

CONTRACT

BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development
(AusAID)

ABN 62 921 558 838

and

CONTRACTOR'S NAME

FOR

AUSAID MEDIA/ PUBLIC DIPLOMACY MANAGEMENT

AusAID AGREEMENT NUMBER 00000

CONTRACT made _____ day of _____ []

BETWEEN:

COMMONWEALTH OF AUSTRALIA represented by the Australian Agency for International Development ("**AusAID**") **ABN 62 921 558 838**

AND

Contractor's Name (Local business registration number *[if known]*) of **Street Address** (the "**Contractor**").

RECITALS:

- A. AusAID requires the provision of certain Services for the purposes of **AusAID Media/ Public Diplomacy Management** (the "**Project**").
- B. The Contractor has expertise in the provision of the Services and has offered to provide the Services to AusAID subject to the terms and conditions specified in this Contract.

OPERATIVE:

AusAID and the Contractor promise to carry out and complete their respective obligations in accordance with the attached Parts A and B and the Schedules.

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA
represented by the Australian Agency
for International Development by:

in the presence of:

Signature of FMA Act s44 Delegate

Signature of witness

Name

Name

Name of witness
(*Print*)

Position, Section

Position, Section

SIGNED by Contractor's Name:

Signature

in the presence of:

Name of witness
(*Print*)

Signature of witness

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PART A – STANDARD CONTRACT CONDITIONS

1. INTERPRETATION

1.1 Definitions

In this Contract, unless the context otherwise requires:

"**AusAID Confidential Information**" means information that:

- (a) is designated by AusAID as confidential; or
- (b) the Contractor knows or ought to know is confidential;
- (c) is comprised in or relating to the Contract Material, any intellectual property of AusAID or third parties where the third party intellectual property is made available by or on behalf of AusAID, or the internal management and structure of the Department of Foreign Affairs and Trade, AusAID or the Commonwealth of Australia;
- (d) is personal information under the *Privacy Act 1988* (Cth), that is: information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

but does not include this Contract or information which:

- (e) is or becomes public knowledge other than by breach of this Contract or any other confidentiality obligation; or
- (f) has been independently developed or acquired by the Contractor, as established by written evidence.

"**Contract**" means this agreement including all Parts, the Schedules and any annexes.

"**Contract Material**" means all material created or required to be developed or created as part of, or for the purpose of performing, the Services, including documents, equipment, information and data stored by any means.

"**Control**" has the meaning given to that term in the *Corporations Act 2001*.

"**Cost**" or "**Costs**" means any actual costs or expenses.

"**Fees**" means the fees for the Services set out in **Schedule 2**, including reimbursable costs.

"**Intellectual Property**" means all copyright and all rights in relation to inventions (including patent rights), trade marks, designs and confidential information, and any other rights resulting from intellectual activity in the industrial, scientific, literary, and artistic fields recognised in domestic law anywhere in the world.

"**Loss**" or "**Losses**" means any loss, damage, liability, cost or expense including legal expenses on a solicitor and own client basis.

"**Partner Country**" means the country in which the Services are to be delivered in whole or in part.

"**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 **Schedule 1** together with any supplies or materials incidental to the services.

"**Tax**" means any taxes, duties, municipal rates, and other fees, levies and impositions, assessed or charged by, or payable to, any governmental taxation or excise authority. It also includes any additional tax, interest, penalty, charge, fee or other amount imposed or made on or in relation to a failure to file a relevant return or to pay the relevant tax.

"**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/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984>

1.2 **General**

In this Contract, including the recitals, unless the context otherwise requires:

- (a) the contractual obligations of the Parties must be interpreted and performed in accordance with the Contract as a whole;
- (b) a reference to any legislation includes any amendments to that legislation;
- (c) a reference to a recital, clause, Schedule or annexure is to a recital, clause, Schedule or annexure of or to this Contract; and
- (d) where used in the Contract the words "including" or "includes" will be read as "including, without limitation" or "includes, without limitation" (as the case may be).

2. **PROVISION OF SERVICES**

2.1 In providing the Services, the Contractor must:

- (a) perform the Services at minimum to a standard which would be expected of a competent, experienced and professional contractor in like position to that of the Contractor under this Contract;
- (b) accept and implement AusAID's reasonable directions in relation to the management of the Project; and
- (c) not share information known as a result of their work on, or relationship to, the Project in a way that a reasonable person could foresee may be detrimental to the relationship between the Australian and Partner Country governments.

- 2.2 The Contractor shall not by virtue of this Contract be, or for any purpose be deemed to be, and must not represent itself as being, an employee, partner or agent of AusAID.
- 2.3 The Contractor must cooperate with any other service provider appointed by AusAID to ensure the integrated and efficient carrying on of the Project and must provide such reasonable assistance to other service providers as AusAID may reasonably request.

3. CONTRACT AMENDMENT

- 3.1 The Contractor must not do anything that amounts to a variation of this Contract in whole or in part otherwise than in accordance with this clause.
- 3.2 Changes to Contract Conditions or to the Services shall not be legally binding upon either party unless agreed in writing and signed by both Parties in the form of a Deed of Amendment

4. REPORTS

- 4.1 The Contractor must ensure that all reports required in accordance with **Schedule 1**, provide the information required and conform with the quality and format requirements specified.
- 4.2 The Contractor must ensure that all contributing authors are acknowledged in their reports.
- 4.3 AusAID may reject and withhold payment of Fees for any report which does not conform to the requirements of the Contract until the Contractor rectifies the report.

5. ACCESS TO THE CONTRACTOR'S PREMISES, DATA AND RECORDS

- 5.1 The Contractor must at all times maintain full, true, separate and up-to-date accounts and records in relation to the Fees and the Services, including those involving foreign exchange transactions.
- 5.2 The Contractor must maintain up-to-date records of the names of all sub-contractors engaged by the Contractor to perform part of the Services. If requested by AusAID, the Contractor must, within five (5) working days, provide to AusAID a copy of the records of sub-contractors' names, in the format specified by AusAID. Each sub-contract must include the right of AusAID to disclose the name of the sub-contractor in accordance with **Clause 9.2 below**.
- 5.3 The Contractor must grant AusAID and/or its nominees reasonable access to the Contractor's premises, information provided to, collected or created by the Contractor, records, accounts and other financial material or material relevant to the Services, however and wherever stored, in the Contractor's or its sub-contractors' custody, possession or control, for inspection and copying.
- 5.4 This clause applies for the term of this Contract and for a period of seven (7) years from the date of its expiration or termination.

6. PAYMENT

- 6.1 AusAID must make payment of the Fees within 30 days of receipt of a correctly rendered invoice.

- 6.2 It is AusAID corporate practice to inform Contractors as soon as reasonably possible, and in any case within 30 days of receipt of notice of the completion of an identified output or provision of a report whether or not that output or report is accepted.
- 6.3 The Fees are fixed for the term of the Contract unless varied in accordance with the Contract and unless otherwise specified, Fees are inclusive of all costs, expenses, disbursements, levies and taxes and the actual costs and expenses incurred by the Contractor in providing the Services.
- 6.4 An invoice is correctly rendered if:
- (a) the invoice details all Services provided against the Fees and records the amount payable in respect of each category of Services described in the Contract;
 - (b) a person authorised to sign on behalf of the Contractor, or their delegate has certified that the invoice:
 - (i) has been correctly calculated in accordance with the Fees referred to in **Schedule 2**;
 - (ii) that the Services included in it have been performed in accordance with this Contract; and
 - (iii) in the case of Reimbursable Costs that these costs have been paid; and
 - (c) the invoice is in accordance with any relevant Australian or Partner Country taxation laws.
- 6.5 If an invoice is found to have been rendered incorrectly, any underpayment or overpayment shall be recoverable by or from the Contractor, as the case may be and, without limiting recourse to other available remedies may be offset against any amount subsequently due from AusAID to the Contractor.

7. REDUCTION IN FEES FOR NON-PERFORMANCE

- 7.1 If the Contractor fails to supply the Services in accordance with the Contract, the Fees may be reduced to cover the reduced level of Services rendered to AusAID or loss or damage suffered by AusAID (as appropriate) because of that failure as is reasonably assessed by AusAID.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The title to all intellectual property rights in or in relation to Contract Material shall vest upon its creation in AusAID.
- 8.2 The Contractor must ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Contract.

9. USE OF CONTRACT INFORMATION

- 9.1 Except for purposes directly relevant to this Contract, the Contractor must not, without AusAID's written approval, make public or disclose any AusAID Confidential Information. AusAID may impose such terms and conditions as it believes appropriate on any approval.

9.2 AusAID may disclose matters relating to the Contract, including the Contract and the names of sub-contractors as specified in **Clause 5.2 above**, except where such information may breach the *Privacy Act 1988 (Cth)*, to Commonwealth governmental departments and agencies, Commonwealth Ministers and Parliamentary Secretaries, and to Commonwealth Parliament, including responding to requests for information from Parliamentary committees or inquiries.

9.3 This clause shall survive expiration or termination of this Contract.

10. **COMPLIANCE WITH LAWS, GUIDELINES AND POLICIES**

10.1 The Contractor must at all times have regard to and comply with, and use its best endeavours to ensure that all employees and subcontractors comply with, the laws in Australia, the Partner Country and applicable laws of other countries.

10.2 A list, as amended from time to time, of Australian laws that may apply to the delivery of developmental aid to foreign countries can be found on the AusAID website: <http://www.usaid.gov.au/business/contracting.cfm>.

This list is not exhaustive and is provided for information only. The provision of this list does not relieve the Contractor from complying with the obligations contained in **Clause 10.1**.

10.3 The Contractor, and all employees and subcontractors, must at all times have regard to and operate in accordance with relevant guidelines, as amended from time to time, and listed on the AusAID website: <http://www.usaid.gov.au/business/contracting.cfm>.

10.4 The Contractor must notify AusAID of any material breach by the Contractor, or its employees or subcontractors, of a law or guideline referred to in this **Clause 10**.

10.5 On becoming aware of a material breach by the Contractor, or its employees or subcontractors, of a law or guideline, whether or not such a breach is notified to AusAID by the Contractor, AusAID may, in addition to any other rights available to AusAID, terminate this Contract under **Clause 14**.

10.6 The Contractor must in carrying out its obligations under this Contract comply with those laws in relation to organisations and individuals associated with terrorism, including 'terrorist organisations' as defined in Division 102 of the *Criminal Code Act 1995 (Cth)* and listed in regulations made under that Act and regulations made under the *Charter of the UN Act 1945 (Cth)*. The Contractor must ensure that funds provided under this Contract do not provide direct or indirect support or resources to organisations and individuals associated with terrorism. If, during the course of this Contract, the Contractor discovers any link whatsoever with any organisation or individual associated with terrorism it must inform AusAID immediately.

10.7 The Contractor and all employees and subcontractors must when providing any Services and procuring any supplies have regard to and operate in accordance with Australian policies on developmental aid to foreign countries including:

- a. The Policy Gender Equality in Australia's Aid Program – Why and How (March 2007);
- b. The strategy 'Development for All: Towards a Disability-Inclusive Australian Aid Program 2009-2014', and in particular the strategy's six guiding principles, located at

http://www.aid.gov.au/publications/pdf/FINAL%20AusAID_Disability%20for%20All.pdf;

- c. *Family Planning and the Aid Program: Guiding Principles* (August 2009) , accessible on AusAID's website (<http://www.aid.gov.au/keyaid/health.cfm>);
- d. Environment. AusAID is bound by the Commonwealth's Environment Protection and Biodiversity Conservation Act 1999, which applies to all aid activities. The Contractor must:
 - i. ensure that environmental requirements specified in the Scope of Services are implemented, monitored and reported;
 - ii. comply with AusAID's Environmental Management System outlined in the *Environmental Management Guide for Australia's Aid Program*, including:
 - A. assess and manage all actual or potential environmental impacts, both direct and indirect, to avoid or mitigate negative impacts and promote positive impacts;
 - B. report regularly on any such impacts as required by the Scope of Services; and
 - iii. comply with all relevant environmental laws and regulations of the Partner Country.

The *Environmental Management Guide for Australia's Aid Program* can be found at: <http://www.aid.gov.au/keyaid/envt.cfm>.

10.8 The Contractor warrants that the Contractor shall not make or cause to be made, nor shall the Contractor receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Contract. In addition, the Contractor shall not bribe public officials and shall ensure that all employees and subcontractors comply with this provision. Any breach of this clause shall be grounds for immediate termination of this Contract under Standard Conditions Clause 14 (Termination for Contractor Default) by notice from AusAID.

10.9 The Contractor warrants that, at the date of signing this Contract, neither the Contractor nor any of its agents or contractors has an unsettled judicial decision against it relating to employee entitlements.

11. INDEMNITY

11.1 The Contractor must at all times indemnify AusAID, its employees, agents and contractors (except the Contractor) ("those indemnified") from and against any Loss or liability whatsoever suffered by those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such Loss or liability was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Contractor, or any Contractor Personnel in connection with this Contract.

11.2 The Contractor agrees that AusAID may enforce the indemnity in favour of the persons specified in **Clause 11.1** above for the benefit of each of such persons in the name of AusAID or of such persons.

11.3 The indemnity in this clause is reduced to the extent that the Loss or liability is directly caused by AusAID, its employees or contractors (except the Contractor), as substantiated by the Contractor.

11.4 The Contractor is responsible for all risks associated with the Data, the Supplies and any AusAID property while in the possession or control of the Contractor.

11.5 This indemnity shall survive termination or expiration of this Contract.

12. **RESOLUTION OF DISPUTES**

12.1 Both the Contractor and AusAID undertake to use all reasonable efforts and to act in good faith to resolve any disputes which may arise between them in connection with this Contract.

12.2 In the event of an irrevocable breakdown in relations between AusAID and the Contractor, the Contract is governed by, and is to be construed in accordance with, the law of the Australian Capital Territory. The parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory and any court hearing appeals from those courts.

13. **FRAUD**

13.1 For the purpose of this clause, 'fraudulent activity' or 'fraud' means: Dishonestly obtaining a benefit by deception or other means.

13.2 The Contractor and its subcontractors must not engage in any fraudulent activity. The Contractor is responsible for preventing and detecting fraud.

13.3 The Contractor must report in writing within 5 working days to AusAID any detected, suspected, or attempted fraudulent activity involving the Services. AusAID may direct the Contractor to investigate the alleged fraud and the Contractor must undertake an investigation at the Contractor's cost and in accordance with any directions or standards required by AusAID.

13.4 The obligations of the Contractor to investigate fraud in accordance with **Clause 13.3** shall survive the termination or expiration of this Contract.

14. **TERMINATION FOR CONTRACTOR DEFAULT**

14.1 In addition to any other rights or remedies it has at law or in equity or under this Contract, AusAID may, by notice in writing to the Contractor terminate this Contract, with effect from the date in the notice, if the Contractor:

(a) commits a breach of this Contract and:

- (i) that breach is not capable of remedy;
- (ii) fails to remedy that breach within **[10]** Business Days (or such further time as AusAID may, in its absolute discretion, specify), after receiving a notice from AusAID requiring the Contractor to remedy the breach; or
- (iii) does not commence to remedy that breach, within a reasonable time (having regard to the nature of the breach) after being given notice by AusAID requiring the Contractor to remedy the breach;

- (b) becomes, or in AusAID's reasonable opinion is likely to become, bankrupt, insolvent or otherwise financially unable to fulfil its obligations under this Contract;
- (c) becomes subject to one of the forms of external administration provided for in Chapter 5 of the *Corporations Act 2001*;
- (d) is wound up by resolution or an order of the court;
- (e) ceases to carry on business;
- (f) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors or has a receiver and manager appointed on behalf of debenture holders or creditors;
- (g) suffers any execution against its assets having, or which in AusAID's reasonable opinion is likely to have, an adverse effect on its ability to perform this Contract;
- (h) ceases to hold any licence, qualification, approval, authority or consent required for the Contractor to comply with its obligations under this Contract (except to the extent that this is outside the Contractor's reasonable control);
- (i) assigns its rights otherwise than in accordance with the requirements of this Contract;
- (j) suffers a change in Control which in AusAID's reasonable opinion may adversely affect the Contractor's ability to perform the Services under this Contract; or
- (k) is, during the term of this Contract, listed on a World Bank List or Relevant List.

14.2 If this Contract is terminated under this **Clause 14**:

- (a) subject to this Contract, the parties are relieved from future performance of this Contract, without prejudice to any right of action that has accrued at the date of termination;
- (b) subject to this Contract, all licences and authorisations granted to the Contractor by AusAID under this Contract terminate immediately despite anything to the contrary contained in the relevant licence or authorisation;
- (c) the AusAID Confidential Information, Supplies and any other property supplied or given to the Contractor by AusAID pursuant to this Contract must be immediately returned to AusAID;
- (d) AusAID is not obliged to make any further payments (including the payment of Fees) to the Contractor. However, AusAID may, in its absolute discretion, consider making a payment to the Contractor in such amount and upon such terms as AusAID determines is appropriate in the circumstances; and

- (e) the Contractor will indemnify and hold AusAID harmless against any Losses, costs and expenses arising out of or in connection with the termination or any breach of this Contract by the Contractor (including those arising from affected subcontracts).

15. TERMINATION FOR CONVENIENCE

15.1 In addition to any other rights or remedies it has at law or in equity or under this Contract, AusAID may, by notice in writing to the Contractor, terminate or reduce the scope of this Contract from the time specified in the notice (and without the need to give further notice) and, in that event, AusAID may give to the Contractor such directions as it thinks fit in relation to subsequent performance of this Contract.

15.2 Where notice is given under **Clause 15.1** the Contractor must:

- (a) comply with all directions given by AusAID;
- (b) cease or reduce (as applicable) the performance of work under the Contract; and
- (c) immediately do everything possible to mitigate its Losses, and all other loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination (including those arising from affected subcontracts) arising in consequence of termination of this Contract under this Clause 15.

15.3 In the event of termination or reduction in scope under this **Clause 15**, subject to **Clause 15.4**, AusAID will only be liable to the Contractor for:

- (a) Fees, as payable under **Schedule 2**, for Services performed prior to the termination, on a pro rata basis; and
- (b) Costs that are:
 - (i) directly attributable to the termination or reduction in scope of this Contract; and
 - (ii) in AusAID's opinion, reasonably and properly incurred by the Contractor in connection with the Contract,to the extent that such Costs are substantiated to AusAID.

15.4 AusAID is not liable for any loss of profits or any other form of expectation loss arising out of, or in connection with, the termination or reduction in scope of this contract under this clause.

16. CONTRACTOR PERFORMANCE ASSESSMENT

16.1 The Contractor agrees that AusAID may issue a contractor performance assessment in relation to the Contract. The contractor performance assessment shall be substantially in accordance with the assessment sheet attached at **Schedule 3**. The Contractor shall sign and return the completed contractor performance assessment together with any response the Contractor wishes to include.

17. CHILD PROTECTION

Clauses 17.1 and 17.2 must be included in all contracts.

- 17.1 The Contractor must comply with AusAID's Child Protection Compliance Standards, which are specified in Attachment 1 of AusAID's *Child Protection Policy* (<http://www.ausaid.gov.au/publications/pubs.cfm?Type=PubPolicyDocuments>). AusAID may audit the Contractor's compliance with AusAID's *Child protection policy* and child protection compliance standards. The Contractor must participate cooperatively in any reviews conducted by AusAID.
- 17.2 If the Child Protection Officer finds that the Contractor has failed to comply with AusAID's Child Protection Compliance Standards, the Contractor must promptly, and at the cost of the Contractor, take such actions as are required to ensure compliance with the Compliance Standards.

And also include the following clause if the contractor is an individual:

- 17.3 The Contractor must sign and return to AusAID, the Child Protection Code of Conduct at **Schedule 4** to this Contract.

PART B – PROJECT SPECIFIC CONTRACT CONDITIONS

In addition to the Standard Conditions detailed in **Part A** the following Project Specific Contract Conditions apply.

18. TERM OF THE CONTRACT

- 18.1 The term of this Contract commences upon execution by both parties being the date indicated at the front of this Contract and continues until all obligations under this Contract have been fulfilled or earlier notice of termination under this Contract.
- 18.2 The Contractor must commence the Services no later than **14 March 2011** and must complete the Services by **30 June 2011**.
- 18.3 The Contractor must complete the Services in accordance with **Schedule 1**.
- 18.4 The Contractor grants to the Commonwealth an option to extend the period of the Services for a period of up to one (1) year. The option must be exercised by notice in writing to the Contractor prior to the date of completion of the Services as specified in **Clause 18.2** above. If this option to extend is exercised, the Contractor shall continue to provide the Services for the extended period on the terms and conditions contained in this Contract, except that this **Clause 18.4** shall no longer apply.

19. NOTICES

- 19.1 A notice is treated as having been duly given and received when delivered to the other parties address; on the third business day after posting; or on the business day of confirmed transmission if sent by facsimile.
- 19.2 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 in writing to each other party:

AusAID

To: Azaria Lesa Ah Kau

Postal Address: Australian Agency for International Development
Australian High Commission - Apia
PO BOX 704
Samoa

Street Address: Australian High Commission - Apia
Beach Road
Samoa

Facsimile: +685 26872

Contractor

To: Contractor's Name
Attention: Contact Person

Postal Address: Postal Address

Street Address: Street Address

Facsimile: Fax

20. AD HOC NATURE OF SERVICES

20.1 The Contractor is engaged by AusAID to provide the Services periodically as requested by AusAID during the term of the Contract. AusAID may issue from time to time a Tasking Note which will determine:

- (a) the specific scope of the Services required from time to time;
- (b) the time period within which those Services will be performed; and
- (c) the financial limitation specified for the particular assignment.

20.2 Prior to issuing a Tasking Note, AusAID will establish that the Contractor is available to undertake the particular assignment and reach agreement with the Contractor on the terms of reference, the duration and overall cost of the proposed Services.

SCHEDULE 1 – SCOPE OF SERVICES

AusAID Media/ Public Diplomacy Management

1. BACKGROUND

- 1.1 The Samoa-Australia Partnership for Development and ongoing tsunami reconstruction efforts in Samoa will continue to attract publicity and media interest. As the largest bilateral donor to Samoa, it is important to continue to promote and raise AusAID's profile, communicating key messages about the breadth and depth of Australia's support to Samoa to the local media. This requires professional expertise in the media and communications area.

2. GOAL

- 2.1 The goal of the activity is to provide professional media expertise, manage media related events on behalf of AusAID Samoa including public diplomacy activities.

3. SERVICES

- 3.1 In consultation with AusAID, the Contractor shall perform the following Services in accordance with the terms and conditions of the Contract:
- (i) assist in identifying media opportunities to promote AusAID's work in Samoa, including Australia's support to regional organisations;
 - (ii) provide advice on media-related issues as requested by AusAID Samoa Post;
 - (iii) prepare and distribute media documents on behalf of AusAID Samoa Post;
 - (iv) draft articles for media coverage by local/regional newspapers and public mediums. These are to be approved by AusAID Samoa Post before release;
 - (v) project manage You-tube clips/filming of AusAID's work in Samoa, in liaison with relevant AusAID program manager;
 - (vi) undertake public diplomacy activities to promote Australia's aid program in Samoa including support for high level visits by Australian officials; and
 - (vii) undertake media/ communications related work as directed by AusAID Samoa Post.

4. TASKING NOTES

- 4.1 Specific tasks will be articulated to the Contractor via email and during fortnightly meetings between the Contractor and AusAID Samoa Post.

5. **OUTPUT AND REPORTING REQUIREMENTS**

5.1 The Contractor must provide the following reports to AusAID:

- (i) verbal progress reports on the progress of tasks as requested by AusAID;
and
- (ii) written reports requested as part of specific tasking by AusAID.

5.2 All reports must:

- (a) be provided in accordance with the specification under Standard Condition clause headed "Reports";
- (b) be accurate and not misleading in any respect;
- (c) be prepared in accordance with directions provided by AusAID;
- (d) allow AusAID to properly assess progress under the Contract;
- (e) be provided in the format, number and on the media approved or requested by AusAID;
- (f) not incorporate either AusAID or the Contractor's logo;
- (g) be provided at the time specified in this Schedule; and
- (h) incorporate sufficient information to allow AusAID to monitor and assess the success of the Services in achieving the objectives of AusAID's policy framework.

SCHEDULE 2 – BASIS OF PAYMENT

AusAID Media/ Public Diplomacy Management

1. TOTAL AMOUNT

- 1.1 The maximum amount payable by AusAID to the Contractor for the provision of the Services shall not exceed the sum of **Samoan Tala XXXXX**.
- 1.2 AusAID shall not be liable for any costs or expenditure incurred by the Contractor in excess of this amount.

2. PROFESSIONAL FEES

2.1 Professional Fees

For the performance of the Services AusAID shall pay the professional fees in accordance with the rates specified in **Table 1: Professional Fees** of this **Schedule 2**.

Table 1: Professional Fees

Name of Specified Personnel	Daily Fee Rate [Samoan Tala]	Number of Days Input Up To	Upper Limit of Professional Fees Payable [Samoan Tala]

- 1.2 The daily fee rate is based on an eight (8) hour working day. Any additional work undertaken within any one twenty-four (24) hour period shall not be claimed.
- 1.3 The Contractor shall only be paid for actual days work undertaken and up to the maximum number of days specified in **Table 1** (Professional Fees) of this **Schedule 2**. Records must be kept by the Contractor to enable verification of actual time spent undertaking the Services.
- 1.4 The Contractor may invoice AusAID at the completion of agreed Services.

2. REIMBURSABLE COSTS

- 2.1 The maximum amount payable by AusAID to the Contractor for Reimbursable Costs shall not exceed the sum of **Samoan Tala6,000**.
- 2.2 The Contractor shall be reimbursed on the basis of the actual cost incurred for the following items identified as reimbursable, up to the specified limit, within thirty (30) days of AusAID’s receipt of a correctly rendered invoice:
 - (a) **Airfares:** reimbursed at economy class for each flight sector of four (4) hours or less and business class for each flight sector greater than four (4) hours duration. Any travel undertaken at cheaper rates (eg discount fares) does not entitle the

Contractor to reimbursement of the cost of any higher class of travel. Travel must be via the most direct and cost effective route. A 'flight sector' means from any one flight departure point to any one flight landing point;

- (b) **Compulsory Arrival and Departure Taxes, and Travel to and from Airport (eg taxis):** reimbursed at reasonable cost;
- (c) **Hotel Accommodation:** reimbursed at lesser of actual cost incurred or **Samoan Tala511**, per 24 hour period;
- (d) **Travelling Allowance:** An agreed daily rate of **Samoan Tala266** towards the costs of meals and incidentals;
- (e) **Transport Costs:** reasonable costs directly relating to the Services only; and
- (f) **International Communication costs:** which are directly related to the Services.

2.3 Reimbursable Costs shall be invoiced by the Contractor in the same invoice as the professional fees.

2.4 If requested by AusAID, for payment verification purposes, the Contractor shall provide AusAID with appropriate documentation to support all Reimbursable Costs claimed (excluding travelling allowance).

3. **CLAIMS FOR PAYMENT**

3.1 The Contractor's invoice must be submitted when due pursuant to this **Schedule 2** in a form identifiable with the Services and in accordance with **Standard Conditions** clause headed **Payment** in the Contract. Invoices must also contain the Payment Event number(s) notified by AusAID.

3.2 All claims for payment must be **made** to:

Chief Finance Officer
Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601

3.3 Invoices should be sent to the above address. Alternatively AusAID shall accept electronic invoices. These can be sent to accountsprocessing@ausaid.gov.au

3.4 Invalid invoices shall be returned to contractors for correction.

SCHEDULE 3 – SMALL VALUE CONTRACTOR PERFORMANCE ASSESSMENT

Activity:	
Contractor:	Country:
Activity Manager:	Contract #:
Contract Period:	Date of Assessment:
Nature of Assignment:	

1=Weak 2=Marginally Satisfactory 3=Satisfactory 4=Highly Satisfactory 5=Best Practice

Assessment Criteria	Performance Rating*					
	N/A	1	2	3	4	5
Organisation's Management & Administrative Support	N/A					
Adequacy of preparations and logistical support for assignment (including overseas)						
Timeliness & accuracy of invoicing etc and compliance with relevant contract terms						
Performance of Personnel	N/A	1	2	3	4	5
Understanding of the requirements of ToR or Scope of Services						
Awareness & Response concerning Assignment Risks, Issues and Problems						
Effectiveness of Communications with Counterparts, AusAID & Other Stakeholders						
Responsiveness to AusAID Requests and Instructions						
Activity Outcomes	N/A	1	2	3	4	5
Quality of Contract Milestones and Deliverables (incl reports, assessments & advice)						
Assignment Completed Within Time and Budget						

* NOTE: A rating of 2 or less needs to be supported by further comments below

Further Comments:

.....
AusAID Activity Manager

.....
Contractor Representative
Response Attached Yes / No

NOTE TO CONTRACTOR
A copy of this assessment will be provided to our Agreements, Safeguards and Partner Performance Section (ASPP) for placement on your performance file. The information may be used by AusAID as part of any future contractor selection process including consideration by Tender Assessment Panels convened by AusAID to evaluate tender proposals. Should you wish to respond to any of the issues raised, a copy of your response should be attached to this assessment and sent to AusAID within 28 days. This response will also be provided to ASPP for placement on your performance file.

SCHEDULE 4 - CHILD PROTECTION CODE OF CONDUCT

I, *[insert name]*, agree that while implementing AusAID-funded aid activities, I will:

- treat children with respect regardless of race, colour, sex, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status
- not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate
- not engage children in any form of sexual activity or acts, including paying for sexual services or acts
- wherever possible, ensure that another adult is present when working in the proximity of children
- not invite unaccompanied children into my home, unless they are at immediate risk of injury or in physical danger
- not sleep close to unsupervised children unless absolutely necessary, in which case I must obtain my supervisor's permission, and ensure that another adult is present if possible
- use any computers, mobile phones, or video and digital cameras appropriately, and never to exploit or harass children or to access child pornography through any medium (see also 'Use of children's images for work related purposes')
- refrain from physical punishment or discipline of children (excluding my own children)
- refrain from hiring children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury
- comply with all relevant Australian and local legislation, including labour laws in relation to child labour
- immediately report concerns or allegations of child abuse in accordance with appropriate procedures.

Use of children's images for work related purposes

When photographing or filming a child for work related purposes, I must:

- before photographing or filming a child, assess and endeavour to comply with local traditions or restrictions for reproducing personal images
- before photographing or filming a child, obtain consent from the child or a parent or guardian of the child. As part of this I must explain how the photograph or film will be used
- ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive
- ensure images are honest representations of the context and the facts
- ensure file labels do not reveal identifying information about a child when sending images electronically.

I understand that the onus is on me to use common sense and avoid actions or behaviours that could be construed as child abuse when implementing AusAID-funded activities.

Signed: _____

Date: _____