RESOLUTION

Notices will be in writing and addressed to the other Party’s Representative at the address specified in this Agreement or such other address as is subsequently notified in writing by the Party.

Notices will be deemed to have been received:

a. If sent by courier or a form of posting requiring confirmation of delivery, the date of such delivery;
b. If sent by regular mail, on the third business day from the date mailed;
c. If hand delivered by 17h00 on a business day in the place of receipt, that business day, and otherwise the following business day in the place of receipt; or
d. If sent by email, delivery as demonstrated by no intimation having been received that the notice has not been received.

The Company and the Subcontractor will use their best efforts in good faith to settle amicably any dispute, controversy or claim in connection with this Agreement.

If no agreeable settlement can be found, the dispute, controversy, or claim shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim, or dispute.

The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English.

Should the claim involve a State, a State-controlled entity, or an intergovernmental organisation, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.

5. SERVICES

Save as otherwise directed in writing by the Company, the Subcontractor will provide the Services during the Term of this Agreement to the satisfaction of the Company and where any part of the Services is approved by the Client such work shall be deemed to be to the satisfaction of the Company.

The Subcontractor will:

a. ensure its Personnel exercise the highest standard of Good Industry Practice;
b. ensure its Personnel are of good fame and character;
c. when necessary, obtain at its cost appropriate visas and work permits for its Personnel and ensure that correct visas and work permits are in place whenever its Personnel are in the Recipient Country or Countries;
d. ensure its Personnel are adequately briefed and understand the environment and culture of the Recipient Country or Countries;
e. notify the Company as soon as it becomes aware of any event, issue or circumstances which may adversely affect the performance of the Services;
f. comply with and ensure its Personnel comply with the provisions of Annex C and any documents referred to in such Annex; and
g. comply with and ensure its Personnel comply with all Legislative Requirements affecting the performance of the Services, including Data Protection Legislation and all Legislative Requirements, official protocols and procedures of the Recipient Country and the Subcontractor's country of registration.

The Subcontractor and its Personnel will at all times:

a. keep accurate, systematic and up to date Records, including all invoices and other financial data and paperwork, relating to the performance of its obligations under this Agreement and in accordance with all requirements of the Head/Prime Contract;
b. retain copies of all Records for the Records Retention Period after termination or expiration of this Agreement;
c. allow all persons authorised in writing by the Company or the Client full access, at reasonable times, to premises occupied by the Subcontractor where the Services are being carried out, or where Records or Project Material are held or are available, and will permit such persons to inspect, audit, take extracts from and copy any information, or Project Material or Records, relating to the Services or the Project or this Agreement generally; and
d. provide all reasonable assistance requested by the Company or the Client for any administrative or statutory review or audit relating to this Agreement, the Goods and/or the Services.

The following additional provisions apply in connection with the Subcontractor’s Personnel:

a. The Subcontractor will ensure the persons in the Personnel List set out in Annex A perform the Services in accordance with the inputs set out in Annex A and the terms and conditions of this Agreement. The Subcontractor will not vary the Personnel List or replace anyone on the Personnel List without the Company’s prior written approval which will not to be unreasonably withheld;
b. All Personnel will be vetted in accordance with Good Industry Practice and the requirements of the Business Partner Code of Conduct;
c. If a person in the Personnel List is unable for whatever reason to complete his/her engagement with the Subcontractor or terminates his/her engagement with the Subcontractor, the Subcontractor will as soon as possible replace that person at its own cost with a person of at least equivalent experience, ability and expertise approved in writing by the Company whose approval will not to be unreasonably withheld and, if required by the terms of the Head/Prime Contract, also approved in writing by the Client;
d. The Company, whether pursuant to a direction by the Client or in its own discretion, may direct the Subcontractor, at the Subcontractor’s cost, to remove any person from the Project or from performing the Services. The Subcontractor accepts that the Company may not be in a position to provide reasons for this direction, and the Client and the Company will not be liable for any claim or costs in connection with the removal;
e. The Subcontractor, by engaging Personnel to perform part(s) of the Services, will not be relieved from any of its liabilities or obligations under this Agreement and will remain responsible for all Personnel and all work which is performed by them; and
f. The Subcontractor and its Personnel will not represent themselves as either the Client or the Company.

If unsatisfied with the quality or any other aspect of any part of the Services or any Project Material, the Company may, at its sole discretion, amend or reject any such part of the Services or Project Material, or request amendment by the Subcontractor and it will give the reasons for such rejection or request for
amendment. If required to do so by Company, the Subcontractor will correct or amend such part of the Services or the Project Material, at its own cost, within the time period that is specified by the Company in writing which will be a reasonable time period under the circumstances.

Where the Subcontractor fails to meet any deadline or milestone for any aspect of the Services, whether due to the rejection of or request for amendment to any part of the Services or Project Material by the Company, or for any other reason save where the Company determines that a Force Majeure Event has occurred, save for where the Cover Sheet to this Agreement states otherwise, the Subcontractor will be liable to pay a penalty to the Company as compensation for the delay.

Where the Company requires the Subcontractor to pay damages, the amount will be a daily rate calculated on the basis of the percentage set out in the Cover Sheet to this Agreement applied to that part of the Total Agreement Sum that relates to the Services in question. The damages will be payable beginning after the day the Services were due up until the Services in question are performed in full in accordance with the terms of this Agreement.

All contact, communication, and dealings with the Client and its representatives in relation to the Project will be through the Company and not directly through the Subcontractor or any of its Personnel unless the Company agrees otherwise with the Subcontractor in writing.

6. HEAD/PRIME CONTRACT
The Subcontractor acknowledges that the Head/Prime Contract requires that this Agreement adequately protects the interests of the Client and ensures compliance with the Client's policies and other requirements.

The Subcontractor accepts, and will follow, and comply fully with, and will assist the Company in complying fully with all the Client Terms and Conditions (Annex F) in relation to itself and the Services or any work undertaken or actions taken pursuant to this Agreement and insofar as such terms and conditions are applicable to the Subcontractor and the Services and in addition to the other terms of this Agreement.

Where the Client Terms and Conditions are amended or updated at any time, the amended or updated version will apply to this Agreement provided the Company has informed the Subcontractor of the amendment or updating.

The Subcontractor will ensure that all its employees, contractors, subcontractors, and Personnel generally are bound by and comply with the terms of this clause.

The Subcontractor acknowledges the right of the Client to:

a. enforce any of the obligations of the Subcontractor under this Agreement against the Subcontractor directly or indirectly;
b. exercise all rights of the Client in the Head/Prime Contract in relation to this Agreement; and
c. exercise all the rights of the Company set out in this Agreement.

7. WARRANTIES AND REPRESENTATIONS
The Subcontractor warrants, represents and undertakes for the duration of the Term that:

a. it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Subcontractor’s obligations under this Agreement;
b. at the Effective Date no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement and that it will use its best endeavours to ensure that no conflict of interest arises in relation to the performance of any aspect of this Agreement;
c. it has full corporate power and authority to enter into, perform and observe its obligations under this Agreement;
d. its Personnel have the necessary experience, skill, knowledge, qualifications, expertise and competence to perform the Services;
e. it has and will continue to have all necessary rights in, and to, the Subcontractor’s software or the third party software or any other materials required to perform the Subcontractor’s obligations under this Agreement;
f. all statements and representations made to the Company by the Subcontractor prior to, or in, this Agreement are to the best of its knowledge, information and belief true and accurate and that it will
advise the Company of any fact, matter or circumstance of which it may become aware which might render any such statement or representation false or misleading;
g. the Subcontractor will immediately notify the Company if at any time it becomes aware that a warranty or representation given by it under this Agreement has been breached, is untrue or is misleading; and
h. where this Agreement is terminated prior to the completion of the Services (for whatever reason) the Subcontractor will supply all necessary information and explanation required by the Company in relation to the Services provided and any software used by the Subcontractor to enable the Company to use and complete the Services.

8. POLICIES AND PROCEDURES
The Subcontractor confirms that it has been made aware of, has read and understood and will comply with in full all the policies and procedures listed or referred to in Annex E.

Where the Subcontractor is notified of any changes in such policies and procedures it will ensure that its Personnel are duly updated.

The Subcontractor will also comply with and follow any Standard Operating Procedures and Guidelines, Procedural Manuals, Safety and Security Plans, or any other policies and procedures for the Project when required to do so by the Company.

The Subcontractor will immediately inform the Company if the Subcontractor becomes aware of any information indicating that any action in breach of the terms of this clause has been committed or may possibly be committed.

The Subcontractor will include the terms and requirements of Annex E in all subcontracts or other contracts the Subcontractor makes in connection with this engagement to ensure that all individuals and other entities contracted by the Subcontractor comply with the terms of this clause.

The Company will be entitled to require the Subcontractor to provide reasonable evidence that it is complying with the obligations in this clause.

9. PAYMENT
In consideration of the Subcontractor providing the Services, the Company will pay the Subcontractor in accordance with the payment details set out in Annex B.

10. PROJECT MATERIAL
The Subcontractor will:

a. ensure the safekeeping and maintenance of the Project Material including being responsible for preserving its integrity and preventing its corruption or loss;
b. not delete or remove any proprietary notices contained within or relating to Project Material;
c. not store, copy, disclose, or use Project Material except as necessary for the performance by the Subcontractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Company;
d. use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete malicious software from its ICT environment;
e. notwithstanding the above, if malicious software is found, cooperate with the Company to reduce the effect of the malicious software and, particularly if malicious software causes loss of operational efficiency or loss or corruption of Project Material, assist to mitigate any losses and to restore the Services to their desired operating efficiency. Any costs arising out of the actions of the Parties taken in compliance with the provisions of this clause will be borne by the Subcontractor except where the source of the malicious software is shown to be the Company;
f. perform secure back-ups of all Project Material and will ensure that up-to-date back-ups are stored at a secondary location, in accordance with any requirements of the Head/Prime Contract, and also in accordance with any other similar rules or procedures of the Company confirmed in writing to the Subcontractor. The Subcontractor will ensure that such back-ups are available to the Company at all times, upon request;
g. ensure that the system on which the Subcontractor holds any Project Material, including back-up data, is a secure system that complies with the requirements of the Prime/Head Contract and any other similar rules or procedures of the Company confirmed in writing to the Subcontractor;

h. where Project Material is corrupted, lost, or sufficiently degraded so as to be unusable when under the control of the Subcontractor, and on written request from the Company:
   i. at the Subcontractor’s expense, restore or procure the restoration of the Project Material as soon as practicable but not later than seven (7) days following the written request from the Company; and/or
   ii. reimburse the Company for all reasonable expenses incurred by the Company in restoring or procuring the restoration of the Project Material.

i. if at any time the Subcontractor suspects or has reason to believe that Project Material has or may become corrupted, lost or degraded in any way, notify the Company immediately and inform the Company of the remedial action the Subcontractor proposes to take; and

j. at the expiration or termination of this Agreement, deliver to the Company or as directed by the Company, all Project Material and other property of the Company and the Client, which is in the Subcontractor’s possession or control.

11. INTELLECTUAL PROPERTY

Any Pre-existing Intellectual Property is the property of the Subcontractor.

In the event the Subcontractor includes any Pre-existing Intellectual Property in any Project Material the Subcontractor will clearly identify such Pre-existing Intellectual Property to the Company and the Subcontractor provides the Company and the Client with a perpetual, non-exclusive, worldwide, royalty-free, transferrable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate the Pre-existing Intellectual Property for the purpose of conducting or completing the Project, any extension or later phase of the Project.

Subject to the above, all Project Material whether or not patentable or subject to copyright, which may be made, written, conceived, or otherwise provided by the Subcontractor or its Personnel in performing the Services, either alone or in conjunction with others, in whole or in part, is work made for hire and is the sole and exclusive property of the Company or the Client if so directed by the Company. The Subcontractor agrees, upon the Company’s request and at the Company’s expense, to provide reasonable cooperation and assistance in the prosecution, defence and maintenance of any Intellectual Property Rights (IPR) relating to any such Project Material. Unless and until covered by Letters of Patent or otherwise disclosed to the public by the Company, the Subcontractor will treat all Project Material as Confidential Information. Upon the completion or termination of the Services, the Subcontractor will promptly turn over to the Company all Project Material developed in the course of providing the Services.

The Subcontractor undertakes to complete and sign all documentation and do all things necessary to evidence ownership and copyright.

The Subcontractor may not publish, exhibit, or lecture on matters directly relating to the Services unless the Subcontractor first obtains the Company’s prior written consent, which will not be unreasonably withheld. The Company and/or the Client specifically reserves the right to use for any purpose, to reproduce, use, and disseminate all or part of any paper written utilising data generated from this Agreement or the Services and any such written paper will be treated as a Project Material.

The Subcontractor will ensure that no part of any Project Material will contain Third Party Material without first obtaining the written permission of the IPR owner to use such data or material and any such data or material will clearly be identified to the Company by the Subcontractor prior to or at the time of delivery to the Company.

12. PROMOTION AND PUBLICITY

The Subcontractor will not, without prior written approval of the Company, make or issue any Promotional Material except to the extent required by law. Prior approval will not be unreasonably withheld.

The Subcontractor will submit the request for approval of Promotional Material at least 30 days prior to the intended publication or promotion. If the Company determines that any amendments are necessary to the Promotional Material, the Subcontractor will make these amendments and submit amended Promotional Material to the Company for approval.
The Subcontractor must ensure that all Promotional Material is accurate and not misleading in any way and complies with all requirements of the Head/Prime Contract.

13. CONFIDENTIALITY
The Parties acknowledge that during the Term of this Agreement the Parties and their Personnel may become acquainted with or have access to Confidential Information and they agree to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to, or use by, any other person, firm, or company. The Parties will ensure compliance with this obligation by their respective Personnel.

The Parties will not disclose or use any Confidential Information except to the extent that such disclosure or use:

a. is strictly necessary for the performance of the Services;
b. is required by Legislative Requirements or is reasonably required for legal proceedings;c. is authorised by prior written approval from the Party who owns the Confidential Information; or

d. already is or comes into the public domain otherwise than through a Party’s unauthorised disclosure or that of any of its Personnel.

The Parties and their Personnel will not use any Confidential Information received otherwise than for the purposes of this Agreement.

The Parties will only disclose Confidential Information to Personnel who are directly involved in the provision of the Services and who need to know the information and the Parties will ensure that such Personnel are aware of, and will comply with, these obligations and will sign any required confidentiality undertakings provided by the Company, the Subcontractor, and/or the Client on request.

If a Party is required to disclose Confidential Information due to Legislative Requirements or legal proceedings, it will provide reasonable notice of such disclosure to the other Party.

The Parties agree that this obligation applies during the Term and after termination of the Agreement.

14. DATA PROTECTION
The Parties agree to take all reasonable steps to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Agreement.

The Parties will:

a. observe the privacy principles in any Data Protection Legislation in the Recipient Country and also the countries of their respective registrations;
b. not disclose, use or hold any Personal Data in breach of any Data Protection Legislation; and

c. indemnify each other and the Client for any Loss due to any breach of any Data Protection Legislation.

To the extent permitted by law, the Parties consent to the holding, processing, and accessing of Personal Data by either Party relating to either Party or its Personnel for all purposes relating to the performance of this Agreement including, but not limited to, transferring such Personal Data to any country or territory.

15. NO EMPLOYMENT OR AGENCY
Nothing contained in this Agreement will be construed or have effect as constituting any relationship of employer and employee between the Company and the Subcontractor.

Nothing in this Agreement will constitute the Subcontractor as acting as an agent of the Company. The Subcontractor will not have any right or power whatsoever to contract on behalf of the Company or bind the Company in any way in relation to third parties unless specifically authorised to do so by the Company and the Subcontractor will not hold itself out as having any such authority.

Nothing contained in this Agreement will constitute a partnership or joint venture between the Company and the Subcontractor.

16. INDEMNITY, DUTY OF CARE, AND INSURANCE
The Subcontractor will indemnify and keep indemnified the Company, and the officers, employees, and agents of the Company, from and against any loss, damages, expenses or costs, including costs of any
settlement, arising from any Claim or any Loss suffered or incurred, including personal injury, death, legal costs and expenses arising from or as a consequence of:

a) a breach of the terms of this Agreement;
b) any third party claims relating to this Agreement;
c) any negligence by the Subcontractor or its Personnel in connection with the Services and/or this Agreement;
d) a breach of warranty or representation, statutory duty, and/or tortious or illegal acts or omissions by the Subcontractor or its Personnel;
e) a claim made against the Company by any Subcontractor's Personnel in respect of any breach of the terms of this Agreement or any Legislative Requirements concerning remuneration, income tax, worker's compensation, annual leave, long service leave, pension or superannuation or any award, determination or agreement of a competent industrial tribunal; or
f) any penalty imposed for breach of any Legislative Requirement in connection with the provision of the Services by the Subcontractor.

The Subcontractor has responsibility for and indemnifies the Company in respect of any tax, employee pension, and/or social security payments or similar payments whether payable in the Recipient Country or elsewhere relating to its Personnel together with any interest or penalties, costs or expenses incurred or arising out of or in connection with any such payments.

The obligations of the parties in relation to Duty of Care and Insurance are set out in Annex C.

17. TERMINATION
Termination for breach or Insolvency Event

The Company may, without prejudice to any other rights which the Company may have, terminate the whole or part of this Agreement by written notice to the Subcontractor, to be effective from the date specified in the notice, if:

a) an Insolvency Event occurs in relation to the Subcontractor;
b) the Company is dissatisfied with the Services provided; in the case of termination due to dissatisfaction with the Services, notice will be given including the reasons for dissatisfaction and such notice will state the actions required by the Subcontractor to remedy any dissatisfaction with the Services and the time in which it must be completed or the Agreement will be terminated; where such dissatisfaction is not subsequently remedied within the time period specified, the Company shall be entitled to confirm termination of this Agreement by written notice to the Subcontractor;
c) other than as set out in subclause b) above, the Subcontractor breaches a provision of this Agreement and, if the breach is capable of being remedied, does not remedy such breach within five working days from the date of written notice by the Company to the Subcontractor requiring the breach to be remedied;
d) the Subcontractor or its Personnel behave in a way that is fundamentally inconsistent with the conduct of a technical professional including serious misconduct, or conduct in private life that is likely to bring the Company into disrepute;
e) the Subcontractor or any of its Personnel is convicted of a criminal offence; or
f) the Subcontractor provides to the Company a clear indication that it will not or is unable to perform its duties under this Agreement.

Upon such termination for breach, the Company will:

a) pay any outstanding invoices that relate to Services provided they are not in dispute with the Subcontractor. The Company will also pay for any work done properly but not invoiced at the time the Company provides notice of termination on a pro rata basis but only where such payment is permitted pursuant to the terms of the Head/Prime Contract (this will not apply where a Subcontractor milestone is not achieved or a deliverable has not been submitted or is not satisfactory). The Company is not required to pay to the Subcontractor any money which is the subject of an invoice relating to Services provided which are in dispute whether such invoice is delivered before or after the notice of termination; and
b) be entitled to recover from the Subcontractor any Loss incurred by it as a result of the termination including all or a fair proportion, calculated on the basis of satisfactory delivery of Services, of any
payment made to the Subcontractor in advance of delivery of the Services to which that payment relates.

Termination or suspension other than for breach or Insolvency Event

a) The Company may terminate or suspend the whole or part of this Agreement where a direction is made by the Client, the Head/Prime Contract is terminated or suspended, or otherwise at its sole discretion.

b) Termination or suspension made pursuant to this clause must be made by notice in writing to the Subcontractor and will be effective from the date specified in the notice.

c) The lifting of any suspension of this Agreement will only take place if the Client confirms its agreement to the lifting of the suspension or if the Company considers that the reasons for the suspension no longer exist or have been dealt with satisfactorily by the Subcontractor. In any such case the Company will confirm the lifting of the suspension to the Subcontractor in writing.

Upon such termination or suspension other than for breach or Insolvency Event:

a) The Subcontractor will be entitled to payment for all work in respect of the terminated or suspended Services completed satisfactorily before the effective date of termination or suspension including Services which have not been invoiced;

b) in respect of the terminated or suspended Services commenced before but not completed by the effective date of termination or suspension, payment for the work already performed on a pro rata basis but only where such payment is permitted pursuant to the terms of the Head/Prime Contract (this will not apply where a Subcontractor milestone is not achieved or a deliverable has not been submitted or is not satisfactory); and

c) The Company will be entitled to recover from the Subcontractor any payment made to the Subcontractor in advance of delivery of the Services where those Services are not delivered due to termination pursuant to this Agreement.

Obligations on termination for whatever reason:

On termination of this Agreement or at any time at the reasonable request of the Company the Subcontractor will:

a) immediately deliver to the Company, without making copies in any form, all Project Material, on whatever media and wherever located, and also any keys and other property of the Company which are in the possession of or under the control of the Subcontractor;

b) leave the Project and any Project offices as directed by the Company;

c) irretrievably delete any information relating to the business of the Company or the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in the possession of or under the control of the Subcontractor;

d) provide a signed statement that it has complied with fully with its obligations under this clause;

e) supply all necessary information and explanation required by the Company in relation to the Services provided and any software used by the Subcontractor to enable the Company to use and complete the Services; and

f) ensure that any Personnel of the Subcontractor comply with the terms of this clause.

18. FORCE MAJEURE
Neither party will be considered in breach of this Agreement to the extent that performance of their obligations is prevented by a Force Majeure Event. Upon occurrence of an event considered by the Subcontractor to constitute a Force Majeure Event, it will immediately notify the Company in writing and recommend options to overcome the effects of the event.

Upon receipt of the notice, the Company will make a determination, at its sole discretion, as to whether the event or circumstance constitutes a Force Majeure Event and will promptly notify the Subcontractor of its determination in writing. Despite any determination by the Company, the Subcontractor will endeavour to overcome the Force Majeure Event and continue to perform its obligations under this Agreement as far as reasonably practicable, subject to the other terms of this clause.
If the Company determines that a Force Majeure Event has occurred the Company may suspend or terminate the whole or part of this Agreement by written notice to the Subcontractor. Where this Agreement is suspended pursuant to this clause, the Parties will work together to agree any steps to be taken and an appropriate timetable to enable continued provision of the Services affected by the Force Majeure Event.

Nothing in this clause shall oblige the Company to determine that a Force Majeure Event has occurred if the Client is not also willing to determine that a Force Majeure Event has occurred pursuant to the Head/Prime Contract.

The Company shall be entitled to give notice to the Subcontractor that a Force Majeure Event has occurred without receiving notice from the Subcontractor and in such case the terms of this clause shall apply.

Where this Agreement is terminated or suspended pursuant to this clause, the Subcontractor will be entitled to payment in accordance with the terms outlined in this Agreement and the terms of clause 17 (Termination) shall apply.

19. NON-SOLICITATION
During the term of this Agreement and for 12 months following expiration or termination, neither Party will, without the consent of the other Party, solicit or otherwise attempt to persuade any Personnel of the other Party to cease working for the other Party.
Annex A – Details of Representatives and Description of Goods and/or Services

Part 1: Details of Representatives (as many as needed)

COMPANY CONTACT DETAILS

CONTACT 1
Name: Fiona Pakoa
Title: Team Leader
Email: Fiona.Pakoa@australiaawardsafrica.org
Phone: +27 (0)12 362 4360

CONTACT 2
Name: Mark Lawrence
Title: Program Operations Manager
Email: Mark.Lawrence@australiaawardsafrica.org
Phone: +27 (0)12 362 4360

CONTACT 3
Name: Phil Robson
Title: Project Director
Email: Phil.Robson@thepalladiumgroup.com
Phone: +27 (0)12 362 4360

CONTACT 4
Name: Grace O’Lango
Title: SCA Project Coordinator – contact for administrative matters
Email: Grace.Olango@australiaawardsafrica.org
Phone: Click here to enter text.

SUBCONTRACTOR CONTACT DETAILS

CONTACT 1
Name: Click here to enter text.
Title: Click here to enter text.
Email: Click here to enter text.
Phone: Click here to enter text.

CONTACT 2
Name: Click here to enter text.
Title: Click here to enter text.
Email: Click here to enter text.
Phone: Click here to enter text.

CONTACT 3
Name: Click here to enter text.
Title: Click here to enter text.
Email: Click here to enter text.
Phone: Click here to enter text.

Part 2 – Description of Goods and/or Services

Description

See Schedule A: Project Specific Conditions
Responsibilities of the Subcontractor

As set out in Schedule A: Project Specific Conditions

Subcontractor Deliverables/Outputs/Milestones

As set out in Annex B Part 3: Rates.

Subcontractor Personnel List

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<tr>
<th>Name</th>
<th>Role/Position/Input</th>
<th>Total Amount of Input in-Country in days (if applicable)</th>
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Responsibilities of the Company

As set out in Schedule A: Project Specific Conditions Part 1 Tables 2 and 3.
Annex B – Payment

Part 1: Payment Terms

The total sum to be paid to the Subcontractor for the Services shall not exceed the Total Agreement Sum.

Dates for payment are as set out in Part 3: Rates.

All reimbursable expenses that are to be reimbursed must be pre-approved in writing by the Company. No costs that are not pre-approved in writing will be reimbursed. In addition, for reimbursement, a valid expense claim must be provided accompanied by full supporting documentation.

Payment will be made in accordance with this Agreement.

Amounts are in the Agreement Currency as indicated on the Cover Sheet. The Subcontractor will be entirely responsible for all risks arising out of currency fluctuations associated with this Agreement.

Payments to the Subcontractor’s Personnel for salary, allowances, bonuses, taxes, insurances, superannuation, non-working days and all other overheads and expenses of whatsoever nature that may be incurred including, but without limitation, payment for vaccinations and malaria tablets and similar, except those otherwise specifically provided for in this Agreement, are the sole responsibility of the Subcontractor.

The Subcontractor will not be entitled to payment of an invoice unless and until:

a) The deliverable items for which payment is claimed have been achieved or completed in accordance with the terms of this Agreement and also to the satisfaction of the Company and the Client; and

b) All Project Material (and timesheets, if applicable) for that part of the Services for which payment is claimed has been submitted to and approved by the Company.

Any payment by the Company is payment on account only and not evidence of the Subcontractor’s compliance with this Agreement, an admission of liability, or acceptance by the Company of the Services.

If the conditions for payment are met and all terms of this Agreement are complied with, the Company will make payment within 30 days of receipt of a valid and correct invoice.

The Subcontractor consents to the Company deducting from moneys otherwise due to the Subcontractor any overpayment previously made, any moneys due from the Subcontractor and any claim to money which the Company may have against the Subcontractor, whether for damages or otherwise.

Where it is found that any overpayment has been made to the Subcontractor the Company may also require reimbursement of such overpayment within 21 days of written demand.

The Subcontractor must provide the Company with the details of a bank account that accepts deposits in the Agreement Currency. Where the Agreement Currency and the Subcontractor’s account currency differ, the exchange rate will be that of the date of the transfer.

Part 2: Invoices and Taxes

Unless otherwise provided in this Agreement, all taxes, duties, and charges imposed or levied in connection with the performance of this Agreement will be borne by the Subcontractor.

Payment of any invoice by the Company is subject to the Subcontractor providing a valid and correct invoice to the Company. A valid invoice will be in writing, contain the details of the services provided including unit, unit rate, taxes, and any other information to be able to describe the services and charges in sufficient detail.

The amount of any VAT (or Sales Tax or similar) payable by the Company under this Agreement will be shown as a separate item on the invoice, together with the method of calculation.

The Subcontractor acknowledges that the Company will withhold any taxes which it is required by Legislative Requirements to withhold.

The Subcontractor acknowledges that it has not received any taxation advice from the Company and understands that all its taxation obligations remain the responsibility of the Subcontractor.
The Company may require the Subcontractor to provide additional information to assist the Company to determine whether an amount is payable. The payment term will be 30 days after the Subcontractor has provided the additional information to the Company's satisfaction.

Invoices shall be submitted to:

Finance@australiaawardsafrica.org
Part 3: Rates

Total Agreement Sum

The total Agreement sum payable by Palladium to the Subcontractor will not exceed **AUD**: Click here to enter text.

, which excludes any applicable GST as follows:

1. Management Fees

   1.1. The maximum amount payable by Palladium to the Subcontractor for Management Fee will not exceed **AUD**: Click here to enter text. which excludes any applicable GST.

Table 1: Breakdown of Management Fees

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Cost Year 1 (AUD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profits, including commercial margins and mark-up for personnel and project management;</td>
<td></td>
</tr>
<tr>
<td>All overheads;</td>
<td></td>
</tr>
<tr>
<td>Financial management costs; including the costs of financial charges;</td>
<td></td>
</tr>
<tr>
<td>All Management support costs for all nominated personnel;</td>
<td></td>
</tr>
<tr>
<td>Costs of Subcontractor administrative and head office staff if any;</td>
<td></td>
</tr>
<tr>
<td>Security costs for all personnel;</td>
<td></td>
</tr>
<tr>
<td>Insurance costs as required by this Agreement, but exclusive of medical insurance costs for Subcontractor &amp; Awardees;</td>
<td></td>
</tr>
<tr>
<td>Taxation, as applicable;</td>
<td></td>
</tr>
<tr>
<td>Costs of complying with the Contractor’s reporting and liaison obligations under this Agreement;</td>
<td></td>
</tr>
<tr>
<td>Costs, including financial costs and freight, associated with any subcontracting and procurement of goods and services;</td>
<td></td>
</tr>
<tr>
<td>Any other overheads required to perform the Services in accordance with this Agreement;</td>
<td></td>
</tr>
<tr>
<td>Any costs associated with tendering and subcontracting any services;</td>
<td></td>
</tr>
<tr>
<td>Any allowance for risks and contingencies;</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Fixed Management Fee (AUD)</strong></td>
<td></td>
</tr>
</tbody>
</table>

1.2. The Management Fees are fixed for the term of this Subcontract. Palladium shall pay the Management Fees within thirty (30) days of receipt of a correctly rendered tax invoice pursuant to Palladium’s acceptance of the satisfactory achievement of the relevant milestone(s) based on the verifiable indicators, as set out in Table 2 (Milestones) of this **Schedule B, Part 1**.
2. **Table 2: Milestones**

2.1 Each potential course has 3 milestones associated. If a course iteration is not delivered in a year, that milestone will not be payable.

2.2 Any additional management fees payable under Table 5 ‘Additional Participant Costs’ will be payable with the Milestone 2: Post Course Delivery Report of that course iteration.

<table>
<thead>
<tr>
<th>No</th>
<th>Milestone</th>
<th>Means of Verification</th>
<th>Milestone Due dates</th>
<th>% of yearly Management Fee</th>
<th>Value (AUD) excluding GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Course Design Report</td>
<td>Submission and acceptance of 'Africa Short Course Design Report'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Post Course Delivery Report</td>
<td>Submission and acceptance of 'Africa Short Course post Course Delivery Report'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Evaluation Report</td>
<td>Submission and acceptance of 'Africa Short Course Evaluation Report'</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total for Milestones

3. **Reimbursable Personnel Costs**

3.1. The maximum amount payable by Palladium to the Subcontractor for Reimbursable Personnel Costs shall not exceed the sum of **AUD: Click here to enter text.**, which excludes any applicable GST.

3.2. The Subcontractor shall be reimbursed on the basis of the actual cost incurred for the items specified as being reimbursable in Table 3 (Reimbursable Personnel Costs), in accordance with the specified categories, rates and upper limits detailed in Table 3. Reimbursable Costs will be paid on completion of each Course and on submission of a valid Tax Invoice and Statement of Expenditure in accordance with Schedule B, Part 3.
3.3. The Subcontractor must invoice for all personnel costs incurred during pre- and on-award within 60 days from course completion. This includes additional participant costs under Table 5.

3.4. The Subcontractor must invoice for all personnel costs incurred during post-course follow up by the due date for Milestone 3 of that course iteration. This includes additional participant costs under Table 5.

**Table 3: Reimbursable Personnel Costs**

Personnel costs must be aligned to the Advisor Remuneration Framework.

<table>
<thead>
<tr>
<th>Position</th>
<th>ARF Level &amp; Classification (if applicable)</th>
<th>Personnel Name</th>
<th>Maximum Number of Input Days (per year)</th>
<th>Fee rate per day Year 1 (AUD)</th>
<th>Fee rate per day Year 2 (AUD)</th>
<th>Fee rate per day Year 3 (AUD)</th>
<th>Maximum Amount Payable (AUD)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**Total (AUD)**

4. **Reimbursable Activity Costs**

4.1. The maximum amount payable by Palladium to the Subcontractor for Reimbursable Activity Costs shall not exceed the sum of **AUD**: Click here to enter text. which excludes any GST.

4.2. The Subcontractor shall be reimbursed on the basis of the actual cost incurred for the items specified as being reimbursable in Table 4 (Reimbursable Activity Costs), in accordance with the specified categories, rates and upper limits detailed in Table 4. Reimbursable Costs will be paid on completion of each Course and on submission of a valid Tax Invoice and Statement of Expenditure in accordance with Schedule B, Part 3.
4.3. The Subcontractor may vary the sums assigned against individual line items in Table 4, within the overall financial limitation of this payment stream and subject to Palladium’s written approval. Changes to the value of individual line items will not require an Agreement amendment.

4.4. The Subcontractor must invoice for all reimbursable activity costs incurred during pre- and on-award within 60 days from course completion. This includes additional participant costs under Table 5.

4.5. The Subcontractor must invoice for any remaining post-award follow up reimbursable activity costs by the due date for Milestone 3 for that course iteration. This includes additional participant costs under Table 5.

Table 4: Reimbursable Activity Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Cost Year 1 - by location (AUD)</th>
<th>Total Cost Year 1 (AUD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conducting an in-Africa visit (including airfares to/from Africa and all internal African airfares, accommodation, travel allowance, insurance, in-Africa communication costs, etc. for provider staff participating in the visit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Participant enrolment fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facility costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guest lecturers and other academic input</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field trip costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extra-curricular costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extension support costs (e.g. internet / library access)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Material costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Awardee stipend</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Awardee accommodation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>English language support costs (including pre-departure English testing)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Translation services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Awardee medical insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other reimbursable costs (please specify, including any media or high level events associated with the course).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conducting an in-Africa visit (including airfares to/from Africa and all internal African airfares, accommodation, travel allowance, insurance, in-Africa communication costs, etc. for provider staff participating in the visit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Total Cost Year 1 - by location (AUD)</td>
<td>Total Cost Year 1 (AUD)</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>---------------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td></td>
<td>In Africa</td>
<td>In Australia</td>
</tr>
<tr>
<td>Participant enrolment fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facility costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guest lecturers and other academic input</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Reimbursable Costs</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Reimbursable costs specified in Table 4 (Reimbursable Costs) above shall be subject to the following conditions:

**For Subcontractor Personnel**

- **Airfares**: airfares to/from Africa are the responsibility of Subcontractor’s. Airfares greater than four hours in duration will be reimbursed at business class. All internal African airfares will be reimbursed at economy class travel. In-Australia travel for Subcontractor workshops is the responsibility of the Subcontractor and will be reimbursed at economy class travel only. Any travel undertaken at cheaper rates (e.g. discount fares) does not entitle the Subcontractor to reimbursement of the cost of any higher class of travel. Travel must be via the most direct and cost effective route.

- **Hotel accommodation**: All accommodation both - Africa and Australia is the Subcontractors’ responsibility. Subcontractors are responsible for all accommodation payments which will be reimbursed at actual reasonable cost incurred as per DFAT non-SES rates. Hotel accommodation costs are expected to include breakfast as part of the room rate. DFAT non-SES rates may be updated from time to time.

- **Travel allowance**: AUD100 per 24 hour period for meals (excluding breakfast) and incidentals.

- **Visa Costs**: directly relating to the Services and for overseas travel purposes only. All visa application processes and costs are the responsibility of the Subcontractor.

- **Travel Costs**: directly relating to the Services and for overseas travel purposes only including items such as taxis to/from airport and attending meetings, car hire costs.

- **International Communication costs**: which are directly related to the Services, will be reimbursed to the Subcontractor at actual reasonable cost.

**For Awardees**
• **Incidental Awardee travel costs**: any applicable incidental travel costs that are required to be paid up front by participants (such as payment for a visa that must be applied for in the participants home country), will be reimbursed by the Subcontractor to the participant, and subsequently reimbursed by Palladium to the Subcontractor.

• **Awardee accommodation**: for accommodation in appropriate standard student lodging or equivalent, that includes 24 hour internet access.

• **Awardee medical insurance in Australia**: approximately at a standard OSHC rate of AUD35 for one month, AUD70 for two months, AUD105 for three months, depending on health insurance Subcontractor

• **Awardee medical insurance - Africa**: provision of comprehensive medical insurance for the duration of the course - Africa.

• **Awardee stipend**: an agreed rate of AUD546 per week per Awardee for meals and incidentals, in both Africa and Australia. However if board is provided as part of the accommodation the stipend will be reduced accordingly i.e. 40% reduction if dinner provided, an additional 20% of lunch provided and 10% if breakfast provided. If full board is provided Awardees will only receive an incidental allowance of the equivalent of AUD163 a week. Please see example in table below:

<table>
<thead>
<tr>
<th>Provided</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast Provided</td>
<td>AUD492</td>
</tr>
<tr>
<td>Lunch Provided</td>
<td>AUD437</td>
</tr>
<tr>
<td>Dinner Provided</td>
<td>AUD328</td>
</tr>
<tr>
<td>Full Board Provided</td>
<td>AUD163</td>
</tr>
</tbody>
</table>

• **Awardee Reimbursements**: Pre Mobilisation Expenses : AUD250 should be included for each participant

*Items not required to be included in the Reimbursable Table 4:*

• **Awardee travel costs**: all airfares in-Africa and between Australia and Africa will be booked in economy class, and will be booked and paid for directly by the Managing Contractor (MC).
5. **Additional Participant Costs**

5.1. For each additional participant to the maximum indicated below, the associated costs are presented in table 5.

5.2. The additional costs per participant may apply over total Agreement sum payable by Palladium subject to Palladium’s written approval. Changes to the value of the overall Agreement as a result of additional participants will not require an Agreement amendment.

5.3. For Personnel and Reimbursable costs, the Subcontractor shall be reimbursed on the basis of the actual cost incurred for the items specified as being reimbursable in Table 3 (Reimbursable Personnel Costs), and Table 4 (Reimbursable Activity Costs), in accordance with the specified categories and rates detailed in Table 3 & 4. Reimbursable Costs will be paid on completion of each Course and on submission of a valid Tax Invoice and Statement of Expenditure in accordance with Schedule B, Part 3, to a maximum amount payable by Palladium to the Subcontractor that shall not exceed the sum of AUD TBD per additional participant which excludes any GST.

5.4. Any additional management fees payable under Table 5 ‘Additional Participant Costs’ will be payable with the Milestone 2: Post Course Delivery Report of that course iteration.

5.5. The Subcontractor must invoice for all additional participant personnel costs incurred during pre- and on-award within 60 days from course completion.

5.6. The Subcontractor must invoice for all additional participant personnel costs incurred during post-course follow up by the due date for Milestone 3 of that course iteration.

5.7. The Subcontractor must invoice for all additional participant reimbursable activity costs incurred during pre- and on-award within 60 days from course completion. The Subcontractor must invoice for any remaining additional participant post-award follow up reimbursable activity costs by the due date for Milestone 3 for that course iteration.

Table 5: Additional Participant Costs

<table>
<thead>
<tr>
<th>Course Delivered</th>
<th>Maximum number of participants</th>
<th>Additional cost per participant (AUD)</th>
<th>Total Additional Cost Per Participant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>In-Australia delivery</td>
<td>In-Africa delivery</td>
<td>In-Australia delivery</td>
</tr>
</tbody>
</table>

IDAPAC PC01 SOP01 TL01 Subcontract APAC 23 / 32
### Annex C – Specific Terms and Conditions

#### Part 1: Insurance Requirements

<table>
<thead>
<tr>
<th>ITEM</th>
<th>REQUIREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public Liability Insurance</strong></td>
<td>The Subcontractor will take out before the Effective Date and maintain throughout the Term of this Agreement a Public Liability Insurance Policy. The Policy must cover: &lt;br&gt;1. an amount in respect of any one claim or series of claims arising from the one original cause of not less than 5 million AUD; and&lt;br&gt;2. the Subcontractor, in respect of liability to the Company and third parties, if any, and cover the Company against liability to third parties in respect of any claim for loss of or damage to property or death or injury to any person arising out of or as a consequence of any act or omission of the Subcontractor.</td>
</tr>
<tr>
<td><strong>Professional Indemnity Insurance</strong></td>
<td>1. The Subcontractor will take out a professional indemnity policy before the Effective Date and maintain that policy for the Term of this Agreement and for a further period of six years thereafter.&lt;br&gt;2. The policy will have a total aggregate cover of not less than the Professional Indemnity Insurance Amount as indicated on the Cover Sheet.&lt;br&gt;3. The policy will include provisions for one automatic reinstatement of the sum insured and for loss of documents.&lt;br&gt;4. The Company may accept being noted on the Subcontractor’s existing and valid Professional Indemnity insurance policy.&lt;br&gt;5. The Company may request evidence of the maintenance of the professional indemnity insurance at any time during the Term and also during the six years after the Term of this Agreement and the Subcontractor will provide such evidence within seven days of the request.</td>
</tr>
<tr>
<td><strong>Insurance of Workers</strong></td>
<td>1. The Subcontractor will take out before the Effective Date adequate insurance to fully cover it against any amount it may become liable to pay for death or injury to persons employed by the Subcontractor, including liability by statute and at common law and will maintain that policy for the Term of this Agreement.&lt;br&gt;2. The Subcontractor will take out adequate medical and dental insurance for its Personnel who are engaged to operate outside their country of permanent residence.&lt;br&gt;3. The Subcontractor will take out adequate insurance for emergency and medical evacuation for all its Personnel engaged to operate outside their country of permanent residence.&lt;br&gt;4. The policy will, where permitted by Legislative Requirements, be extended to indemnify the Company for any statutory liability on the part of the Company for persons employed by the Subcontractor.</td>
</tr>
<tr>
<td><strong>Country requirements</strong></td>
<td>The Subcontractor will comply at all times with the Legislative Requirements of the Country in which it is incorporated relating to insurance at all times. Where the Legislative Requirements of such Country require certain insurances to be taken out for any of the Subcontractor’s Personnel working in a different Country or where there are Legislative Requirements of the Recipient Country, it will be the Subcontractor’s responsibility to take out such insurances and comply with all such Legislative Requirements in respect to all its Personnel on this Project. The onus is on the Subcontractor to make itself aware of the requirements of such insurance and all such Legislative Requirements.</td>
</tr>
<tr>
<td><strong>Evidence of Insurance</strong></td>
<td>The Company may request evidence of any insurance policy at any time during the Term of this Agreement and the Subcontractor will provide such evidence within seven days of the request.</td>
</tr>
</tbody>
</table>
Failure by the Subcontractor to maintain all necessary insurances, will entitle the Company to terminate this Agreement immediately in accordance with clause 17.

In the event of an insurance claim any deductible/excess payable in respect of the above insurance policies shall be the responsibility of the Subcontractor.

**Part 2: Special Conditions**

a) The Subcontractor represents and warrants that neither it nor any of its Personnel is engaged in any practice inconsistent with the rights set forth in the Convention of the Rights of the Child which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development.

b) The Subcontractor further warrants that neither it, nor any of its Personnel is engaged in the sale or manufacture of antipersonnel mines or of components used in the manufacture of such mines.

c) The Subcontractor further warrants that neither it, nor any of its Personnel is engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the Goods and/or Services being provided to the Company under this Agreement.

d) The Subcontractor further warrants that neither it, nor any of its Personnel is involved in the transportation or provision of services of human beings for purposes deemed illegal in either the country of origin, sale or delivery of the Goods and/or Services being provided under this Agreement.

e) The Subcontractor further warrants that neither it, nor any of its Personnel is engaged either directly or indirectly in terrorism, or in the finance or support to terrorists.

f) The Subcontractor will undertake its best effort to ensure that payments provided by the Company under the Agreement do not provide direct or indirect support or resources to entities and individuals as may be proscribed under the relevant international and national counter-terrorism legislation and regulations, and are not diverted to support drug trafficking.

g) The Subcontractor warrants to pay all taxes, duties and charges imposed or levied in the country of which the Subcontractor is registered and/or in the country in which it is operating, and all taxes, entitlements, other statutory charges and/or any other amount payable to its Personnel in the relevant jurisdiction.

h) The Subcontractor warrants that neither it, nor any of its Personnel, is engaged in anti-discriminative behaviours on basis of gender, religion and/or ethnicity.

i) The Subcontractor warrants that it will engage in environmentally sustainable development, promoting conservation and sustainable use of natural resources, conservation of biodiversity and heritage sites, and disaster risk reduction planning, ensuring it is compliant with environmental protection legislation.

j) The Subcontractor further warrants that it, and its Personnel, will adhere to workplace health and safety legislative requirements and in doing so, will focus on actions to prevent harm or ensure reasonable care of representatives.

k) The Subcontractor warrants to promote gender equity and inclusive development ensuring that persons with disabilities, and other disadvantaged or vulnerable groups, are considered in the workplace and in delivering the Services.

l) The Subcontractor warrants that neither it, nor its Personnel, is engaged in any political activity in the Recipient Country that may negatively impact on this Agreement.

m) The Subcontractor warrants that neither it nor its Personnel engage in or support trafficking activities, procuring of commercial sex acts or using forced labour; is aware of regulatory prohibitions in the
jurisdictions they are engaged; and agrees to develop project specific Trafficking in Persons (TIP) Compliance Plans where government regulations mandate.

n) The Subcontractor shall ensure that its Personnel are expressly bound by and respect the provisions of this Part 2 of Annex C.

o) Any breach of this Annex shall entitle the Company to terminate this Agreement and suspend payments that may be due, without liability for termination charges or any other liability of any kind for the Company.

Part 3: Anticorruption

a) The Subcontractor hereby represents, warrants, and certifies that:

In carrying out its responsibilities under this Agreement, the Subcontractor and its directors, officers, employees, representatives, or other third parties acting on its behalf, have not and shall not pay, offer or promise to pay, or authorise the payment, directly or indirectly through any other person or entity, of any monies or anything of value to:

i. Any person or firm employed by, or acting for or on behalf of, any customer or potential customer, whether private or governmental, for the purposes of inducing or rewarding favourable action by the customer or potential customer in any commercial transaction;

ii. Any person or firm employed by, or acting for or on behalf of, any governmental entity (including state-owned or controlled entities or public international organisations) for the purposes of inducing or rewarding any action, or the withholding of any action, by such entity in any governmental matter; and

iii. Any governmental official or employee (including employees of state-owned or controlled entities or public international organisations), political party or official of such party, or any candidate for political office, for the purposes of inducing or rewarding favourable action (or the withholding of action) or the exercise of influence by such official, party, or candidate in any commercial transaction or in any governmental matter.

b) The Subcontractor shall conduct all activities related to this Agreement in a fair, honest, and transparent manner.

c) The Subcontractor represents, warrants, and certifies that the Subcontractor has read and understands the Company provided Business Partner Code of Conduct. The Subcontractor agrees to be bound by the Business Partner Code of Conduct and to operate in a manner fully consistent with the letter and spirit of the Business Partner Code of Conduct. The Subcontractor agrees to inform its Personnel involved in activities related to this Agreement of the requirements of the Business Partner Code of Conduct.

d) The Subcontractor represents, warrants, and certifies that the Subcontractor has adopted a policy to prevent corruption ("anticorruption policy") in the conduct of business and enforces this policy. The Subcontractor further represents, warrants, and certifies that the Subcontractor has informed its Personnel, suppliers, and other individuals or entities with whom the Subcontractor does business, of its anticorruption policy. The Company may request evidence of the anticorruption policy at any time during the Term of this Agreement and the Subcontractor will provide such evidence within seven days of the request.

e) The Subcontractor shall immediately inform the Company if the Subcontractor becomes aware of any information indicating that any action in breach of this Part 3 has been committed or has been requested or otherwise suggested by any person, including a Public Official or private individual, in connection with this Agreement.

f) Unless otherwise disclosed in writing to the Company, the Subcontractor represents, warrants, and certifies that neither the Subcontractor, individuals employed by the Subcontractor, nor their immediate family members, are Public Officials. The Subcontractor shall immediately notify the Company in advance if any of the above become a Public Official.

g) The Subcontractor shall include these, or substantially similar, anticorruption provisions in all subcontracts or other agreements the Subcontractor makes in connection with this Agreement.
Part 4: Duty of Care

a) All Subcontractor Personnel or contractors engaged pursuant to this Agreement will come under the duty of care of the Subcontractor.

b) The Subcontractor will be responsible for all security arrangements and the Company accepts no responsibility for the health, safety and security of individuals or property whilst performing under this Agreement.

c) The Subcontractor will take out and maintain throughout the Term of this Agreement insurance cover as required by Annex C, Part 1.

d) The Subcontractor will proactively manage risks associated with performing the Services and shall provide evidence of such management of risk to the Company on reasonable request.

e) The Subcontractor and its Personnel will also comply with and follow any Standard Operating Procedures for the Company where specifically requested to do so by the Company.
Annex D: Definitions

The words used in this Agreement will be defined as presented in this Annex. If any word in this Annex is defined specifically within the body of this Agreement, the definition within the Agreement will be controlling.

The following terms or expressions used in this contract have the stated meanings:

“Agreement” means this document (including the Cover Sheet, Terms and Conditions, all Annexes and all attachments to this document) as may be amended or supplemented by the Parties from time to time in writing;

“Business Day” means a day that is not an accepted non-work day, public holiday, special holiday, or bank holiday or otherwise in the jurisdiction in which this Agreement is to be fulfilled;


“Claim” means any claim, action, proceeding, demand, prosecution, judgement, damage, loss, cost, expense, fine, penalty or liability whatever incurred or suffered by or brought or made or recovered against a person or any company or other form of entity and however arising (whether presently ascertained, future or contingent);

“Confidential Information” means company proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business information, research, marketing, technical, financial information, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, and any other information relating to its personnel, clients, customers, affiliates, or agents disclosed to one Party or its personnel by the other Party either directly or indirectly;

“Data Protection Legislation” means all applicable laws relating to the processing of Personal Data and privacy;

“Day” means calendar day of 24-hours computed without regard for non-work days, holidays, or other exceptions;

“Deliver” means hand over to, at the place specified in the Agreement, and acceptance of the item, whether it be a Good, a Service, a Premises, or other deliverable, by the Subcontractor or Company at that place and delivery has a comparable meaning;

“Force majeure” means unforeseen events not within the control of either Party, including but not limited to, laws or regulations, strikes, lock-outs or industrial disturbances, acts of terrorism, wars, whether declared or not declared, blockades, embargoes, insurrection, riots, civil disturbances, explosions, epidemics, landslides, earthquakes, storms, lightning, floods and washouts;

“Good Industry Practice” means the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from an expert supplier of services similar to the Services, such supplier seeking to comply with its contractual obligations in full and complying with all applicable Legislative Requirements;

“Goods” means any item or tangible thing provided, or to be provided, to the Company by the Subcontractor (or any of the Subcontractor’s subcontractors) pursuant to or in connection with the Agreement including, but not limited to, the materials, plant, equipment or other supplies stated in the Agreement. Where the context requires, the term “Goods” also includes “Services” as ordered in this Agreement and any ancillary services in relation to supply of goods;

“Insolvency Event” means the Subcontractor:
   a. goes into liquidation;
   b. has a liquidator, receiver or official manager appointed to it;
c. becomes bankrupt;

d. enters into a scheme of arrangement with creditors;

e. becomes unable to pay the Subcontractor’s debts as they become due; or

f. is insolvent or enters into or is subject to anything which has a similar purpose or effect to any of the above.

"Invoice" means an invoice that complies with all relevant laws in the country in which the Goods and/or Services are delivered;

"Intellectual Property" means rights including, but not limited to, patents, copyrights, and trademarks, with regard to Goods and/or Services and other materials which bear a direct relation to or are produced, prepared, or collected in consequence of or in the course of the execution of this Agreement;

"Legislative Requirements" means any applicable law, statute, bye-law, regulation, order, consent, permit, approval, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

"Loss" or "Losses" means any damage, liability, cost or expense including legal expenses;

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

"Party" and/or "Parties" means either the Company or the Subcontractor or both collectively;

"Payment Milestone" means an identified deliverable for which the Subcontractor is entitled to receive a payment in accordance with this Agreement;

"Personal Data" means personal information as defined by the Legislative Requirements governing this Agreement including all Data Protection Legislation;

"Personnel" means the officers, employees, agents, advisers, contractors and subcontractors (including their respective personnel) of either party or the Client;

"Pre-existing Intellectual Property" means Material in existence prior to the date of this Agreement, developed by the Subcontractor or an associated entity, and utilised in conjunction with or for developing the Project Material;

"Project Material" means all Material including data, results, discoveries, inventions, improvements, reports, and other works of authorship, trade secrets, and any other work product or deliverables;

a. brought into existence or supplied as part of or for the purpose of performing the Services; or

b. copied or derived from the above Material;

"Promotional Material" means any public statement or advertisement whether in written, verbal or visual format (whether or not digital and/or web-based) relating to the Services and/or the Project.

"Record" means a document or anything constituting a piece of evidence about the past, or an account kept in writing or in some other permanent form (electronic or otherwise) that records information relevant to the Project, the Subcontractor’s operations or the Company’s operations;

"Regulatory Bodies" means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Subcontractor, the Company or the Client and “Regulatory Body” will be construed accordingly;

"Services" means any service provided, or to be provided, to the Company by the Subcontractor (or any of the Subcontractor’s subcontractors) pursuant to or in connection with this Agreement including, but not
limited to, the Services expressly stated in this Agreement together with any services that are necessary to perform those Services and any Services associated with the supply of Goods; and

“Third Party Material” means any Material made available by the Subcontractor for the purposes of this Agreement in which a third party holds Intellectual Property Rights.
Annex E: Policies and Procedures

TO BE READ, ACKNOWLEDGED, AND COMPLIED WITH:

- Business Partner Code of Conduct
- Child Protection Guidelines

All documents can be downloaded in full at http://www.thepalladiumgroup.com/policies
Annex F – Client Terms and Conditions (if applicable)

Part 1 – Standard Terms and Conditions

See attached Terms & Conditions.

Part 2 – Special Conditions

See Schedule A: Project Specific Conditions.
Schedule A – Project Specific Provisions

Part 1: Scope of Services, Terms of Reference

AUSTRALIA AWARDS AFRICA
SCOPE OF SERVICES
Australia Awards – Short Course 2018-2022

BACKGROUND

The Australian Government’s aid program reflects Australia’s values, and commitment to reducing poverty and lifting living standards through sustainable economic growth. The aid program has a strong focus on performance, effectiveness, accountability, results and value-for-money.

The Australian Government’s prestigious Australia Awards is a significant component of Australia’s aid to Africa. Awards offer the next generation of African leaders an opportunity to undertake study, research and professional development to build capacity and leadership skills, in order to contribute more effectively to their countries’ development.

Australia Awards provides African students with access to Australia Awards Scholarships and Australia Awards - Africa Short Courses. Australia Award - Africa short courses are formal courses of study or training, of less than three months duration, delivered by an approved Australian higher education provider (see Table A,B, C of the Higher Education Support Act 2003) or an Australian Registered Training Organisation (RTO). Courses must be:

- accredited for delivery within an approved Australian Qualifications Framework (AQF) award program, or
- approved in accordance with State specific legislative framework for Universities, or
- able to provide a formal Statement of Attainment in relation to a skill or competency covered by Australia nationally-registered Vocational Education or Training (VET) material; or
- custom designed to meet the specific requirements of this tender and the identified needs of the participants while including as much content as practicable of Degree programs recognised under the AQF.

Australia Awards - Africa short courses will be offered only in areas where Australia is acknowledged as a world leader and where partner governments have explicitly requested assistance:

- Agricultural Productivity
- Extractives
- Public Policy
OBJECTIVES OF THE ACTIVITY

The objective of the Australia Awards - Africa Short Courses program is to contribute to economic and social development in Africa, while promoting Australia as an active partner in African development.

The program provides Awardees with the knowledge, skills and networks to design and implement improvements that will contribute to their organisations’ effectiveness in fulfilling operational mandates. Skills learnt through the program will correspond to recognised skills gaps in each sector and be directly applicable to African commercial and economic contexts. Awardees should also have a greater understanding of Australia, and have the opportunity to develop links with Australians, other Awardees, and relevant professional institutions and organisations in Australia and Africa. Through this, Australia Awards aims to build an engaged and influential global network of leaders, advocates and change markers.

SCOPE OF SERVICES

It is anticipated that approximately 225 - 300 Australia Awards - Africa short courses will be available each year from 2018 to 2022 (See Table 1 for more details). However, Australia’s aid program may vary the number of courses being delivered and the number of participants will be dependent on Australian Government policy and budget priorities as well as partner Government demand. A flexible approach is required to accommodate this. It is anticipated that each course will have 25 participants.

Table 1. Proposed Africa Short Courses 2018 – 2022 courses

<table>
<thead>
<tr>
<th>Sector</th>
<th>Short Course Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extractives</td>
<td>Managing Mine Closures</td>
</tr>
<tr>
<td></td>
<td>Local Economic and Social Development in Extractives</td>
</tr>
<tr>
<td></td>
<td>Mineral and Energy Economics</td>
</tr>
<tr>
<td>Agriculture</td>
<td>Increasing the Development Impact of Agricultural Research</td>
</tr>
<tr>
<td></td>
<td>Agribusiness</td>
</tr>
<tr>
<td></td>
<td>Irrigation and Water Resources Management for Agriculture</td>
</tr>
<tr>
<td>Public Policy</td>
<td>Ocean Management – Sustainable Fisheries and Governance</td>
</tr>
<tr>
<td></td>
<td>Trade Policy and Negotiations</td>
</tr>
<tr>
<td></td>
<td>Public-Private Infrastructure Partnerships</td>
</tr>
<tr>
<td></td>
<td>Macroeconomic Management in Resource Rich Countries</td>
</tr>
</tbody>
</table>

Eligibility

Australia Awards – Short Courses are offered to mid to senior-level professionals employed in a policy, practice, research or reform role for a line ministry or other relevant government agency, civil society organisation and private sector companies. Awardees will be mobilised to Australia under DFAT sponsored student visas (subclass 500). At least half of the Awards are available for female applicants. People with disabilities will be encouraged to apply, and reasonable adjustments will be made to ensure they can equitably participate and benefit. The Australian Government will select the participants for each course through a competitive approach across eligible countries.
Participants will come from a range of Anglophone, Francophone and Lusophone language backgrounds, therefore appropriate supplementary English Language Training and support needs to be considered especially for the Francophone and Lusophone countries.

Countries eligible for Africa Short Courses in 2018 are expected to be:


*eligible for in-Africa delivery only

The list of eligible countries will be reviewed annually.

**Course Design Core Principles**

The Australia Awards – Short Courses should include:

- a **formal** teaching program - focusing on key concepts and debates that are most likely to be of relevance to all participants. In designing this component of the program, it must be assumed that all participants have at least five years’ work experience (in mid to senior level positions) and have a reasonably good understanding of the subject matter. Thus, although it will be necessary to bring participants up to speed on some core concepts, it will be important to move quickly to more advanced and strategic issues. The emphasis throughout should be on discussion rather than instruction. Formal presentations by current or past experts, especially those with relevant senior policy experience, should be encouraged; as is the use of female lecturers and guest presenters.

- an **applied** teaching program - focusing on the fundamental work skills required for leadership, communications, improved policy-making and service/program delivery. Where possible, practical skills development, participatory techniques and real-world simulations should be used and participants should be provided a range of tools that they might use to increase their efficiency and effectiveness in their workplaces.

- **women’s empowerment and inclusive development** - underpinning each course will be a strategic and operational commitment to ensuring the short courses emphasise equity and inclusivity for women and people with a disability. This is especially important as Short Courses will be offered in sectors which are traditionally male-dominated areas of study.

- **Private sector engagement** – each course will identify and interact with strategic partners from relevant industries to demonstrate good practice industry processes and environments. Private sector inputs may be used in both course design and delivery to maximize development impact.

- **extension activities** – including development of a RAP related to an identified area of organisational and/or workplace change that will be addressed by the Awardee on return to their workplace. Extension activities may also include additional work to be finalised post-Award to obtain a formal qualification.

- For the agriculture and extractives priority sector courses, the Subcontractor will assess actual or potential environmental impacts of the training, mitigate negative impacts and promote positive impacts and promote compliance with all relevant environmental laws and regulations of each partner country.

- Activities that build linkages between relevant Australian and African institutions are highly encouraged.

There is a strong preference for courses to result in a formal award or qualification. This can be through an award under the AQF, a professional certificate certified by the training provider or other
alternative mechanisms proposed. Where custom-designed courses are unlikely to be accredited within a full degree, thereby limiting their use as a pathway to a complete degree, consideration will be given for developing two levels of training (basic/intermediate and advanced) within some courses. Where feasible, courses will be designed so that they can be converted into an e-learning resource.

**Duration**

All *formal* and *applied* teaching program components should take no longer than three months to deliver. African countries have strongly expressed the desire for short courses to be between six to eight weeks only. It is preferred that formal and applied teaching components are run sequentially.

Additional time beyond the three month period may be utilised for *extension activities*. Each Awardee is required to prepare a RAP prior to attendance at the course, identifying (at least) one area of organisational and/or workplace change that can be realistically undertaken on return to their organisation. The course provider will work to support Awardees in the development and implementation of the RAP.

**Relevance to the Africa Context**

Each course should ensure a balance of Australian and African experiences. Except where noted in Annex 2 Proposed Short Course Content, it is encouraged that delivery takes place on both continents, taking in to account value for money and appropriate learning outcomes. It is anticipated that each course will maximise exposure to good practice examples, relevant expertise and access to appropriate networks in both continents.

Partnerships between Australian and African universities, organisations (public and private) and centres of excellence will be encouraged for the delivery of Short Courses, facilitating shared learning opportunities and networking between government, the private sector and civil society. A strong preference will be given to Australian institutions with knowledge and experience of the sectoral context in Africa, and who can demonstrate linkages with African organisations in order to be able to deliver relevant and practical training, particularly in African locations/workplaces.

With the exception of those courses that are specifically stated to be delivered 100 per cent in Africa, it is preferred that delivery in Africa be restricted to one in-Africa location. In-Africa delivery should be between 25-50 per cent of total course duration. Due to visa regulations, courses delivering in South Africa should restrict the duration of this component to less than 30 days. Throughout the course there should be opportunities for small group work to foster the building of relationships and sharing of experience between participants.

**Detailed Description of the Services**

The Services to be provided by the Subcontractor includes:

**Awardee Selection**:

1. Participate in selection panels for Awardees

**Build links with African Partners**:

1. Seek out and develop partnerships with African institutions, centres of excellence and private sector entities actively involved in sectoral areas.
2. Develop mechanisms to promote two way capacity building between Australian and African organisations.

3. Actively promote Australia Awards through partner organisations.

**Short Course Design:**

1. Provide the design of a course covering the contents as per Annex 1, to Palladium for approval no less than one month prior to Awardee mobilisation.

2. Involve relevant external Australian and African organisations in course design. Course providers are encouraged to utilise skills of relevant private sector entities in the design and delivery of courses.

3. All courses are expected to include substantial practical components, preferably delivered in both Australia and Africa, and ensure that the theoretical aspects are suited to a reasonable range of expertise and experience across course cohorts.

4. Each course will include training on a range of “soft skills” such as some examples from below table. In addition, they will contain a more cross cutting development component to provide Awardees with a broader set of skills and appreciation for gender equity, inclusive development, good governance, ethics and transparency. Examples are below:

<table>
<thead>
<tr>
<th>Gender and inclusivity</th>
<th>Leadership and governance</th>
<th>Ethics and transparency</th>
<th>Industry linkages and networking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social construction of gender</td>
<td>Expectation on leaders</td>
<td>Professional accountability</td>
<td>Engaging stakeholders</td>
</tr>
<tr>
<td>Inclusive development</td>
<td>Program management</td>
<td>Establishing personal values</td>
<td>Effective networking and public speaking</td>
</tr>
<tr>
<td>Inclusive recruitment</td>
<td>Building effective teams</td>
<td>Observing individual rights</td>
<td>Understanding linkages between public, private and civil society</td>
</tr>
<tr>
<td>Gender and governance</td>
<td>Project and program governance</td>
<td>Influence of stakeholders</td>
<td>Identifying finance sources</td>
</tr>
<tr>
<td>Gender-sensitive language</td>
<td>Managing risk</td>
<td>Developing transparent workplace culture</td>
<td>Managing grants and project budgets</td>
</tr>
<tr>
<td>Role of men in gender mainstreaming</td>
<td>Dispute resolution</td>
<td>Tools to measure corruption</td>
<td>Corporate motivation</td>
</tr>
</tbody>
</table>

**Reintegration Action Plan (RAP):**

Each Awardee is required to develop a RAP; an individual project focused on one relevant area of change that can be undertaken upon return to their organisations. RAPs should be aimed at
contributing to sound policies or practices in Awardee organisations. Responsibilities of the providers are:

1. Develop support materials, including guidelines and templates to guide Awardees through the development of a RAP.
2. Include activities focused on the development of RAPs in course delivery.
3. Provide guidance to Awardees on and actively addressing gender and social inclusion issues within their RAP project.
4. Incorporate mechanisms to ensure RAPs support the organisational goals and development plans of Awardees’ workplaces.
5. Develop and implement mechanisms to support and follow up the progress, implementation, and impact of RAPs via the Alumni Portal.

Pre Course Engagement:

1. Engage with Awardees no less than six weeks prior to commencement of the course, to assess the appropriateness of the course design, seek feedback on course content and structure.
2. Modifying the course and incorporate innovation on the basis of individual or group cohort needs.
3. Determine English language ability of Awardees
4. Develop disability support plans where required.
5. Develop and distribute a Pre-departure Information Pack, including the detailed course content, information regarding accommodation, entitlements while on Award, course locations in both Australia and Africa, facilities, options and costs for communicating with their home country. The pack should also include guidance on developing a RAP. The Pre-departure Information Pack should be distributed to each Awardee, after obtaining approval from the MC, at least four weeks prior to each Awardee mobilisation for the course.

Logistics and Coordination

1. Management of logistical and administrative inputs in coordination with Palladium as per the Activity Cycle in Table 2 below and Implementation Responsibilities in Table 3 below.
2. Provision of all necessary in-Africa visa supporting documentation to Palladium. This should include, but is not limited to Proof of Insurance, Letter of Invitation from African delivery partner and proof of confirmation of accommodation. These documents should be provided to Palladium no less than five weeks prior to the mobilisation date.
3. Provision of approved special needs assistance to selected individuals.
4. Provision of translation services as required.

Progress Report: Short Course Design

1. Submit the ‘Progress Report: Short Course Design’ (template attached in Annex 3) four weeks prior to Awardee mobilisation including:
   (i) A description of the means used to engage with Awardees to determine their training needs,
   (ii) A summary of outcomes from Awardee contact, the modifications made and innovations incorporated into the course,
   (iii) A description of how issues of gender and social inclusion will be incorporated into the
program; and
(iv) A copy of the pre-departure information pack and detailed course outline.

**Course Delivery:**

1. Provision of necessary support for Awardees at the delivery location, including meeting and farewelling Awardees at the airport on their arrival and departure, accessible accommodation and meeting facilities, (including 24 hour internet access), stipends, transport and pastoral care.

2. Management of delivery of the Australia Awards - Africa Short Courses including integrating strong gender equality principles and practices, and accommodating the needs, and where needed, putting in place adjustments to ensure fair and equitable participation of any participants with disabilities.

3. Provision of suitable materials, preferably in electronic, and where needed, accessible format, including tools for the Awardees to use on their return to their home country.

4. Assisting each Awardee to develop their RAP for (at least) one area of change that can be undertaken on return to their organisation.

5. Work directly with African Partners to deliver course content and oversee field trips.

6. Manage and report critical incidents as per the pastoral support plans documented in the contract.

7. Provide a Post Course Delivery Report four weeks after course delivery (template attached in Annex 3).

**Public Diplomacy**

1. Showcase Australian expertise in key priority sectors.

2. Identify events or ways in which the profile of the Australia Awards program can be enhanced through additional activities, primarily in Africa. Where there are opportunities to promote Australia as a committed partner in Africa’s development, these opportunities should be discussed with the MC, and where agreed upon, implemented in consultation with Australia’s aid program stakeholders.

**Post Course Follow up**

1. Develop mechanisms to engage, support and monitor the progress, implementation, and impact of Awardee RAPs via the Alumni Portal following course completion. This is considered an essential element. Ensure Awardees understand their roles and responsibilities following completion of course.

2. Based on these interactions, provide an assessment on the progress and impact of each Awardee’s RAPs.

3. Provide an ‘Evaluation Report’ (template attached in Annex 3) six month after course delivery:
   (i) Details of course delivery
   (ii) An outline and assessment of the progress and impact of each Awardee’s RAP
   (iii) Evaluation of the overall achievement and outcomes of the course and post course follow-up
   (iv) Lessons learnt from course delivery and post course follow up
   (v) Identification of outstanding alumni
   (vi) Any photos taken during course delivery (including permission from Awardees to use photos).
Monitoring and Evaluation

1. Provide DFAT and the MC with the necessary data, information and reporting to determining the success or otherwise of the course in meeting the intended outcomes.

2. Contribute to the continuous improvement of the course, awardee experience, academic support, and pastoral care through the collection of feedback and implementation of recommendations.

3. Encourage enrolment on the Alumni Portal prior to course commencement and ensure enrolment prior to course completion.

4. Ongoing monitoring of Awardee RAPs and achievements following the course via the Alumni Portal: http://portal.australiaawardsafrica.org/

REPORTING REQUIREMENTS

The Contractor must provide the following reports by the due date, in the format (as per Annex 3) and the number of copies indicated.

1. **Progress Report: Short Course design**
   - Including, as an annex, the Pre-departure information pack provided to Awardees (as per clause 7 of the SoS)
   - Electronic copies in Microsoft Word to the MC
   - Four weeks prior to course commencement

2. **Short Course Post Course Delivery Report**
   - Four weeks after course delivery
   - Electronic copies in Microsoft Word to the MC

3. **Evaluation report**
   - Electronic copies in Microsoft Word to the MC
   - Six month after course completion

All reports must:

- Be accurate and not misleading in any respect
- Be prepared in accordance with templates provided by Australia Awards (Annex 3)
- Allow the MC and Australia’s aid program to properly assess progress under the Contract
- Not incorporate either DFAT, the Australian aid program or the Subcontractor’s logo
- Be provided at the time specified in this Scope of Service
- Incorporate sufficient information to allow DFAT to monitor and assess the success of the Services in achieving the objectives of the Australian Government’s aid program policy framework.
## Table 2: Proposed Activity Cycle

<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Define course eligibility per country</td>
<td>DFAT</td>
<td>July 2017</td>
</tr>
<tr>
<td>Commence promotion of Short Course</td>
<td>DFAT/Palladium</td>
<td>1 August 2017</td>
</tr>
<tr>
<td>Receive applications from potential participants</td>
<td>Palladium</td>
<td>1 September until 30 November 2017</td>
</tr>
<tr>
<td>Procure Independent Selection Panels</td>
<td>Palladium</td>
<td>January 2018</td>
</tr>
<tr>
<td>Participate in Independent Selection Panels</td>
<td>DFAT/Providers</td>
<td>February/March 2018</td>
</tr>
<tr>
<td>Finalise participants for courses</td>
<td>DFAT/Palladium</td>
<td>May 2018</td>
</tr>
<tr>
<td>Contract course providers to deliver Short Courses</td>
<td>Palladium</td>
<td>by April 2018</td>
</tr>
<tr>
<td>Pre-mobilisation engagement between Awardees and providers</td>
<td>Providers</td>
<td>May – June 2018</td>
</tr>
<tr>
<td>Finalise course design, including any extension activities</td>
<td>Providers</td>
<td>June 2018</td>
</tr>
<tr>
<td>Develop support plans for Awardees with disability</td>
<td>Providers</td>
<td>June 2018</td>
</tr>
<tr>
<td>Mobilise Awardees for courses</td>
<td>Palladium</td>
<td>From July 2018</td>
</tr>
<tr>
<td>Deliver courses</td>
<td>Providers</td>
<td>From July onwards (starting in August 2018 preferred)</td>
</tr>
</tbody>
</table>

## Table 3: Implementation Responsibilities

<table>
<thead>
<tr>
<th>Task</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DFAT</td>
</tr>
<tr>
<td>1. Contracting</td>
<td></td>
</tr>
<tr>
<td>• Identify preferred Providers</td>
<td></td>
</tr>
<tr>
<td>• Approve preferred Providers and agree to proceed with contracting</td>
<td></td>
</tr>
<tr>
<td>• Oversee contract implementation</td>
<td></td>
</tr>
<tr>
<td>2. Partner Government Contact</td>
<td></td>
</tr>
<tr>
<td>• Advise program and selection details</td>
<td></td>
</tr>
<tr>
<td>• Finalise participant nominations</td>
<td></td>
</tr>
<tr>
<td>3. Short Course Promotions</td>
<td></td>
</tr>
<tr>
<td>• Assist in the development of promotional and advertising materials for the program; provide photo or material generated during the course duration</td>
<td></td>
</tr>
<tr>
<td>• Prepare Detailed Course Outline</td>
<td></td>
</tr>
<tr>
<td>4. Build links with African Partners</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------</td>
<td></td>
</tr>
<tr>
<td>• Seek out and develop partnerships with African Institutions</td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Pre-Course Awardee Engagement</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Develop a draft course outline and course materials</td>
</tr>
<tr>
<td>• Liaise with Palladium on draft course content and pre-course engagement activities</td>
</tr>
<tr>
<td>• Liaise with Awardees about content of the draft course and their needs</td>
</tr>
<tr>
<td>• Liaise with Awardees about RAP</td>
</tr>
<tr>
<td>• Prepare and submit Milestone 1. Progress Report</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Course Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Finalise design and manage delivery of the course</td>
</tr>
<tr>
<td>• Liaise with Palladium on final course content</td>
</tr>
<tr>
<td>• Provide necessary in-Africa and in-Australia visa supporting documentation to the Palladium</td>
</tr>
<tr>
<td>• Liaise with and update partner governments on arrangements for the course</td>
</tr>
<tr>
<td>• Liaise with Awardees regarding travel arrangements to and from Australia and/or to an in-Africa destination</td>
</tr>
<tr>
<td>• Liaise with course Awardees regarding on award arrangements (including in-Australia travel)</td>
</tr>
<tr>
<td>• Handle Awardee visa requests, including visa fees</td>
</tr>
<tr>
<td>• Purchase and distribute air tickets to participants</td>
</tr>
<tr>
<td>• Organise appropriate medical insurance for Awardees for the duration of the course</td>
</tr>
<tr>
<td>• Advise training provider of travel details for Awardees mobilised on award</td>
</tr>
<tr>
<td>• Implement Pastoral Care Plan, including Individual Support Plans for those disclosing a disability, as outlined in the Contract</td>
</tr>
<tr>
<td>• Management and reporting of critical incidents as per Pastoral Care Plan</td>
</tr>
<tr>
<td>• Reimburse Awardees for expenses incurred pre-mobilisation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Public Diplomacy</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Identify potential public diplomacy opportunities</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Post-Course Engagement</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Develop mechanisms to provide ongoing support to Awardees in their RAP implementation</td>
</tr>
<tr>
<td>• Based on ongoing interactions, assess the progress and impact of RAP</td>
</tr>
</tbody>
</table>

|   |   | X |
Annex 1: Detailed Course Outline

Course aims and objectives

- What is the course designed for?
- What will it provide for participants?

Course requirements

- Ideal background / qualification of participants

Pre Course Engagement Mechanisms

- Methods used to engage Awardees to determine their English Language ability, existing knowledge, learning needs, and expectations in order to modify content to respond to needs

Course contents

- Brief description on what the course is going to cover
- Formal and applied teaching program
- Extension activities including field trips

Course duration

- Up to a maximum of 12 weeks

Course participants

- All courses should be developed for 25 participants. Where it is possible to accommodate a greater number, what is the maximum number of participants per course?

African delivery location and context

- Where?
- Describe the nature of any new or existing partnerships with African institutions and their role in the design or delivery of the course.

Course assessment

- Details on assessment and qualification expectations
- Initial and final knowledge test to assess learning for evaluation purposes
- Any recognition, accreditations, or pathways that will be offered as a result of the course

English Learning support approach

- Details of how English language support is built into the delivery

Orientation activities during week 1

- What are the planned activities?

Detailed course content by week

This should also include but is not limited to references to:

- Reintegration Action Plan (RAP) managed through the course
• How extra-curricular activities will build linkages and support a more holistic experience
• How participants will be supported to meet assessment expectations
• Details of experts / lecturers
• Description and purpose of relevant field visits
• How the course will develop the necessary skills for Awardees to become effective decision makers (e.g. leadership, communication, project management, negotiation, and public speaking)
• How social inclusion will be addressed in the context of the course subject, including ensuring equitable distribution of the benefits of development to women, people with disabilities, and people living with HIV/AIDS
• Details on how the course will ensure it is relevant to the African context and a description of potential case studies
Annex 2: Short Course Reporting Templates 2018 - 22

The following appendix provides the minimum details required to comply with the milestone reporting requirements of the Short Course Program in 2018 – 2022. Reports should be structured as per the templates described and incorporate sufficient information to allow DFAT and Australia Awards to monitor and assess the outcomes of the Award activities. The reports should demonstrate an understanding of the African development context, flexibility in developing responses to identified issues as they arise, and ways of engaging productively with stakeholders. Where appropriate please include URL to websites that have been developed for post-course support.

The following guidelines provide the minimum details required to comply with the milestone reporting requirements of the Short Course Program in 2018 - 2022. Reports should be structured as per the templates described and incorporate sufficient information to allow DFAT and Australia Awards to monitor and assess the outcomes of the Award activities. The reports should demonstrate an understanding of the African development context, flexibility in developing responses to identified issues as they arise, and ways of engaging productively with stakeholders. Where appropriate please include web links to websites that have been developed for post-course support. Reports may be reasonably revised by Palladium from time to time.

Reporting Milestone One: Africa Short Course Design Report

Due four weeks prior to course commencement.

1. Awardee Support
   - Describe the methods used to engage awardees prior to the course and the outcomes from this
   - Describe the methods used to determine English language ability and the support that will be offered as a result of this
   - If applicable, how will you ensure awardees who have disclosed a disability can participate effectively in the course?

2. Course Design: Provide specific details of how the following elements have been considered in the course design, including:
   - Development of Awardees’ relevant skills and knowledge
   - Involvement of partners in course delivery and design. Detail any capacity built as a result of the partnership.
   - Course Delivery Methodology; Logistics and expected outcomes
   - Support to develop and implement the RAP
   - Approach to integrating social inclusion (Including gender, disability and HIV/AIDS)
   - Approach to preparing awardees to become successful leaders
   - Post course support

3. Public Diplomacy and Media Opportunities
   - Identify any potential opportunities to showcase Australia’s expertise in key priority areas, or promote Australia as an active partner in Africa’s development
   - Field Visits and other action orientated activities provide good opportunities for photos to feed promotional activities. Are there any points in the course delivery where a photographer could be involved?
   - With consideration of course delivery locations, detail any suggested activities during course delivery where representatives from DFAT Posts of DFAT Scholarships branch could be invited to participate?

Annex A: Awardee Pre-Departure Pack

Annex B: Detailed Course Design Outline

4. Projected course expenditure per Forecast against Contract Template
Reporting Milestone Two: Africa Short Course Post Course Delivery Report

Due four weeks after course delivery

1. Course Outputs
   1.1. Detail the number of Course participants, and their results in the table below

<table>
<thead>
<tr>
<th>Number of Participants Enrolled</th>
<th>Number of participants who satisfied all assessment requirements</th>
<th>Progress on RAP planning and implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td></td>
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<tr>
<td>Female</td>
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<tr>
<td>Total</td>
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</tbody>
</table>

1.2. Details of participants who did not satisfy assessment requirements or complete the course and the reasons for this

1.3. Details of the qualifications awarded (or to be awarded) if relevant

1.4. Details of any critical incidents

2. Evaluate the course delivery and detail any lessons learnt or recommendations. (Indicate how the lessons learnt will be used to improve the course delivery in future)

   Reflect on:
   - Course delivery methodology (including content)
   - Logistics e.g. for field trips
   - Innovations applied
   - Guest lecturers
   - Assessments
   - The process and support provided to refine and finalising the RAP during the course
   - Public Diplomacy and media leverage
   - English language and learning support

3. Detail the intended approach to Post Course Support

4. Updated Projected course expenditure per Forecast against Contract Template

Reporting Milestone Three: Africa Short Course Evaluation

Due six months after the end of course delivery

1. Detail the approach undertaken to support and engage Awardees post course

2. Using the reporting extract function from the portal, extract all Awardee WRPBs from the portal after six months. Next to each RAP comment on and rate the success of the RAP implementation (1: Successful, 2: Partially Successfully – on track for successful implementation, 3: Partially Successfully – some objectives will be achieved, 4: Not Successful)

   Provide the challenges and enablers to RAP implementation

3. As a result of post course engagement, where possible provide examples of:
3.1. Immediate outcomes of the course on the Alumni’s professional life, and their workplaces. Cite specific examples of change.

3.2. Identify Alumni who have been promoted, change employment, given increase responsibility, transferred skills and knowledge from Award, presented at conference, participated in committees or working groups, or become “knowledge experts” as a result of participation in the course. Also include any work Alumni may have participated in at the country association and other Australia Awards events.

3.3. Identify any links with relevant regional African institutions or professionals. Describe the nature of these relationships.

3.4. Identify any relevant links established between Alumni and Australia institutions, organisations or professionals. Describe the nature of these relationships.

4. Evaluate the approach to post course follow up and support

5. Outstanding Alumni

Outstanding Alumni profiles can be submitted at the point of identification. Ideally, outstanding Alumni should be Awardees who can:

- Demonstrate concrete examples of how they are applying the skills and knowledge gained in the course;
- Using the links established on award to the benefit their organization and country;
- Profiles should include specific policies, skills transfer or practices worked on. (Practice refers to: Any contribution made by the Alumni in their area of expertise related to a change in operational approach or technique to job responsibilities. Policy: developing/amending specific plans or frameworks at organisational, national or regional level. Skills transfer: training, coaching or any other such effort made by Alumni to share the Award-acquired skills with others.)

Where stories of this nature are unavailable, nominate Alumni considered outstanding based on their:

- leadership qualities,
- ability to influence
- potential for development contribution on return
- performance during the course
- potential for development contribution or potential to make a significant contribution to the Alumni activities on return

Indicate the reasons why you have nominated the Awardee as outstanding.

For each outstanding Alumni identified, include the following details:

- Name of ‘outstanding’ alumnus/a:
- Country:
- Sex: M / F
- Course:
- Year completed:
- Email:
- Concrete example(s) of the reasons why the Awardee has been nominated as an Outstanding Alumni
- Add quote of Alumnus/a (if interviewed) in response to the following two questions:
  - How has the knowledge and skills you gained in the Africa Short course helped you in the activity nor activities you described?
  - Do you attribute any of your accomplishments to your studies to the short course?

Photos

Where possible, photos from course activities or awardees activities post course should be forwarded to Palladium. Original files (vector or JPEG) are preferable. Due to files sizes, photos can be posted on CDs or USBs, or send via Dropbox to staff in Brisbane office. Photos should be labelled in a manner to allow for identification of the occasion.
Part 2: Implementation/Work Plan

Weekly Implementation/Work Plan TBC
Part 3: Pastoral Care Plan

Pastoral Care Plan up to a maximum of three A4 pages which conforms to the format provided below:

Institutional Welfare Contacts

<table>
<thead>
<tr>
<th>Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and contact details of institutional contact:</td>
</tr>
<tr>
<td>Name and contact details for 24/7 contact:</td>
</tr>
<tr>
<td>Arrangements in place to deal with out-of-hours emergency calls:</td>
</tr>
<tr>
<td>Mechanisms by which Awardees will be advised of these contact details:</td>
</tr>
</tbody>
</table>

Accommodation

For each segment of the course, where will the Awardees stay?

- Single or sharing
- Self-catering or communal kitchens
- Distance from course delivery location

Airport (Travel to/from course location)

Details of arrival and departure procedures for Awardees

Course related travel

How will Awardees travel from accommodation to delivery location?

Elements of the course that may require other transport i.e. plane or long bus journey

Administration of Participants Stipend

How will the stipend be disbursed?
### Catering

Clear explanation of which meals are and are not provided

### Orientation

At a minimum the following needs to be shared with the participants. Please indicate how the information will be shared i.e. pre-departure material, face to face orientation, web-site, etc. Also indicate who in the organisation will be responsible for the provision of the services, if required.

<table>
<thead>
<tr>
<th>Support Services</th>
<th>Identified areas of potential need</th>
<th>Information accessed in the following manner</th>
<th>Accountable officer / area</th>
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<tbody>
<tr>
<td><strong>Arriving and Living in delivery location</strong></td>
<td>Climate</td>
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<td>Transport</td>
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<td>Food / shopping</td>
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<td>Accommodation</td>
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<td>Arrival / Departure details</td>
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<td>Visa obligations</td>
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<td><strong>Learning Support</strong></td>
<td>Study skills</td>
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<td>Format of assessment</td>
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<td>Contact with staff and peers</td>
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<td>Research</td>
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<td>Access to library</td>
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<td>Category</td>
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<td>IT skills</td>
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<tr>
<td>Health and safety</td>
<td>Advice on medical cover</td>
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<td></td>
<td>Mechanisms to access doctors</td>
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<tr>
<td></td>
<td>What to do in an emergency</td>
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<td></td>
<td>Personal and property safety</td>
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<tr>
<td>Legal</td>
<td>Understanding of location’s legal system</td>
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<td></td>
<td>Reference to laws of relevance i.e. smoking, sexual harassment, tenancy</td>
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<td>Culture and religion</td>
<td>Cultural social norms</td>
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<td>Communication norms</td>
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<td>Religious practises, holidays and access to religious facilities</td>
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<td></td>
<td>Local public holidays observed</td>
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</table>

**Scenario Planning in the case of a Critical Incident**

Please attach an institutional protocol for managing a range of critical incidents, including absenteeism, hospitalisation and potential abscondees from the course.

**Scenario Planning in the case of a Critical Incident**
**Attention:** Program Operations Manager – Australia Awards - Africa  
Palladium INTERNATIONAL PTY LTD  
Level 7, 307 Queen Street  
Brisbane Qld 4000  
Australia

**PROJECT:** Africa Short Course – [Course Name] (Course Dates)

<table>
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<tr>
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1  TOTAL  $

**Payment Instructions**

Please pay the above account by bank transfer to:

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<tr>
<td>Bank Address:</td>
<td>.......................................................</td>
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<tr>
<td>SWIFT Code</td>
<td>.......................................................</td>
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Signature:
Annex 2: Statement of Expenditure Template

Invoice Reference: [Invoice Number]

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<th>#</th>
<th>Date Cost Incurred</th>
<th>Description [include # of units and cost per unit where applicable]</th>
<th>Currency</th>
<th>Cost in currency it was incurred</th>
<th>Exchange rate at the time cost was incurred</th>
<th>Contract Value</th>
<th>Cost (AUD)</th>
<th>GST where Applicable</th>
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</thead>
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<td><strong>Reimbursable Personnel Costs</strong></td>
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<td>Exchange rate at the time cost was incurred</td>
<td>Contract Value</td>
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<td></td>
<td>Other reimbursable costs (please specify, including any media or high level events associated with the course).</td>
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<td>communication costs, etc. for provider staff participating in the visit)</td>
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**Signature of Financial Delegate**

-----------------------------------------------

**Date Signed**

-----------------------------------------------

**Name of Financial Delegate**

-----------------------------------------------

**Title of Financial Delegate**

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Annex 3: Forecast against Contract Template

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<td>accommodation, travel allowance, insurance, in-Africa communication costs, etc. for provider staff participating in the visit)</td>
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<td>Extension support costs (e.g. internet / library access)</td>
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<td>English language support costs (including pre-departure English testing)</td>
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<td>Awardee medical insurance</td>
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<td>Other reimbursable costs (please specify, including any media or high level events associated with the course).</td>
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<td>Conducting an in-Africa visit (including airfares to/from Africa and all internal African airfares), accommodation, travel allowance, insurance, in-</td>
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<td>Participant enrolment fees</td>
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Head Contract Standard and Specific Contract Conditions

Australia Awards in Africa

DFAT Agreement Number: 72360
STANDARD CONDITIONS

PART 1 – COMMON PROVISIONS

1. DEFINITIONS

1.1. In this Contract:

**APS Code of Conduct** refers to the code of conduct of the Australian Public Service available at www.apsc.gov.au.

**APS Values** refers to the values of the Australian Public Service available at www.apsc.gov.au.

**Adviser** means an individual who provides advice (including technical, leadership/oversight) on the strategic direction or implementation of the Project/Program and is engaged under this Contract by the Contractor, but does not include locally engaged staff employed in non-specialist roles associated with this Contract (including staff engaged in administrative or logistical roles, Contractor’s head office staff or contractor representatives).

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

**Associates** means an organisation or organisations whom the Contractor identified in its tender for the provision of the Services as an associate or joint-venture or consortium member to provide the Goods and/or Services.

**Authority** includes any Australian Government (whether State, Territory, Commonwealth or Local Government) Ministry, department, government, governmental or semi-governmental authority, agency, instrumentality, council, corporation, utility or other legal entity.

**Business Day** any day that is not a Saturday, Sunday, public holiday or bank holiday in the ACT.

**Changed Tax** means a new or existing Commonwealth, State or Territory Government or Partner Country tax, duty or charge imposed or a change in an existing Commonwealth, State or Territory Government or Partner Country tax, duty or charge after the execution of this Contract.
Commencement Date is the date of execution of this Contract by the Parties.

Commonwealth means the Commonwealth of Australia or DFAT, as appropriate.


Commonwealth Procurement Rules (‘CPRs’) means the Rules made in accordance with the Public Governance Performance and Accountability Act 2013 (Cth).

Confidential Information means the Confidential Information identified by the Parties at Schedule 4 (Confidential Information) to this Contract.

Contract Material means all material brought into existence in the course of the Contractor’s performance of this Contract, including documents, visual data, information, text and data stored by any means.

Contract means this agreement including the Details, Parts, Schedules and any Annexes (but not including headings).

Contractor Confidential Information means information that is by its nature confidential and/or is designated as confidential in Schedule 4 (Confidential Information) but does not include this Contract or information which is or becomes public knowledge other than by breach of this Contract or any other confidentiality obligation.

Contract Details means the details set out in Contract Details table of this Contract.

Contract Management Group means the representatives nominated by DFAT and the Contractor as set out in the Contract Details table of this Contract.

Data includes any information provided by the Contractor under this Contract from any source, or collected or created by the Contractor in connection with the Services, whether in magnetic, electronic, hardcopy or any other form.

Daily Remuneration Rate has the meaning given in Schedule 2 (Pricing Schedule).

Day/s means calendar days

DFAT means Commonwealth of Australia represented by the Department of Foreign Affairs and Trade.

DFAT Confidential Information means information that is by its nature confidential and/or is designated as confidential in Schedule 4 (Confidential Information) but does not include this Contract or information which is or becomes public knowledge other than by breach of this Contract or any other confidentiality obligation.

DFAT Material means any Material created by DFAT, and/or provided by DFAT to the Contractor.
DFAT Representative means the person nominated by DFAT in the Contract Details.

DFAT Supplied Items means all items of equipment, materials and facilities owned or controlled by DFAT which the Contractor and its Personnel may procure or use in the course of providing the Goods and/or Services.

Disposal means disposal by an authority for the disposal of Commonwealth records in accordance with the Archives Act 1983 (Cth).

Encumbrance means any security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention.

Escalation Representative means the Representative appointed by either the Contractor or DFAT in accordance with Clause 51 (Dispute Resolution).

Fees means the fees for the Services set out in Schedule 2 (Pricing Schedule), not including Reimbursable Costs.

Force Majeure Event includes acts of god or war, pandemic, act of public enemy, terrorist act, civil unrest, nationalisation, expropriation, embargo, restraint of property by government, strike or other form of industrial dispute, provided that they are outside the reasonable control of the affected Party and could not have been prevented or avoided by that Party taking all reasonable steps.

Former DFAT Employee A person who was previously employed by DFAT, whose employment ceased within the last nine (9) months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this Contract.

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

General Interest Charge Rate means the general interest charge rate defined in the Taxation Administration Act 1953 (Cth) on the day payment is due, expressed as a decimal rate per day.

Goods means the parts, equipment, consumables or other items (if any) described in Schedule 1 (Statement of Requirements).

Independent Auditor means an auditing firm that does not have any affiliations with, and is not currently engaged by, the Contractor in any manner.

Intellectual Property means all intellectual property rights including copyright, and all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered and unregistered designs and patents, and any other rights resulting from intellectual endeavour.

Long Term Adviser or LTA means an Adviser working continuously for six (6) months or longer on the Project.
**Loss** or **Losses** means any damage, liability, cost or expense including legal expenses.

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

**Mobility Allowance** means the supplemental payment payable to Long Term Advisers in addition to the Monthly Remuneration Rate in accordance with the Adviser Remuneration Framework.

**Monthly Remuneration Rate** has the meaning given in **Schedule 2** (Pricing Schedule).

**Moral Rights** means the rights of authors in relation to attribution and integrity of authorship or the right against false attribution.

**MOU** or **Treaty** means the Memorandum of Understanding or Treaty in relation to Development Cooperation, including any related Subsidiary Arrangement entered into between DFAT and the Government of the relevant Partner Country, if any, which deals with the governmental arrangements applicable to this Contract.

**NAA** means the National Archives of Australia.

**Partner Country** means the country/countries in which the Services are to be delivered as specified in **Schedule 1** (Statement of Requirements).

**Partner Government** means the Government of the relevant Partner Country or Partner Countries.

**Party** means DFAT or the Contractor or a Department or Agency that has signed **Schedule 9** (Department/Agency Access Form).

**Payment Milestone** means a milestone identified as **Management Fees Payable by Milestone**, in **Schedule 2** (Pricing Schedule) for which the Contractor is entitled to receive a payment in accordance with the Contract.

**Performance Payment** means a payment of Management Fee, identified as a **Performance Assessment Payments**, in **Schedule 2** (Pricing Schedule) for which the Contractor is entitled to receive a payment in accordance with the Contract.

**Persistent Breach** means three (3) or more breaches of the same Performance Standard as outlined in **Clause 9** of the Standard Conditions or any performance standards outlined in **Schedule 1** (Statement of Requirements) in any Australian calendar year.

**Personnel** means the Contractor’s officers, employees, agents, advisers, Contractors and subcontractors (including their respective personnel), and includes Specified Personnel and Associates.
**Pre-existing Contractor Material** means any Material developed by the Contractor that:

(a) is in existence at the Commencement Date or is subsequently brought into existence other than as a result of the performance of the Contract, and

(b) is embodied in, or attaches to, the Services or is otherwise necessarily related to the functioning or operation of the Services.

**PGPA Act** means the *Public Governance, Performance and Accountability Act 2013* (Cth).

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Privacy Commissioner** means the person so named in the *Australian Information Commissioner Act 2010* (Cth).

**PAYG** means *Pay As You Go Withholding Non-compliance Tax Act 2012* (Cth).

**Project/Program** means the *Australia Awards in Africa*.

**Project/Program Administration and Equipment** means goods and services (such as office furniture, computers, vehicles, communications, utilities and office rent) required by the Contractor for the day-to-day administration of the Project/Program.

**Project Specific Conditions** means Part 7 of this Contract.

**Project Start Date** means the date by which the Contractor must commence the Services in the Partner country.

**Project Supplies** means goods provided to the Partner Country by the Contractor during the course of the Project/Program as required by this Contract.

**Record** has the meaning given to the term in the *Acts Interpretation Act 1901* (Cth).

**Recordkeeping** means making and maintaining complete, accurate and reliable evidence of business transactions relevant to the Goods and/or Services provided under this Contract in the form of documents and other recorded information.

**Reimbursable Costs** means any costs incurred by the Contractor for which DFAT shall reimburse the Contractor as specified in Schedule 2 (Pricing Schedule).

**Relevant Employer** has the meaning given to the term in the *Workplace Gender Equality Act 2012* (Cth) (‘WGE Act’).

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

**Services** means the Services described in the Contract Details, Schedule 1 (Statement of Requirements) and the Contractor’s other obligations under the Standard Conditions of this Contract.
**Short Term Advisers** or STA means Advisers working on the Project/Program for less than six (6) months continuously.

**Small Business** means an enterprise that employs less than the full time equivalent of 20 persons on the day that the Contract is entered into.

**Specified Acts** means the use, reproduction, adaptation or exploitation of Material in conjunction with the Contract Material.

**Specified Personnel** means the personnel listed as Specified Personnel in Schedule 1 (Statement of Requirements).

**Standard Contract Conditions** means the provisions contained in Parts 1-6 of the Contract.

**Supplies** means Project Supplies and Project Administration and Equipment purchased by the Contractor for use in this Project/Program.

**Tax Invoice** means a tax invoice which complies with the requirements under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (“GST Act”).

**Taxable Supply** has the meaning it has under the GST Act.

**Team Leader** means the specified person nominated in Schedule 1 (Statement of Requirements)

**Tender** means the Tender submitted by the Contractor together with accompanying documentation as an offer to undertake the Services.

**Third Party Issues** means any issues or events which may affect the provision of the Goods and/or Services and which are within the control of a party other than DFAT, the Australian High Commission or Australian Embassy in or having responsibility for the Partner Country or the Contractor.

**Third Party Material** means any Material made available by the Contractor for the purpose of the Contract in which a third party holds Intellectual Property Rights.

**Use** includes run (in the case of software), copy, modify, adapt, develop, integrate or deal with in any other way.

**World Bank List** means a list of organisations maintained by the World Bank in its “Listing of Ineligible Firms” or “Listings of Firms, Letters of Reprimand” posted at: http://web.worldbank.org
2. **INTERPRETATION**

2.1. In this Contract including the Recitals and Schedules, unless the context otherwise requires:

   (a) a reference to this Contract or another instrument includes any variation, amendment, novation, or replacement of any of them;

   (b) words in the singular include the plural and vice versa;

   (c) words denoting a gender include all genders;

   (d) a reference to a person includes a natural person and any type of body or entity whether incorporated or governmental, and any executor, administrator or successor in law of the person;

   (e) a reference to any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

   (f) “shall” and “must” denote an equivalent positive obligation;

   (g) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

   (h) a reference to ‘dollars’, ‘$’ or AUD is a reference to Australian currency;

   (i) a reference to any Party to this Contract includes a permitted substitute or a permitted assign; and

   (j) if a word or phrase is defined, other parts of speech have a corresponding meaning.

2.2. No rule of construction shall apply in the interpretation of this Contract to the disadvantage of one Party on the basis that such Party put forward or drafted this Contract or drafted any provision of this Contract.

6. **CONTRACTOR OBLIGATIONS**

6.1. The Contractor must:

   (a) ensure that Advisers provide a written declaration prior to confirming their eligibility for allowances under the Adviser Remuneration Framework. The written declaration shall be substantially in accordance with the declaration at Schedule 7 (Declaration of Status).

10. **WARRANTIES**

10.1. The Contractor warrants that it does not have any judicial decision against it relating to employee entitlements (not including decisions under appeal), that has not been met in full by the Contractor.
10.2. If any judicial decision against the Contractor relating to employee entitlements occurs during the Term of the Contract, the Contractor must notify DFAT immediately.

10.3. The Contractor warrants that it has made its own assessment of all information made available to the Contractor in respect of the Services and sought all appropriate professional advice.

10.4. The Contractor warrants that it has full corporate power and authority to enter into, perform and observe its obligations under this Contract and that the execution, delivery and performance of this Contract shall be duly and validly authorised by all necessary corporate action.

10.5. Where the Contractor is a trustee, the Contractor warrants that it enters this Contract personally and in its capacity as trustee has the power to perform its obligations under this Contract.

**Goods**

10.6. In relation to Goods provided to DFAT, the Contractor warrants that the Goods:

   (a) are of acceptable quality, are safe and durable;
   (b) are free from defects in: design, performance, materials and workmanship;
   (c) are fit for all the purposes for which goods of that kind are commonly supplied;
   (d) comply with Australian (or if none apply, international) standards;
   (e) will not be adversely affected in any way by any date-related issue; and
   (f) are free of any Encumbrances.

10.7. The Contractor must ensure that DFAT obtains the full benefit of any third party warranties available for the Goods.

**Services**

10.8. In relation to the Services provided to DFAT by the Contractor under this Contract, the Contractor represents and warrants that:

   (a) its Personnel have the necessary experience, skill, knowledge, expertise and competence to perform the Services; and
   (b) the Services or related products are free from defects in design, performance and workmanship and are safe and durable.
**DFAT Property**

10.9. The Contractor warrants that it and its Personnel will:

   (a) use in a proper manner and maintain in good order all DFAT Supplied Items which the Contractor and its Personnel may use in the course of providing the Goods and/or Services under this Contract; and

   (b) promptly return all DFAT Supplied Items upon completion of use or otherwise upon expiry or termination of this Contract.

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**CONFLICT OF INTEREST**

11.1. The Contractor warrants that, at the date of signing this Contract, no conflict of interest exists, or is likely to arise in the performance of its obligations under this Contract.

11.2. The Contractor must use its best endeavours to ensure that no conflict of interest arises in relation to the performance of any aspect of this Contract.

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**BRANDING**

15.1. The Contractor must:

   (a) identify, and with prior DFAT approval, implement appropriate opportunities for publicising the Project/Program (including signage at each Project/Program site that acknowledges the funding of the Project/Program) in accordance with “DFAT Guidelines for managing Contractors (or NGOs or multilateral agencies) on the use of logos and other forms of acknowledgement” at all times;

   (b) only use the Australian Government/DFAT crest logo with prior approval, (in-line version or stacked version) in Australia or the Australian Aid identifier overseas to denote association with Australia, the Australian Government or DFAT in any publicity or other project related materials; and

   (c) promptly remove Contractor signs at the completion of the Project/Program unless otherwise instructed by DFAT.

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**PART 2 - COMPLIANCE**

**25. INVESTIGATION BY THE OMBUDSMAN**

25.1. In carrying out the Services, the Contractor, and an employee or subcontractor of the Contractor, may be a ‘Commonwealth service provider’ under Section 3BA of the Ombudsman Act 1976 (Cth).
25.2. The Contractor must use its best endeavours, and must ensure that employees and sub-contractors of the Contractor use their best endeavours, in undertaking the Services, not to engage in conduct that:

(a) would, if the Contractor or an employee or sub-contractor were an officer of DFAT, amount to a breach of duty or to misconduct; or

(b) should be brought to the attention of the principal officer of DFAT as defined in the *Ombudsman Act 1976* (Cth).

25.3. If the Commonwealth Ombudsman commences an investigation of conduct of the Contractor, as a Commonwealth service provider, the Contractor, at the cost of the Contractor, must cooperate with the investigator including:

(a) providing all documentation required by the investigator;

(b) making Contractor Personnel available to assist the investigator; and

(c) allowing the investigator, at any reasonable time of the day, to enter a place occupied by the Contractor and carry on the investigation at that place.

25.4. If the Ombudsman brings evidence to the notice of DFAT concerning the conduct of the Contractor, or of an employee or sub-contractor of the Contractor, the Contractor must, at the cost of the Contractor, take whatever remedial action is required by DFAT or by the Ombudsman to rectify the situation.

29. **COMPLIANCE WITH LAWS AND POLICIES**

29.1. The Contractor is responsible for ensuring that it and Personnel comply with applicable laws, Treaties or MOUs of the Commonwealth, any State, Territory or local authority and applicable Commonwealth Government policies as set out in this Contract or as notified to the Contractor from time to time.

29.2. With respect to any monies payable either to DFAT by the Contractor or to the Contractor by DFAT, the Contractor must:

(a) comply with all relevant provisions of Commonwealth legislation, financial regulations and directions, except to the extent that the relevant obligation is imposed on DFAT; and

(b) if required by DFAT, comply with any recommendation by the Commonwealth Auditor-General concerning the handling of DFAT’s money.

29.3. In performing any part of this Contract outside Australia, the Contractor and its Personnel and Sub-Contractors must:

(a) not engage in any political activity in the relevant country during the provision of the Goods and/or Services;

(b) observe all laws and respect all religions and customs of that country; and
(c) conduct themselves in a manner consistent with the Public Service Act 1999 (Cth) (including the Australian Public Service Values and Employment Principles and Code of Conduct).

30. **SECURITY**

30.1. The Contractor is responsible for the security of Contractor Personnel, ensuring that both the Contractor and its Personnel comply with this Clause 30.

30.2. If, during the Term of this Contract, the Contractor is required to access or otherwise gains access to Official Information or Security Classified Information, it agrees to comply with:

(a) all relevant security requirements specified in the Commonwealth Protective Security Policy Framework as minimum standards;

(b) the security requirements specified in this Contract; and

(c) any variations or additions to the security requirements under this Clause 30 that DFAT (in its absolute discretion) notifies the Contractor in writing. Such changes to the security requirements must be implemented by the Contractor from the date specified in the notice (or 5 Business Days after it receives the notice if no date is specified).

30.3. The Contractor must ensure that all its Personnel, when using DFAT’s premises or facilities, comply with all DFAT procedures and directions relating to security.

30.4. If required by DFAT each of the Contractor’s Personnel engaged by or on behalf of the Contractor, must meet all necessary security assessments and standards required by DFAT including:

(a) an identity check;

(b) a National Police Clearance check or equivalent;

(c) signing any forms notified to the Contractor by DFAT from time to time;

(d) holding Australian Government security clearances to the level requested by DFAT in accordance with the Commonwealth Protective Security Policy Framework, or as otherwise required by DFAT;

(e) attending and completing a DFAT Security Awareness Course prior to or as soon as possible after the Commencement Date at the Contractor’s cost; and

(f) complying with any other security awareness requirements reasonably requested by DFAT.

30.5. DFAT will facilitate the obtaining of security clearances for Contractor Personnel. The Contractor must bear the cost of security clearances for its Personnel. If the security requirements are redefined, the Contractor is entitled to apply to DFAT for a price variation.
30.6. All Personnel, where DFAT considers this appropriate, must:

(a) attend and complete a Departmental Security Awareness Course prior to or as soon as possible after the Commencement Date at the Contractor’s cost; and

(b) comply with any other security awareness requirements reasonably requested by DFAT.

30.7. The Contractor acknowledges that if any of its Personnel lose their security clearance or causes a security breach, DFAT may:

(a) after consultation with the Contractor, require the replacement of that Personnel; or

(b) terminate this Contract for breach.

30.8. The Contractor must:

(a) notify DFAT immediately on becoming aware of any security incident or security breach and comply with all DFAT directions to rectify the security problem; and.

(b) participate in security reviews of its procedures at least annually as requested by DFAT and participate in any security audit in relation to the Contract, providing full co-operation to DFAT or its independent auditors, including the Australian National Audit Office.

31. WORK HEALTH AND SAFETY

31.1. The Contractor must perform its, and must ensure that its Personnel, perform their, obligations under this Contract in strict compliance with the Work Health and Safety Act 2011 (Cth) (‘WHS Act’) and are able to participate in:

(a) any necessary inspections of work in progress;

(b) any necessary consultation with DFAT regarding implementation of the WHS Act provisions; and

(c) tests and evaluations of the Goods and Services.

31.2. The Contractor agrees, when using DFAT’s premises or facilities, to comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or in regard to those facilities, as notified by DFAT or as might be inferred from the use to which the premises or facilities are being put.

31.3. Without limiting any other provision of this Contract, the Contractor agrees to, on request, give all reasonable assistance to DFAT, by way of provision of information and documents, to assist DFAT and its officers as defined in the WHS Act to comply with the duties imposed on them under the WHS Act.

31.4. The Contractor acknowledges that DFAT may direct it to take specified measures in connection with the Contractor’s work under this Contract that
DFAT considers reasonably necessary to deal with an event or circumstance that has or is likely to have, an adverse effect on the health or safety of persons. The Contractor must comply with the direction at its own cost.

PART 3- CONTRACT MANAGEMENT

35. REVIEW

35.1. At any time DFAT may itself, or may appoint an independent person or persons to conduct a review of any matter capable of affecting the performance of this Contract.

35.2. The Contractor and its Personnel must participate cooperatively in any reviews conducted by DFAT or its nominees, while continuing to perform its obligations under this Contract, and respond in writing to any draft review report within 28 Business Days after the date of receipt by the Contractor of the draft report.

35.3. Each Party must bear its own costs of any such reviews conducted by or on behalf of DFAT.

36. PERFORMANCE ASSESSMENT

36.1. The Contractor acknowledges and agrees that DFAT may issue in relation to this Contract:

(a) a Partner performance assessment;
(b) Adviser performance assessments;
(c) sub-contractor performance assessments; and
(d) sub-contractor key personnel performance assessments.

36.2. Performance assessments will be substantially in accordance with the assessment sheet in Schedule 10 (Partner Performance Assessment). Within 15 days of receiving a performance assessment from DFAT, the Contractor must:

(a) sign and return to DFAT the Partner Performance Assessment together with any response; and
(b) ensure that all other performance assessments together with any response the sub-contractor or any personnel wishes to include are signed and returned to DFAT.

36.3. The Contractor must undertake Adviser, sub-contractor and sub-contractor personnel assessments as required by DFAT.

36.4. The Contractor must insert clauses in any sub-contracts relating to the Contract that require the sub-contractor to agree that:

(a) DFAT or the Contractor may issue:
38. **SUBCONTRACTING**

38.1. The Contractor may not sub-contract the provision of the whole of the Goods and/or Services and must not enter into a subcontract relating to the provision of the Goods and/or Services with a person who is or an entity which is listed on a World Bank List or a Relevant List.

38.2. The Contractor must obtain DFAT’s prior written approval to sub-contract with any third party, except Specified Personnel, to the value of **AUD100,000** or more. In granting its approval, DFAT may impose any conditions it considers appropriate.

38.3. Where DFAT objects to the Contractor’s preferred sub-contractor or DFAT nominates a particular sub-contractor in place of the Contractor’s preferred sub-contractor, the Contractor must enter into an agreement with the sub-contractor as directed by DFAT on the basis of remuneration approved by DFAT and provide DFAT with a copy of the executed sub-contract.

38.4. If the Contractor subcontracts its performance of any part of this Contract, the Contractor will remain liable for the acts, defaults and omissions of the subcontractor as if they were the Contractor’s acts, defaults and omissions.

38.5. Any subcontract entered into by the Contractor for the performance of any part of this Contract must contain clauses:

   (a) that authorise the Commonwealth to publish details of the name of the subcontractor and the nature of the Services that the subcontractor is subcontracted to perform

   (b) under which the subcontractor assumes all the Contractor’s obligations (including all obligations under Australian Law and development policies), and gives all the warranties the Contractor gives, under this Contract to the extent they are relevant to the Services the subcontractor is subcontracted to perform; and

   (c) that give DFAT the right of substitution under Schedule 5 (Deed of Novation and Substitution), to further novate the sub-contract to another contractor. The Contractor entering into a subcontract for the provision of parts or elements of
the performance of the Services, or provision of the Goods, does not create any contractual relationship between DFAT and the subcontractor.

PART 4 – RECORDS, AUDIT AND REPORTS

39. RECORDKEEPING

39.1. The Contractor must ensure that it and its Personnel at all times to the satisfaction of DFAT:

(a) keep accurate and up-to-date accounts and records relating to the performance of its obligations under this Contract (including receipts and expenses) in a manner that enables them to be conveniently and properly audited;

(b) record all operational activities in relation to the provision of the Services, including to enable the prevention, detection and investigation of Fraud as required by Clause 27 (Fraud);

(c) keep accurate and up-to-date accounts and records which contain details of the disposition of Supplies as agreed to by DFAT, such as replacement, write-off or transfer to the Partner Country;

(d) comply with any standards prescribed by DFAT from time to time for the creation, care, access, storage, preservation and return or legal destruction of its accounts and records (including Contract Material) and any DFAT material;

(e) provide all reasonable assistance requested by DFAT for any administrative or statutory review concerning this Contract; and

(f) retain copies of all accounts and records for a period of seven (7) years after termination or expiration of this Contract or completion of any legal action arising out of or in connection with this Contract, whichever occurs later.

39.2. DFAT retains legal ownership of all records created for the provision of the Goods and/or Services by the Contractor. Upon termination or completion of this Contract, the Contractor must transfer all records created and maintained for Goods and/or Services provided by the Contractor under this Contract to DFAT in a format and manner which allows the records to be quickly and easily retrieved, reviewed and utilised by DFAT.

39.3. The Contractor must store, dispose of, and/or transfer, custody or the ownership of any Commonwealth records in accordance with standards issued under the Archives Act 1983 (Cth) and/or any specific instructions provided from time to time by the Australian Government through the NAA.

39.4. The Contractor must comply with any direction given by DFAT for the purpose of transferring Commonwealth records to the possession, custody or control of the NAA or providing the NAA with full and free access to those records.
39.5. The Contractor must maintain up to date records of the names of all subcontractors engaged by the Contractor to perform part of the Services.

39.6. The Contractor may keep one (1) copy of all records created during the course of the provision of the Goods and/or Services for legitimate risk management and audit purposes.

41. ACCESS TO PREMISES AND RECORDS

41.1. The Contractor must:

(a) produce records, books and accounts for inspection by DFAT immediately upon request (including where entering into a subcontract and executing a Deed of Novation and Substitution) at the same time or within ten (10) Business Days of execution of the sub-contract by the Contractor.

(b) permit each of DFAT, the Commonwealth Auditor-General and the Information Privacy Commissioner or Privacy Commissioner as appropriate at reasonable times and on reasonable notice, through their officers, agents or advisers authorised on their behalf, to:

(i) access the Contractor’s premises;

(ii) examine, inspect, audit and copy any accounts and records relating to this Contract or the Goods and/or Services;

(iii) provide all necessary facilities for this purpose; and

(iv) in the case of documents or records stored on a medium other than in writing, make available to DFAT on request reasonable facilities necessary to enable a legible reproduction to be created.

41.2. In the exercise of the rights under this Clause 41, DFAT must use reasonable endeavours not to unreasonably interfere with the Contractor’s performance under the Contract in any material respect.

42. AUDIT

42.1. DFAT has the inspection and audit rights described in Clause 41 (Access to Premises and Records) and this Clause 42 and subject to these provisions, each Party is to bear its own costs in relation to any audit.

42.2. DFAT or a representative of DFAT may conduct audits relevant to the performance and/or compliance by the Contractor with any of its obligations under the Contract, including audits of the Contractor’s relevant:

(a) operational practices and procedures;

(b) project and financial management governance;

(c) oversight practices and procedures;
(d) invoices and reports;
(e) Material (including records, books and accounts) in the possession of the Contractor; and/or
(f) other matters determined by DFAT to be relevant to the performance of the Contractor’s obligations under the Contract.

42.3. Where DFAT has reasonable concerns regarding the Contractor's financial management systems, DFAT must provide the Contractor with written notification of those concerns outlining the action to be undertaken by the Contractor. These actions include:

(a) a request that the Contractor's Company Director provide a Statutory Declaration confirming that he/she has sighted the necessary supporting documentation and confirms the veracity of the claim for payment;
(b) the Contractor providing DFAT with additional documentation to support the claim for payment; and/or
(c) a direction that the Contractor engage an independent, suitable organisation to undertake an audit of those financial management systems, including its invoicing procedures and practices, with a copy of the audit report to be provided to DFAT.

42.4. The Contractor must respond to any notice received under Clause 42.3 above within fourteen (14) Business days.

42.5. DFAT reserves the right, at any time to direct the Contractor engage an independent audit firm and to provide DFAT with a copy of the audit report from the independent auditor.

42.6. If DFAT directs the Contractor to undertake an independent audit it must do so at the Contractor’s cost, and the Contractor must comply with any directions given by DFAT regarding terms of reference or required auditing standards.

42.7. Where a direction has been made under Clause 42.6 above, DFAT will not make any further payments owed to the Contractor pending certification of the reliability of the Contractor’s financial management systems and the veracity of the invoicing procedures and practices.

42.8. This Clause 42 applies for the term of this Contract and for a period of seven (7) years from the date of its expiration or termination.

42.9. The requirement for access and participation in audits does not in any way reduce the Contractor’s responsibility to perform its obligations in accordance with this Contract.
62. **COMPLIANCE WITH DFAT POLICIES**

62.1. The Contractor and its Personnel will ensure it is compliant with all DFAT policies including:


   Particular attention must be directed towards the Strategy's guiding principles;

   (b) the child protection compliance standards in the ‘Child Protection Policy’ for the DFAT - Australian Aid Program, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au);

   (c) the ‘Family Planning and the Aid Program: Guiding Principles’ (2009) for the DFAT - Australian Aid Program, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au);

   (d) information accessibility requirements contained in the ‘Guidelines for preparing accessible content’ (2012) for the DFAT - Australian Aid Program, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au);

   (e) the ‘Environment Protection Policy for the Aid Program’ (2014), accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au); and


64. **GENDER EQUALITY**

64.1. The Contractor must comply with its obligations, if any, to promote gender equality in the workplace under the *Workplace Gender Equality Act 2012* (Cth) (‘WGE Act’)

64.2. If the Contractor becomes non-compliant with the WGE Act during the Term of the Contract, the Contractor must notify the DFAT Officer nominated in Clause 24 (Notices) and DFAT reserves the right to provide the Contractor with directions regarding compliance.

64.3. If the Term of the Contract exceeds eighteen (18) months, the Contractor must provide a current letter of compliance with the WGE Act within 18 months from the Contract Commencement Date and following this, annually, to the DFAT Officer nominated in Clause 24 (Notices).

70. **PROCUREMENT AND GRANTS**

70.1. In procuring all Supplies for the purposes of providing the Goods and/or Services to DFAT (including establishing subcontracts), the Contractor must:
determine what Supplies are required for proper implementation of the Services and advise DFAT;

(a) keep DFAT informed of ongoing requirements for Supplies in connection with the Project;

(b) implement procedures that are consistent with the principles of the Commonwealth Procurement Rules or the Performance Governance and Accountability Rules in particular, observing the core principles of achieving value for money and the supporting principles;

(c) maintain complete and accurate records documenting the procedures followed in procuring, and the particulars of Supplies;

(d) use its best endeavours to ensure Supplies are maintained including taking appropriate steps to ensure that manufacturers’ warranties of Supplies are secured and warranty conditions followed;

(e) use its best endeavours to ensure Supplies are free from defects in design, material, manufacture or workmanship. The Contractor must replace defective Supplies under warranty provisions or at its own cost; and

(f) use the Supplies only for the purposes permitted under this Contract.

70.2. In administrating any Grant activities, the Contractor must:

(a) implement procedures so that grant administration is undertaken in a manner that is consistent with the Commonwealth Grants Rules and Guidelines, in particular the seven Key Principles for Grants Administration; and

(b) maintain complete and accurate records documenting the procedures followed in selecting grant recipients.
SCHEDULE 3 - Deed of Confidentiality

THIS DEED POLL is made on the [ ] day of [ ] in favour of COMMONWEALTH OF AUSTRALIA represented by the Department of Foreign Affairs and Trade (“DFAT”).

BY [Insert name and address of Recipient who will have access to Confidential Information] (the "Recipient").

RECITALS

A. DFAT and Contractor’s Name (the "Contractor") have entered into a Contract for the purpose of a project in [Country].

B. The Recipient has been engaged by the Contractor to work on the project.

C. The Recipient, in carrying out that work, be given access to Confidential Information.

D. DFAT requires the Recipient to enter into this Deed in relation to use of Confidential Information.

THE RECIPIENT DECLARES AS FOLLOWS:

1 INTERPRETATION

In this Deed, unless the contrary intention appears:

‘Confidential Information’ means information that:

(a) is designated by DFAT as confidential; or

(b) the Recipient knows or ought to know is confidential,

but does not include information which:

(c) is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality.

“Personal Information” has the same meaning as in the Privacy Act 1988.

2 CONFIDENTIAL INFORMATION
2.1 The Recipient acknowledges and agrees that:

(a) the Confidential Information is confidential and that any Confidential Information disclosed to the Recipient is disclosed to the Recipient only pursuant to the terms of this undertaking;

(b) it must not, other than with the prior written approval of the Commonwealth, use, disclose, divulge or deal with any Confidential Information, nor allow any act, matter or thing to be done or occur whereby any Confidential Information may be ascertained or used by, or disclosed or communicated to, any other person, except in accordance with the terms of this undertaking; and

(c) improper use or disclosure of Confidential Information would damage the Commonwealth.

3 RESTRICTIONS ON USE

3.1 The Recipient must:

(a) keep the Confidential Information, and all documents containing, or referring to, any Confidential Information, under effective control of the Recipient;

(b) not use or reproduce any document containing, or referring to, any Confidential Information, nor allow any other person to use or reproduce any such document;

(c) take all reasonable steps to ensure that Confidential Information, and all documents containing, or referring to, any Confidential Information, are protected at all times from any unauthorised use, disclosure or access and immediately notify the Commonwealth if the Recipient becomes aware of any unauthorised access to, or use or disclosure of, any Confidential Information;

(d) if required at any time by the Commonwealth to do so, deliver up to the Commonwealth, or destroy, all Confidential Information, including all documents containing, or referring to, any Confidential Information, in the possession, custody or control of the Recipient; and

(e) if required by the Commonwealth:

(i) permit the Commonwealth reasonable access to the Recipient’s premises and information management systems to ensure or check compliance with this undertaking; and

(ii) provide to the Commonwealth a statutory declaration of an officer of the Contractor stating that Clause 3.1(e) has been complied with.

4 PERSONAL INFORMATION

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

5. **SURVIVAL OF OBLIGATIONS**

5.1 The obligations in this Deed are perpetual.

**EXECUTED** as a deed poll.

**SIGNED,** by the Individual in the presence of:

) ..............................................

) 

Signature of

) ..............................................

Signature of witness

) ..............................................

Name of witness

*(Print)*
SCHEDULE 5 - Deed of Novation and Substitution

This DEED OF NOVATION AND SUBSTITUTION made the day of

BETWEEN:

COMMONWEALTH OF AUSTRALIA represented by the Department of Foreign Affairs and Trade ("DFAT")

AND:

[ABN of ]

(the “Subcontractor”) of the second part;

AND:

Insert Contractor’s Name and ACN] of [insert Contractor’s Address (the “Contractor”) of the third part.

WHEREAS:

A. DFAT is concerned to ensure that the Services under the Contract are properly delivered.

B. The Subcontractor is a subcontractor to the Contractor for the Services.

C. The Subcontractor and Contractor have agreed with DFAT to novate the Subcontract to DFAT in the event that DFAT exercises its right under Clause 38 (Subcontracting) and 37 (Specified Personnel) of the Contract.

D. The Subcontractor agrees that DFAT may novate the Subcontract to another Contractor at its sole and absolute discretion in the event that DFAT has exercised its right under Clause 38 and Clause 37 of the Contract.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

“Business Day” means a day on which trading banks are open for business in Canberra;

“Commencement Date” has the same meaning as in the Contract;

“Contract” means the Contract for the provision of Services between DFAT and the Contractor dated on or about [ ];

“Deed” means this Deed of Novation;

“Services” means the services to be provided by the Contractor to DFAT under the Contract;
“Party” means DFAT, the Subcontractor or the Contractor;

“Subcontract” means the contract between the Contractor and the Subcontractor for the provision of the Subcontractor Services; and

“Subcontractor Services” means the services that the Subcontractor is obliged to provide to the Contractor under the Subcontract.

2. APPLICATION OF DEED

2.1 The Contractor and the Subcontractor agree that:

(a) this Deed is entered into for the benefit of DFAT; and

(b) DFAT may exercise the rights granted to it under this Deed.

2.2 This Deed commences on the Commencement Date of the Subcontract.

3. NOVATION

3.1 DFAT may issue a notice of substitution to the Subcontractor if DFAT is entitled to exercise its rights under Clause 38 (Subcontracting) and Clause 37 (Specified Personnel) of the Contract.

3.2 The Parties agree that on and from the date of issue of a notice of substitution:

(a) DFAT is substituted for the Contractor under the Subcontract in respect of the Subcontractor Services as if DFAT was originally the Party to the Subcontract instead of the Contractor, and all references in the Subcontract to the Contractor are to be read and construed as if they were references to DFAT;

(b) DFAT is to pay any amount due to the Subcontractor under the Subcontract to the Subcontractor and the receipt of the Subcontractor shall be full and sufficient discharge for any such payments;

(c) subject to paragraph (a), DFAT is bound by, and must fulfil, comply with and observe all the provisions of the Subcontract and enjoys all the rights and benefits of the Contractor under the Subcontract; and

(d) the performance by the Subcontractor of services under the Subcontract, is instead of, and not in addition to, any performance by the Contractor of its obligations under that Subcontract.

3.3 If DFAT exercises its rights of novation under this deed, DFAT may further novate the Subcontract by substituting a new contractor in place of the Contractor on the terms of this deed with appropriate alterations. In the event of such novation, the rights and obligations of the Subcontractor with respect to the Contractor shall become the rights and obligations of the Subcontractor with respect to the new contractor.
4. **RELEASE**

4.1 Except in relation to payment due from the Contractor to the Subcontractor under the Subcontract but unpaid on the date of issuing of the notice of substitution referred to in Clause 3 of this Schedule, the Contractor releases and discharges DFAT from any and all claims, actions, proceedings, obligations and liabilities (whether based in negligence or any other form of legal liability) in respect of or in any way arising from the Subcontract prior to the date of the notice of substitution in respect of the Subcontractor Services.

5. **FURTHER ASSURANCES**

5.1 Each Party must take such steps, execute all such documents, and do all such acts and things as may be reasonably required by the other Party to give effect to any of the transactions contemplated by this Deed.

6. **DISCHARGE**

6.1 Neither the Subcontractor nor the Contractor are discharged or released or excused from this Deed by an arrangement made between the Contractor and the Subcontractor prior to the issue of a notice of substitution with, by any change to the Subcontract, or by any forbearance whether as to payment, time or otherwise.

6.2 The Contractor undertakes to notify DFAT of any alterations to the Subcontract or other matter referred to in Clause 3 of this Schedule. A failure of the Contractor to notify DFAT under this clause does not alter the Subcontractor’s obligations under this Deed.

6.3 This Deed by the Subcontractor for DFAT to assume the obligations of the Contractor is discharged in relation to the Subcontract only on completion by the Subcontractor of all its obligations under the Subcontract in respect of the Subcontractor Services, or, in the event of the issue of a notice of substitution, on the due and proper performance of the Subcontract by the Subcontractor.

6.4 The obligations of DFAT under this Deed in its application to the Subcontract must not exceed the obligations of the Contractor under the Subcontract.

7. **NOTICES**

7.1 A notice required or permitted to be given by one Party to another under this Deed must be in writing and is treated as being duly given and received:

(a) when delivered (if left at that Party’s address);

(b) on the third Business Day after posting (if sent by pre-paid mail); or

(c) on the Business Day of transmission (if given by facsimile and sent to the facsimile receiver number of that Party and the facsimile machine provides an affirmation of a successful transmission).
Address of Party

7.2 For the purposes of this clause, the address of a Party is the address set out below or another address of which that Party may from time to time give notice to each other Party:

**DFAT**

To: Desk Name

Attention: Country Program Manager

Address: Department of Foreign Affairs and Trade
          RG Casey Building
          John McEwen Crescent
          Barton
          ACT 0221
          AUSTRALIA

Facsimile: Desk Fax

**Contractor**

To: Contractor's Name

Attention:

Address: Contractor's Address

Facsimile: Contractor's Fax

**Subcontractor**

To:

Attention:

Address:

Facsimile:

8. **LAWS**

8.1 This Deed is subject to and construed in accordance with the laws in force in the Australian Capital Territory.
9. **WARRANTY**

9.1 The Subcontractor and the Contractor each warrant and represent to DFAT that at all times:

(a) the execution and delivery of this Deed has been properly authorised by all necessary corporate action of the Subcontractor and the Contractor respectively;

(b) the Subcontractor and the Contractor respectively each has full corporate power and lawful authority to execute and deliver this Deed and to consummate and perform or caused to be performed its obligations under this Deed;

(c) this Deed constitutes a legal, valid and binding obligation of the Subcontractor and the Contractor respectively, enforceable in accordance with its terms by appropriate legal remedy; and

(d) to the best of each of the Subcontractor’s or the Contractor’s knowledge, there are no actions, claims, proceedings or investigations pending or threatened against or by the Subcontractor or the Contractor respectively that may have a material effect on the ability of the Subcontractor or the Contractor respectively to perform its obligations under this Deed.

10. **GENERAL**

**Counterparts**

10.1 This Deed may be executed up to three (3) counterparts and all of those counterparts taken together constitute one and the same instrument.

**Attorneys**

10.2 Where this Deed is executed on behalf of a Party by an attorney, that attorney by executing declares that the attorney has no notice of the revocation of the power of attorney under the authority of which the attorney executes this Deed on behalf of that Party.

**Further Assurance**

10.3 Each Party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it or them by notice from another Party effectively to carry out and give full effect to this Deed and the rights and obligations of the Party under it.

**Assignment**

10.4 No Party may assign or transfer any of its rights or obligations under this Deed without the prior consent in writing of the other Parties. DFAT may withhold its consent in its absolute discretion.

**EXECUTED** as a Deed.
SIGNED for and on behalf of the COMMONWEALTH OF AUSTRALIA in the presence of:  

Signature

Signature of witness

Name of witness
(Print)

SIGNED for and on behalf of [Subcontractor] by:  

Director
Name of Director
(Print)

Director/Secretary
Name of Director/Secretary
(Print)

SIGNED for and on behalf of [Contractor] by:  

Director
Name of Director
(Print)

Director/Secretary
Name of Director/Secretary
(Print)
Schedule 11 – Adviser Performance Assessment

NOTES FOR COMPLETING:

1. This form is to be used by DFAT and/or its implementing Partners for assessing Adviser performance.
2. An Adviser Performance Assessment (APA) is undertaken on completion of an adviser contract, or annually for engagements longer than one year in duration.
3. DFAT or the relevant MC may seek the views of Partner Government officials involved in the activity when completing the APA.
4. Where underperformance is identified in an APA, practical steps to rectify the performance issues must be put in place. Where underperformance is not sufficiently rectified, there must be practical consequences.
5. In all cases, Advisers must be given **15 working days** to review and sign the APA.
6. Completed APAs must be emailed to contractor.performance@dfat.gov.au.

NOTES FOR ADVISERS:

1. Advisers are required to sign completed APAs within **15 working days** of receipt.
2. Advisers may include a written response with the APA to address any issues raised.
3. Responses must be returned to the party conducting the APA (i.e. DFAT or Managing Contractor).
4. Failure to respond within 15 working days of receipt is deemed as acceptance of the APA.
5. Completed APAs are placed on DFAT’s performance register and remain valid for five (5) years.
6. APAs, including written responses from Advisers, can be used by DFAT as part of a future adviser selection process.
7. APAs may be provided by DFAT to other Partner (Government, Multilateral etc.) procurement processes which involve DFAT funds.

Summary

<table>
<thead>
<tr>
<th>Adviser Name</th>
<th>Adviser Name</th>
<th>Agreement Name</th>
<th>Agreement Name</th>
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<td>Agreement Number</td>
<td>Agreement Number</td>
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<td>$AUD</td>
<td>Country/Region</td>
<td>Country / Region Name</td>
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<tr>
<td>Report drafted by</td>
<td>Name</td>
<td>ARF Classification</td>
<td>Professional Discipline/Job Category</td>
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Australian Aid – Rated Performance Criteria

Rate each statement using the following six point scale as a guide.

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<tr>
<th>Satisfactory</th>
<th>Less than satisfactory</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Very good; satisfies criteria in all or almost all areas</td>
<td>3 Less than adequate; on balance does not satisfy criteria but does not fail in any major area</td>
</tr>
<tr>
<td>5 Good; satisfies criteria in most areas</td>
<td>2 Poor; does not satisfy criteria in major areas</td>
</tr>
<tr>
<td>4 Adequate; on balance satisfies criteria; does not fail in any major area</td>
<td>1 Very poor; does not satisfy criteria in many major areas</td>
</tr>
</tbody>
</table>

1. Deliver Lasting Results and Impact – Is the adviser achieving the agreed deliverables?

1. Achieves results and delivers on time; ensuring deliverables are of high quality, accurate and meet the defined requirements.
   1 2 3 4 5 6

2. Progress in capacity building and knowledge transfer to key counterpart(s), as per the defined requirements
   1 2 3 4 5 6

3. Demonstrates effective leadership and management, as per the defined requirements
   1 2 3 4 5 6

*Supporting evidence is required if a rating of 3 or below or 6 is given (no more than 300 words).*

4. Demonstrated effective, ethical, efficient and economical use of resources – Does the adviser demonstrate Value for Money principles in their approach to the defined requirements?

1. Delivers defined services within budget.
   1 2 3 4 5 6

2. Applies lessons learnt to enhance value for money.
   1 2 3 4 5 6

*Supporting evidence is required if a rating of 3 or below or 6 is given (no more than 300 words).*

3. Collaboration, Communication and Responsiveness – Does the adviser work collaboratively, communicate effectively with stakeholders and respond effectively to emerging issues?

1. Demonstrates professional conduct and cultural sensitivity by communicating effectively, working collaboratively and building effective relationships.
   1 2 3 4 5 6

2. Demonstrates appropriate flexibility and responsiveness to DFAT (and/or its implementing partner) and the Partner Government’s requests.
   1 2 3 4 5 6

3. Addresses problems/issues openly and constructively.
   1 2 3 4 5 6

*Supporting evidence is required if a rating of 3 or below or 6 is given (no more than 300 words).*

4. Risk Management – Does the adviser effectively manage risk and operate in a manner consistent with DFAT policies?

1. Effectively manages risks and informs DFAT of any risks or issues that may adversely affect timing, cost or quality of services.
   1 2 3 4 5 6

2. Takes appropriate account of DFAT policies including on Child protection, Environmental and Resettlement safeguards; Gender Equality and Disability Inclusive Development.
   1 2 3 4 5 6
Supporting evidence is required if a rating of 3 or below or 6 is given (no more than 300 words).

3. Other Contract Specific Measurable(s)

[Add as required]

<table>
<thead>
<tr>
<th>DFAT Representative</th>
<th>DFAT Partner Representative</th>
<th>Adviser</th>
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</thead>
<tbody>
<tr>
<td>Name:</td>
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