

Questions on Notice for Senate Inquiry into the 2016 Census

The ABS provides the following responses to the Questions on Notice received from the Committee Secretary on 2 September 2016.

PLANNING

1. How many visitors was the ABS expecting to receive on the Census website on 9 August 2016?

The ABS was expecting to receive approximately 2.34 million Census form submissions between 7pm and 11pm on Census night. ABS was also expecting additional visitors browsing the site, but not starting or completing a Census form. The expected rate of submissions determined the load capacity – see response to Question on Notice “How was the maximum anticipated load determined?” below.

2. Please provide a copy of the ABS Risk Management Framework and risk plans prepared for the 2016 Census

ABS Risk Management Policy and Guidelines as endorsed by the ABS Audit Committee on 15 December 2015 are provided at Attachment 1.

The ABS Census Program Risk Register as at 23 June 2016 is provided at Attachment 2.

IBM was required under their contract with ABS to deliver a risk management plan for the online Census. This was delivered and accepted by the ABS.

A review of Statistical Risk Management for the 2016 Census done by the Census Program and reported to the Census Program Board on 17 February 2016 is provided at Attachment 4. The related Statistical Risk Management Plans as at 12 February 2016 are also provided at Attachment 3.

3. Did the ABS Audit Committee undertake any assessment of the 2016 Census

Yes. A ‘Preparedness for Census’ audit was conducted in 2014.

In November 2014 the ABS Audit Committee noted in its minutes "6.5 The Preparedness for Census audit report was well received and identified that the area [Census] had good risk management practices in place; an area for improvement was around the documentation of these risks." All of the recommendations in the audit report were accepted and implemented.

In March 2016 the Census Program Manager presented to the Audit Committee on Census preparations and risk management. The minutes of the meeting noted “Mr Young provided a comprehensive update on the Census, particularly focussing on the switch to a ‘digital first’ Census and the 12 key risks for delivery.”

4. What risks were identified to the 2016 Census and what measures were put in place to mitigate identified risks?

See ABS response to Question on Notice Number 2.

In addition, in respect of the specific risk of Distributed Denial of Service attacks the ABS sought and received assurances from IBM on DDoS protection, including that the DDoS mitigations had been successfully tested.

As part of the risk management planning process various discussions on security issues were held with the Australian Signals Directorate (ASD) commencing in December 2014. Further detail is provided in the ABS 2016 Census Senate Inquiry submission section 8.3.

5. What other government agencies were consulted with during the development and implementation of the 2016 Census?

A wide range of government agencies were consulted during the development and implementation of the 2016 Census including but not limited to the Office of the Australian Information Commissioner and State/Territory Privacy Commissioners, Australian Signals Directorate, Australian Security Intelligence Organisation, Australian Federal Police, State Police Forces, Department of Defence, Department of Health, Department of Finance, Department of Immigration and Border Protection, Department of Human Services, Department of Social Services, Department of Foreign Affairs and Trade, National Disability Insurance Agency, Australian Electoral Commission, Australian Human Rights Commission, Australian Sports Commission, and Aboriginal Hostels Limited.

In addition to this centralised engagement, Census Regional Management Units engaged with local offices of various government and community agencies to explore further opportunities to promote the Census.

Please see ABS 2016 Census Senate Inquiry submission Appendix 9 for a more detailed list.

6. Did the Australian Signals Directorate, or any other government agency, examine the infrastructure put in place by the ABS before 9 August 2016?

The Australian Signals Directorate (ASD) reviewed the encryption methodology for the online Census System before 9 August 2016. ABS also provided ASD the Solution Architecture Document for review.

CONTRACTS

7. Please provide the committee with the request for tender documents for the following contracts: CN2641301, CN3312448, CN3344945, CN3356295

CN2641301 Request for Tender documents are provided in Attachment 4.

ABS has an agreement in place with Revolution IT Pty Ltd in relation to a Strategic Partnership for Testing Services. As such, quotes were sought for CN3312448, CN3344945, and CN3356295 under this arrangement. The Request for Proposal to establish the partnership was provided to companies on the Department of Climate Change and Energy Efficiency (DCCEE) Core Testing Team Panel and is provided in Attachment 5.

8. How was the value of CN2641301 determined?

A Request for Tender was issued and a full tender evaluation process was undertaken in which the response was assessed against a set of criteria including:

- Ability to fulfil the Statement of Requirement
- Experience in the management of similar activities to agreed schedules and budgets

- Skills and expertise of staff and subcontractors
- Tenderer's performance – Corporate Social Responsibility (CSR) and Sustainable Procurement
- Compliance with Contract terms (both RFT and in the draft contract), response times, risk assessment
- Price and payment arrangements over the whole life of the agreement (including initial price, price adjustment basis, warranty, support, maintenance, installation costs, payment terms, discounts, warranty costs, extended maintenance costs, volume discounts).

The ABS evaluation committee provided an assessment to the delegate against each criterion. References were checked. The response satisfied all criteria and was deemed to represent value for money.

A key feature of this tender was that it had to be value for money. Prices were requested and provided for various eCensus take up levels (50%, 65%, 80%) and for two security models (matching the 2006 and the 2011 ABS security requirements). In addition, the ABS requested that the application had a modernised look and feel and was able to operate effectively on a range of mobile devices. The ABS also requested that the application be available for ongoing ABS use in the ABS IT environment after the completion of Census enumeration.

The costed solution evaluated included the 65% take-up level, the more stringent and stronger 2011 security requirements, and all application changes requested by ABS.

The contract cost was \$9,606,725 (GST incl) representing a fixed cost for the infrastructure and all requested application functionality. Allowing for an anticipated 15% total contract spend on change requests*, the adjusted 2016 estimate of \$11,047,727 (GST incl) should be used to compare against the 2011 cost. The 2016 adjusted price represented a 3.9% reduction in costs from 2011 to 2016 with improved functionality.

* Note: The execution of the contract has required less than the allocated 15% contingency.

LOAD TESTING

9. What was the size of load testing in Mbps?

The Online Census application itself and its network traffic were deliberately kept as small as possible to enable a responsive experience for users accessing the system across slower network connections. The Census form is very small so that it can load quickly, even on the slowest internet connections, and uses very little data. The online form uses less than one quarter of one thousandth of a gigabyte (250kb), which is equivalent to a google image search or a second or two of a YouTube video. On many mobile data plans, this would be equivalent to less than one percent of data usage.

The application was also designed to be effective at high volume (or large scale use) by serving static resources from a Content Delivery Network (CDN) outside of the IBM hosted Census solution. As a result there are different network traffic figures for the peak load testing based on whether the figure is calculated from the 'virtual users' generating the load, or as assessed by the traffic into and out of the IBM data centre.

The load testing ran across multiple load testing scenarios and a number of test runs. The peak network traffic that was generated was from our final 'stress test' – which was designed

to test the solution under a scenario of 150% of the modelled peak load (which was based on an online Census uptake of 80% of estimated dwellings).

The stress test (of 150% of the modelled peak load) saw a peak of 163 Mbps inbound traffic and 162 Mbps outbound traffic. The peak network traffic throughput from our load test virtual users was approximately 1600Mbps – a significantly higher figure due to the resources served from the CDN.

10. How was the maximum anticipated load determined?

The capacity parameters were modelled using the peak load characteristics from the 2011 Census and the response patterns observed in the 2015 Census test.

In 2011 36% of those people who did their Census online, did it on Census night.

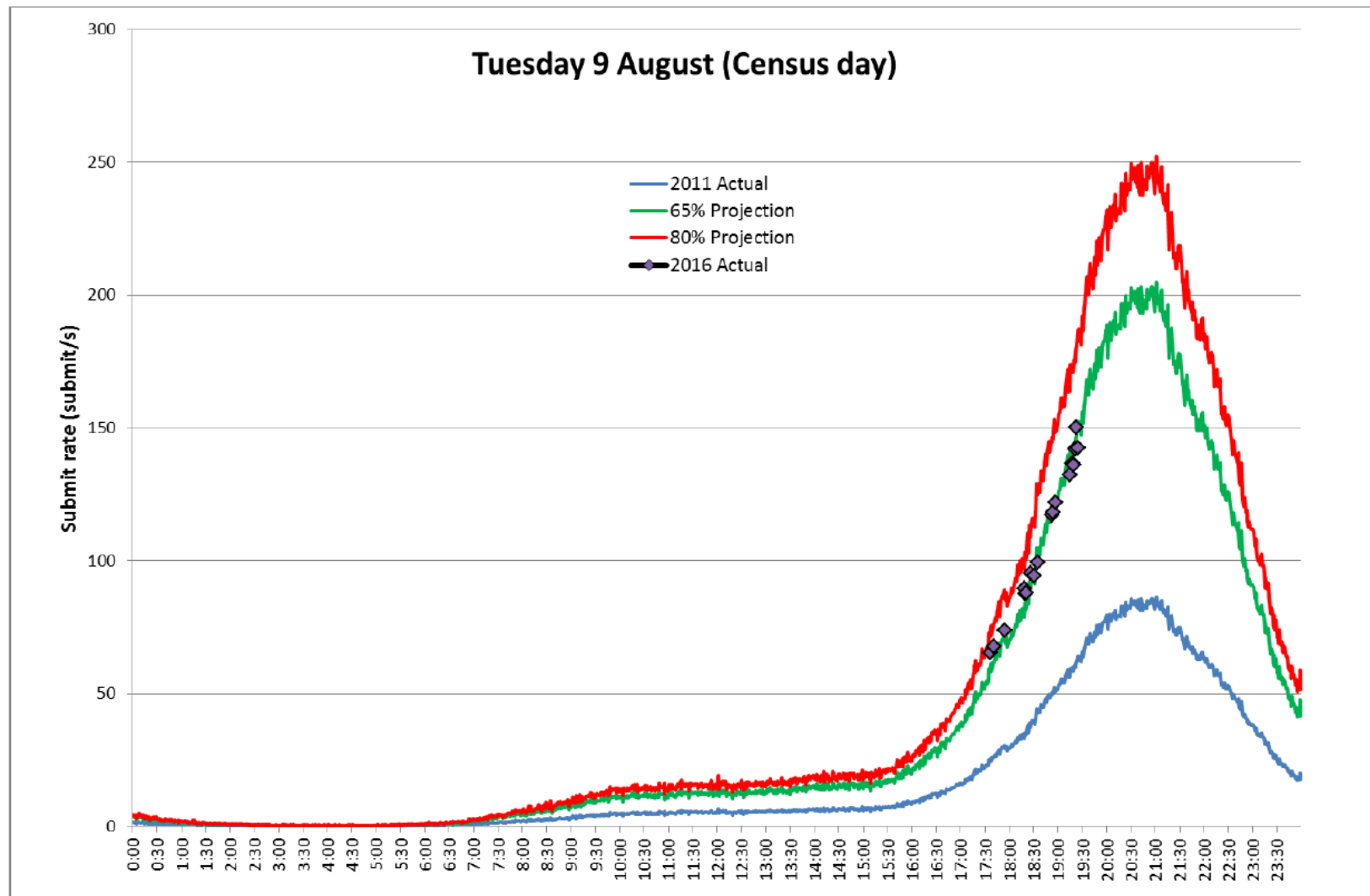
While the 2015 Census test indicated the ABS should expect a 65% uptake of the online Census channel, the ABS increased the capacity of the system to handle an online uptake of up to 80%.

The maximum anticipated load was calculated using the highest potential uptake of the online Census (80% of estimated dwellings) and the percentage of those expected to complete their Census form on Census night (36%) to give an average submission rate per second over the peak period (7pm - 11pm on Census night). This average figure was then scaled up from 2011 Census metrics to determine the expected peak. This scaling up was based on the 2011 Census ratio of the peak submission rate per minute compared to the average submissions rate per minute.

These calculations were the key parameters that determined the anticipated peak submission rate of 251 submits per second that the system was rated to support and load testing was conducted to verify.

Figure 1 below shows the projected submission rates under the 65% and 80% online uptake, the submission rates for the 2011 Census, and the submission rates that were actually experienced on Census night until the DDoS attack. It shows that at the time of the DDoS attack the submission rates were in line with expectations, well within load capacity.

Figure 1 – Projected versus actual online Census form submissions – 9 August



Actual total submits
Census Day 2011 – 1,490,936
Census Day 2016 – 1,554,850

11. Please provide the committee with a copy of the report prepared by Revolution IT Pty Ltd regarding the outcome of its load testing.

The Revolution IT load testing report is provided at Attachment 6.

12. Did Revolution IT Pty Ltd highlight any vulnerabilities to the system? If so, what were they and what steps were taken to mitigate them?

No

DISTRIBUTED DENIAL OF SERVICE (DDoS)

13. What measures were in place to mitigate against a DDoS attack?

The primary measure in place to mitigate against a DDoS attack was the 'Island Australia' mechanism negotiated by IBM with each of its Internet Service Providers through which it could quickly request to block any traffic destined to the Online Census from outside of Australia. IBM also had the ability to block IP any addresses that were deemed to be engaging in an attack on the site as part of standard operating procedures.

14. Was the ABS offered DDoS mitigation services from upstream providers or partners? If so, were these services engaged?

No the ABS was not offered, nor was it made aware of any offers, of any DDoS mitigation services from upstream providers or partners.

15. Did the ABS experience a DDoS event?

Yes, there were four DDoS incidents on the Online Census system on Tuesday 9 August

- a. When did the ABS become aware it was experiencing a DDoS?**
- b. What was the size of the DDoS event (in Gbps)**

The ABS was aware almost immediately of each DDoS incident as it occurred as operational teams at IBM and ABS were continually monitoring the systems.

The time, duration, type and size of each of the DDoS events against the Online Census on Census night is listed below as well as any resulting outage:

1. 10:10 9/8/2016 (11 minutes) – approximately 3Gbps from DNS reflection attack (approximate outage 5 minutes).
2. 11:45 9/8/2016 (4 minutes) – similar magnitude to first incident DNS reflection attack, ceased when geo-blocking was activated (approximate outage 2 minutes).
3. 16:52 9/8/2016 (6 minutes) – Minor DDoS attack of approx. 210Mbps (no outage).
4. 19:28 9/8/2016 (2 hours 29 minutes) – 1.5Gbps DNS reflection attack and HTTP thread attack (significant outage - approximately 2 hours 29 minutes with system subsequently kept offline).

- c. How did the experienced DDoS event differ from what the ABS anticipated experiencing?**

In advance of the Census main event, the ABS understood that IBM had DDoS protections in place with its Internet Service Providers which would be activated in the

event of a DDoS incident. It was expected that the DDoS protections would block all offshore traffic which is normally the source of DDoS attacks.

On Census night (Tuesday 9 August) prior to the DDoS incident at 19:28, the census form traffic was ramping up as expected. Submission rates were approximately 150 submissions per second which was just over 50% of the maximum tested capacity.

At 7:28pm a fourth DDoS attack occurred and by 7:33pm the eCensus system was unavailable to the Australian public. Geoblocking did not function as intended and, as the nature of the attack was different from the three previous attacks¹, the eCensus system degraded faster.

d. How can you be sure that elevated levels of traffic were not genuine attempts to complete the Census?

ASD validated that the ABS experienced a DDoS attack.

The Online Census solution tracks the submit rate as a key metric for the platform. The submit rate is the number of users completing their Census form per second. The system also reports on the ratio of web requests for the landing page (census.abs.gov.au) to the number of successful logins, along with the ratio of requests for the login page to the number of successful logins.

During the attack on Census night the network traffic was atypical, both due to volume, but also due to the significant reduction in the ratio of users accessing the landing page or login page and then successfully logging in.

At the same time there was a decline in the submit rate, which was indicative of existing users being unable to complete their Census form due to the DDoS flooding the network. The increase in the number of HTTP worker threads on the web servers was also atypical of usual respondent behaviour, and signalled directed traffic that had an altered 'keep alive' which ensured the thread was not released.

16. Did the ABS experience a router failure or was the firewall reset without an appropriate back-up in place?

The ABS did not experience a router failure or firewall reset. As a result of the DDoS attack, the ABS understands that IBM began to experience problems with its remote routers. IBM first attempted to reboot its system at 7:43pm, but this was not successful.

17. What load-balancing measures were in place on Census night?

The Online Census solution was effectively load balanced.

The Online Census solution was designed with load balancing across key infrastructure elements such as the Web Servers, the Application Servers and the Database server tiers. This load balancing was designed to be complemented by the 'N+1 redundancy' in order to provide a highly resilient solution. The load balancing implementation was through a mixture of client side load balancing, as well as network and software load balancing within the platform itself.

¹ In addition to DNS reflection traffic, the e Census web services began experiencing resource exhaustion issues as all available HTTP worker threads were occupied.

DATA SECURITY

18. Was any data exfiltrated from the ABS network?

No data was exfiltrated (or taken) from the Online Census system or the ABS network.

An investigation of the Online Census system logs by IBM on Tuesday 9 August and subsequent review with ASD allowed ASD to confirm no data was exfiltrated. The investigations also found that the unexpected report of outbound traffic was caused by the networking issues IBM were experiencing causing their network monitoring system to report a spike in outbound traffic based on incomplete information.

The Privacy Commissioner investigated the incident and affirmed in statement on 11 August that “personal information was not inappropriately accessed, lost or mishandled”.

19. Were fears of a potential breach of the ABS network the rationale for shutting down the Census webpage?

No.

The ABS network is hosted by the ABS on ABS premises and is completely separate and distinct from the online Census solution (which is hosted at IBM’s Baulkham Hills Data Centre). At no time was there a concern of a potential breach to the ABS network.

With regard to the online Census solution hosted by IBM, at the time of the DDoS attack, ABS and IBM observed (on a shared real-time dashboard) an unusual spike in outbound traffic in the IBM monitoring systems. The spike was unexplained, which prompted concerns that the system may have been compromised. ABS and IBM put a priority into identifying the cause.

The ABS decided to keep the eCensus system closed until the ABS was confident that:

- (1) the outbound traffic was understood and confirmed with ASD
- (2) it was understood why geoblocking failed to prevent the DDoS attack so that protections against any new DDoS attacks would be effective and
- (3) that the infrastructure was robust, including routers which had experienced issues.

The Privacy Commissioner noted on 11 August that “*The ABS’s decision to shut down the website – to avoid any prospect that the DoS attack would include or otherwise facilitate a data breach – was, in the circumstances, a pro-privacy precaution*”.

WEBSITE FAILURE

20. Who made the decision to shut the Census website down?

At 8:09pm on 9 August 2016 the ABS requested that IBM enable 'overload' control which prevented the Australian public from commencing new Census forms. The ABS General Manager Census and Statistical Network Services Division made this decision.

21. Were any contingency plans in place in case the website had to be shut down on Census night?

Yes.

22. When was the responsible Minister informed that the Census website was down?

At 8:26pm on 9 August.

23. When was the Prime Minister informed that the Census website was down?

During a [joint press conference](#) with Mr David Kalisch on 10 August, 2016, the Hon Michael McCormack, Minister for Small Business stated “At 8:32 PM I notified the Prime Minister and at 8:33 PM I notified the Treasurer, my senior minister”.

PRIVACY CONCERNS

24. Why did the ABS elect to change the way it retains and uses Census information?

The ABS is striving to extract significantly more statistical value through safe and more effective use of the 2016 Census data. In particular, there are strong demands on the ABS to deliver much better statistical information on:

- the nature, extent and outcomes for employees and families from the industrial changes that are taking place in the economy;
- the changes taking place in communities, especially as our population ages and we experience further changes in patterns of work, population mobility and family formation;
- the education and health interventions that are more likely to provide improved outcomes; and
- the outcomes - both positive and negative - achieved for citizens, families and the community as a whole from government programs and services.

The process undertaken to introduce the changes involved internal consideration and external consultation as outlined in the ABS 2016 Census Senate Inquiry submission section 11.3.

25. How did the ABS inform the Australian public of the proposed changes to data retention and use?

On 20 August 2015, the ABS published the [Census of Population and Housing: Nature and Content, Australia, 2016](#)², which advised that for the 2016 Census “the ABS is currently considering the retention of name and address information for statistical purposes, under stringent controls”. This publication was accompanied by a media release.

The ABS invited public comment on the proposal to retain names and addresses for longer from the 2016 Census by issuing a media release³ and accompanying statement of intent⁴ on 11 November 2015. This was consistent with the ABS’s value of transparency to the Australian public around how it collects and uses data. Direct consultation was undertaken

² Australian Bureau of Statistics, 2016, *Census of Population and Housing: Nature and Content, Australia*, cat. No. 2008.0, available: <http://www.abs.gov.au/ausstats/abs@.nsf/mf/2008.0>

³ Australian Bureau of Statistics, ‘ABS to conduct a Privacy Impact Assessment’, media release, 11 November 2015, available:

<http://www.abs.gov.au/AUSSTATS/abs@.nsf/mediareleasesbyReleaseDate/080BA8A92516B088CA257EF9007CD28A?OpenDocument>

⁴ <http://www.abs.gov.au/websitedbs/D3310114.nsf/home/Statement%20of%20Intent%20%E2%80%93%20Privacy%20Impact%20Assessment%202016%20Census>

with each State and Territory Privacy Commissioner and the Australian Information Commissioner in 2015.

A Privacy Impact Assessment was conducted to assess the potential risks the retention of names and addresses from responses to the 2016 Census might have to the privacy of individuals, and to assess the ABS's proposed approach to managing, minimising or eliminating those risks. The Privacy Impact Assessment was undertaken in accordance with the framework for Privacy Impact Assessments set out in the OAICs *Guide to undertaking Privacy Impact Assessments*. The ABS engaged with the Office of the Australian Information Commissioner as part of the Privacy Impact Assessment process.

The outcome of the Privacy Impact Assessment was that the proposal to retain names and addresses from responses to the 2016 Census was consistent with the functions of the ABS prescribed in the *Australian Bureau of Statistics Act 1975* and compliant with the provisions in the *Census and Statistics Act 1905* and the *Privacy Act 1988*, including the Australian Privacy Principles.

Following the outcomes of the Privacy Impact Assessment of the proposal, the direct consultation, and consideration of all the public submissions received, the ABS made the decision to retain names and addresses from the 2016 Census. This decision⁵ was announced on 18 December 2015, accompanied by a media release⁶ and publication of the Privacy Impact Assessment⁷ on the ABS website. Subsequent to that decision, in April 2016 the ABS responded to concerns by committing to the destruction of names from the 2016 Census no later than four years after collection, i.e. no later than August 2020.

26. Did the ABS seek the guidance of the Office of the Australian Information Commissioner in developing the 2016 Census and surrounding measures?

Yes. The ABS consulted the Office of the Australian Information Commissioner as well as each State and Territory Privacy Commissioner in developing the 2016 Census.

The ABS briefed, and sought advice from, the Office of the Australian Information Commissioner a number of times in late 2015 in relation to the proposal to retain name and address information collected in the 2016 Census. In particular, the ABS sought guidance from the Office of the Australian Information Commissioner to ensure the Privacy Impact Assessment of the proposal was comprehensive and undertaken in accordance with best practice.

In addition, the ABS developed the Privacy Impact Assessment in accordance with the framework for Privacy Impact Assessments in the Office of the Australian Information Commissioner's *Guide to undertaking Privacy Impact Assessments*, and also referred to the Office's *Guide to information security* and *Guide to handling personal information security breaches*.

⁵ <http://www.abs.gov.au/websitedbs/D3310114.nsf/home/Retention+of+names+and+addresses+collected>

⁶ Australian Bureau of Statistics, 'ABS response to Privacy Impact Assessment', media release, 18 December 2015, available:

<http://www.abs.gov.au/AUSSTATS/abs@.nsf/mediareleasesbyReleaseDate/C9FBD077C2C948AECA257F1E00205BBE?OpenDocument>

⁷ Australian Bureau of Statistics, 'Privacy Impact Assessment', December 2015, available:

[http://www.abs.gov.au/websitedbs/D3310114.nsf/4a256353001af3ed4b2562bb00121564/170fd5a4b684aa3eca257f1e0021a392/\\$FILE/ABS%20Privacy%20Impact%20Assessment%202016%20Census.pdf](http://www.abs.gov.au/websitedbs/D3310114.nsf/4a256353001af3ed4b2562bb00121564/170fd5a4b684aa3eca257f1e0021a392/$FILE/ABS%20Privacy%20Impact%20Assessment%202016%20Census.pdf)

MACGIBBON REVIEW

27. Is the MacGibbon review going to be made public?

This is a matter for Government.

28. When is the MacGibbon review going to be completed?

This is a matter for Government.



RISK MANAGEMENT FRAMEWORK
PART A – THE RISK POLICY



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The Risk Management Framework sets out my expectations for how we will work together to manage risk and deliver better outcomes for the Australian community.

Our vision is to unleash the power of statistics for a better Australia. There are a number of strategically important risks that threaten our ability to realise that vision, and we must work together to manage them. They include:

- If the ABS does not engage fully with stakeholders, they may not realise the full potential of the data the ABS holds and they may not provide the ABS with insights around its risks.
- If key statistics are wrong, or not available when they are needed to support good decision-making, this can have serious consequences for all levels of Australian government, the business community, and Australian society in general.
- If the Statistical Business Transformation Program is not delivered, the ABS will have lost a once-in-a-generation opportunity to improve its capability and cost structure.
- If there is a gap between workforce capability and business requirements, the ABS will lack the agile and diverse work force needed to be able to respond to changing priorities.
- The ABS also manages a suite of legislative and corporate risks, which can have implications for community support for and cooperation with the ABS and the efficient use of resources.

We are also in a period of rapid change which can shift our exposure to risk. Change can control or introduce risk, and introducing multiple changes at the same time can have outcomes that are hard to predict. However, a 'no change' approach also involves risk exposure, and for the ABS would be unsustainable given our fragile and ageing systems, and the pace of change in the Australian economy, population, society and environment.

I thus ask all ABS staff to take the time to understand this Framework as it applies to them and to become familiar with their strategic objectives, the resources at their disposal, the risks that matter most and the people they need to work with across the ABS to manage them, and to collaborate in risk management as part of the Australian Public Service and the Australian community more broadly.

David W. Kalisch

Australian Statistician

Endorsed October 2015



Context and Purpose

The Risk Management Framework has been developed to provide guidance and support for all staff and sets out our approach to risk management at the ABS. It has been developed to meet the requirements of the *Public Governance Performance and Accountability Act 2013* relating to the management of risk and the nine elements of the Commonwealth Risk Management Policy (CRMP).

The Risk Management Framework consists of two parts.

- **Part A** – the **Risk Policy** which states the overall intentions and direction of the ABS in relation to risk management.
- **Part B** – the **Risk Guidelines** which provide the foundations and organisational arrangements for implementing the policy. It includes tools for risk identification, assessment and treatment processes and assists in the practical application of risk management.

Risk Appetite²

Our risk appetite helps us align our decisions with our strategic objectives. It can also inform risk based decision making by providing guidance on the risk trade-offs we are willing to accept as an organisation in mitigating our risks. We want to express our risk appetite in the three areas below because they are key areas of our business and important for delivering a transformed ABS. They are also the three broad areas across which we need to collaborate to achieve our strategic objectives and manage risk.

Statistical risk appetite

Our statistical risk appetite has been defined to recognise that all of our statistics are important but the consequence of getting them wrong, or in failing to deliver them when needed, are not all equal.

Major Economic Indicators (MEIs) and Estimated Resident Population (ERP) are key statistics that we produce that shape decision making in a range of important areas

including the economy, government policy, monetary policy and business decisions. The consequences of getting these statistics wrong, or failing to deliver them when needed, would be profound for our key users as well as for the ABS.

The Census of Population and Housing (the Census) is the largest statistical collection we undertake and one of the most important. Census data are used in the public and private sectors to make informed decisions on policy and planning issues that impact on the lives of all Australians. Census data are also key inputs for ERP statistics and other data initiatives (e.g. data integration).

Our statistical risk appetite also recognises the opportunity that the ABS has to provide insight into a range of economic, social and environmental issues through the information that we hold. We need to repay the trust placed in us by providers, including administrative and transactional data providers, by enabling those insights to be developed while maintaining privacy and confidentiality.

Statistical risk appetite summary

The key risks to manage are those to the quality and timeliness of our MEIs, ERP, and Census.

We support continual improvement across our statistical program following thorough assessment of any impacts on the quality of our statistics. We implement change in a carefully considered way to minimise unintended consequences and we take a staged approach to the implementation of multiple changes to reduce the compounding effect of multiple risks.

We will understand the expectations of our key users for the quality, timeliness and scope of statistics in order to inform any trade-offs in managing risk and we will communicate with our providers to understand risks to statistical quality in our source data, particularly administrative data of strategic significance.

We will meet or exceed legal and public expectations on maintaining privacy and confidentiality while exploring all options to improve our ability to meet information needs, with a particular focus on providing trusted users with access to microdata.

² Element 2b of the Commonwealth Risk Management Policy



Statistical Business Transformation Program (SBTP) risk appetite

The SBTP risk appetite reflects our commitment to identify innovations quickly and put in place infrastructure that is sustainable over the longer term. The investment by the Australian Government in the ABS to deliver the SBTP is substantial and we need to manage that investment responsibly and deliver a modern and sustainable organisation.

The SBTP risk appetite also reflects the importance of the SBTP as a way of managing other risks. We know that our systems are ageing and fragile and 'no change' had become unsustainable. Ongoing reliance on these systems exposes us to increased risk, through raising the incidence and severity of key person risk, increasing the need for manual interventions and the increasingly costly diversion of resources for maintenance.

Statistical Business Transformation Program risk appetite summary

We have a relatively high risk appetite early in a project's life to allow maximum creativity and innovation. The high risk appetite extends to the early phase of a project's life, to ensure that any potential shortcomings are identified rapidly, before there is a significant impact on cost, time or dependencies. As such, we will test early and learn quickly to help ensure the overall success of the Program.

We will use appropriate program and project methodologies to deliver agreed scope on time and budget and we will choose systems and services that are reliable, fit for purpose, and financially sustainable.

We will actively manage the impact of change through effective engagement and communication across all relevant areas of the ABS and with key external stakeholders to ensure ownership and support for the business solutions implemented as part of the Transformation.

Enabling services risk appetite

The enabling services risk appetite reflects the collaborative and customer focused approach we want to take with our work. We want to work together at the pace needed to deliver outcomes within the risk appetite for those outcomes rather than adopt a risk minimisation approach. We understand that we all contribute to informed decision making for those that inherit or rely on our work.

Enabling services risk appetite summary

We will treat ABS staff as intelligent and capable people and provide an appropriate level of support to enable delivery without over-servicing or creating red tape.

We want the prioritisation of our service delivery to reflect the priorities of our business. In providing enabling services, we will reflect the risk appetite of our business, which will be formed by the needs of our stakeholders.

We support areas to make decisions by working with them to develop solutions and helping them understand the risks associated with their decisions.

Risk Culture³

Our culture is an important enabler of effective risk management and so we will develop and maintain a culture with:

Strong leadership

- We will be clear about our goals, who has responsibility for delivery and who owns which risks.
- We are all responsible for contributing to our culture. We will model and reinforce positive behaviours and we will appropriately address behaviours that do not align with our expectations.
- We will speak up when we identify issues, escalate issues in a timely way, and appropriately challenge information, advice or approaches which we believe are incorrect, ill-considered or inconsistent with APS values
- Well intentioned mistakes that align with our expectations for risk management are accepted as part of doing business and treated as learning opportunities.

³ Element 2d and 5 of the Commonwealth Risk Management Policy



Collaborative and cooperative approaches

- We will work as one team. Our statistical areas, our transformation areas and our enabling areas all contribute, and have a role in supporting each other, to deliver our strategic objectives.
- We will be open and honest about the risks we are choosing to manage and how we are managing them.
- We share information appropriately internally and externally because we recognise that sharing information is important to assist our own and others' decision making.

Responsible decision making

- We will make decisions on the balance of the risks and opportunities that we are managing following consideration of the best available information, regulatory requirements, our finite resources and the expected benefits and costs of our decisions.
- We will make realistic assessments of risk and avoid over or understatement.
- We will ensure risk management is integrated into the way we do our work so it is intentional, effective, efficient and ongoing.

We know that culture is dynamic and we are working to improve our culture as part of the major ABS transformation. The ABS will use the annual staff survey results to assess culture and respond to areas identified for improvement.



Accountabilities and Responsibilities⁴

Generally all ABS staff have a responsibility to:

- identify risks to their deliverables
- make reasonable and realistic assessments of risk
- accept and manage reasonable levels of risk
- consult with staff, managers, customers and other stakeholders to understand and manage risks
- work together to manage shared risks
- exercise good judgement and make lawful decisions.

More specific risk management responsibilities are outlined in Table 1. There may be other more detailed responsibilities documented in internal policies or documentation covering specific risks (such as project planning or the Work Health and Safety Framework).

Our general approach for determining accountability for risk is that the decision maker is the risk owner, and staff that inform decision making are accountable for the quality of their information.



Table 1: Risk management responsibilities

Strategies	Action	Responsibility
Establish and maintain an appropriate system of risk oversight and management	<ul style="list-style-type: none"> Establish the organisational structure and set internal policy that clarifies entity roles and responsibilities for specific risk types Endorse the Risk Management Framework and set the Risk Culture and Risk Appetite Work in partnership with key providers (includes reporting on key risks to the responsible Minister) Manage strategic risks Establish the Audit Committee* to provide independent assurance and assistance 	Australian Statistician with support from Executive Leadership Group (ELG)
Oversight and management of statistical risk	<ul style="list-style-type: none"> Establish a system for identifying each statistical risk Ensure there is a statistical risk management plan, addressing each statistical risk, completed in the organisational template Each statistical risk management plan is to incorporate: <ul style="list-style-type: none"> the roles and responsibilities of all contributors to statistical outputs ways to access expert advice on statistical quality stakeholder views and expectations relationships management Provide a regular report to ELG* on the highest statistical risks 	Deputy Australian Statistician, Statistical Services Group (DAS, SSG) General Manager, Methodology Division (GM, MD) GM, Census DAS, SSG; GM, MD; and GM, Census
Deliver transformed technological infrastructure	<ul style="list-style-type: none"> Ensure in the implementation of new statistical business processes that risks are well managed. 	DAS, Statistical Business Transformational Group
Deliver transformed culture and governance	<ul style="list-style-type: none"> Foster and encourage the right culture for a high performing ABS that manages risk effectively in statistical and transformation arms of the business Establish appropriate corporate governance to enable business and manage risk 	DAS, Enabling Services Group
Deliver transformed statistical business strategy	<ul style="list-style-type: none"> Ensure that business strategy is sustainable and aligns to the strategic objectives and Transformation Goals of the <i>ABS Corporate Plan 2015-19</i> 	GM, Strategic Partnerships & Projects Division
Manage cross cutting program and operational risks	<ul style="list-style-type: none"> See Senior Management Group (SMG)* 	Chair of SMG with support from SMG
Oversight and management of security risk	<ul style="list-style-type: none"> Maintain security framework Ensure compliance with mandatory requirements Annual reporting on status of security compliance to the responsible Minister 	Chair of Protective Security Management Committee*
Develop and maintain the Risk Management Framework	<ul style="list-style-type: none"> Develop and maintain the Risk Management Framework Approve the Risk Guidelines Support organisational risk management capability Support integration of risk management planning into normal business processes Coordinate reporting on strategic risks Manage the internal audit function 	Program Manager, Governance and Parliamentary Liaison Branch
Implement risk management into business delivery	<ul style="list-style-type: none"> Agree to deliverables with line management Develop, and implement appropriate risk management planning (for statistical risk this includes for the statistics or classes of statistics that they have been designated responsibility for, with the support of Methodology Division) Monitor that the risk management plans are working effectively and review the plans regularly to enable continual improvement Keep line management and stakeholders informed of risks that are being actively managed Report to SMG on high risks Escalate risks outside the tolerances set to ELG 	Risk Owners

* For more information see ABS Links > Corporate Information > 2. Corporate Meetings and Reports, or search Services@ABS

Approach to Risk Management

As outlined in the ABS Internal Control Framework, we take an integrated approach to risk management. This means that:

- Policy positions reflect the risk appetite of senior management in respect of the decisions they empower staff to make and any limitations applied to that decision making process
- Governance is developed to ensure that we can best structure ourselves to achieve our goals and manage specific types of risk or shared risks
- Planning and reporting provides explicit opportunities to document goals and the respective risks to achieving those goals.

- Assurance activities are targeted based on the relative importance of our objectives, the level of risk in the activities and the level of assurance that is in place.

We recognise that we will often be required to make decisions balancing a range of risks, and that there are trade-offs inherent in all of our decisions.

When controlling risk we want to choose cost effective approaches. To do this we take into account any interdependencies in the sources of risk and we assess the effectiveness of our controls collectively. More specific approaches to managing types of risk are outlined below in Table 2.

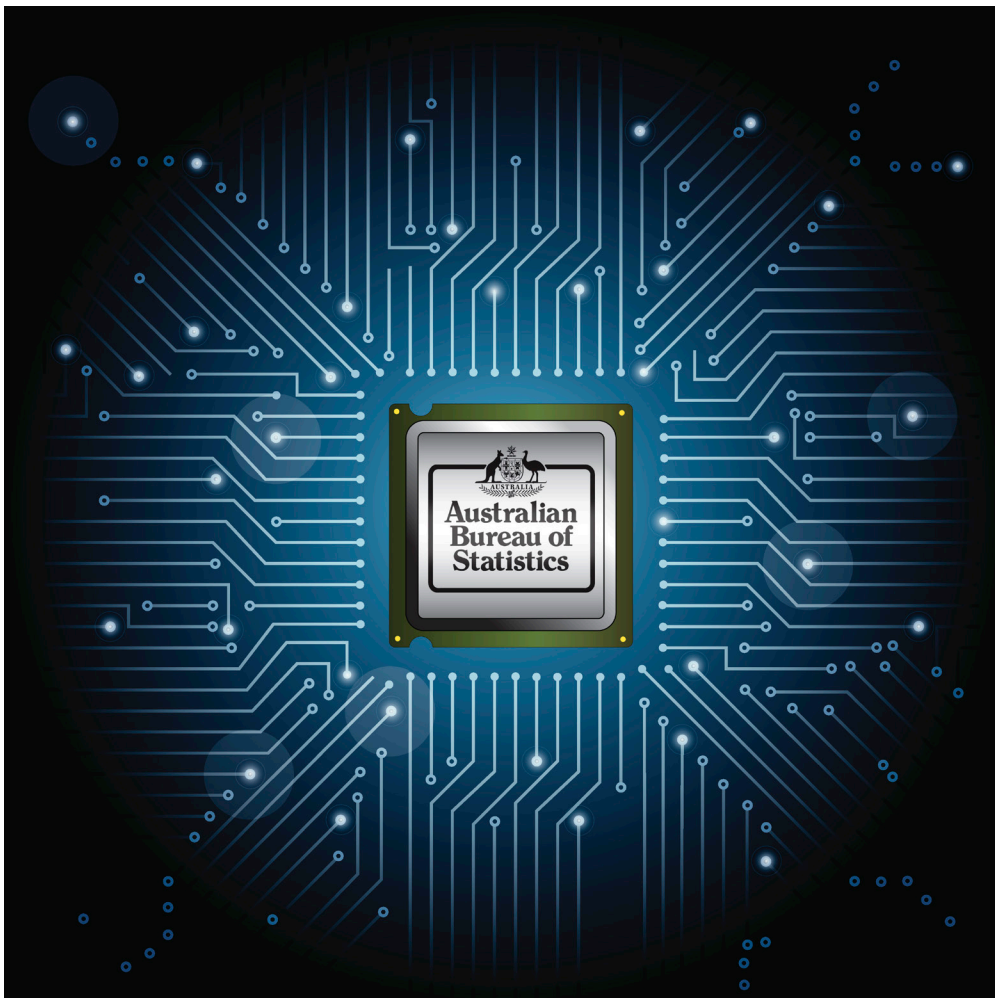


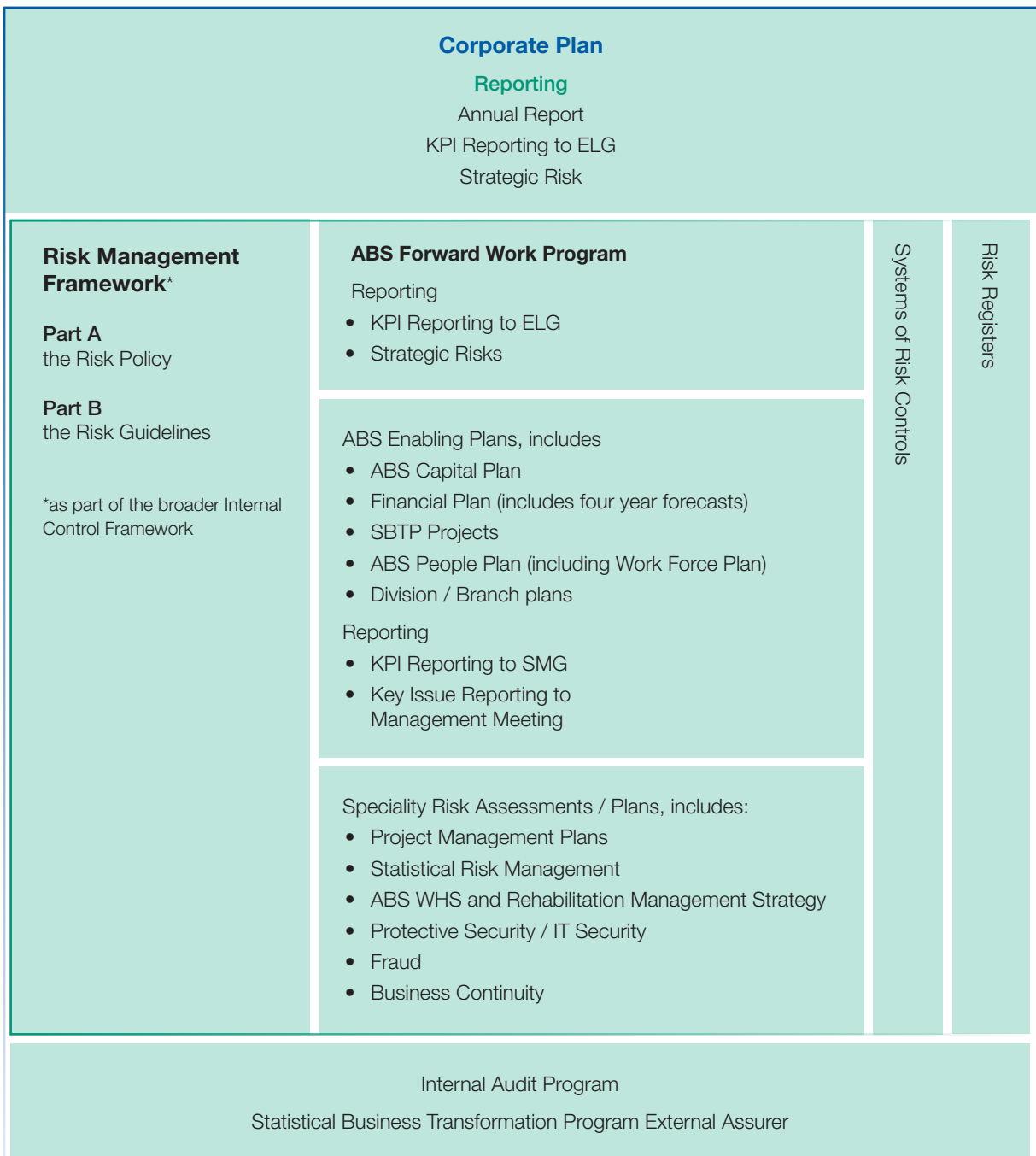
Table 2: Approach to managing types of risk

Risk type	Description	Managed by
Strategic Risk	<p>This includes risks to the strategic objectives of the ABS (Enterprise Risks). They are caused by factors such as:</p> <ul style="list-style-type: none"> • Macroeconomic conditions • Competitive forces • Social trends. <p>As a part of the Australian Public Service as well as national and international statistical communities Strategic Risk includes Shared and Whole of Government Risks. These risks have the potential to impact shared objectives. The ABS contribution to managing Essential Statistical Assets and Data Integration are recent examples of shared risk.</p> <p>It also includes risk to the ABS Reputation which predominantly arises out of failure to manage other risks. Reputation is built by working with integrity and doing our job well with a stakeholder focussed approach.</p>	<ul style="list-style-type: none"> • Annual planning and reporting cycles • Corporate governance structures • ABS Engagement Strategy • Internal policy and delegations • Owned by General Manager and above but may be managed by other staff • Shared and Whole of Government Risks are managed on a case-by-case basis as agreed to with the relevant stakeholders
Statistical Risk	<p>This risk arises when the ABS publishes statistics that are not considered by users as fit for purpose which includes, but is not limited to, time series that are not coherent. This can occur as a result of:</p> <ul style="list-style-type: none"> • Planned changes to systems, processes or methods • Introduced errors in systems, processes or methods • Changes in the availability of resources (e.g. funding, succession planning, key person risk) • Changes in the availability or quality of source data; or • Real world events that may not be captured adequately in pre-existing systems, process or methods. <p>Consequences of statistical risk for the ABS and our users will usually be higher when it occurs in our key statistics. As a guide our hierarchy of statistics to assist in assessing consequence is:</p> <ul style="list-style-type: none"> • MEIs, ERP, Census • Other regular ABS releases • Detailed releases and consultancies. 	<ul style="list-style-type: none"> • Statistical Risk Management Plans • Review processes • Annual planning and reporting cycles • Corporate governance structures • Internal policy and delegations • Business Process Maps, Parallel Runs and Quality Gates • The Major Economic Indicator Framework supports risk management prioritisation • ABS Engagement Strategy
Transformation Risk	<p>This includes any risks to the delivery of transformation that are not captured elsewhere.</p> <p>This risk arises when transformation governance and process is circumvented and the transformation principles are not applied.</p>	<ul style="list-style-type: none"> • The SBTP has established governance for managing these risks
Operational and Compliance Risk	<p>Risk of loss from inadequate processes, systems or external events. It includes:</p> <ul style="list-style-type: none"> • Customer / Supplier • Property • Legal and regulatory • Information Technology (IT) and Protective Security • IT Performance • Information and Communications Technology (ICT) sourcing and delivery • Workforce planning and capability • Staff payments and entitlements • Workforce relations. 	<ul style="list-style-type: none"> • These risks are usually managed through explicit risk assessment and treatment • Standard approval processes (e.g. internal policy, spending proposals) • Usually owned by a Program Manager and below but may be escalated
Financial Risk	<p>A component of Operational and Compliance Risk that is identified separately due to the specialist approach to managing. This includes:</p> <ul style="list-style-type: none"> • Fraud (credit card, travel & procurement) • Financial compliance • Procurement compliance and value for money. 	<ul style="list-style-type: none"> • Generally these risks are managed through systems overseen by the financial management branch • An ABS Fraud Risk Assessment is conducted biennially and reviewed twice a year
Work Health and Safety Risk	<p>A component of Operational and Compliance Risk that is identified separately due to the specialist approach to managing and implementing a safe system of work and the legal requirements to deliver safe workplaces through risk management.</p> <p>This includes Critical Workplace Health and Safety (WHS) risks and Program WHS risks. As well as for ABS employees (workers), safety must be ensured for others who are affected by ABS operations e.g. respondents and providers.</p>	<ul style="list-style-type: none"> • Critical WHS risk are owned by Deputy Australian Statisticians and above but may be managed by others • Program WHS risk are owned by the Program Manager but may be managed by others



Overview of the ABS System of Risk Management

The diagram below shows the planning, risk management and reporting activity that forms the system of risk management at the ABS. It provides broad guidance for ABS staff on where planned risk management occurs and how the information is used and assured. It aligns to the Internal Control Framework for the ABS.



RISK MANAGEMENT FRAMEWORK PART B – THE RISK GUIDELINES



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IF YOU DO NOT CHANGE
DIRECTION, YOU MAY END
UP WHERE YOU ARE
HEADING.

Lao Tzu

Risk Management Framework (Part B - the Risk Guidelines)

About this document

The Risk Management Framework has been developed to provide guidance and support for all staff and sets out the approach to risk management at the ABS. It has been developed to support the ABS to be a high performing organisation while also meeting the requirements of the *Public Governance Performance and Accountability Act 2013* and the Commonwealth Risk Management Policy.

The Risk Management Framework consists of two main parts, the Risk Policy (Part A) and the Risk Guidelines (Part B). This document – the Risk Guidelines – outlines the steps involved in the risk management process and provides practical guidance to assist staff to manage risk and achieve objectives. The stages of the risk management process are explained in this document through: a description of what is involved in each step; a list of some helpful questions that might be asked at each step; and some case studies.

Glossary

The ABS Risk Management Framework is based on the Australian/New Zealand Risk Management Standard (AS/NZS ISO 31000:2009). Some key terms from that standard, as well as other terms commonly used at the ABS, are defined below to support consistent language when discussing risk at the ABS. These terms may be further defined elsewhere in corporate documentation, to assist staff that require more detail, however they should align with these definitions.

Control:	[a] measure that is modifying risk.
Event:	[an] occurrence of change of a particular set of circumstances (can result in more than one consequence, can result in no consequences (near miss))
Level of risk [Risk Rating]:	[the] magnitude of a risk or combination of risks, expressed in terms of the combination of consequences and their likelihood.
Residual risk:	risk remaining after risk treatment (can contain unidentified risk, also called retained risk). Note this assumes treatment has been effective and no new risks were introduced by the controls. Ongoing monitoring and review should be established to ensure the controls have been implemented and had the expected effect on the risk.
Risk:	[the] effect of uncertainty on objectives (positive and/or negative).
Risk assessment:	the overall process of risk identification, risk analysis and risk evaluation.
Risk source [Source]:	[a] element [thing] which alone or in combination has the intrinsic potential to give rise to risk.
Risk treatment:	[the] process to modify risk. Terms used by the ABS that are not defined in AS/NZS ISO 31000:2009
Inherent risk:	generally accepted to mean the level of risk with no controls in place, however, since all activities are likely to have some controls in place, this is more often used to describe the level of risk at the time of risk analysis.
Issue:	something that has happened and must be managed. It is a risk that has been realised, which may or may not have been an identified risk.

Risk Management Goal

To integrate risk management into the way the ABS does business, so the ABS achieves its corporate plan objectives, manages change effectively, realises its opportunities and makes sound decisions on the use of public resources.

Risk Context for the Australian Bureau of Statistics

The ABS is Australia's national statistical agency, providing trusted official statistics on a wide range of economic, social, population and environment matters of importance to Australia. The ABS also has an important statistical leadership role.

The ABS operates in a dynamic environment. New opportunities for accessing and interrogating a vast amount of administrative, transactional and other data are becoming available, increasing the potential to provide new insights into matters of importance to Australians. The statistical landscape is becoming more complex, expectations of decision makers are growing, and the ABS is being challenged to deliver the best possible statistical program in more efficient and innovative ways.

Over the next five years, the ABS will implement a wide reaching transformation program, supported by a new structure and governance arrangements, and substantial Australian Government investment in modernising its infrastructure. Transformation will enable the ABS to engage better with partners, develop more responsive solutions, make the best use of technologies, and be a high performing organisation.

The ABS operates under the *Public Governance, Performance and Accountability Act 2013* and is a part of the Treasury portfolio.

It is in this context that the ABS aims to integrate risk management into the way it does business, to achieve our corporate plan objectives, work together to manage change effectively, realise opportunities and make sound decisions on the use of public resources.

Strategically important risks that the ABS manages

If the ABS does not engage fully with stakeholders, they may not realise the full potential of the data the ABS holds and they may not provide the ABS with insights around its risks.

If key statistics are wrong, or not available when they are needed to support good decision-making, this can have serious consequences for all levels of Australian government, the business community, and Australian society in general.

If the Statistical Business Transformation Program is not delivered, the ABS will have lost a once-in-a-generation opportunity to improve its capability and cost structure.

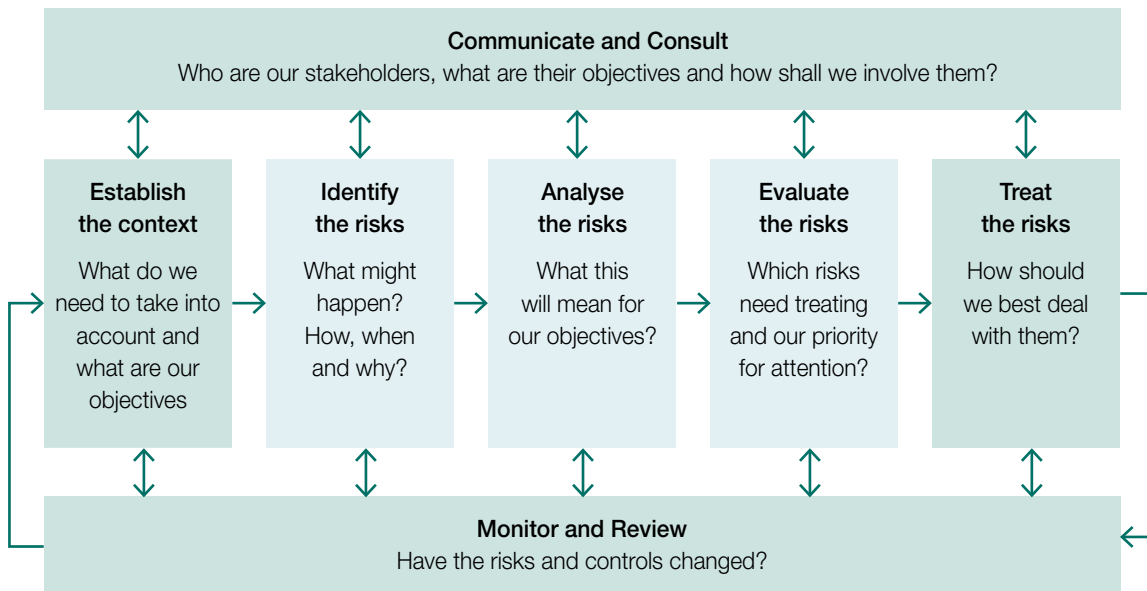
If there is a gap between workforce capability and business requirements, the ABS will lack the agile and diverse work force needed to be able to respond to changing priorities.

The ABS also manages a suite of legislative and corporate risks, which can have implications for community support for and cooperation with the ABS and the efficient use of resources.

The Risk Management Process

The risk management process is the *systematic application of management policies, procedures and practices to the activities of communicating, consulting, establishing the context and identifying, analysing, evaluating, treating, monitoring and reviewing risk.*¹ Risk management should be part of the way the ABS does its work and risk management activities should be aligned with existing approaches where these exist.

Figure 1: The risk management process²



Ultimately, the risk management process is a way to generate and filter information to support informed decisions and successful outcomes. Risk management is a concept that can be applied to work of all levels of complexity, from small work tasks and projects through to strategic projects spanning multiple years. Before applying risk management it is important to be clear about the objectives, to provide focus and context for the risks you need to manage.

Characteristics of an effectively run risk management process include:

- Everyone involved in a risk management process is clear about their role and any ongoing responsibility that they have, including any responsibility for implementing controls. There is one risk owner (decision maker) clearly nominated for each risk.
- The right people are involved at the right time. Complex objectives and risks may require a broad diversity of opinions and experience to ensure enough information is gathered to inform decision making. Less complex processes are frequently managed through standard corporate processes and line management decision-making processes.
- Fit-for-purpose documentation is produced, maintained and supports current and future processes. It needs to be practical and add value. It should reflect the contributing factors and outcomes of a decision-making process.

¹ AS/NZS ISO 31000:2009

² Adapted from AS/NZS ISO 31000:2009 courtesy of IP Australia

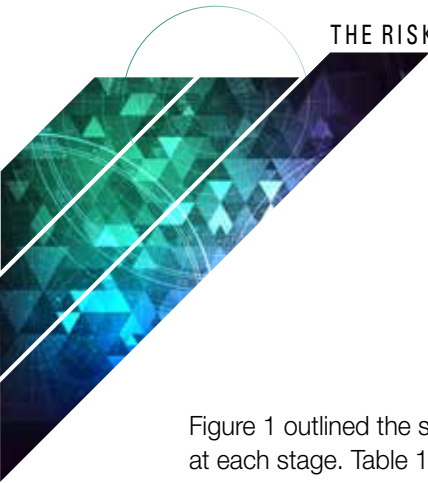


Figure 1 outlined the stages of the risk management process and some of the broad questions to be answered at each stage. Table 1 below lists some of the outputs that may be produced at each stage.

Table 1: Possible outputs from a risk management process

Stage	Possible outputs
Establish the context	Stated objective, identification of stakeholders and other relevant contextual information. May include brainstorming or the results of those activities.
Identify the risks	A list of risks (including opportunities) and the elements of the risks (source, event and consequence).
Analyse the risks	The level of risk for identified risks based on reasonable expectations for the likelihood and consequence of a risk (the 4x4 Risk Matrix at Attachment B or the 5x5 Risk Matrix at Attachment C may assist).
Evaluate the risks	Records of decisions and contributing factors to those decisions, including factors determining which risks are priorities for treatment.
Treat the risks	The analysis of risks for treatment showing themes that can be targeted. Documentation of the costs/benefits or pros/cons of decisions. May manifest as an options paper and should articulate clear milestones and responsibilities.
Monitor and Review	The regular milestones should be used to assess whether the risks are being realised or whether new risks are emerging. May include regular meetings to review project milestones, exception reporting, quality gates etc. Review performance and apply lessons for the future. May be an end of project launch/ review, annual planning meeting or benefits realisation assessment.
Communicate and Consult	The flow of information between stakeholders. May include email correspondence, agendas, minutes from meetings, terms of reference for a consultation process, outcomes from the consultation process and documentation of approval processes.

IN THEORY THERE IS NO
DIFFERENCE BETWEEN
THEORY AND PRACTICE.
IN PRACTICE THERE IS.

Yogi Berra

Establish the context

Risk is the effect of uncertainty on objectives. This stage of the process is designed to develop an understanding of the broad context in which we are working so we can turn unknowns into knowns and identify information gaps.

Often context is established in ways that are part of business as usual. Where more complex work is being managed, a more formal approach may be appropriate. Some tools to support that process include:

- Process mapping or mind mapping.
- 5Ws (Who, What, Where, When and Why).
- SWOT analysis, which assists in identifying internal context (Strengths and Weaknesses) and external context (Opportunities and Threats).
- PEST analysis (Political, Economic, Social and Technological).

If these prove unhelpful, try browsing the internet to find a more appropriate thinking tool or adapt one of the above tools to suit your purpose.

Helpful questions – Establish the context

What are the outcomes, objectives, deliverables and priorities in this situation? How much time, money or other resources are there to work with? Is this adequate to cover the risks?

Who are the internal and external stakeholders? What are their needs and expectations? How can these stakeholders help or hinder the work?

What lessons have been identified in previous reviews, audits or similar work done in other ABS teams or other agencies?

What information will help identify the risks? What information is missing?

What is happening in the broader internal or external environment that might affect the work?

What are the drivers of risk impacting on the work? What influence does the ABS have over the drivers?

What policy or legislation will enable or constrain the work? What governance applies to the work?

What culture (or cultures) apply?

RISK COMES FROM NOT
KNOWING WHAT YOU'RE
DOING.

Warren Buffet

Example 1 – Establish the context

A team writes a paper seeking Senior Management Group (SMG) endorsement for a new approach for risk management. In the background of the paper, the drivers for the change are listed, including the new direction of the Executive, feedback from external reviews and new whole-of-government requirements. The stakeholders that were consulted during preparation of the paper are also listed, including the Project Management Office and other units managing specific types of risk. This provides SMG with the context for the decision and any associated risks.

Example 2 – Establish the context

A team is preparing for migration of the collection it manages into a new processing system. As part of establishing the context the team:

- Updates its process maps to reflect the current approach for processing and includes the quality gates that the team has in place.
- Conducts a team planning day to brainstorm features of processing that will be the same or different as a result of migration.
- Engages with its IT support team to understand how to prepare for migration and understand what timeframes and changes are going to apply.
- Engages with other teams that have already migrated their collections to the new processing system, to understand the challenges faced and any lessons learnt.
- Identifies any capability gaps the team has for using the new processing system.
- Engages with key external users to communicate the change process and gather information on what flexibility there might be around timing and breadth of content for the next release, as well as what imperatives the stakeholders have for the quality and availability of data.

Identify the risks

This step should generate a comprehensive list of risks that could impact on objectives. Diverse skills, experience and perspectives will support more comprehensive risk identification and this can include stakeholders who enable, or rely on, the work.

There are three elements of a risk:

- the risk source(s) that give rise to the risk
- the event(s) that trigger the risk
- the consequences that could reasonably be expected to occur when the risk is realised.

Risk source, event and consequence are not one-to-one concepts. These could be internal or external to a work area. Multiple sources can give rise to the same consequence and one source can give rise to multiple consequences.

Understanding all the elements of each risk will provide more options for treating risks. These may include targeting the source, the event and/or the consequence. A single control may mitigate multiple risks.

An 'if/then' or 'cause/effect' statement can help to describe risks and document the event and the consequence e.g. *[event] if my staff don't validate the data [consequence] then I expect a number of manual data entry errors will be processed which will result in a week of lost time to review and fix.*

Helpful questions – Identify the risks

What could go wrong (and what should be managed)? or What needs to go right (and so what must be managed)?

How are clients of the ABS exposed to risk from the work?

When, where, why, and how are the risks likely to occur? What is the source of each risk?

What is the potential cost of each risk if realised (in terms of time, money and disruption to customers)?

What risk areas is the ABS exposed to (e.g. commercial and legal, economic and financial, technological, operational, political, workforce capability, work health and safety, natural events)?

Are these risks acceptable?

Example 1 – Identify the risks

A team wants to change some of the data tables it regularly publishes in an annual collection. This is considered a routine practice. The team understands that there are a number of points in its process that must go right for processing to be successful. The team holds a meeting to consider if the change may trigger an event when: producing an extract from the processing system; on input into the publication system; or with stakeholders if the stakeholders are not satisfied with the output.

Case Study – Implications for ABS statistics due to changes in administrative data sources

In October 2014 the ABS identified that passenger card data, which is an input into Demography statistics, created unusable data. This occurred as a result of the Department of Immigration and Border Protection (DIBP) changing the service provider that ran the processing.

A coordinated approach with DIBP enabled the ABS to undertake the processing of passenger card data on a temporary basis. A processing centre was established in the ABS Canberra Office and over 60 people were recruited. Processing was supervised by Census processing and systems experts and over 2.7 million cards were processed in 30 days.

A team spanning three states was established and developed a model to produce three months of preliminary data as an interim solution until the final data became available. Based on 10 years of historical and current data, the model worked extremely well, had quality measures, was documented, and was repeatable.

Stakeholder management was critical to resolving the issue with regular contact occurring with DIBP, Austrade and the tourism sector, as well as the ABS Minister and the Treasurer.

The lack of visibility of a source of a risk in the administrative data source exposed the ABS to significant risk and the cost of resolving those issues downstream was considerable.

The response demonstrated the commitment and capability of the ABS and the ability to work with external providers to manage issues.

This scenario demonstrates the importance of considering the risk to the quality of administrative data supplied to and used by the ABS at the time of making changes to the processor of the admin data.



Analyse the risks

Analysing the risks helps prioritise the risks to be managed. Risks should be assessed against the ABS risk assessment matrices, which support prioritisation and treatment of risks in line with the ABS risk appetite set by senior management. The ABS risk assessment matrices, as well as the tables that document tolerance for likelihood and consequence, are included at

- Attachment B for the 4 x 4 matrix
- Attachment C for the 5 x 5 matrix.

The preference is for staff to use the 4 x 4 matrix. Staff who have completed risk management in a 5*5 matrix should continue to manage those risks in accordance with their agreed treatment plans and consider switching to a 4 x 4 matrix at their next major review.

It is important to ensure that the assessment of likelihood and consequence is realistic and not overstated or understated. If in doubt, seek input from others, particularly colleagues who have had experience with the same subject matter.

To assess the risks, begin by understanding what existing controls are in place and may already be having an effect on the risk. Consider whether the controls are:

- Effective:** The control is well designed to control the risk, has been implemented and is being consistently applied by staff.
- Partially Effective:** The control is well designed to control the risk, may be partially implemented, and/or is being inconsistently applied by staff.
- Ineffective:** The control is not well designed to control the risk, and/or it has not been implemented, and/or it is not being applied by staff.

Helpful questions – Analyse the risks

What controls are already in place? Are they working as intended and if not is it a design issue, an application issue, or both?

What is a reasonable expectation for likelihood and consequence? Has this happened before internally or externally? Are there lessons learnt from past experience that should be applied?

What types of risks do I have? Are there ways to group them?

Example 1 – Analyse the risks

A manager has identified a key person risk in their team where only one person knows how to use software that the team relies on to deliver its outcomes.

When the manager investigates, the manager finds that:

- the person has started teaming up with a new staff member to share their knowledge, as agreed in the annual performance, planning and development process
- the person has kept very detailed records of the procedures required to complete their work and made that information available in corporate information systems; and
- the software is being phased out by the organisation and replaced with more intuitive software.

The manager assesses the risk as medium with a strong set of effective controls already in place.

Example 2 – Analyse the risks

An ABS team working with state/territory administrative data to produce an annual publication regularly receives data from one of the providers a few weeks later than the deadline for submission. The provider is a smaller jurisdiction, has a long standing and positive relationship with the ABS, and is managing a lot of competing priorities.

The manager of the team has a lot of experience working with the provider, assesses that it is likely the provider will submit two weeks late, and that this will have an insignificant impact on processing timeframes.

History has shown that the team has been able to incorporate the later submission into the processing schedule in the past with minimal disruption. The team has existing controls in place through its stakeholder communication plan and processing contingency plan and it is confident these controls are effective. Given the above, the team assesses the risk as low.

If that provider had advised in the regular stakeholder engagement meetings that it was cutting back staff, or introducing a new data management system, the risk would have been assessed as high, because of a higher:

- likelihood (more sources/triggers for the risk means it is reasonable to assume a delay is more likely); and
- consequence (delays could reasonably be expected to be longer than previously experienced which would have a bigger impact on the processing timeframes).

EVEN A CORRECT
DECISION IS WRONG
WHEN IT WAS TAKEN
TOO LATE.

Lee Lacocca

Evaluate the risks

The risk evaluation process is used to determine which risks need treatment. All ABS risks must be managed according to the table below. Individuals may determine that more complex governance is required to manage their risks. If alternative requirements are documented, align with these minimum standards, and are supported by senior management, they will be accepted.

Table 2: Action for managing risks by risk rating

Risk Rating	Treatment plan	Risk Register	Escalate to Program Manager*	Notify PLAS**	Monitor (3 months)	Review (annually)
Extreme***	Yes	Yes	Yes	Yes	Yes	Yes
High	Yes	Yes	Yes	Yes	Yes	Yes
Medium	Yes	Yes	-	-	Yes	Yes
Low	-	-	-	-	-	Yes

*Management will exercise judgement to determine if further escalation is required. All staff may escalate to line management at any point they feel this is appropriate.

**Policy, Legislation and Assurance Section (PLAS) may be able to provide further support and will also assess whether the risk should be notified to the Audit Committee.

*** Not used in the 4x4 Risk Assessment Matrix (see Attachment B).

A decision on whether to treat a risk may vary depending on:

- the importance of the program, project, process or activity (e.g. a high risk in a low priority project may be less important to treat than a medium risk in a high priority project)
- the degree of control the ABS has over each risk (some risks may come from external sources or events over which the ABS has limited influence. Management of these risks should recognise what is within ABS control e.g. natural disasters and some business continuity risks are outside the control of the ABS)
- the resources available for risk treatment
- the cumulative exposure to a type of risk or the compounding effects of different risks
- the benefit/cost and work program trade-offs to be made.

The outcomes of risk evaluation should be documented as well as any decision not to treat an identified risk.

Helpful questions – Evaluate the risks

What risks should be accepted? What risks is line management interested in? Do any risks need to be escalated? What action should be taken based on the risk rating from the risk assessment?

Example 1 – Evaluate the risks

Continuing from 'Example 1 – Analyse the risks', the manager with the key person risk assesses the risk as medium, and decides that no further treatment is required because additional controls are not expected to generate sufficient benefits to justify the costs. The manager also determines that changing the profile of the team or removing the team's reliance on the software is outside of the team's control. The manager decides this key person risk does not warrant escalation.

Example 2 – Evaluate the risks

Continuing from 'Example 2 – Analyse the risks', the team working with the state/territory administrative provider finds that the provider has introduced a new data management system and as a result the risk is assessed as high.

Risk evaluation highlights this is now a priority risk for treatment. The issue is escalated to the Program Manager, who requests that priority is given to managing the risk and that treatments are developed that focus on how the ABS can provide additional support to the provider. The Program Manager also requests that more regular communication occur between the ABS and the provider and that timely updates on interaction with the provider are given to the Program Manager. These requests are included in the treatment plan.



Treat the risks

After following the previous steps it should be clearer which risks need treatment and whether there are any themes or systemic issues that need to be addressed. However, before choosing controls it is important to consider the preferred approach to treatment and this could include:

- Avoiding the risk (e.g. cease the project or change the scope)
- Reducing the likelihood of the occurrence (e.g. adding contract conditions, supervision, technical controls, compliance programs, procedure or quality control manuals or training)
- Reducing the consequence of the occurrence (e.g. contingency planning, emergency procedures or media management)
- Transferring the risk to another party (e.g. through contracts, insurance or partnerships).

Controls that focus on reducing the consequence of a risk can be an effective way to manage risk. This approach is often overlooked because people typically focus on preventing risks from occurring (reducing likelihood). Where it is foreseeable that a risk will eventuate, or where the cost of a risk eventuating too high to bear, then it is important to consider developing a contingency plan to protect against the consequences. Moving computer servers out of basements in flood-prone areas is an example of an action to reduce the consequence of a possible event (i.e. the flood) rather than the likelihood of the event occurring.

Once it is clear how the risks should be treated, consider the range of controls already in place as well as new controls that will be introduced. The controls should work together as a system. Consider any gaps, or duplication, as well as how those controls might interact. It can sometimes help analysis of controls to categorise them, such as through the three categories below:

- Preventative (prevents a risk from happening, before the data arrives)
- Detective (provides early warning that a risk is being realised, while we are working with the data)
- Remedial (contingency planning, issues management, after we have released the data externally).

It is important to be clear about the associated benefits and costs when making a decision to treat risk. Considering the importance of an opportunity, when weighed up against other priorities or the importance of mitigating a risk, should inform the costs the organisation should be willing to incur to manage that risk. Developing a number of options with clearly stated pros and cons that can be tested against hypothetical scenarios may be helpful when determining how, or whether to, manage a risk. Remember that the risk tolerances and risk appetite give risk owners guidance on what level of risk is appropriate to accept. It is not always reasonable or practical to mitigate and remove all risk, to do so can expose other risks.



Helpful questions – Treat the risks

What themes or systemic issues should be managed? Is there a single source or event that could be targeted for treatment to mitigate a significant proportion or number of risks?

Is there a good spread of controls across prevention, detection and remedial/contingency planning?

What other projects might have a similar set of controls?

What is the expected benefit cost ratio of the treatments being considered? Are any resources being wasted on inefficient controls?

Will the controls be effective? How will this be known?

Example 1 – Treat the risks

A team is launching a new eLearning module and is trying to manage a range of risks around the release of the module. Two risks that have been identified and analysed as requiring treatment are:

- Staff are burdened by the mandatory training and other important work doesn't get done.
- Staff don't get enough information to be self-sufficient and the team providing the training is burdened by a surge in requests for help.

A multi-pronged treatment approach that manages both risks is developed and includes: the inclusion of a 'help guide' that can be clicked on from links in the module; a help desk phone referenced inside the module; and a range of corporate guidance material loaded up to Services@ABS. What initially seemed to be mutually exclusive risks were found to be able to be managed through the same treatments.

ONE THING THAT MAKES
IT POSSIBLE TO BE AN
OPTIMIST IS IF YOU HAVE
A CONTINGENCY PLAN
FOR WHEN ALL HELL
BREAKS LOOSE.

Randy Pausch

Example 2 – Treat the risks

A team is preparing to migrate its work to a new processing system. It has identified and evaluated many risks that may require treatment to ensure successful migration. It has also identified some new risks that will emerge as a result of the change. The new risks relate to changes in the way the team works with its stakeholders to validate data.

The team feels overwhelmed by the number of risks that it identifies and then evaluates as requiring treatment. It undertakes further analysis to understand whether any of the risks can be grouped together for a more effective and efficient approach to treatment.

Two themes are observed in the risks. The first is that many of the identified risks relate to the ability of the new system to produce similar results to those being produced by the system being replaced. The second is that many of the identified risks require stakeholder engagement to understand and control.

The team develop a testing plan and test files to test known issues to ensure readiness of the system to accept their data. Using information from an IT expert, and other teams that have already migrated, they are able to develop a timetable to accommodate the expected level of unforeseeable problems they are likely to encounter during the migration to a new processing system.

A number of risks relating to stakeholders are also identified. These vary considerably from issues commonly managed during data validation through to dissemination and include issues such as delayed data and poor quality data. A stakeholder engagement plan is developed with a range of actions to treat the variety of risks in a coordinated and coherent way.

The treatment plans are reviewed before implementation to ensure that no new risks have been created and the treatment approach is reasonable. Through the review it is identified that there is a risk that the test file won't accurately test all characteristics of the live file. The treatment is reviewed and the test file is supplied to stakeholders for review to mitigate the risk further and ensure the file is as representative as possible.



Monitor and Review

Monitoring is an ongoing process and is important to ensure that:

- priorities and exposure to risk has not changed
- risk treatment and controls are effective and being implemented or are working as intended.

Review is a periodical process and it is important to review the risks more thoroughly and determine if the previous risks remain relevant, as well as scanning the environment to determine whether there are any new or emerging risks that might need to be managed.

There is no set rule for how often monitoring or reviewing should occur. It is recommended that:

- reviewing occurs after every cycle or major deliverable
- monitoring occurs often enough to detect if there are early warning signs that a risk is being realised. If it is not clear how often a review should be conducted, ask stakeholders how often they would like updates or consider how often meaningful information on progress can be produced.

It is important to ensure that outcomes from monitoring and reviewing activities are reported to risk owners and other key stakeholders as part of the standard communication and consultation that should occur during risk management.

Helpful questions – Monitor and Review

Who needs to be informed of progress? Who will benefit from regular information?

What monitoring is in place to determine if a treatment is implemented effectively? What are the early warning signs that a key risk is being realised or is in danger of being realised?

Is there regular reporting to support this monitoring work? Is there a regular review that could be leveraged to review the risks?

Is there a way to automate or workflow monitor/review activities?

Ensure the review asks the questions asked at the outset of the process.

Example 1 – Monitor and Review

A team is consulting internally on a new process for managing access to meeting rooms. The main risk is a low level of engagement with the new process, resulting in badly implemented changes due to an incomplete understanding of relevant issues.

The consultation period is open for two weeks and every few days the team has a five minute meeting to review the feedback coming in. The team considers whether it is receiving feedback from a wide enough range of areas and whether targeted follow up engagement is required.

At the end of the process, the team holds a review to identify what worked and what didn't work to capture learnings from the process and improve the next consultation process.

Example 2 – Monitor and Review

A statistical team running an annual collection is managing a range of operational, financial and statistical risks. The operational risks include security and staffing/capability risks.

Appropriate controls and monitoring activity for security risks are identified through corporate controls. These include access controls and regular exception reporting on unapproved access attempts to data storage systems holding sensitive information.

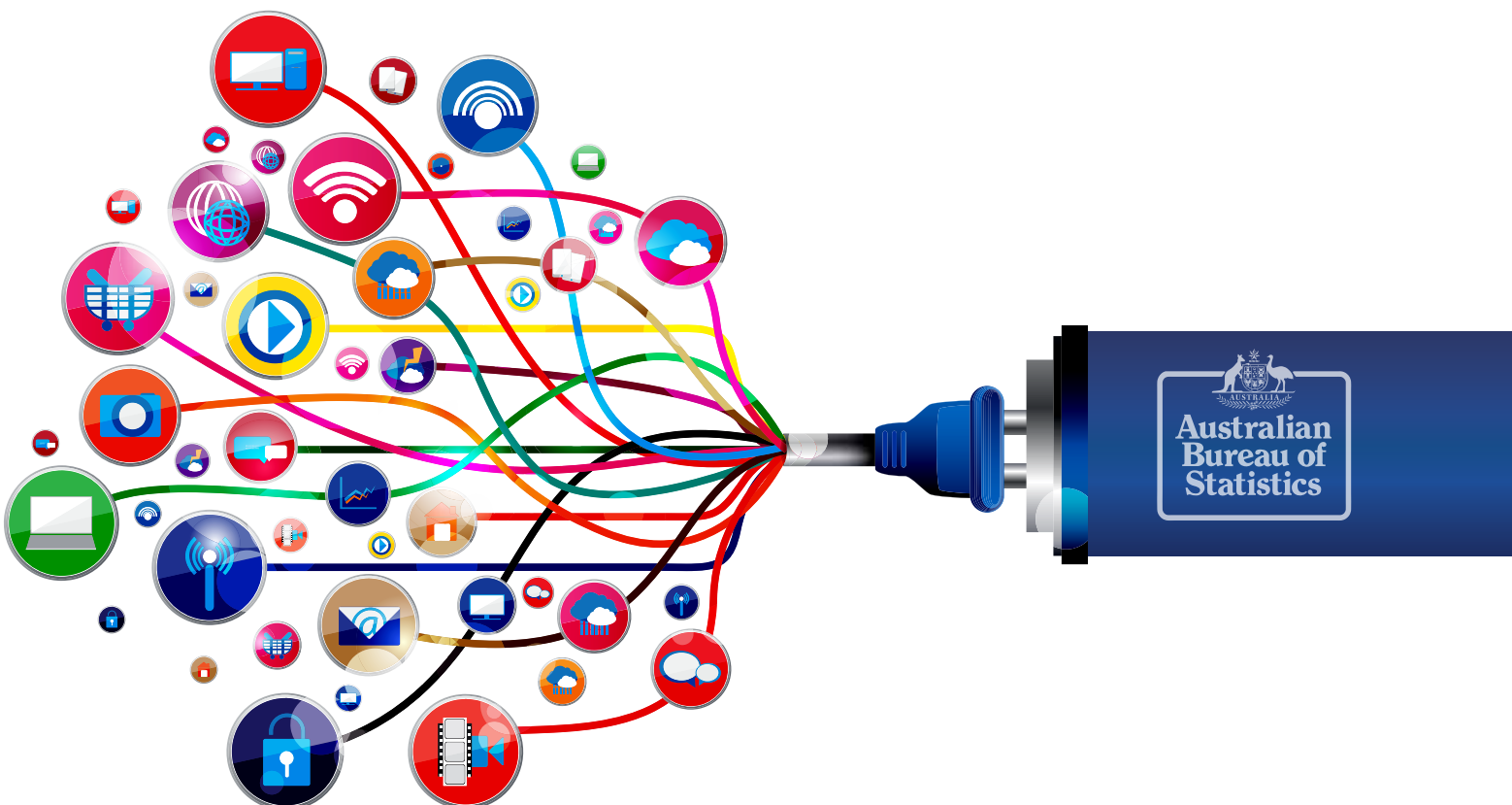
The majority of staffing/capability risks are managed and monitored through the annual development and performance review process. Succession planning and learning and development are incorporated into that process. Managers initiate regular catch ups with their staff to ensure they are in touch with staffing issues as they emerge.

The team has a stable budget and is engaged with corporate budgeting processes. The team relies on corporate processes for budgeting, procurement and credit card management to manage and monitor progress against financial risks.

The team decides it needs to treat a range of statistical risks. Through the implementation of quality gates the team has a mechanism that supports early identification of possible quality issues. Quality management meetings are initiated around the milestones for the quality gates to ensure processing is on track or receives the required support to bring it back on track and ensure delivery.

The team also contributes to a range of key issues papers for management meetings, various reports on operational risk issues and key performance issues reporting, all of which contribute to the monitoring of corporately managed risks.

The team's management has quarterly meetings where performance and the range of risks are reviewed and considered together to ensure things like staffing issues aren't impacting on statistical outcomes. Post publication, the team reviews their successes and failures against its expectations for the cycle and improves its plan for managing risk for the next year. The team also influences corporate processes for managing staffing/capability risks through some innovation suggestions.



Communicate and Consult

Communication and consultation should be a genuine two way process and should occur across all stages of the risk management process. Communicating and consulting is important to ensure there is enough information to make good decisions and stakeholders are engaged.

Understanding how stakeholders might be impacted by a risk is particularly important because a proper assessment of consequences can only be conducted when the full range of consequences are considered, including those that will impact on others.

Good engagement can improve the effectiveness of risk management by:

- establishing clear roles and responsibilities to support delivery
- improving the diversity of experience, skills and perceptions available to draw on
- building and maintaining support with those who are able to influence outcomes.

Helpful questions – Communicate and Consult

What is the best way to engage the stakeholder? Who are the points of contact? In which parts of the process do they need to be engaged? How often?

Case Study – Implementing scanner data in the Consumer Price Index (CPI)

Stakeholder engagement was critical to the successful implementation of scanner data into the production of the CPI. It was an ambitious change program with cautious implementation. A change team was established and appropriately funded with realistic deadlines to ensure it was unburdened from the business as usual priorities of compiling the quarterly CPI.

It was important to create the case for change. This built staff and stakeholder commitment for the change which in turn generated support and increased the chances of success while also developing a safety net if things went wrong. Communication with stakeholders was ongoing, the change was explained early and often (before, during and after implementation) through multiple fora. Contingency plans for negative feedback were developed in case they were required.

Experts were engaged early to help design and quality assure the change program where it improved the chances of success. Those experts included other national statistical organisations.

Consultation with peers from other teams across the ABS was important to ensure there was internal support for the change and that there was a flow of lessons learned into, and out of, the program.

There was a parallel run for about 18 months to ensure the effects of the change were understood and could be communicated to stakeholders so they could respond and adapt as necessary.

Senior management and the responsible Minister were well briefed. Their support was secured and maintained by ensuring opportunities for their input and review were provided.

Implementation has been successful and the ABS continues to refine the implementation and review of the approach. Communication with stakeholders is ongoing.

Managing Shared and Cross-Jurisdictional Risks

Ensuring accountability for managing risk is a requirement for best practice risk management and for meeting the requirements of the Commonwealth Risk Management Policy.

Often work is a dependency for, or dependent on, the work of others. Work may also be a genuine collaboration which could involve internal or external stakeholders. When collaborating to manage risk it is important to:

- Agree on the objectives, purpose, assumptions, scope etc.
- Recognise difference (legislative or operational requirements, differences in risk appetites, ability to commit to the work etc.).
- Agree and define respective roles and responsibilities.
- Agree on an approach for managing risks (best done as part of the governance arrangements such as a contract or terms of reference. This should include escalation and dispute resolution processes).
- Establish appropriate lines of communication between the collaborating areas or agencies and with other relevant internal or external stakeholders.

External collaborations will often have added complexity arising from the differences in organisational context for the participating parties. They are also likely to be more sensitive and subjected to greater scrutiny and may require reporting to the ABS Executive, the Treasury, or even to the responsible Minister(s). These requirements should also be reflected in any agreement between the participating parties.

Case Study – Data Integration with the Department of Social Services (DSS)

The ABS works jointly with the DSS to integrate ABS data collections with DSS administrative data. This is a good example of how the ABS can collaborate with other organisations to unleash the power of statistics and manage risk.

There is a formal Memorandum of Understanding (MoU) between ABS and DSS which defines the governance arrangements for the work, including the Joint Steering Committee which oversees the work. Those governance arrangements are important to ensure shared understanding and approaches for managing risk and issues relating to the work.

The initial project application was subject to a risk assessment based on the guidelines for data integration involving Commonwealth data for statistical and research purposes. Those guidelines were formed by a multi-agency working group and are incorporated into assessments of risk for all data integration projects involving Commonwealth data.

The project demonstrates that the ABS can negotiate approaches for managing risk and collaborate successfully with other Commonwealth agencies. The MoU process was very important in identifying and managing risks and establishing a positive working relationship for the work.

Risk Tolerance and Management

Risk tolerance interprets the ABS Risk Appetite set by the ABS Executive in the Risk Policy. It provides a mix of quantitative and qualitative measures that provide guidance for assessing risk using judgements of the likelihood and consequence of a risk to develop a risk rating. Judgements about likelihood and consequence should be determined using the ABS risk matrices. The risk ratings should be used to prioritise risk management efforts.

Due to the qualitative and semi-qualitative nature of many of the consequence tolerance thresholds used by the ABS, many assessments of risks will be subjective.

The preference is for staff to use the 4x4 matrix. Staff that have completed risk management in a 5x5 matrix should continue to manage those risks in accordance with their agreed treatment plans and consider switching to a 4x4 matrix at their next major review. A concordance for the risk ratings and management actions is outlined below in Table 2.

Table 2: Action for managing risks by risk rating

Risk Rating	Treatment Plan	Risk Register	Escalate to Program Manager*	Notify PLAS**	Monitor (3 months)	Review (annually)
Extreme***	Yes	Yes	Yes	Yes	Yes	Yes
High	Yes	Yes	Yes	Yes	Yes	Yes
Medium	Yes	Yes	-	-	Yes	Yes
Low	-	-	-	-	-	Yes

*Management will exercise judgement to determine if further escalation is required. All staff may escalate to line management at any point they feel it is appropriate.

**Policy, Legislation and Assurance Section (PLAS) may be able to provide further support and will also assess whether the risk should be notified to the Audit Committee.

*** Not used in the 4x4 Risk Assessment Matrix.

Likelihood is defined as the chance of something happening. This can be very subjective and can benefit from input from experienced people to ensure it isn't over or under stated. Thresholds for likelihood are outlined below in Table 3. Some examples of how risks might be assessed against likelihood are:

- Rare – the whole team wins lotto and quits work, effective immediately
- Unlikely – a key contractor goes bankrupt and ceases to exist, or a major and protracted outage occurs to critical systems.
- Possible – there are increases or reductions in funding with short time frames in which to react, or coding issues that pass unidentified through development and testing with significant impact on timeframes or costs.
- Likely – changes in key stakeholders expose a need to re-establish or re-evaluate stakeholder relationships, or some respondents become aggressive in face-to-face interviews
- Almost certain – staff will leave exposing key person risk, or make some level of errors in data entry or processing.

Table 3: Likelihood thresholds

Likelihood				
Rare: May occur but only in exceptional circumstances	Unlikely: Could occur but doubtful	Possible: Might occur at some time in the future	Likely: Will probably occur	Almost certain: Is expected to occur in most circumstances

Consequence is defined as the outcome of an event affecting objectives. In simple terms consequence is the thing that happens (good or bad). The various consequences that the ABS has developed tolerance thresholds for are included below at Table 4. These map to the broad risk types outlined in level 1 of Table 1 at Attachment A.



Table 4: Consequence thresholds

Category*	Metric	Consequence				
		Insignificant	Minor	Moderate**	Major	Catastrophic
Strategic Risk	External response to realised risk	Isolated lines of enquiry from external stakeholders	Scrutiny required by external stakeholders / Some media coverage	Some impact on the reputation of the ABS, adverse comments in the media and scrutiny by external entities e.g. ANAO	Ministerial question in Parliament / Sustained media coverage	Parliamentary inquiry / Royal Commission
Statistical Risk	ABS statistics are trusted	Statistical quality incident that can be managed internally	Statistical quality incident that results in stakeholder/ user scrutiny	n/a	Statistical quality incident that results in Ministerial question in Parliament / Sustained media coverage	Statistical quality incident that results in Parliamentary inquiry / Royal Commission
Transformation Risk	The ABS fails to deliver all intended benefits from the program	The ABS fails to deliver up to 5% of the intended savings from the new business processes	The ABS fails to deliver from 5% up to 10% of the intended savings from the new business processes	n/a	The ABS fails to deliver from 10% up to 25% of the intended savings from the new business processes	The ABS fails to deliver 25% or more of the intended savings from the new business processes and/or fragile legacy systems continue to be used to deliver key statistics
Operational and Compliance Risk	Integrity of ABS systems	Attack on systems that affect system performance	Breach to non-critical systems resulting in them being unavailable temporarily or resulting in unauthorised modification or theft of information	n/a	Breach to critical systems resulting in them being unavailable temporarily	Breach to critical systems resulting in unauthorised modification or theft of information
Operational and Compliance Risk	Compliance with laws, regulations and Whole of Government requirements	The ABS is found to be non-compliant but is permitted to take low-mid level corrective action	The ABS is found to be non-compliant but is permitted to take high level corrective action	n/a	The ABS is found to be in breach by an external entity with low-mid level repercussions	The ABS is found to be in breach by an external entity with high level repercussions
Operational and Compliance Risk	Critical systems are available (e.g. ABS website, e-forms, MEI and ERP processing systems)	Scheduled short term outage to a critical system at a non-critical processing time	Unscheduled short term outage to a critical system at a non-critical processing time	Reduced performance and some targets are not met, though the main deliverables are not threatened, but could be subject to significant review and changes as a result	Unscheduled short term outage to a critical system at a critical processing time	Unscheduled long term outage to a critical system
Operational and Compliance Risk	Privacy and Confidentiality is maintained	Internally identified and resolved breach	Isolated breach that is identified externally	n/a	Repeated incidences of a breach type that are identified externally	Systemic breach that is identified externally
Financial	Financial loss as relative portion of the project's budget	Less than 1% of budget	2 to 5% of budget	6 to 10% of budget	11 to 25% of budget	Greater than 25% of budget
Work Health and Safety Risk	People are safe and well	Injury or illness treatable with first aid	Medically treated injuries; quick recovery is likely	Serious injury; moderated prolonged impairment	Fatality, near fatality, or significant permanent injury	Multiple fatalities or significant permanent injuries

*These categories align with the broad risk categories the ABS has identified as per Attachment D.

**May be not available as the risk category was only created for a 4*4 matrix.

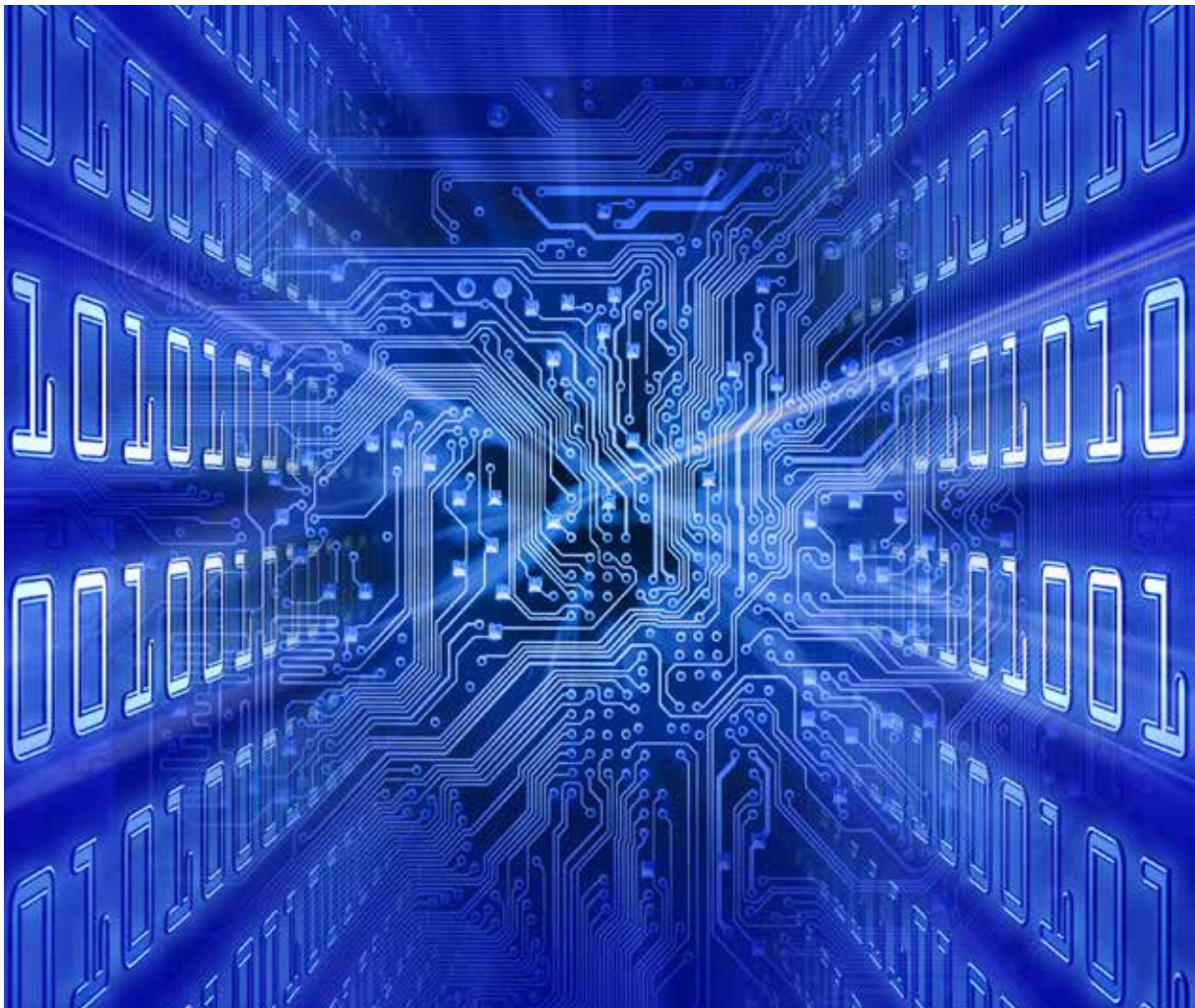
Document Control

Version: Risk Guidelines (November 2015)

Approved by: Christine Williams, Program Manager, Governance and Parliamentary Liaison Branch

Changes since last version: Major review including:

- small changes to terminology for risk ratings and consequence ratings to avoid confusion over the use of the term 'moderate' previously used in both
- new consequences and tolerance thresholds to support risk assessment as supplied by business areas
- simplified escalation procedures
- a 4 x 4 risk assessment matrix is now the preferred risk assessment matrix, noting that the 5 x 5 matrix is still supported and alignment between outcomes from both matrices has been documented in the Guidelines.



Attachment A - Risk categories

Risk categories are useful for two main reasons:

- to support staff to understand the consequence and tolerance that applies to a risk
- being able to aggregate and report on risks supports better awareness of risk exposure and informs risk management approaches.
- The risk categories here have been drawn from:
 - Level 1 – risk types in ‘Table 2: Approach to managing types of risk’ in the ABS Risk Management Framework (Part A – the Risk Policy)
 - Level 2 - ‘Table 4: Consequence thresholds’ see above.

Other subcategories may exist where areas managing risk require a finer level of detail for management and reporting (e.g. work health and safety).

Table 1: Risk category classification

Level 1	Level 2
1. Strategic Risk	a. Shared and Whole of Government risks b. Reputation c. Enterprise Risk
2. Transformation Risk	a. Foundational Infrastructure b. Reengineering Design c. Enterprise Wide Services d. Configuration and on-boarding e. Program management f. People and change g. Technical
3. Operational and Compliance Risk	a. Customer/Supplier b. Property c. Legal and regulatory d. Information Technology (IT) and Protective Security e. Business Continuity f. IT Performance g. Information and Communications Technology (ICT) sourcing and delivery h. Workforce planning and capability i. Staff payments and entitlements j. Workforce relations
4. Financial	a. Fraud (credit card, travel & procurement) b. Financial compliance c. Procurement compliance and value for money
5. Work Health and Safety Risk	a. Critical Workplace Health and Safety (WHS) risks b. Program WHS risks

Attachment B – 4 x 4 Risk Assessment Matrix

Assess the risks for likelihood and consequence to determine a risk rating (Low, Medium or High). Use that risk rating to determine the appropriate action for managing that risk.

Table 1 - Likelihood

Rare: May occur but only in exceptional circumstances	Unlikely: Could occur but doubtful	Likely: Will probably occur	Almost certain: Is expected to occur in most circumstances
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Table 2 – Consequence*

Category	Insignificant	Minor	Major	Catastrophic
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*Customise the Risk Assessment Matrix by selecting the relevant risk categories from Table 4 in the Risk Guidelines.

Table 3 – Risk Assessment Matrix

Consequence Likelihood	Insignificant	Minor	Major	Catastrophic
Almost Certain	Medium	High	High	High
Likely	Medium	Medium	High	High
Unlikely	Low	Low	Medium	High
Rare	Low	Low	Medium	Medium

Table 4 – Action for managing risks by risk rating

Risk Rating	Treatment plan	Risk Register	Escalate to Program Manager	Notify PLAS	Monitor (3 months)	Review (annually)
High	Yes	Yes	Yes	Yes	Yes	Yes
Medium	Yes	Yes	-	-	Yes	Yes
Low	-	-	-	-	-	Yes

Attachment C – 5 x 5 Risk Assessment Matrix

Assess the risks for likelihood and consequence to determine a risk rating (Low, Medium, High or Extreme). Use that risk rating to determine the appropriate action for managing that risk.

Table 1 - Likelihood				
Rare: May occur but only in exceptional circumstances	Unlikely: Could occur but doubtful	Possible: Might occur at some time in the future	Likely: Will probably occur	Almost certain: Is expected to occur in most circumstances

Table 2 – Consequence*					
Category	Insignificant	Minor	Moderate	Major	Catastrophic

*Customise the Risk Assessment Matrix by selecting the relevant risk categories from Table 4 in the Risk Guidelines.

Table 3 – Risk Assessment Matrix						
		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood	Consequence					
	Almost Certain	Medium	High	High	Extreme	Extreme
	Likely	Medium	Medium	High	High	Extreme
	Possible	Low	Medium	Medium	High	High
	Unlikely	Low	Low	Medium	Medium	High
	Rare	Low	Low	Low	Medium	Medium

Table 4 – Action for managing risks by risk rating						
Risk Rating	Treatment plan	Risk Register	Escalate to Program Manager	Notify PLAS	Monitor (3 months)	Review (annually)
Extreme	Yes	Yes	Yes	Yes	Yes	Yes
High	Yes	Yes	Yes	Yes	Yes	Yes
Medium	Yes	Yes	-	-	Yes	Yes
Low	-	-	-	-	-	Yes

2016 Census Program Risk Register
Census Program Board – 23rd June 2016

Purpose of the paper

1. To provide the Census Program Board with a summary of the key Census Program risks, their mitigation and response plans.

Executive summary

1. Each individual Census project tracks and manages risks in relation to that project, however risks also need to be considered and managed at the program level.
2. The Census program has maintained a risk register throughout, which has been updated continuously but also through regular reviews.
3. The Census program engaged [REDACTED] to conduct the most recent review of Census program risks.
4. In conducting this review, [REDACTED] worked with the Census Program Manager, Census Directors, Census Program Support, internal stakeholders where relevant and applied his own expertise, knowledge and judgement.
5. The review identified fourteen risks that had moderate to extreme inherent risks, which have been reduced to low to high residual risks.
6. As would be expected in a Program the size and complexity of the Census, the risks cannot be completely mitigated.

Action for the Board

2. Review the Census Program Risk Register and provide comments and suggestions to quality assure assessments and plans.

Risk Register - Population Census Program

Ref	Potential Risk Description	Risk Category	Inherent Risk Rating	Control Effectiveness Rating	Residual Risk Rating
1	Insufficient funding	Financial	Extreme	Fair	Moderate
2	Increased overcoverage	Statistical	High	Good	Moderate
3	Increased undercoverage	Statistical	Moderate	Good	Low
4	Increased undercoverage – improvised dwellings	Statistical	High	Poor	High
5	Increase in non-response rates	Statistical	High	Good	Moderate
6	Incorrect determination of occupancy	Statistical	High	Fair	Moderate
7	Disruption to time series	Statistical	High	Fair	Moderate
8	CIS fails to deliver required service	Operational	Extreme	Poor	High
9	Recruiting staff for DOC	Operational	Extreme	Good	High
10	Failure to achieve 50% self response or 65% online Census returns	Operational	High	Good	Moderate
11	Security breach - online attack	IT	Extreme	Good	Moderate
12	Systems/procedures not developed on time	IT	High	Good	Moderate
13	Systems failure	IT	High	Good	Moderate
14	External events disrupt Census operations	Other	Moderate	Poor	Moderate

Risk Reference	1
Risk Category	Financial
Risk Area	Insufficient Funding

1. Risk description and inherent risk rating	
Description of risk	
Insufficient funding available to support the Census program including associated programs (e.g. PES) which could lead to costs overruns, damage to ABS and Census reputation and/or compromised goals re coverage, response rates and overall quality.	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	Duncan Young
Sources of risk	
<ul style="list-style-type: none"> • Insufficient base funding • New enumeration model does not deliver forecast efficiencies • Self response and online Census returns do not meet targets • Unexpected increased costs from external providers • Cost overruns with internal processes (e.g. at DCC and DOC) 	
Risk impacts	
<i>Financial</i>	<ul style="list-style-type: none"> • Significant budget deficit
<i>Operational</i>	<ul style="list-style-type: none"> • Increased enumeration costs
<i>Reputation</i>	<ul style="list-style-type: none"> • ABS and Census reputation
<i>Statistical</i>	<ul style="list-style-type: none"> • Overall data quality is reduced
Assessment of <u>inherent risk</u>	
<i>Likelihood</i>	<i>Consequence</i>
4 Likely	4 Major
Inherent risk rating	
16 Extreme	
2. Controls and residual risk rating	
Planned controls and responsible Director	
	<ul style="list-style-type: none"> • Monthly budget monitoring • Regular budget planning and and rephrasing • Seek independent advice from Deloitte on financials • Regular updates for CFO • Assumptions testes through a testing program including live tests with the public • Reduce scope and negotiate on deliverables • Put in place procedures/systems to deliver forecast self response and online Census returns (see Risk Management Plan 10) • Establish enumeration monitoring framework to ensure overall quality within budget • Seek cross subsidy from across the organisation • Negotiate with DoFD
Control Effectiveness Rating	
Fair	
Residual Risk Assessment	

<i>Likelihood</i>	<i>Consequence</i>
3 Possible	3 Moderate
Residual Risk Rating	
9 Moderate	
3. Risk Management Approach	
Periodic Monitoring	

Census Risk Reference	2
Risk Category	Statistical
Risk Area	Increased overcoverage

1. Risk description and inherent risk rating

Description of risk

Ability to identify and remove overcoverage of dwellings during enumeration

Risk management and reporting responsibilities

Risk Owner Duncan Young - Program Manager, 2016 Census

Risk Manager [REDACTED]

Sources of risk

Mail out enumeration model: Later contact with households close to Census night
 Mail out enumeration model: Time lag between canvassing and Census
 New systems and procedures: Reduced context for field staff during fieldwork

Risk impacts

Census data impacts Non-existent or out-of-scope dwellings remaining on the Census Frame at the end of enumeration are likely to be deemed as occupied and non-responding in the final Census dataset. This is likely to result in over-imputation of persons, overstated dwelling occupancy and poorer response indicators.

Statistical products and outcomes impacts

Estimated Resident Population
 The majority of Census overcoverage is expected to be identified and resolved through PES, so should not impact on the total number of persons derived for the Estimated Resident Population.

However, if the margin of error for PES increases due to an increase in overcoverage or lower response rates, this would result in a higher degree of uncertainty for the estimates of the residential population. This may cause some concern for expert data users and potentially expose the ABS to the risk of being challenged on the reliability of its statistics.

It is worthwhile acknowledging that a net overcoverage scenario is uncharted territory for the Census and the ABS. As such, the impacts of this outcome are somewhat unknown, particularly with respect to sub-population and sub-geographic levels.

Any statistical impact on ERP will have subsequent impacts on all population estimates and projections, including for Aboriginal and Torres Strait Islander peoples.

Assessment of inherent risk

<i>Likelihood</i>	<i>Consequence</i>
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5 Almost Certain	3 Moderate
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Inherent risk rating

15 High

2. Controls and residual risk rating	
Planned controls and responsible Director	
Address Register ██████████	<ul style="list-style-type: none"> Quality assurance of Canvassing dataset and GNAF updates to date AR Maintenance Strategy designed to reduce overcoverage introduced by GNAF updates through admin data modelling and desktop canvassing. AR to work with RMUs to reduce overcoverage based on local intelligence. AR will manage updates to AR/Frame to minimise introduced error. SA2/SA1s with high overcoverage to be provided to relevant RMUs for prioritisation during review and enumeration activities.
Census Frame Management ██████████	<ul style="list-style-type: none"> CFM to manage ongoing frame maintenance, including incorporation of updates provided by RMU Field intelligence to be captured and recorded Frame changes to be monitored and quality assured throughout enumeration Bust workloads to be investigated and resolved
Workload Review ██████████████████	<ul style="list-style-type: none"> AS/DM to report dwelling count variations of greater than +/- 10% for review by RMU. AS/DM to identify new housing developments for inclusion on frame
Adaptive Variations ██████████	<ul style="list-style-type: none"> Adaptive Variations (AV) are not targeted to address overcoverage, however some overcoverage may be resolved sooner or more completely as a result of AVs.
RMU activities ██████████████████	<ul style="list-style-type: none"> RMUs to provide intelligence to AR / CFM team to inform updates to frame. RMUs review and approve changes to dwelling estimates provided by AS during workload review / managing investigation / resolution.
Census Inquiry Service ██████████	<ul style="list-style-type: none"> Anticipate that some residents will contact CIS to report invalid dwelling or multiple forms received. CIS agents to search for address based on CLID provided by caller and select appropriate status for invalid dwelling. CIS agents to check all births against frame to avoid introducing overcoverage.
Comms & PR ██████████	<ul style="list-style-type: none"> Online help to instruct resident to contact CIS to report invalid dwellings or multiple forms received.
MO Field Staff procedures (Visit phase) ██████████████████	<ul style="list-style-type: none"> MO FOs to make up to five visits to confirm validity of each non-responding unit during Visit Phase.
Monitoring activities ██████████████████	<ul style="list-style-type: none"> Calls to CIS / FO actions to be monitored to identify clusters of potential overcoverage. RTSs will be treated as non-responding dwelling in visit phase and a FO sent out RTSs to be monitored to identify clusters. Note that this is a lower priority activity - Census form returns to take priority. RMUs / CFM team notified of clusters of potential undercoverage for further investigation
Responsive Treatments ██████████	<ul style="list-style-type: none"> Responsive treatments not intended to address overcoverage, but may resolve a small amount as a byproduct of RT activities.
Processing ██████████████████ ██████████████████	<ul style="list-style-type: none"> RTSs barcodes will be registered to inform the field Blank forms captured for potential use during Data Assurance

Data Assurance ████████	<ul style="list-style-type: none"> • Analysis of AR dataset underway to understand nature of overcoverage • AR data to be confronted with 2011 Census data to identify unusual increases in dwelling counts ahead of enumeration • 2016 dwelling counts to be confronted with 2011 data to identify and investigate unusual increases. Where errors are identified and amendment is possible, these records will be morgued. • Some overcoverage expected to be resolved as byproduct of non-response and occupancy investigation and resolution (i.e., invalid or duplicate addresses may be identified) 	
Control Effectiveness Rating		
GOOD		
Residual Risk Assessment		
<i>Likelihood</i>		<i>Consequence</i>
3 Possible		3 Moderate
Residual Risk Rating		
9 Moderate		
3. Risk Management Approach		
Periodic Monitoring		

Census Risk Reference	3
Risk Category	Statistical
Risk Area	Increased undercoverage

1. Risk description and inherent risk rating	
Description of risk	
Increased undercoverage when compared to 2011 (i.e. >1.7%) due to new enumeration model.	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	██████████
Sources of risk	
Mail out enumeration model: Reduced presence of field officers in MO area Mail out enumeration model: Differences between AR and Census scope Mail out enumeration model: Time lag between canvassing and Census Changes to systems and procedures: Reduced context for field staff during fieldwork	
Risk impacts	
<i>Census data impacts</i>	Missed dwellings not identified by the end of enumeration period will not be included in the Census dataset, resulting a lower dwelling and person count. Due to the smaller denominator of in-scope dwellings, the overall response rate is likely to improve, albeit artificially.
<i>Statistical products and outcomes impacts</i>	<p><u>Estimated Resident Population</u> The majority of Census undercoverage is expected to be identified and resolved through PES, so should not impact on the total number of persons derived for the Estimated Resident Population.</p> <p>However, if the margin of error for PES increases due to an increase in undercoverage or lower response rates, this would result in a higher degree of uncertainty for the estimates of the residential population. This may cause some concern for expert data users and potentially expose the ABS to the risk of being challenged on the reliability of its statistics. Concentrated undercoverage at the sub-population or sub-geographic level may compromise the ability of ERP to accurately estimate and project for these cohorts or areas.</p> <p>Any statistical impact on ERP will have subsequent impacts on all population estimates and projections, including for Aboriginal and Torres Strait Islander peoples.</p> <p><u>Data integration projects and associated outputs</u> Undercoverage has the potential to reduced the pool of records available for current and future data integration programs.</p>
Assessment of inherent risk	
<i>Likelihood</i>	<i>Consequence</i>
3 Possible	2 Minor
Inherent risk rating	
6 Moderate	

2. Controls and residual risk rating	
Planned controls and responsible Director	
Address Register ██████████	<ul style="list-style-type: none"> • AR to work with RMUs to reduce undercoverage based on local intelligence. AR will manage updates to AR/Frame to minimise introduced error. • SA2/SA1s with high undercoverage to be provided to relevant RMUs for prioritisation during review and enumeration activities.
Census Frame Management ██████████	<ul style="list-style-type: none"> • Leading high growth area strategy with RMUs • Investigation of CIS created dwellings
Workload Review ██████████ ██████████	<ul style="list-style-type: none"> • AS/DM to report dwelling count variations of greater than +/- 10% for review by RMU.
Adaptive Variations ██████████	<ul style="list-style-type: none"> • Postcard via UMS AV to be used to improve undercoverage of mailable residential dwellings (also sent to PO boxes) in selected areas
RMU activities ██████████ ██████████	<ul style="list-style-type: none"> • RMUs to provide intelligence to AR / CFM team to inform updates to frame. • RMUs review and approve changes to dwelling estimates provided by AS during workload review.
Census Inquiry Service ██████████	<ul style="list-style-type: none"> • Escalation agents to birth missing dwellings, as notified by householder / Field Officer, subject to checks - CIS agents have full access to the frame to confirm that a dwelling does not already exist.
Comms & PR ██████████	<ul style="list-style-type: none"> • Mass and targeted communications to raise awareness of Census and direct public toward website for more information. • Online help to instruct resident to contact CIS if no materials received at address. • Postcard distributed via UMS as part of adaptive variation. Media monitoring
MO Field Staff procedures (Visit phase) ██████████ ██████████	<ul style="list-style-type: none"> • MO Field Officers birth dwellings during visit phase. Program level decision taken not to implement this control given the potential for accidental overuse. • If approached, MO FOs to instruct resident to contact CIS.
Monitoring activities ██████████ ██████████	<ul style="list-style-type: none"> • CIS created dwellings to be actively monitored across all levels of enumeration operations – AS/DM/RMU/NMU
Responsive Treatments ██████████	<ul style="list-style-type: none"> • Responsive treatments not intended to address undercoverage (but may resolve a small amount as a byproduct of RT activities)
Processing ██████████ ██████████ ██████████	<ul style="list-style-type: none"> • Respond to identified undercoverage raised by DA team

Data Assurance	<ul style="list-style-type: none"> • Analysis of AR dataset underway to understand nature of undercoverage, including potential impact on specific population groups and dwelling structures • AR data to be confronted with 2011 Census data to identify gaps in counts ahead of enumeration. • 2016 dwelling counts to be confronted with 2011 Census Data to identify and investigate unusual decreases in dwelling counts. Creation of new dwellings at this point would only occur in extreme circumstances. 	
Control Effectiveness Rating		
Good		
Residual Risk Assessment		
<i>Likelihood</i>		<i>Consequence</i>
2 Unlikely		2 Minor
Residual Risk Rating		
4 Low		
3. Risk Management Approach		
No Major Concern		

Census Risk Reference	4
Risk Category	Statistical
Risk Area	Increased undercoverage – improvised dwellings

1. Risk description and inherent risk rating	
Description of risk	
Improvised dwellings being missed during enumeration due to these dwellings not being included on the address register.	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	██████████
Sources of risk	
Mail out enumeration model: Dwellings that do not have a mailable address are out of scope for the address register and are not included on the Census frame. Mail out enumeration model: Field Officers not in area close to Census night New systems and procedures: Field Officers cannot birth dwellings during Visit Phase	
Risk impacts	
<i>Census data impacts</i>	Missed improvised dwellings not identified by the end of enumeration period will not be included in the Census dataset, resulting a lower dwelling and person count for improvised dwellings.
<i>Statistical products and outcomes impacts</i>	<u>Estimates of homelessness</u> Given that improvised dwellings are at a greater risk of being missed under the 2016 Census enumeration model, it is likely that people sleeping out on Census night will be underrepresented in the final Census dataset and in the estimates of homelessness.
Assessment of inherent risk	
<i>Likelihood</i>	<i>Consequence</i>
5 Almost Certain	3 Moderate
Inherent risk rating	
15 High	

2. Controls and residual risk rating	
Planned controls and responsible Director	
Workload Review ██████████	
RMU activities ██████████	<ul style="list-style-type: none"> RMUs to develop local operational plans and conduct engagement.

Census Inquiry Service ██████████	<ul style="list-style-type: none"> • CIS agent to birth improvised dwelling against relevant dummy unit and issue instructions for online completion.
Comms & PR ██████████	<ul style="list-style-type: none"> • Targeted communications to raise awareness of Census and direct public toward website for more information. • Online help to instruct resident to contact CIS to request an online form.
MO Field Staff procedures (Visit phase) ██████████	<ul style="list-style-type: none"> • MO FO birth dwellings during visit phase. Program level decision taken not to implement this control given the potential for accidental overuse. • If approached, MO FOs to instruct resident to contact CIS.
Monitoring activities ██████████	<ul style="list-style-type: none"> • Monitoring births against dummy unit to confirm correct procedure being followed.
Processing ████████████████████ ████████████████████	<ul style="list-style-type: none"> • Individual dwelling units to be created from Dummy Unit records.
Data Assurance ██████████	<ul style="list-style-type: none"> • Analysis of AR dataset underway to understand nature of undercoverage, including potential impact on specific population groups and dwelling structures • AR data to be confronted with 2011 Census data to identify gaps in counts ahead of enumeration. • 2016 dwelling counts to be confronted with 2011 Census Data to identify and investigate unusual decreases in dwelling counts. Creation of new dwellings at this point would only occur in extreme circumstances. • analysis of clusters, etc.
Control Effectiveness Rating	
POOR	
Residual Risk Assessment	
<i>Likelihood</i>	<i>Consequence</i>
4 Likely	3 Moderate
Residual Risk Rating	
12 High	
3. Risk Management Approach	
Control Critical	

Census Risk Reference	5
Risk Category	Statistical
Risk Area	Increase in non-response rates

1. Risk description and inherent risk rating	
Description of risk	
Ability to maintain response rates at the national, state, small geography and sub-population level.	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	██████████
Sources of risk	
Mail out enumeration model: Later contact with householders Digital Census: Reduced access to paper forms Uncertainty regarding new model: Response rates, patterns of response and the demographics of late or non-responders under the new model remain largely unknown	
Risk impacts	
<i>Census data impacts</i>	<p>Provided the dwelling counts are accurate and responding dwellings are representative of the non-responding dwelling, person counts should not be significantly affected by non-response. However, if unoccupied dwellings are incorrectly determined as occupied and non-responding, over-imputation of persons will occur.</p> <p>The power of the Census lies in its complete enumeration of the population. Decreased response rates could lead to declining relevance of the Census and decreased accuracy, especially for sub-population and small area data. Increases in dwelling and/or person non-response will also directly impact on item non-response.</p>
<i>Statistical products and outcomes impacts</i>	<p><u>Estimated Resident Population</u> The number of persons imputed into non-responding dwellings will be confirmed or adjusted through PES, so should not impact on the total number of persons derived for the Estimated Resident Population. However, if the margin of error for PES increases due to lower response rates, this would result in a higher degree of uncertainty for the estimates of the residential population. This may cause some concern for expert data users and potentially expose the ABS to the risk of being challenged on the reliability of its statistics.</p> <p>Concentrated non-response at the sub-population or sub-geographic level may compromise the ability of ERP to accurately estimate and project for these cohorts or areas.</p> <p>Any statistical impact on ERP resulting from non-response will have subsequent impacts on all population estimates and projections, including for Aboriginal and Torres Strait Islander peoples.</p> <p><u>Data integration projects and associated outputs</u> High non-response has the potential to reduced the pool of records available for current and future data integration programs.</p>

Assessment of <u>inherent risk</u>	
<i>Likelihood</i>	<i>Consequence</i>
4 Likely	3 Moderate
Inherent risk rating	
12 High	
2. Controls and residual risk rating	
Planned controls and responsible Director	
Census Frame Management ██████████	<ul style="list-style-type: none"> CFM to monitor RMU changes to dwelling statuses
Adaptive Variations ██████████	<ul style="list-style-type: none"> Mail out paper form, early start to visit and postcard via UMS AVs to be used to improve, or mitigate against poorer, response rates within selected areas.
RMU activities ██████████████████	<ul style="list-style-type: none"> Extensive engagement, local media, field staff management, etc.
Census Inquiry Service ██████████	<ul style="list-style-type: none"> CIS agents to manage request for paper form process to dispatch hardcopy materials on demand. CIS agents to respond to resident enquiries, reinforce positive messages about Census and facilitate participation. CIS agents to manage complaints and convert residents who are reluctant to participate.
Comms & PR ██████████	<ul style="list-style-type: none"> Mass and targeted communications to raise awareness of Census and encourage participation. Comms and PR activities to be monitored, including: Online advertising; media / social media monitoring; CIS and NIRS calls; and landing page, online form and ABS website metrics. Enumeration MI to be monitored in conjunction with Command Centre. Responsive comms and PR activities to be implemented as appropriate Online help and information Usable web forms etc.
MO Field Staff procedures (Visit phase) ██████████████████ ██████████	<ul style="list-style-type: none"> Field staff workloads to be balanced through automated workload allocation (AWAT) MO FOs to make contact with and determine occupancy of all non-responding dwellings during Visit Phase. MO FOs to make up to 5 attempts to contact non-responding dwellings. Refusal reports to be completed for dwellings where residents do not wish to participate. AS to follow up with refusing dwellings. Refusals to be escalated to Refusal Team if resident indicates to AS that they will not participate. AS to follow up with refusing dwellings. Refusals to be escalated to Refusal Team if resident indicates to AS that they will not participate.

Monitoring activities ██████████ ██████████	<ul style="list-style-type: none"> • Ongoing daily monitoring of response at national, state and small geographic levels • In conjunction with PR/Comms team, ongoing monitoring of social media sentiment • Phase based monitoring to confirm expected outcomes at certain points, including: <ul style="list-style-type: none"> ○ Approach: Monitoring online forms submissions to confirm nationwide distribution of forms/CILS, identify if any clustering of CILs calls or dwelling births. ○ Census night: Monitoring paper form returns to confirm distribution to expected areas, monitoring for anticipated peak in online forms across all areas. ○ 2 days after Census night: Monitoring of self-response rates to confirm on track to reach national targets ○ Reminder: Monitoring for peak to confirm reminder letter impact ○ Start of visit phase: Monitoring key indicators, including response and occupancy, to determine requirements for responsive treatments. ○ Visit phase week 3 rerun: Monitoring key indicators, including response and occupancy, to determine requirements for responsive treatments, and implement if required.
Responsive Treatments ██████████	Responsive Treatments (RT) to be implemented as required to address low response rates. RTs available for 2016 Census are as follows: <ol style="list-style-type: none"> 1. Targeted PR (specific population groups and areas) 2. Increase field staff resources at start of Week 3 in Mail Out Visit Phase 3. Extend follow up by up to 5 days at the end of Visit 4. Close enumeration areas (on a case by case basis) to enable resources to be reallocated to RT 2 or 3 5. Deploy flying squads
Processing ██████████ ██████████ ██████████	<ul style="list-style-type: none"> • Unlinked forms returned to DCC to be resolved through orphan form matching process
Data Assurance ██████████	<ul style="list-style-type: none"> • 2016 Census response rates to be confronted against 2011 Census response rates at all geographic levels to identify unusual shifts in response patterns. • CSW entry for all non-responding dwellings to be reviewed to identify invalid or unoccupied dwellings that have been incorrectly classified. • Unsubmitted online Census forms to be reviewed to determine which records, if any, should be included. • Blank form returns to be reviewed to determine dwelling validity • Unresolved orphan forms to be investigated and match attempted
Control Effectiveness Rating	
GOOD	
Residual Risk Assessment	
<i>Likelihood</i>	<i>Consequence</i>
3 Possible	3 Moderate
Residual Risk Rating	
9 Moderate	
3. Risk Management Approach	

Periodic Monitoring

Census Risk Reference	6
Risk Category	Statistical
Risk Area	Determination of occupancy

1. Risk description and inherent risk rating

Description of risk

Ability to accurately determine dwelling occupancy on Census night
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Risk management and reporting responsibilities

<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
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<i>Risk Manager</i>	██████████
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Sources of risk

<p>Mail out enumeration model: Contact attempted later after Census night</p> <p>Mail out enumeration model: Reduced contact with reliable sources</p> <p>Changes to systems and procedures: New occupancy determination procedures</p>

Risk impacts

<i>Census data impacts</i>	<p>Inaccurate occupancy determination is unlikely to significantly affect overall dwelling counts, however improvised dwellings or dwellings in caravan parks/marinas will not be included in count if they are determined to be unoccupied.</p> <p>Inaccurate occupancy determination also diminishes the certainty with which the Census program can measure other key quality indicators, such as dwelling and person response rates, as the denominator for these calculations excludes unoccupied dwellings.</p>
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<i>Statistical products and outcomes impacts</i>	<p><u>Estimated Resident Population</u></p> <p>Widespread inaccuracies in occupancy determination are expected to be identified and adjusted for through PES, so should not impact on the total number of persons derived for the Estimated Resident Population.</p> <p>However, if non-response or coverage measures are impacted by inaccurate occupancy determinations, this could decrease the certainty around PES adjustments, and result in a higher degree of uncertainty for the estimates of the residential population. This may cause some concern for expert data users and potentially expose the ABS to the risk of being challenged on the reliability of its statistics.</p> <p>Any statistical impact on ERP resulting from non-response will have subsequent impacts on all population estimates and projections, including for Aboriginal and Torres Strait Islander peoples.</p>
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Assessment of inherent risk

<i>Likelihood</i>	<i>Consequence</i>
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5 Almost Certain	3 Moderate
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Inherent risk rating

15 High

2. Controls and residual risk rating	
Planned controls and responsible Director	
Adaptive Variations ██████████	<ul style="list-style-type: none"> Areas with historically low occupancy rates identified to be targeted with AV
RMU activities ██████████ ██████	<ul style="list-style-type: none"> RMUs to identify areas with very high or low anticipated occupancy and apply appropriate processes.
Census Inquiry Service ██████████	<ul style="list-style-type: none"> CIS agents to set unit status to unoccupied if notified by caller or email that no one was home on Census night.
Comms & PR ██████████	<ul style="list-style-type: none"> Online help to direct residents to contact CIS if they are not home on Census night
MO Field Staff procedures (Visit phase) ██████████ ██████	<ul style="list-style-type: none"> MO FOs confirm occupancy of each non-responding private dwelling during Visit Phase. FOs to select from eight outcomes to determine occupancy FOs to provide mandatory comments where occupancy determination is not decisive (i.e., if outcome 'Yes, looks occupied' or 'No, looks unoccupied' is selected) and for certain unoccupied statuses ('No, holiday house' and 'No, empty dwelling, no furniture')
Monitoring activities ██████████ ██████	<ul style="list-style-type: none"> Monitoring of occupancy to be conducted during relevant phases. Consideration to be given to source of occupancy determination when identifying potential issues.
Responsive Treatments ██████████	While RTs are intended to address response issue, occupancy indicators are likely to be improved as a bi-product of applying RTs to areas with high non-response.
Processing ██████████ ██████████ ██████	<ul style="list-style-type: none"> Processing to derive DWTD = 1 (occupied) or 2 (unoccupied) for each private dwelling based on occupancy outcomes and status from EMI. Where occupancy status is not set in EMI, coding staff to review comments and outcome history to determine DWTD. Where insufficient information is available to determine occupancy, dwellings will be set to DWTD = 1.
Data Assurance ██████████	<ul style="list-style-type: none"> 2016 Census occupancy rates to be confronted with 2011 Census occupancy rates at all geographic levels to identify unusual shifts. Unsubmitted online Census forms to be reviewed to potentially inform occupancy determination or confirmation. Blank form returns to be reviewed to determine dwelling occupancy Some occupancy issues expected to be resolved as byproduct of non-response investigation and resolution
Control Effectiveness Rating	
FAIR	
Residual Risk Assessment	
<i>Likelihood</i>	<i>Consequence</i>
4 Likely	3 Moderate
Residual Risk Rating	
12 Moderate	
3. Risk Management Approach	

Periodic Monitoring

Census Risk Reference	7
Risk Category	Statistical
Risk Area	Time Series

1. Risk description and inherent risk rating

Description of risk

Ability to maintain a comparable standard of quality and explain time series changes

Risk management and reporting responsibilities

Risk Owner Duncan Young - Program Manager, 2016 Census

Risk Manager [REDACTED]

Sources of risk

Mail out enumeration model: Longer enumeration period and resulting data degradation
 Digital Census: Modal shift to majority online returns
 Significant changes to Census questions and supporting information

Risk impacts

<i>Census data impacts</i>	In addition to data quality impacts associated with other areas of statistical risk, changes to question wording, mode of collection, processes or society have the potential to create unusual time series shifts and incoherent data. Some topics anticipated to be affected include: Religion, Dwelling Structure and those with a temporal element that may be impacted by the longer enumeration period. Proclivity to report Name and/or Date of Birth may also be affected by privacy concerns arising from changes to retention policies.
<i>Statistical products and outcomes impacts</i>	Analytical products that draw on Census data may potentially be affected if the quality of certain topics declines.

Assessment of inherent risk

<i>Likelihood</i>	<i>Consequence</i>
4 Likely	3 Moderate

Inherent risk rating

12 High

2. Controls and residual risk rating

Planned controls and responsible Director

Address Register [REDACTED]	<ul style="list-style-type: none"> Data items on AR to be updated from 2016 Census final dataset
Census Inquiry Service [REDACTED]	<ul style="list-style-type: none"> CIS to answer queries and provide information to support respondents to complete Census form accurately and completely.
Comms & PR [REDACTED]	<ul style="list-style-type: none"> Online help to support respondents to complete Census form accurately and completely.

MO Field Staff procedures (Visit phase) ██████████ ██████████	<ul style="list-style-type: none"> FOs to provide information or direct resident to access online help and/or contact CIS to resolve questions or issues regarding form completion.
Processing ██████████ ██████████ ██████████	<ul style="list-style-type: none"> All capture, coding and processing to be subject to quality checks to reduce introduced error.
Data Assurance ██████████	<ul style="list-style-type: none"> Intercensal checks for all data items to identify unusual trends. Identified errors to be amended where possible. Analysis undertaken to amend error for high priority topics where possible Analysis undertaken to interpret and explain changes to users
Control Effectiveness Rating	
FAIR	
Residual Risk Assessment	
<i>Likelihood</i>	<i>Consequence</i>
4 Likely	2 Minor
Residual Risk Rating	
8 Moderate	
3. Risk Management Approach	
Periodic Monitoring	

Census Risk Reference	8
Risk Category	Operational
Risk Area	Census Inquiry Service (CIS)

1. Risk description and inherent risk rating	
Description of risk	
CIS fails to deliver required service for Census respondents	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census Jenny Telford – Program Manager, ABS Communications and Dissemination
<i>Risk Manager</i>	██████████ – ██████████
Sources of risk	
<p>1. Call Volume Based on 2011 CIS and 2014 CIS test data, the ATO has predicted the total incoming call volume will be approximately 1.64 million calls with approximately 321,000 on Census day. On 5 April, an agreement was reached to cap the total call volume at 1.2 million calls and a maximum of 190,000 on Census day. This decision was based on budgetary constraints.</p> <p>On some days there will be insufficient capacity to answer all calls as per the forecast. As a result, calls will most likely be blocked. Call blocking will result in not everyone who calls the CIS being able to speak to an agent. It is estimated this will be around 20% of respondents who will try to call the CIS. Additional call blocking to allow the ATO to manage their own workload will further diminish the service to Census respondents.</p> <p>2. Financial To date only the costs for the IT infrastructure through Optus and the ATO project management costs have been agreed. These are \$2.07 million. A final costing of \$12.1m was provided to the ABS on 20 April for consideration. As at 27 April, the total cost of the project is still unknown but based on estimated amounts the ABS understands that it will exceed the agreed costs in the MoU. The 2015/16 and 2016/17 split is also to be decided.</p> <p>3. ATO telephony and systems risks The CIS is heavily reliant on ATO telephony and systems which are managed by Optus. Failure of these systems to perform, or poor performance under load, will put further pressure on the CIS.</p> <p>4. Paper form request system (PFRS) Respondents who receive an approach letter from the ABS without a Census form (approx 6.5m households) will be asked to dial a 1300 number to request a paper form if one is required. The automated PFRS has been outsourced to Stratum Communications. It is predicted, the PFRS will take approximately 1.6 million paper form requests which will relieve pressure on the CIS. Approximately 25% of these requests will require intervention by a CIS agent to achieve a successful outcome. As a result, the PFRS and the CIS will have some level of integration with calls being passed between the two systems (both ways).</p> <p>Integration of the PFRS with ATO systems has been slow and has not matched original specifications for the PFRS. Technical limitations at ATO have required unfortunately required Stratum Communications have had to roll back some work and pursue a different solution. As a result, the project will run over budget and the implemented solution is a higher risk option.</p>	
Risk impacts	

1. <i>ABS reputation</i>	Respondents who require assistance and whose calls are blocked may publicly comment through traditional and social media, and/or complain through various channels, including Ministerial/Statistician communication.
2. <i>Participation in the Census</i>	Call blocking will lead to a compromised level of service to the public and increase non response rates. There is an added risk that respondents don't complete any sort of Census form leading to an increase in the number of follow up visits required to supply material, answer questions or encourage disgruntled respondents.
3. <i>Effect on Census data quality</i>	The effect of respondents not being able to obtain the information they need to accurately complete their Census form is unknown.
4. <i>Effect on the efficient operation of the PFRS</i>	If the CIS operation is not able to cope with the incoming call volume, this will impact on the PFRS and potentially may lead to respondents not receiving the correct material prior to Census night. These respondents call the CIS further overloading the CIS with unnecessary calls.
5. <i>Effect on other ABS services such as NIRS (Customised Data and Information)</i>	With around 400,000 calls being blocked at the CIS with around 130,000 being blocked on Census night other ABS services such as NIRS will likely get a large increase in call volumes which they will not be able to support. This incoming volume will also place increased pressure on the ABS telephony systems which usually handle much lower call volumes.
6. <i>Effects on quality of information provided to the public or updating of the Census frame.</i>	Due to the large number of incoming calls and the very low average handling time of calls used in the scoping of requirements, agents will be under pressure to get through as many calls as possible. This will include making decisions and updating of the Census frame by out of scoping dwellings (not at home). Other address management processes such as address birthing, splitting and merging will only be undertaken by ABS staff.
7. <i>Effect on online form take up rates and increases to paper from usage.</i>	The CIS provides first and second level support for the online form-technical and data assistance. An inability to assist respondents with technical issues will likely lead to an increase in the use of paper forms.
Assessment of inherent risk	
<i>Likelihood</i>	<i>Consequence</i>
5 Almost certain	4 Major
Inherent risk rating	
20 Extreme	

2. Controls and residual risk rating

Planned controls and responsible Director	
Technology Applications	<ul style="list-style-type: none"> TA will facilitate the required testing, including load testing of ABS systems to meet the agreed specifications. TA will maintain the relevant BCP documentation and processes to enact if necessary. TA do not have direct control over ATO systems but are involved in providing specifications, attending meetings and undertaking testing to ensure the requirements are being met.
Census Frame Management	<ul style="list-style-type: none"> Increased support from the Frame maintenance team may be required to assist the CIS team with frame updates if the CIS is unable to cope with the number of updates required. This will be monitored during operations and communicated if issues start to arise.
RMU activities	<ul style="list-style-type: none"> RMU Directors will be made aware of the risks and possible outcomes of the CIS service delivery targets not being met.
MO Field Staff procedures (Visit phase)	<ul style="list-style-type: none"> The CIS team will be informing the relevant teams of the ongoing impact of call blocking and the realization of other CIS risks. There may be an impact on field staff who are undertaken field visits with respect to respondents who haven't been able to get the necessary service from the CIS to obtain material or complete their Census form.
CIS Monitoring activities	<ul style="list-style-type: none"> Three sources of management information will be used by the CIS team to monitor and adjust the CIS operation as much as possible within the boundaries of ATO constraints; <ul style="list-style-type: none"> ATO telephony (call numbers, sources of calls, IVR choices, blocked calls) PFRS (total calls, number of successful calls, transfers to the CIS, overflow to the CIS, transfers from the CIS) CAT MI (total transactions, escalations (total and outstanding), reason for calls, paper form requests, emails/web forms (total and outstanding)).
Responsive Treatments	<ul style="list-style-type: none"> Plans to distribute large numbers of postcards to respondents should take the CIS operation into account. The current draft wording asks respondents to call the CIS if they have any concerns or no material to undertake the Census. If this postcard is distributed around the CIS peak time of 8-11 August, this will place extra pressure on an already overloaded operation.
ABS Customised Data and Information (formally NIRS)	<ul style="list-style-type: none"> NIRS will experience considerable increases in call volumes as a result of the Census. 2011 data can be used to predict 2016 likely volumes, but these will need to include an allowance for the 400,000 or so blocked calls at the CIS. The CIS team will be working with NIRS to confirm a starting point for call numbers and to provide NIRS agents with the necessary information to manage calls or escalate as required.

Control Effectiveness Rating

Poor

Residual Risk Assessment

Likelihood

Consequence

5 Almost Certain

3 Moderate

Residual Risk Rating

15 High

3. Risk Management Approach

Control Critical

Census Risk Reference	9
Risk Category	Operational
Risk Area	DOC staffing

1. Risk description and inherent risk rating	
Description of risk	
Unable to recruit and /or retain skilled non-ongoing staff for DOC	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	██████████
Sources of risk	
<ul style="list-style-type: none"> • Small labour market in ACT • Relative low pay rates • Lack of market interest in type of work 	
Risk impacts	
	<ul style="list-style-type: none"> • cost overruns • delay in release of Census outputs • damage to ABS and Census reputations • adverse impact on the “business as usual” work of other ABS areas
Assessment of inherent risk	
<i>Likelihood</i>	<i>Consequence</i>
4. Likely	4. Major
Inherent risk rating	
16. Extreme	

2. Controls and residual risk rating	
Planned controls and responsible Directors	
Processing ██████████ ██████████ ██████████	<ul style="list-style-type: none"> • Extension of ABS House lease (so can run at lower profile for longer) • Use of external recruitment agency (Kelly Services) and use guarantee of replacement staff • Explore external stakeholder interest (e.g. ANU job fair) • Harness the expertise of Corporate Communications, National recruitment Unit, Census Communications etc. • Initiate contingency plans such as shift work, flexible working hours etc. for non-ongoing staff • Moving of coding Demographics and Qualifications to the DCC (will be 57 staff at this stage) • Revise processing timetable • Review and revise coding strategies in order to identify potential productivity improvements • Exercise option of waiving the Australian Citizenship requirements for APS employees • Change to hourly split of work from 45/15 to 50/10 • Switch to intermittent contracts reduces the risk for low pay –

	<p>comparatively good hourly rate for non-ongoing as it includes leave loading</p> <ul style="list-style-type: none"> • Overtime has not yet been factored into the timetable and will increase the ability to use the pool of staff recruited • Change to QA rates (currently set at 15% but this is conservative and will be lower) • Manual bulk coding can be scaled up to reduce the dependence on online coding by non-ongoing staff •
Census Products and Services ██████████	<ul style="list-style-type: none"> • Revise the timing and level of details of Census outputs
Control Effectiveness Rating	
Good	
Residual Risk Assessment	
<i>Likelihood</i>	<i>Consequence</i>
3. Possible	4. Major
Residual Risk Rating	
12 High	
3. Risk Management Approach	
Control Critical	

Census Risk Reference	10
Risk Category	Operational
Risk Area	Self response and online Census return rates

1. Risk description and inherent risk rating	
Description of risk	
Failure to achieve 50% self response or 65% online Census return	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	██████████
Sources of risk	
<ul style="list-style-type: none"> Public do not complete their forms on Census night in a pattern that supports 50% self response Public choose not to mail their paper forms back Public decide to avoid use of online Census, instead calling for paper forms at levels greater than estimated Public reaction to the new model in general Public concerns regarding privacy (e.g. name and address retention) [also see Risk Reference 5 increase in non-response rates] Online Census fails, and unable to take the load on Census night 	
Risk impacts	
50% self response not achieved	<ul style="list-style-type: none"> More dwelling need to be visited by field staff than estimated – budget overspend Reduced level of paper form or online form returns early, leading to potential increased load on data capture, processing and coding to meet key State deadlines Potential for reduction in quality due to time between Census night and when the form is completed if the Visit prompts completion
65% Online Census returns not achieved	<ul style="list-style-type: none"> More dwellings need to be visited by field staff than estimated Increase in dwellings that need a paper form delivered Paper form request system over loaded with requests for a paper form More than 1.1m paper form requests received Data Capture Centre needs to process more paper forms than anticipated - budget overspend Capacity of data capture infrastructure may not be adequate to handle large increase in volumes of paper Increased manual coding – budget overspend Adverse reaction from respondents if they are not able to complete the census form on census night. Impact on future ABS collections Potential impact on data quality (accuracy and level of detail in responses, downstream errors in interpreting handwritten responses, increased levels of imputation)
Assessment of inherent risk	
<i>Likelihood</i>	<i>Consequence</i>
4 Likely	3 Moderate
Inherent risk rating	
12 High	

2. Controls and residual risk rating	
Planned controls and responsible Director	
Enumeration ██████████ ██████████	<p>For 50% Self Response</p> <ul style="list-style-type: none"> • Develop and undertake a field testing program that identifies likely self response rates and online Census rates • Undertake time and motion study to review workload and effort required • Develop predictive modelling with ORPI to provide flexibility in workloads for field staff. • Implement reminders prior to the start of Visit • Ensure Field Officers can deliver a paper form on Visit • Development staffing profile and payment approach that supports variable levels of return • Development adaptive strategies to support self response <p>For 65 % online return</p> <ul style="list-style-type: none"> • Reviewing costs and projections. • Ensure the online form has appropriate usability and accessibility features, and provides secure but easy access and resumption • Introduce an email reminder process for those that have started the online form but not completed it • Development adaptive strategies to support online return
Logistics ██████████	<p>For 50% Self Response</p> <ul style="list-style-type: none"> • Develop an approach to fulfil paper form requests without a Field Officer visit • Engage with Australia Post to ensure facilitate a quick return of mailed forms <p>For 65 % online return</p> <ul style="list-style-type: none"> • Ensure materials are printed to quality specifications • Ensure the correct printing of the CLID codes and ensure their security.
RMU activities/procedures ██████████	<ul style="list-style-type: none"> • Use key messaging from Comms to raise awareness of self response and online Census
Census Inquiry Service ██████████	<p>For 50% Self Response</p> <ul style="list-style-type: none"> • Use key messaging to support self response, and in support of mail return <p>For 65% online return</p> <ul style="list-style-type: none"> • Develop approaches which simplify the ability for additional and new access codes to be provided to respondents
Comms & PR ██████████	<ul style="list-style-type: none"> • Develop clear messages that manage expectations with delivery of paper forms and any perceived delays (e.g. paper form not with them on Census night) so that the public see this situation as appropriate and expected and can comply within the self response period • Develop materials (letters/front of form) and campaign that raises awareness and increases public self response and online response,

	while managing perceptions of digital exclusion
Processing and Coding	<ul style="list-style-type: none"> • Prioritise coding and processing of Census responses according to State (ERP) deadlines • Reallocate resources to code critical topics and consider reduced data quality for other topics • Also refer to the DOC Business Continuity Plan
Data Capture	<ul style="list-style-type: none"> • Develop a quick paper form mark in process to ensure mail forms are marked in within 24 hours of receipt at the DCC • Liaise with Dandenong Letter Centre to negotiate special deliveries to meet increased load • Increase shift/hours within EA limitations to capture data • Increase number of staff to manually enable prioritization of forms to meet state deadlines
Control Effectiveness Rating	
GOOD	
Residual Risk Assessment	
<i>Likelihood</i>	<i>Consequence</i>
3 Possible	2 Minor
Residual Risk Rating	
6 Moderate	
3. Risk Management Approach	
Periodic Monitoring	

Census Risk Reference	11
Risk Category	IT
Risk Area	Security breach

1. Risk description and inherent risk rating	
Description of risk	
Key systems compromised during Census operations.	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	██████████
Sources of risk	
<ul style="list-style-type: none"> • Unauthorised access/privacy security breach on Census systems (ABS and vendor provided) • Distributed Denial of Service Attack • Social Engineering attack on Census systems • Social Engineering attack on respondents (phishing) • Inappropriate use of systems by ABS employed staff 	
Risk impacts	
Online form compromised	<ul style="list-style-type: none"> • Reduces online Census participation rates • Reduces response rate to the Census, and ABS survey program • Increases operational costs due to increased field staff follow up • Impacts overall Census data quality • Reputation impacts if significant for both for ABS and IBM • Loss of data • Release of data
Census Field systems compromised (ABS and vendor provided services)	<ul style="list-style-type: none"> • Field Staff can't do their job effectively (Staff frustration/loss) • Increased wage costs from repeated/ follow up work. • Data quality issues (potentially significant if not recoverable / noticed in time) • Reputation impacts if significant • ABS Staff stress • Compromise pays or creating inappropriate payments
Processing systems compromised	<ul style="list-style-type: none"> • Increases processing costs due to rework • Impacts overall Census data quality • Reputation impacts if significant for both for ABS and IBM • Loss of data • Release of preconfidentialised data • Potentially delay data release • Staff can't do their job effectively (Staff frustration/loss)
Assessment of inherent risk	
<i>Likelihood</i>	<i>Consequence</i>
4 Likely	5 Severe
Inherent risk rating	
20 Extreme	

2. Controls and residual risk rating	
Planned controls and responsible Director	
Technology Applications / Technology Infrastructure ██████████	<ul style="list-style-type: none"> • Security code review and penetration testing • Operations Monitoring including security that have been well planned, have strong alerting and response procedures. • Change Management processes that balance risks vs critical incident response requirements • Good programming and logging practices that reduce risk of security incidents • Validation of Vendor solution for security controls. • Engage with external experts such as ASD and vendor security advisors for threat monitoring and controls. • Sign off role for all security reviews accepting any residual risks identified.
Census Enumeration Support ██████████	<ul style="list-style-type: none"> • Strong processes for access to data including simple and secure approach to public, field staff and CIS staff login and credentials. • Security checks on Field staff • Sign off role for all security reviews accepting any residual risks identified.
Comms & PR ██████████	<ul style="list-style-type: none"> • Handle messaging around security incidents. • Delivering key messages around security of solutions.
Processing ██████████ ██████████ ██████████	<ul style="list-style-type: none"> • Strong processes for access to data. • Security checks on non-ongoing staff
Control Effectiveness Rating	
GOOD	
Residual Risk Assessment	
<i>Likelihood</i>	<i>Consequence</i>
2 Unlikely	4 Major
Residual Risk Rating	
8 Moderate	
3. Risk Management Approach	
Periodic Monitoring	

Census Risk Reference	12
Risk Category	IT
Risk Area	Systems not developed on time

1. Risk description and inherent risk rating	
Description of risk	
Systems that are required to support enumeration, communication, processing, coding and dissemination are delayed and not ready on time.	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Sources of risk	
<ul style="list-style-type: none"> Unclear scope or requirements Reduction in timeframe Late changes to scope or requirements Critical bugs found late in testing Subcontracted service not delivered on time (Particularly IBM, Stratum, ATO/Optus, Andrologic, Mobile Mentor/Iron) Production deployments fail 	
Risk impacts	
Online form not ready on time	<p>Short delay to system release</p> <ul style="list-style-type: none"> Less time for production verification activities leads to increased risk of system failures <p>Long delay to system release</p> <ul style="list-style-type: none"> Reduced eCensus participation rates Increases operational costs due to increased field staff follow up Impacts overall Census data quality Reduced usability of the system Reputation impacts for both for ABS and IBM
Enumeration and communication systems not ready on time	<p>Short delay to system release</p> <ul style="list-style-type: none"> Less time for production verification activities leads to increased risk of system failures <p>Long delay to system release</p> <ul style="list-style-type: none"> Loss of productivity (for field staff, CIS agents, RMU staff) Increased costs from implementing manual processes Increased staff turnover (particularly if recruitment and pays systems are delayed) Data quality issues (potentially significant if field work cannot commence on time) Reputation impacts ABS Staff stress

Processing, Coding and Dissemination systems not ready on time	<p>Short delay to system release</p> <ul style="list-style-type: none"> • Less time for production verification activities leads to increased risk of data quality errors or systems issues <p>Long delay to system release</p> <ul style="list-style-type: none"> • Potential delay to data release • ABS staff stress • Increased program costs to recover lost time through overtime
Assessment of inherent risk	
<i>Likelihood</i>	<i>Consequence</i>
4 Likely	3 Moderate
Inherent risk rating	
12 High	

2. Controls and residual risk rating	
Planned controls and responsible Director	
Technology Applications / Technology Infrastructure ██████████	<ul style="list-style-type: none"> • Agile development practices ensuring highest priority functionality is delivered first. • Support governance arrangements to manage more critical time periods • Clearly defined production release processes • High levels of collaboration and communication between TA, ESS, and Business areas (NMU, Comms)
Census Enumeration Support ██████████	<p>Pre-emptive</p> <ul style="list-style-type: none"> • Strong vendor management ensuring clear understanding of functional and non-functional requirements, priorities and interdependencies. • Governance arrangements to manage more critical time periods • Agile development practices ensuring highest priority functionality is delivered first. • Rigorous scope management including well established scope and priorities change management process • High levels of collaboration and communication between TA, ESS, and Business areas (NMU, Comms) <p>Contingency</p> <ul style="list-style-type: none"> • Clearly defined “maintenance windows” can be used to release additional functionality to production (after delivery date has passed) without affecting users
RMU activities/procedures ██████████	<ul style="list-style-type: none"> • Clearly defined system requirements • Support governance arrangements to manage more critical time periods • High levels of collaboration and communication between TA, ESS, and Business areas (NMU, Comms)
Census Inquiry Service ██████████	<p>Pre-emptive</p> <ul style="list-style-type: none"> • Strong vendor management ensuring clear understanding of functional and non-functional requirements, priorities and interdependencies. • Agile development practices ensuring highest priority functionality is delivered first.

	<ul style="list-style-type: none"> Rigorous scope management including well established scope and priorities change management process <p>Contingency</p> <ul style="list-style-type: none"> Clearly defined “maintenance windows” can be used to release additional functionality to production (after delivery date has passed) without affecting users
Comms & PR ██████████	<p>Pre-emptive</p> <ul style="list-style-type: none"> Agile development practices ensuring highest priority functionality is delivered first. Rigorous scope management including well established scope and priorities change management process <p>Contingency</p> <ul style="list-style-type: none"> Clearly defined “maintenance windows” can be used to release additional functionality to production (after delivery date has passed) without affecting users
Data Capture	<p>Pre-emptive</p> <ul style="list-style-type: none"> Subcontracted services have established deliverables and milestones (including testing), established relationships with project or account managers and project reporting for early escalation as required Agile development practices ensuring highest priority functionality is delivered first Rigorous scope management including well established scope and priorities change management process
Processing ████████████████████	<ul style="list-style-type: none"> Clearly defined system requirements Agile development practices ensuring highest priority functionality is delivered first Clearly defined production release processes Census testing program validates existing functionality in a production context High levels of collaboration and communication between TA, CDP, CDC
Data Assurance and Dissemination ██████████	
Control Effectiveness Rating	
GOOD	
Residual Risk Assessment	
<i>Likelihood</i>	<i>Consequence</i>
3 Possible	2 Minor
Residual Risk Rating	
6 Moderate	
3. Risk Management Approach	
Periodic Monitoring	

Census Risk Reference	13
Risk Category	IT
Risk Area	Systems

1. Risk description and inherent risk rating	
Description of risk	
Key system(s) fail at critical times causing significant disruption to Census operations.	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	██████████
Sources of risk	
<ul style="list-style-type: none"> • Functionality not meeting requirements - Late decisions, changes to requirements or bugs found; gaps in functional testing • Corruption / loss of data • Applications services do not meet availability and performance requirements • Subcontracted service fails (Particularly IBM, Stratum, ATO/Optus, Andrologic, Mobile Mentor/Iron) • External environment changes causes unexpected service issues (eg Browser /OS updates) • Ineffective escalation of /reaction to operational issues • Usability or accessibility is poor 	
Risk impacts	
Online form fails during Census operations	<ul style="list-style-type: none"> • Reduces eCensus participation rates • Increases operational costs due to increased field staff follow up • Impacts overall Census data quality • Reputation impacts if significant for both for ABS and IBM
Significant failure of systems to support field operations	<ul style="list-style-type: none"> • Field Staff can't do their job effectively (Staff frustration/loss) • Increased wage costs from repeated/ followup work. • Data quality issues (potentially significant if not recoverable / noticed in time) • Reputation impacts if significant
Significant failure of systems to support Processing	<ul style="list-style-type: none"> • Potentially delay data release • Staff can't do their job effectively (Staff frustration/loss) • Increased wage costs from repeated work. • Data quality issues (potentially significant if not recoverable / noticed in time)
Assessment of <u>inherent risk</u>	
<i>Likelihood</i>	<i>Consequence</i>
4 Likely	3 Moderate
Inherent risk rating	
12 High	

2. Controls and residual risk rating	
Planned controls and responsible Director	
Technology Applications / Technology Infrastructure ██████████	<ul style="list-style-type: none"> Agile development practices ensuring highest priority functionality is delivered first. Significant load testing and performance tuning according to predicted capacity. Resilience and Failover testing Operations procedures that have been well planned, have strong monitoring, alerting and response procedures. Validation procedures in place to proactively find data issues. Redundancy in infrastructure Change Management processes that balance risks vs critical incident response requirements Good logging and programming practices that reduce risk of failure and allow for problems to quickly responded to. Regression Testing (not introducing new bugs in previously tested) Validation of Vendor solution and it's integration with other systems/services. Sufficient capacity of staff to cover production period.
Census Enumeration Support ██████████	<ul style="list-style-type: none"> Systems testing Integration Testing (ensuring consistency between applications) Compatibility Testing (ensuring Browser/ OS / Device consistency) Ensure system requirements match business processes and training Usability testing Strong vendor management ensuring clear understanding of functional and non-functional requirements, priorities and interdependencies. Census Systems Issues Management to provide governance over system priorities and maintenance.
Processing ██████████ ██████████ ██████████	<ul style="list-style-type: none"> Systems testing Integration Testing (ensuring consistency between applications) Ensure system requirements match business processes and training Usability testing Strong vendor management ensuring clear understanding of functional and non-functional requirements, priorities and interdependencies.
Control Effectiveness Rating	
GOOD	
Residual Risk Assessment	
<i>Likelihood</i>	<i>Consequence</i>
3 Possible	3 Moderate
Residual Risk Rating	
9 Moderate	
3. Risk Management Approach	
Periodic Monitoring	

Census Risk Reference	14
Risk Category	
Risk Area	External Events

1. Risk description and inherent risk rating	
Description of risk	
External events (covering extensive areas) have a major effect on Census operations.	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	Duncan Young
Sources of risk	
<ul style="list-style-type: none"> • Natural disasters • Federal/State elections • Industrial action • Large scale internet/telephone outages (eg Telstra down) 	
Risk impacts	
	<ul style="list-style-type: none"> • Unable to enumerate particular areas due to a natural disaster • Census messaging does not cut through election campaigns • Deduced participation rates due to public backlash to election campaigns • Industrial action causes delays or failure of contracted services (e.g. Australia Post, CIS) • Overall Census data quality is reduced • Damage to ABS reputation
Assessment of inherent risk	
<i>Likelihood</i>	<i>Consequence</i>
3 Possible	3 Moderate
Inherent risk rating	
9 Moderate	

2. Controls and residual risk rating	
Planned controls and responsible Director	
	<ul style="list-style-type: none"> • Establish business continuity plans • Adopt flexible enumeration plans for areas affected by natural disasters • Explore and develop alternate statistical methods for producing data for areas affected by natural disasters (e.g. imputation, alternate data sources) • Develop appropriate communication campaign messaging to emphasis the independence and value proposition of the Census • Engage with external contractors and build partnerships that enable risk mitigation plans to be developed

Control Effectiveness Rating	
Poor	
Residual Risk Assessment	
<i>Likelihood</i>	<i>Consequence</i>
3 Possible	3 Moderate
Residual Risk Rating	
9 Moderate	
3. Risk Management Approach	
Control Critical	

Attachment 3

Progress on the Census Statistical Risk Review project

Census Program Board - 17th February 2016

Purpose of the paper

1. This paper provides an update on work progressed for the Census Statistical Risk Review since the discussion of this project at the Census Program Board meeting in November 2015.
2. Comments are sought from the Census Program Board on the completed and planned risk management approaches outlined in this paper.

Executive summary

1. Further to the Census Statistical Risk Review conducted in 2015, work has been undertaken to progress the approaches for managing and minimising the risks identified through the review. During this period, the project has focussed on assessing the level of residual risk and developing an understanding of the potential impacts on statistics that could occur should these risks be realised. Initial work has also been undertaken to establish Statistical Issue Management Plans, in collaboration with the affected areas.
2. Input from staff across the Census program has clarified the expected risk controls that will be implemented throughout the Census operational phase. These controls include: workforce allocation systems, field procedures, adaptive variations, monitoring processes, responsive treatments, quality assurance activities and data interventions. These controls were reviewed and agreed by the [REDACTED] at a workshop in January 2016.
3. With consideration to the effectiveness of these controls, the [REDACTED] undertook an inherent and residual risk assessment of the risk areas and their components. This assessment identified that, while it is expected these controls will reduce the likelihood and/or consequence of these risks occurring, a moderate degree of residual risk remains for most risk areas. A number of Risk Management Plans have been developed to aid the ongoing monitoring and management of these risks.
4. Consultation with MDMD and key Census data users within the ABS determined that, if realised, these residual risks have the potential to impact on a number of high-priority or otherwise important statistical products and outcomes, namely:
 - Estimates of Resident Population;
 - Census Data;
 - Homeless Estimates; and
 - Data Integration projects.
5. Further consultation is underway to examine in detail the potential impacts on these statistics and to develop collaborative approaches for managing these impacts.
6. In line with this, representatives from Demography, PES, Census, MDMD, and Policy, Legislation and Assurance participated in a workshop to explore the potential impacts for ERP that may arise from Census Statistical risk realisation and to begin the development of a Statistical Issue Management Plan.
7. Similar workshops will be held over the coming months to develop a thorough understanding of potential impacts and progress the development of Statistical Issue Management Plans for Census Data, Homelessness Estimates and Data Integration.


Consultation undertaken

1. Methodology and Data Management have been instrumental in establishing controls, identifying potential impacts and shaping the approach to statistical issue management and minimisation.
2. Policy, Legislation and Assurance have provided guidance on the application of ABS risk identification, assessment and management frameworks, ensuring the outputs of this project reflect best practice risk management techniques.
3. Post-Enumeration Survey and Demography have contributed significantly to developing a shared understanding of potential impacts of Census Statistical Risk on Estimated Resident Population and associated statistics.
4. Areas across the Census Program have contributed to the understanding of expected controls, which have been reviewed and approved by the [REDACTED]
5. Labour Force have shared learnings from their experience of developing their Statistical Risk Management approach.
6. In the near future, consultation with Living Conditions and Data Integration areas will be undertaken to confirm the potential impacts of Census Statistical Risks on the statistics produced by these areas.

Next steps

1. ERP stakeholders will continue to collaboratively develop the Statistical Issue Management Plan for ERP and progress the actions identified in the Treatment Plan of this document.
2. Additional Statistical Issue Management Plans will be developed for Census Data, Homelessness Estimates and Data Integration, in collaboration with the relevant areas.
3. Ongoing engagement with the potentially impacted areas will occur up to and throughout the Census operational phase to ensure stakeholders are aware of any changes that increase the likelihood or consequence of Census Statistical Risk realisation.

Background

1. The 2016 Census enumeration model presents a cost-effective, sustainable and contemporary method of conducting a Census in Australia. This is a necessary and positive change for the ABS, however, as this is the first time that this model has been applied in Australia, there is a degree of uncertainty surrounding the impact on key quality indicators and subsequent impacts on statistical outcomes and products .
2. In 2015, the Census Program undertook a review to identify the key statistical risks associated with the 2016 Census model. This review provided an opportunity for the Census Program to clarify, articulate and understand key statistical risks, so that these can be managed, measured and mitigated against. The resulting paper is available here .
3. The review identified five key areas of statistical risk for the 2016 Census Program, namely overcoverage, undercoverage, non-response, occupancy and data quality.
4. The findings of this review were presented to the Census Program Board in November 2015. The Board commended the work done to identify the key risks and requested that the Census Program continue to progress this work to ensure that adequate controls are in place to mitigate and manage these risks.
5. This briefing provides an update on the progress of the Census Statistical Risk project since this time.

Confirmation of Census Statistical Risk controls and risk assessment

6. Since December, work has been undertaken to confirm the controls that will be implemented to reduce the likelihood and/or consequences of key statistical risks. The scope of this exercise was limited to an examination of the statistical risk management activities that will be implemented by the Census Program throughout the operational phase of the 2016 Census. Risk management approaches implemented by areas outside of the Census Program or after this time are considered to be 'risk treatments' and will be included in Statistical Issue Management Plans.
7. This work resulted in an agreed list of controls and a shared understanding of the residual risk levels, as documented in a suite of Risk Management Plans:


 (Subject: Census Statistical Risk Management Plans; Database: 2016 Census Data and Data Processing & Coding; Author: ██████████; Created: 02/02/2016; Doc Ref: RPRE-A6RBAT)
8. These Risk Management Plans will be incorporated into the wider Census Risk Management framework and will be reviewed periodically in accordance with program-level risk management practices.
9. Controls identified through this exercise include address frame management, RMU activities, field procedures, workforce allocation systems, adaptive variations, monitoring processes, responsive treatments, quality assurance activities and data interventions. It should be noted that MDMD have played a central role in developing many of these controls and will provide ongoing support as these controls are implemented.
10. The controls were presented to the ██████████ for discussion and agreement at a workshop in January. With consideration to current state and the anticipated effectiveness of the controls identified, the ██████████ assigned an inherent and residual risk to each area of statistical risk. The risk assessments for the key risk areas are as follows:

Table 1: Assessment of Census Statistical Risks


Risk area	Inherent risk rating (before controls)			Residual risk rating (after controls)		
	Likelihood	Consequence	Overall Rating	Likelihood	Consequence	Overall Rating
Overcoverage	4 Likely	3 Moderate	12	3 Possible	3 Moderate	9 Moder

			High			ate
Undercoverage (in-scope of Address Register) ¹	2 Unlikely	3 Moderate	6 Moderate	2 Unlikely	2 Minor	4 Low
Undercoverage (not in-scope of Address Register) ²	5 Almost certain	4 Major	20 Extreme	4 Likely	4 Major	16 Extreme
Non-response	4 Likely	3 Moderate	12 High	3 Possible	2 Minor	6 Moderate
Occupancy	5 Almost certain	3 Moderate	15 High	4 Likely	2 Minor	8 Moderate
Data Quality	3 Possible	3 Possible	9 Moderate	3 Possible	2 Minor	6 Moderate

1. Dwellings in-scope of Address Register are those that have a mailable address

2. Dwellings not in-scope of Address Register are those that do not have a mailable address. This includes improvised dwellings (people sleeping out and travellers/campers), as well as caravans / campervans outside of caravan parks or private address and houseboats / yachts not moored at a marina.

11. It was acknowledged that, should one or more controls fail, the residual risk ratings must be adjusted accordingly. Ongoing monitoring and management of these risks will form a critical part of Census statistical risk management.
12. Detailed information regarding the risk assessments, controls and risk components are available in this document:

 (Subject: 2016 Census Statistical Risk Review - Risk assessment and controls [DLM=For-Official-Use-Only]; Database: 2016 Census Data and Data Processing & Coding; Author: [REDACTED]; Created: 11/12/2015; Doc Ref: RPRE-A53V8W)
13. While the controls are generally effective at reducing the likelihood and/or consequence for each risk area, the residual risk ratings are sufficient to warrant consideration of the impacts that may potentially occur should one or more of these risks be realised. To this end, a number of Statistical Issue Management Plans will be developed.

Potential impacts of Census Statistical Risks on statistical outcomes

14. With considerable input from MDMD and key internal Census data users, each Census statistical risk area was examined to identify the potential impacts on statistical products and outcomes. Impacted statistics were prioritised in accordance with the hierarchy outlined in the ABS Risk Framework.
15. The potential statistical impacts and planned issue management approaches are outlined in the table below.

Table 2: Overview of potential statistical impacts resulting from Census Statistical Risks

Priority	Statistical product	Description	Summary of potential statistical impact
High	Estimated Resident Population <i>Includes sub-geographic and sub-population estimates and</i>	ERP is considered to be one of the ABS's highest priority statistics. The ABS is legislated to provide estimates of the resident population to inform distribution of	It is possible that the 2016 Census will result in higher rates of gross overcoverage than have been measured in previous Censuses. It is also possible that a net-overcount may result. PES measures and enables adjustment for under- or over-coverage, however a net-overcoverage scenario is uncharted territory for the ABS and the impacts on ERP of a net-overcount are somewhat unknown.

	<p><i>projections.</i></p> <p>Responsible area: Demography</p>	<p>GST and determine electoral boundaries.</p> <p>Population estimates and projections, at the national, sub-geographic and sub-population level are used extensively for planning and policy making.</p> <p>ERP is also a critical component of the ABS Household Survey program and is used as a benchmark for these collections.</p>	<p>Lower response rates in the Census would increase the error in the PES adjustment. Specifically, response rates below 93.3% at commencement of PES enumeration may compromise the accuracy of estimates. In combination, these risks have the potential to impact the accuracy of PES coverage measures and, subsequently affect ERP.</p> <p>Any statistical issues affecting ERP will have subsequent impacts on all population estimates and projections. Concentrated non-response at the sub-population or sub-geographic level may compromise the accuracy of estimates and projections for these cohorts or areas.</p> <p>A Statistical Issue Management Plan is being developed in collaboration with PES, Demography and Methodology.</p>
<p>High</p>	<p>2016 Census data</p> <p>Responsible area: Census Data Assurance</p>	<p>The Census is the ABS' most widely used and most referenced data set.</p> <p>Census data is the primary source of regional and small area statistics and is used extensively for infrastructure planning and service delivery.</p> <p>The Census is the richest data source for small population characteristics, containing detailed data regarding occupation, industry, education and diversity.</p>	<p>All statistical risk areas have the potential to directly impact on the final Census dataset. Many of these impacts may be immediately obvious to both internal and external data users.</p> <p>Coverage and non-response risks could potentially impact on the representativeness, accuracy and interpretability of Census data. Risks to occupancy determination and data quality have the potential to create unusual time series shifts and incoherent data.</p> <p>The Census program has well-established approaches for investigating and explaining data limitations, time series shifts and unresolved quality issues to external users. However, the new and increased statistical risks introduced by the 2016 Census model warrant a review of these activities to ensure they are adequate and effective.</p> <p>A Statistical Issue Management Plan will be developed by the Census Data Assurance section.</p>
<p>Medium</p>	<p>Estimates of homelessness</p> <p>Responsible area: Living Conditions</p>	<p>The ABS estimates of homelessness provides the only national estimate of the extent and nature of homelessness in Australia.</p> <p>These estimates inform social welfare policy and the allocation of funding to homelessness service providers.</p>	<p>The 2016 Census includes strategies for encouraging and enabling the participation of persons experiencing all forms of homelessness. Areas that are known to have high numbers of persons sleeping out will be subject to a targeted enumeration strategy and should deliver comparable results to 2011. Additionally, persons sleeping out in drop-off areas will be enumerated by field staff and are also expected to be comparable to 2011.</p> <p>However, it is not feasible to implement the targeted enumeration strategy and/or apply a drop-off model in all areas of the country.</p> <p>In mail-out areas where there is no targeted enumeration strategy, homeless persons who are sleeping out on Census night can participate by:</p> <ul style="list-style-type: none"> - accessing a service provider who can assist with their enumeration;

			<ul style="list-style-type: none"> - contacting the Census Inquiry Service to request online access to a form, or - attending a location where targeted enumeration is occurring. <p>Persons sleeping out in mail-out areas who do not take any of these actions are likely to be missed in the 2016 Census.</p> <p>While this risk impacts a very small population - approx 6 800 persons in the 2011 Census - any significant change is likely to be closely scrutinised and subject to a degree of political sensitivity.</p> <p>A Statistical Issue Management Plan will be developed in collaboration with Living Conditions.</p>
Medium	<p>Data integration projects</p> <p>Responsible area: Data Integration and Microdata Futures</p>	<p>Linking together data from difference sources enables access to rich characteristics and longitudinal datasets for research and policy.</p> <p>Data integration has been identified an area of priority for the ABS.</p>	<p>Unresolved undercoverage and/or poor response rates have the potential to reduce the pool of matches available from the Census dataset for data linking and integration projects.</p> <p>Concerns regarding data retention or the online mode of collection for the 2016 Census may impact on the quality of data linking variables - such as name and date of birth - and subsequently reduce the match rates for these projects.</p> <p>The potential impacts of Census Statistical Risks on these activities warrants exploration and treatment through the development of a Statistical Issue Management Plan.</p>
Medium	<p>Address register outputs</p> <p><i>To be released July 2016</i></p> <p>Responsible area: Address Register</p>	<p>The ABS Address Register contains the most comprehensive and accurate list of current Australian addresses.</p> <p>Counts of addresses by address type, by main dwelling type and by detailed geography provide useful planning information (eg. emergency response) for all levels of government and the private sector.</p>	<p>Unresolved dwelling overcoverage will result in non-existent or invalid addresses remaining on the ABS Address Register and associated outputs. Further, some types of unresolved dwelling undercoverage will result valid addresses missing from the ABS Address Register and associated outputs.</p> <p>This may result in incoherent dwelling counts between AR outputs and other address sources and potentially create issues for users of Address Register unit record file.</p> <p>The limitations and unresolved data quality issues of the Address Register should be investigated and explained as per the ABS quality management and reporting practices, with input from the Census program where required.</p>
Lower	<p>Modelled data: Regional statistics</p> <p>Responsible area: Regional Statistics</p>	<p>Provides a central source of statistical insights at low geographic levels, enabling local planning and service delivery.</p>	<p>Clusters of high non-response, coverage issues or unusual occupancy determination may impact on the accuracy of small area data modelling.</p> <p>The impact on modelled data will be managed through the Treatment Plan developed as part of the Statistical Issue Management Plan being prepared for Census Data.</p>
Lower	<p>Analytical publications</p>	<p>Presents commentary and statistical analysis</p>	<p>Analytical publications that include statistics derived from Census data are likely to be impacted by data quality</p>

	<p>drawing on Census data</p> <p>Responsible areas include:</p> <ul style="list-style-type: none"> - National Centre for Education, Training and Culture Statistics - National Centre for Aboriginal and Torres Strait Islander Statistics - Disability, Mental Health, Ageing and Carers Statistics - National Migrant Statistics Unit 	<p>using Census data, often in conjunction with other data sources.</p> <p>Enables release of statistics not otherwise accessible through Census products.</p>	<p>issues affecting Census data items.</p> <p>The impact on modelled data will be managed through the Treatment Plan developed as part of the Statistical Issue Management Plan being prepared for Census Data.</p>
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16. Statistical Issue Management Plans will be prepared in collaboration with the affected areas for high-priority statistics and/or statistics exposed to high levels of residual risk. The statistics identified as candidates for Statistical Issue Management Plans are Estimated Resident Population, 2016 Census Data, Homelessness estimates and Data Integration projects.
17. Medium or lower priority statistics that are not exposed to high levels of residual risks will be managed through standard quality assurance and clearance processes, as well as stakeholder engagement.
18. The risks to Census coverage and response could also indirectly impact on statistical processes that use Census data as an input, including sampling and output estimation for Household Surveys. These issues have not been explored in detail to date, however initial discussions with Household Survey Methodology indicate that these potential impacts warrant further consideration and investigation.
19. Full details of the statistical impact mapping exercise and findings are available here:


 (Subject: 2016 Census Statistical Risk Review - Mapping to Statistical Outcomes; Database: 2016 Census Data and Data Processing & Coding; Author: ██████████; Created: 14/12/2015; Doc Ref: RPRE-A56UT7)

Development of Statistical Issue Management Plans

20. Statistical Issue Management Plans will be developed in collaboration with key stakeholders in order to minimise the impact of Census Statistical Risk realisation on high-priority statistics. These plans will outline the actions to be taken to manage unresolved quality issues with the 2016 Census dataset. The initial approach to developing the Statistical Issue Management Plans has borrowed heavily from the materials produced by Labour Force, with advice from the Policy, Legislation and Assurance area.
21. Work is underway to progress the development of these plans, as follows:

Table 3: Progress on the development of Statistical Issue Management Plans

Potentially impacted statistic	Summary of progress
Estimated Resident Population	<p>Representatives from Demography, PES, MDMD, Census and Policy, Legislation and Assurance met in late January to explore the potential impacts of Census Statistical Risks on Estimated Resident Population and to initiate the development of a Statistical Issue Management Plan.</p> <p>Through this workshop, a shared understanding of the potential impacts was developed and documented, along with a draft Treatment Plan for responding to unresolved statistical issues. Actions from the Treatment Plan include:</p> <ul style="list-style-type: none"> ● development of an operational plan that outlines the communication practices, triggers and

	<p>escalation paths during Census enumeration and processing;</p> <ul style="list-style-type: none"> ● development of a strategic communication plan for managing internal and external messages regarding ERP issues; and ● exploration of a number of methodological interventions for addressing overcoverage and/or smoothing estimation. <p>The draft Statistical Issue Management Plan is available here:</p> <p> (Subject: DRAFT Statistical Issue Management Plan - Estimated Resident Population; Database: 2016 Census Data and Data Processing & Coding; Author: ██████████; Created: 17/12/2015; Doc Ref: RPRE-A5A2CR)</p> <p>It was agreed that Demography will take ownership of this Plan, as part of a wider set of Statistical Risk management activities that will be undertaken in coming months. The relevant stakeholders will continue to collaboratively develop this document and progress the actions identified in the Treatment Plan.</p> <p>Plan owner: Demography</p>
2016 Census data	<p>An initial discussion with Census Data identified four themes to be addressed through the Statistical Issue Management Plan for 2016 Census data. These themes are:</p> <ul style="list-style-type: none"> ● quality issues at the national and state-level ● quality issues pertaining to sub-populations ● quality issues at the sub-geographic level ● quality issues pertaining to key data items, namely those that are fundamental to ERP or that provide rich population data. <p>The development of this plan will be progressed by the Census Data Assurance section.</p> <p>Plan owner: Census Data Assurance</p>
Homelessness estimates	<p>Development of a Statistical Issue Management Plan for Homelessness Estimates has not yet commenced.</p> <p>The Homeless Strategy Operations Manager within the Census Program will hold a workshop with Living Conditions in early 2016 to initiate the development of this plan.</p> <p>Plan owner: Living Conditions</p>
Data integration	<p>Development of a Statistical Issue Management Plan for Data Integration has not yet commenced.</p> <p>The Census Data Assurance section will initiate the development of this plan in collaboration with affected areas. A workshop will be held in early 2016 to commence this process.</p> <p>Plan owner: Data Integration and Microdata Futures</p>

Risk Management Plan - 2016 Census Program

Risk Area: A - Increased overcoverage

Census Risk Reference	2
Risk ID	1
Risk Category	Statistical
Risk Area	A - Increased overcoverage

This management plan describes the risk, controls and proposed treatments for a risk on the 2016 Census Program Risk Register. The plan is maintained by the Risk Manager and approved for inclusion into the 2016 Census Program Risk Register by the Program Manager.

Ratings are derived using the *ABS Risk Assessment Matrix (see Tab A)*, the *Control Effectiveness Rating Table (see Tab B)* and the *Risk Action Matrix (see Tab C)*. It should be read in conjunction with the Guide to Project Risk in the ABS.

1. Risk description and inherent risk rating	
Description of risk	
Ability to identify and remove overcoverage of dwellings during enumeration	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	TBC
Sources of risk	
Mail out enumeration model: Later contact with households close to Census night Mail out enumeration model: Time lag between canvassing and Census New systems and procedures: Reduced context for field staff during fieldwork	
Risk impacts	
<i>Census data impacts</i>	Non-existent or out-of-scope dwellings remaining on the Census Frame at the end of enumeration are likely to be deemed as occupied and non-responding in the final Census dataset. This is likely to result in over-imputation of persons, overstated dwelling occupancy and poorer response indicators.
<i>Statistical products and outcomes impacts</i>	* Estimated Resident Population The majority of Census overcoverage is expected to be identified and resolved through PES, so should not impact on the total number of persons derived for the Estimated Resident Population. However, if the margin of error for PES increases due to an increase in overcoverage or lower response rates, this would result in a higher degree of uncertainty for the estimates of the residential population. This may cause some concern for expert data users and potentially expose the ABS to the risk of being challenged on the reliability of its statistics. It is worthwhile acknowledging that a net overcoverage scenario is uncharted territory for the Census and the ABS. As such, the impacts of this outcome are somewhat unknown, particularly with respect to sub-population and sub-geographic levels. Any statistical impact on ERP will have subsequent impacts on all population estimates and projections, including for Aboriginal and Torres Strait Islander peoples.
Assessment of inherent risk	
<i>Likelihood</i>	<i>Consequence</i>
4 Likely	3 Moderate
Inherent risk rating	
12 High	

2. Controls and residual risk rating	
Planned controls and responsible Director	
Address Register ██████████	<ul style="list-style-type: none"> * Quality assurance of Canvassing dataset and GNAF updates to date * AR Maintenance Strategy designed to reduce overcoverage introduced by GNAF updates through admin data modelling and desktop canvassing. * AR to work with RMUs to reduce overcoverage based on local intelligence. AR will manage updates to AR/Frame to minimise introduced error. * SA2/SA1s with high overcoverage to be provided to relevant RMUs for prioritisation during review and enumeration activities
Census Frame Management ██████████	<ul style="list-style-type: none"> * CFM to manage ongoing frame maintenance, including incorporation of updates provided by RMU * Field intelligence to be captured and recorded * Frame changes to be monitored and quality assured throughout enumeration * Bust workloads to be investigated and resolved

Workload Review 	<ul style="list-style-type: none"> * AS/DM to report dwelling count variations of greater than +/- 10% for review by RMU. * AS/DM to identify new housing developments for inclusion on frame
Adaptive Variations 	<ul style="list-style-type: none"> * Adaptive Variations (AV) are not targeted to address overcoverage, however some overcoverage may be resolved sooner or more completely as a result of AVs.
RMU activities 	<ul style="list-style-type: none"> * RMUs to provide intelligence to AR / CFM team to inform updates to frame. * RMUs review and approve changes to dwelling estimates provided by AS during workload review / managing investigation / resolution.
Census Inquiry Service 	<ul style="list-style-type: none"> * Anticipate that some residents will contact CIS to report invalid dwelling or multiple forms received. CIS agents to search for address based on CLID provided by caller and select appropriate status for invalid dwelling. * CIS agents to check all births against frame to avoid introducing overcoverage.
Comms & PR 	<ul style="list-style-type: none"> * Online help to instruct resident to contact CIS to report invalid dwellings or multiple forms received.
MO Field Staff procedures (Visit phase) 	<ul style="list-style-type: none"> * MO FOs to make up to five visits to confirm validity of each non-responding unit during Visit Phase.
Monitoring activities 	<ul style="list-style-type: none"> * Calls to CIS / FO actions to be monitored to identify clusters of potential overcoverage. * RTSs to be monitored to identify clusters. Note that this is a lower priority activity - Census form returns to take priority. * RMUs / CFM team notified of clusters of potential undercoverage for further investigation
Responsive Treatments 	<ul style="list-style-type: none"> * Responsive treatments not intended to address overcoverage, but may resolve a small amount as a byproduct of RT activities.
Processing 	<ul style="list-style-type: none"> * RTS to be scanned and monitored for clusters. Note that this is a lower priority activity. * Blank forms captured for potential use during Data Assurance
Data Assurance 	<ul style="list-style-type: none"> * Analysis of AR dataset underway to understand nature of overcoverage * AR data to be confronted with 2011 Census data to identify unusual increases in dwelling counts ahead of enumeration * 2016 dwelling counts to be confronted with 2011 data to identify and investigate unusual increases. Where errors are identified and amendment is possible, these records will be merged. * Some overcoverage expected to be resolved as byproduct of non-response and occupancy investigation and resolution (ie. invalid or duplicate addresses may be identified)
Control Effectiveness Rating GOOD	
Residual Risk Assessment	
<i>Likelihood</i>	<i>Consequence</i>

3 Possible	3 Moderate
Residual Risk Rating	
9 Moderate	

3. Risk Management Approach
Control Critical

Version Control

Document Control			
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<i>Revision Date</i>	<i>Revision Description</i>

Risk Management Plan - 2016 Census Program

Risk Area: B - Increased undercoverage

Census Risk Reference	2
Risk ID	2a
Risk Category	Statistical
Risk Area	B - Increased undercoverage

This management plan describes the risk, controls and proposed treatments for a risk on the 2016 Census Program Risk Register. The plan is maintained by the Risk Manager and approved for inclusion into the 2016 Census Program Risk Register by the Program Manager.

Ratings are derived using the *ABS Risk Assessment Matrix (see Tab A)*, the *Control Effectiveness Rating Table (see Tab B)* and the *Risk Action Matrix (see Tab C)*. It should be read in conjunction with the Guide to Project Risk in the ABS.

1. Risk description and inherent risk rating	
Description of risk	
Ability to identify and remove undercoverage of dwellings during enumeration (for dwellings within scope of Address Register)	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	TBC
Sources of risk	
Mail out enumeration model: Reduced presence of field officers in MO areas Mail out enumeration model: Differences between AR and Census scope Mail out enumeration model: Time lag between canvassing and Census Changes to systems and procedures: Reduced context for field staff during fieldwork	
Risk impacts	
<i>Census data impacts</i>	Missed dwellings not identified by the end of enumeration period will not be included in the Census dataset, resulting a lower dwelling and person count. Due to the smaller denominator of in-scope dwellings, the overall response rate is likely to improve, albeit artificially.
<i>Statistical products and outcomes impacts</i>	<p>* Estimated Resident Population The majority of Census undercoverage is expected to be identified and resolved through PES, so should not impact on the total number of persons derived for the Estimated Resident Population. However, if the margin of error for PES increases due to an increase in undercoverage or lower response rates, this would result in a higher degree of uncertainty for the estimates of the residential population. This may cause some concern for expert data users and potentially expose the ABS to the risk of being challenged on the reliability of its statistics. Concentrated undercoverage at the sub-population or sub-geographic level may compromise the ability of ERP to accurately estimate and project for these cohorts or areas. Any statistical impact on ERP will have subsequent impacts on all population estimates and projections, including for Aboriginal and Torres Strait Islander peoples.</p> <p>* Data integration projects and associated outputs Undercoverage has the potential to reduced the pool of records available for current and future data integration programs.</p>
Assessment of inherent risk	
<i>Likelihood</i>	<i>Consequence</i>
2 Unlikely	3 Moderate
Inherent risk rating	
6 Moderate	

2. Controls and residual risk rating	
Planned controls and responsible Director	
Address Register ██████████	<p>* AR to work with RMUs to reduce undercoverage based on local intelligence. AR will manage updates to AR/Frame to minimise introduced error. * SA2/SA1s with high undercoverage to be provided to relevant RMUs for prioritisation during review and enumeration activities.</p>
Census Frame Management ██████████	<p>* CFM to investigate clusters of CIS births * TBC: Action for additional missing dwellings identified through investigation. To be birthed and mailed to??</p>

Workload Review ██████████ 	* AS/DM to report dwelling count variations of greater than +/- 10% for review by RMU.		
Adaptive Variations ██████████ 	* Postcard via UMS AV to be used to improve undercoverage of mailable residential dwellings (also sent to PO boxes) in selected areas		
RMU activities ██████████ 	* RMUs to provide intelligence to AR / CFM team to inform updates to frame. * RMUs review and approve changes to dwelling estimates provided by AS during workload review.		
Census Inquiry Service ██████████ 	* Escalation agents to birth missing dwellings, as notified by householder / Field Officer, subject to checks - CIS agents have full access to the frame to confirm that a dwelling does not already exist.		
Comms & PR ██████████ 	* Mass and targeted communications to raise awareness of Census and direct public toward website for more information. * Online help to instruct resident to contact CIS if no materials received at address. * Postcard distributed via UMS as part of adaptive variation. * Media monitoring		
MO Field Staff procedures (Visit phase) ██████████ 	* No action planned: MO FOs are unable to birth dwellings during visit phase. * If approached, MO FOs to instruct resident to contact CIS.		
Monitoring activities ██████████ 	* Calls to CIS / FO actions to be monitored to identify clusters of potential undercoverage. * RMUs / CFM team notified of clusters of potential undercoverage for further investigation * TBC: AS/DM monitoring activities for identifying potential undercoverage.		
Responsive Treatments ██████████ 	* Responsive treatments not intended to address undercoverage (but may resolve a small amount as a byproduct of RT activities)		
Processing ██████████ ██████████ 	* Respond to identified undercoverage raised by DA team		
Data Assurance ██████████ 	* Analysis of AR dataset underway to understand nature of undercoverage, including potential impact on specific population groups and dwelling structures * AR data to be confronted with 2011 Census data to identify gaps in counts ahead of enumeration. * 2016 dwelling counts to be confronted with 2011 Census Data to identify and investigate unusual decreases in dwelling counts. Creation of new dwellings at this point would only occur in extreme circumstances.		
Control Effectiveness Rating <div style="text-align: center; background-color: green; color: white; padding: 5px;">GOOD</div>			
Residual Risk Assessment <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;"><i>Likelihood</i></td> <td style="width: 50%; padding: 2px;"><i>Consequence</i></td> </tr> </table>		<i>Likelihood</i>	<i>Consequence</i>
<i>Likelihood</i>	<i>Consequence</i>		

2 Unlikely	2 Minor
Residual Risk Rating	
4 Low	

3. Risk Management Approach
Periodic Monitoring

Version Control

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Risk Management Plan - 2016 Census Program

Risk Area: B - Increased undercoverage

Census Risk Reference	2
Risk ID	2b
Risk Category	Statistical
Risk Area	B - Increased undercoverage

This management plan describes the risk, controls and proposed treatments for a risk on the 2016 Census Program Risk Register. The plan is maintained by the Risk Manager and approved for inclusion into the 2016 Census Program Risk Register by the Program Manager.

Ratings are derived using the *ABS Risk Assessment Matrix (see Tab A)*, the *Control Effectiveness Rating Table (see Tab B)* and the *Risk Action Matrix (see Tab C)*. It should be read in conjunction with the Guide to Project Risk in the ABS.

1. Risk description and inherent risk rating	
Description of risk	
Ability to identify and remove undercoverage of dwellings during enumeration (for dwellings outside of scope of Address Register)	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	TBC
Sources of risk	
Mail out enumeration model: Dwellings that do not have a mailable address are out of scope for the address register and are not included on the Census frame. Mail out enumeration model: Field Officers not in area close to Census night New systems and procedures: Field Officers cannot birth dwellings during Visit Phase	
Risk impacts	
<i>Census data impacts</i>	Missed improvised dwellings not identified by the end of enumeration period will not be included in the Census dataset, resulting a lower dwelling and person count for improvised dwellings.
<i>Statistical products and outcomes impacts</i>	* Estimates of homelessness Given that improvised dwellings are at a greater risk of being missed under the 2016 Census enumeration model, it is likely that people sleeping out on Census night will be underrepresented in the final Census dataset and in the estimates of homelessness.
Assessment of inherent risk	
<i>Likelihood</i>	<i>Consequence</i>
5 Almost Certain	4 Major
Inherent risk rating	
20 Extreme	

2. Controls and residual risk rating	
Planned controls and responsible Director	
Address Register ██████████	N/A
Census Frame Management ██████████	N/A

Workload Review [REDACTED]	0		
Adaptive Variations [REDACTED]	N/A		
RMU activities [REDACTED]	*RMUs to develop local operational plans and conduct engagement.		
Census Inquiry Service [REDACTED]	*CIS agent to birth improvised dwelling against relevant dummy unit and issue instructions for online completion.		
Comms & PR [REDACTED]	* Targeted communications to raise awareness of Census and direct public toward website for more information. * Online help to instruct resident to contact CIS to request an online form.		
MO Field Staff procedures (Visit phase) [REDACTED]	* No action planned: MO FOs are in field long after Census night and are unable to birth dwellings during visit phase. * If approached, MO FOs to instruct resident to contact CIS.		
Monitoring activities [REDACTED]	* Monitoring births against dummy unit to confirm correct procedure being followed.		
Responsive Treatments [REDACTED]	N/A		
Processing [REDACTED]	* Individual dwelling units to be created from Dummy Unit records.		
Data Assurance [REDACTED]	* Analysis of AR dataset underway to understand nature of undercoverage, including potential impact on specific population groups and dwelling structures * AR data to be confronted with 2011 Census data to identify gaps in counts ahead of enumeration. * 2016 dwelling counts to be confronted with 2011 Census Data to identify and investigate unusual decreases in dwelling counts. Creation of new dwellings at this point would only occur in extreme circumstances. * analysis of clusters, etc		
Control Effectiveness Rating <div style="text-align: center; background-color: red; color: white; padding: 5px;">POOR</div>			
Residual Risk Assessment <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><i>Likelihood</i></td> <td style="width: 50%;"><i>Consequence</i></td> </tr> </table>		<i>Likelihood</i>	<i>Consequence</i>
<i>Likelihood</i>	<i>Consequence</i>		

4 Likely	4 Major
Residual Risk Rating	
16 Extreme	

3. Risk Management Approach
Active Management

Version Control

Document Control			
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Version Control	
<i>Revision Date</i>	<i>Revision Description</i>

Risk Management Plan - 2016 Census Program

Risk Area: C - Increase in non-response rates

Census Risk Reference	3
Risk ID	3
Risk Category	Statistical
Risk Area	C - Increase in non-response rates

This management plan describes the risk, controls and proposed treatments for a risk on the 2016 Census Program Risk Register. The plan is maintained by the Risk Manager and approved for inclusion into the 2016 Census Program Risk Register by the Program Manager.

Ratings are derived using the *ABS Risk Assessment Matrix (see Tab A)*, the *Control Effectiveness Rating Table (see Tab B)* and the *Risk Action Matrix (see Tab C)*. It should be read in conjunction with the Guide to Project Risk in the ABS.

1. Risk description and inherent risk rating	
Description of risk	
Ability to maintain response rates at the national, state, small geography and sub-population level.	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	TBC
Sources of risk	
Mail out enumeration model: Later contact with householders Digital Census: Reduced access to paper forms Uncertainty regarding new model: Response rates, patterns of response and the demographics of late or non-responders under the new model remain largely unknown	
Risk impacts	
<i>Census data impacts</i>	<p>Provided the dwelling counts are accurate and responding dwellings are representative of the non-responding dwelling, person counts should not be significantly affected by non-response. However, if unoccupied dwellings are incorrectly determined as occupied and non-responding, over-imputation of persons will occur.</p> <p>The power of the Census lies in its complete enumeration of the population. Decreased response rates could lead to declining relevance of the Census and decreased accuracy, especially for sub-population and small area data. Increases in dwelling and/or person non-response will also directly impact on item non-response.</p>
<i>Statistical products and outcomes impacts</i>	<p>* Estimated Resident Population</p> <p>The number of persons imputed into non-responding dwellings will be confirmed or adjusted through PES, so should not impact on the total number of persons derived for the Estimated Resident Population.</p> <p>However, if the margin of error for PES increases due to lower response rates, this would result in a higher degree of uncertainty for the estimates of the residential population. This may cause some concern for expert data users and potentially expose the ABS to the risk of being challenged on the reliability of its statistics.</p> <p>Concentrated non-response at the sub-population or sub-geographic level may compromise the ability of ERP to accurately estimate and project for these cohorts or areas.</p> <p>Any statistical impact on ERP resulting from non-response will have subsequent impacts on all population estimates and projections, including for Aboriginal and Torres Strait Islander peoples.</p> <p>* Data integration projects and associated outputs</p> <p>High non-response has the potential to reduced the pool of records available for current and future data integration programs.</p>
Assessment of inherent risk	
<i>Likelihood</i>	<i>Consequence</i>
4 Likely	3 Moderate
Inherent risk rating	
12 High	

2. Controls and residual risk rating	
Planned controls and responsible Director	
Address Register ██████████	N/A
Census Frame Management ██████████	* CFM to monitor RMU changes to dwelling statuses

Workload Review 	N/A
Adaptive Variations 	<ul style="list-style-type: none"> * Mail out paper form, early start to visit and postcard via UMS AVs to be used to improve, or mitigate against poorer, response rates within selected areas.
RMU activities 	<ul style="list-style-type: none"> * Extensive engagement, local media, field staff management, etc
Census Inquiry Service 	<ul style="list-style-type: none"> * CIS agents to manage request for paper form process to dispatch hardcopy materials on demand. * CIS agents to respond to resident enquiries, reinforce positive messages about Census and facilitate participation. * CIS agents to manage complaints and convert residents who are reluctant to participate.
Comms & PR 	<ul style="list-style-type: none"> * Mass and targeted communications to raise awareness of Census and encourage participation. * Comms and PR activities to be monitored, including: Online advertising; media / social media monitoring; CIS and NIRS calls; and landing page, online form and ABS website metrics. Enumeration MI to be monitored in conjunction with Command Centre. * Responsive comms and PR activities to be implemented as appropriate * Online help and information * Usable webforms etc
MO Field Staff procedures (Visit phase) 	<ul style="list-style-type: none"> * Field staff workloads to be balanced through automated workload allocation (AWAT) * MO FOs to make contact with and determine occupancy of all non-responding dwellings during Visit Phase. MO FOs to make up to 5 attempts to contact non-responding dwellings. * Refusal reports to be completed for dwellings where residents do not wish to participate. AS to follow up with refusing dwellings. Refusals to be escalated to Refusal Team if resident indicates to AS that they will not participate. * AS to follow up with refusing dwellings. Refusals to be escalated to Refusal Team if resident indicates to AS that they will not participate.
Monitoring activities 	<ul style="list-style-type: none"> * Ongoing daily monitoring of response at national, state and small geographic levels * In conjunction with PR/Comms team, ongoing monitoring of social media sentiment * Phase based monitoring to confirm expected outcomes at certain points, including: <ul style="list-style-type: none"> - Approach: Monitoring online forms submissions to confirm nationwide distribution of forms/CILs, identify if any clustering of CILs calls or dwelling births. - Census night: Monitoring paper form returns to confirm distribution to expected areas, monitoring for anticipated peak in online forms across all areas
Responsive Treatments 	<ul style="list-style-type: none"> * Responsive Treatments (RT) to be implemented as required to address low response rates. RTs available for 2016 Census are as follows: <ol style="list-style-type: none"> 1 - Targeted PR (specific population groups and areas) 2 - Increase field staff resources at start of Week 3 in Mail Out Visit Phase 3 - Extend follow up by up to 5 days at the end of Visit 4 - Close enumeration areas (on a case by case basis) to enable resources to be reallocated to RT 2 or 3 5 - Deploy flying squads
Processing 	<ul style="list-style-type: none"> * Unlinked forms returned to DCC to be resolved through orphan form matching process
Data Assurance 	<ul style="list-style-type: none"> * 2016 Census response rates to be confronted against 2011 Census response rates at all geographic levels to identify unusual shifts in response patterns. * CSW entry for all non-responding dwellings to be reviewed to identify invalid or unoccupied dwellings that have been incorrectly classified. * Unsubmitted online Census forms to be reviewed to determine which records, if any, should be included. * Blank form returns to be reviewed to determine dwelling validity * Unresolved orphan forms to be investigated and match attempted
Control Effectiveness Rating	
GOOD	
Residual Risk Assessment	
<i>Likelihood</i>	<i>Consequence</i>

3 Possible	2 Minor
Residual Risk Rating	
6 Moderate	

3. Risk Management Approach
Control Critical

Version Control

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Risk Management Plan - 2016 Census Program

Risk Area: D - Incorrect determination of occupancy

Census Risk Reference	4
Risk ID	4
Risk Category	Statistical
Risk Area	D - Incorrect determination of occupancy

This management plan describes the risk, controls and proposed treatments for a risk on the 2016 Census Program Risk Register. The plan is maintained by the Risk Manager and approved for inclusion into the 2016 Census Program Risk Register by the Program Manager.

Ratings are derived using the *ABS Risk Assessment Matrix (see Tab A)*, the *Control Effectiveness Rating Table (see Tab B)* and the *Risk Action Matrix (see Tab C)*. It should be read in conjunction with the Guide to Project Risk in the ABS.

1. Risk description and inherent risk rating	
Description of risk	
Ability to accurately determine Census night dwelling occupancy	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	TBC
Sources of risk	
Mail out enumeration model: Contact attempted later after Census night Mail out enumeration model: Reduced contact with reliable sources Changes to systems and procedures: New occupancy determination procedures	
Risk impacts	
<i>Census data impacts</i>	Inaccurate occupancy determination is unlikely to significantly affect overall dwelling counts, however improvised dwellings or dwellings in caravan parks/marinas will not be included in count if they are determined to be unoccupied. Inaccurate occupancy determination also diminishes the certainty with which the Census program can measure other key quality indicators, such as dwelling and person response rates, as the denominator for these calculations excludes unoccupied dwellings.
<i>Statistical products and outcomes impacts</i>	* Estimated Resident Population Widespread inaccuracies in occupancy determination are expected to be identified and adjusted for through PES, so should not impact on the total number of persons derived for the Estimated Resident Population. However, if non-response or coverage measures are impacted by inaccurate occupancy determinations, this could decrease the certainty around PES adjustments, and result in a higher degree of uncertainty for the estimates of the residential population. This may cause some concern for expert data users and potentially expose the ABS to the risk of being challenged on the reliability of its statistics. Any statistical impact on ERP resulting from non-response will have subsequent impacts on all population estimates and projections, including for Aboriginal and Torres Strait Islander peoples.
Assessment of inherent risk	
<i>Likelihood</i>	<i>Consequence</i>
5 Almost Certain	3 Moderate
Inherent risk rating	
15 High	

2. Controls and residual risk rating	
Planned controls and responsible Director	
Address Register ██████████	N/A
Census Frame Management ██████████	0

Workload Review [Redacted]	0		
Adaptive Variations [Redacted]	* Areas with historically low occupancy rates identified to be targeted with AV		
RMU activities [Redacted]	* RMUs to identify areas with very high or low anticipated occupancy and apply appropriate processes.		
Census Inquiry Service [Redacted]	* CIS agents to set unit status to unoccupied if notified by caller that no one was home on Census night. * TBC: Email response. Current response to NAH emails before Census night instructs residents to complete form online.		
Comms & PR [Redacted]	* Online help to direct residents to contact CIS if they are not home on Census night		
MO Field Staff procedures (Visit phase) [Redacted]	* MO FOs confirm occupancy of each non-responding private dwelling during Visit Phase. * FOs to select from eight outcomes to determine occupancy * FOs to provide mandatory comments where occupancy determination is not decisive (ie, if outcome 'Yes, looks occupied' or 'No, looks unoccupied' is selected) and for certain unoccupied statuses ('No, holiday house' and 'No, empty dwelling, no furniture')		
Monitoring activities [Redacted]	* Monitoring of occupancy to be conducted during relevant phases. * Consideration to be given to source of occupancy determination when identifying potential issues.		
Responsive Treatments [Redacted]	While RTs are intended to address response issue, occupancy indicators are likely to be improved as a bi-product of applying RTs to areas with high non-response.		
Processing [Redacted]	* Processing to derive DWTD = 1 (occupied) or 2 (unoccupied) for each private dwelling based on occupancy outcomes and status from EMI. * Where occupancy status is not set in EMI, coding staff to review comments and outcome history to determine DWTD. * TBC: Where insufficient information is available to determine occupancy, dwellings will be set to DWTD = 1.		
Data Assurance [Redacted]	* 2016 Census occupancy rates to be confronted with 2011 Census occupancy rates at all geographic levels to identify unusual shifts. * Unsubmitted online Census forms to be reviewed to potentially inform occupancy determination or confirmation. * Blank form returns to be reviewed to determine dwelling occupancy * Some occupancy issues expected to be resolved as biproduct of non-response investigation and resolution		
Control Effectiveness Rating <div style="text-align: center; background-color: green; color: white; padding: 5px;">GOOD</div>			
Residual Risk Assessment <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;"><i>Likelihood</i></td> <td style="width: 50%; padding: 2px;"><i>Consequence</i></td> </tr> </table>		<i>Likelihood</i>	<i>Consequence</i>
<i>Likelihood</i>	<i>Consequence</i>		

4 Likely	2 Minor
Residual Risk Rating	
8 Moderate	

3. Risk Management Approach
Control Critical

Version Control

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Risk Management Plan - 2016 Census Program

Risk Area: E - Data Quality

Census Risk Reference	0
Risk ID	5
Risk Category	Statistical
Risk Area	E - Data Quality

This management plan describes the risk, controls and proposed treatments for a risk on the 2016 Census Program Risk Register. The plan is maintained by the Risk Manager and approved for inclusion into the 2016 Census Program Risk Register by the Program Manager.

Ratings are derived using the *ABS Risk Assessment Matrix (see Tab A)*, the *Control Effectiveness Rating Table (see Tab B)* and the *Risk Action Matrix (see Tab C)*. It should be read in conjunction with the Guide to Project Risk in the ABS.

1. Risk description and inherent risk rating	
Description of risk	
Ability to maintain a comparable standard of quality and explain time series changes	
Risk management and reporting responsibilities	
<i>Risk Owner</i>	Duncan Young - Program Manager, 2016 Census
<i>Risk Manager</i>	TBC
Sources of risk	
Mail out enumeration model: Longer enumeration period and resulting data degradation Digital Census: Modal shift to majority online returns Significant changes to Census questions and supporting information	
Risk impacts	
<i>Census data impacts</i>	In addition to data quality impacts associated with other areas of statistical risk, changes to question wording, mode of collection, processes or society have the potential to create unusual time series shifts and incoherent data. Some topics anticipated to be affected include: Religion, Dwelling Structure and those with a temporal element that may be impacted by the longer enumeration period. Proclivity to report Name and/or Date of Birth may also be affected by privacy concerns arising from changes to retention policies.
<i>Statistical products and outcomes impacts</i>	Analytical products that draw on Census data may potentially be affected if the quality of certain topics declines.
Assessment of inherent risk	
<i>Likelihood</i>	<i>Consequence</i>
3 Possible	3 Moderate
Inherent risk rating	
9 Moderate	

2. Controls and residual risk rating	
Planned controls and responsible Director	
Address Register ██████████	* Data items on AR to be updated from 2016 Census final dataset
Census Frame Management ██████████	N/A

Workload Review [Redacted]	N/A
Adaptive Variations [Redacted]	N/A
RMU activities [Redacted]	N/A
Census Inquiry Service [Redacted]	CIS to answer queries and provide information to support respondents to complete Census form accurately and completely.
Comms & PR [Redacted]	Online help to support respondents to complete Census form accurately and completely.
MO Field Staff procedures (Visit phase) [Redacted]	FOs to provide information or direct resident to access online help and/or contact CIS to resolve questions or issues regarding form completion.
Monitoring activities [Redacted]	N/A
Responsive Treatments [Redacted]	N/A
Processing [Redacted]	All capture, coding and processing to be subject to quality checks to reduce introduced error.
Data Assurance [Redacted]	Intercensal checks for all data items to identify unusual trends. Identified errors to be amended where possible.
Control Effectiveness Rating	
GOOD	
Residual Risk Assessment	
<i>Likelihood</i>	<i>Consequence</i>

3 Possible	2 Minor
Residual Risk Rating	
6 Moderate	

3. Risk Management Approach	
Control Critical	

Version Control

Document Control			
<i>Author</i>	██████████	<i>Approver</i>	
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Attachment 4



COMMONWEALTH OF AUSTRALIA

represented by the

AUSTRALIAN BUREAU OF STATISTICS

Request for Tender

for

eForms Solution for the 2016 Census

ABS2014.105

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SECTION 1 – ADMINISTRATIVE DETAILS

1 Purpose of Request for Tender (RFT)

- 1.1 The **Australian Bureau of Statistics** (ABS) is Australia's official statistical agency. It provides statistics on a wide range of economic and social matters, covering government, business and the Australian population in general. Further information about the ABS is available at <http://www.abs.gov.au>.
- 1.2 The **Commonwealth Government of Australia** (Commonwealth) represented by the Australian Bureau of Statistics (ABS) is seeking offers for provision of services to support the current ABS eCensus solution.
- 1.3 The ABS is seeking to contract for an initial period of two (2) years. The ABS may extend the Contract for further period of up to one (1) year in the aggregate. The anticipated total contract period, including any possible extensions, is three (3) years.
- 1.4 ABS encourages the supplier to submit and/or develop open source software for this tender. When responding to this tender, the supplier must demonstrate a willingness to actively consider open source software throughout all stages of procurement, solution design and implementation in order to produce a product that demonstrates value for money and is fit for purpose. This may include incorporating open source software components together with proprietary software components.

2 Tender Closing Time

- 2.1 The Tender Closing Time is 2:00 pm local time in Canberra on Thursday, 22 August 2014. Tender documents must be submitted via email to procurement@abs.gov.au.
- 2.2 The ABS Contact Officer for inquiries regarding the eCensus Solution is Helen Robson on telephone 02 6252 7956 or email helen.robson@abs.gov.au and for enquiries regarding the Contract it is [REDACTED] on telephone [REDACTED] or email [REDACTED] (see clause 6.1 of Section 3 – Conditions of Tender).
- 2.3 Tenders are to remain open for at least six (6) months after the Tender Closing Time (see clause 15.1 of Section 3 – Conditions of Tender).

3 Evaluation Criteria

- 3.1 The following Evaluation Criteria form the basis of the tender evaluation and are not listed in any particular order of importance (see clause 22 of Section 3 – Conditions of Tender):
- Tenderer's ability to comply with the Statement of Requirement
 - Tenderer's experience in the management of similar activities, in accordance with agreed timeframes
 - Tenderer's management capability and key personnel
 - Tenderer's performance – Corporate Social Responsibility and Sustainable Procurement
 - Tenderer's proposal to optimize the use of open source software
 - Degree of compliance with terms of the Draft Contract.

- Price and payment arrangements over the whole life of the agreement (including initial price, price adjustment basis, warranty, support, maintenance, installation costs, payment terms, discounts, warranty costs, extended maintenance costs, volume discounts) and the total cost to the ABS of implementing and supporting the proposed solution, including consideration of any financial risks involved in contract terms (i.e liability caps or other limitations on liability)

3.2 If additional criteria are intended to be applied for purposes of evaluation, the ABS will notify tenderers of the additional criteria to be applied. Tenderers will be given an opportunity to respond.

4 Minimum Content and Format Requirements

4.1 There are no minimum content and format requirements for this RFT.

4.2 Subject to clause 12.4 of Section 3, the ABS will exclude a tender from further consideration if the ABS considers that the tender does not comply with the following requirements:

- (a) The tender and all supporting material must be written in English and all measurements must be in Australian units of measurement (refer to clause 16 of Section 3); and
- (b) The tender includes a completed and signed 'Declaration by Tenderer' using the form included at Attachment B.

5 Conditions for Participation

5.1 There are no conditions for participation for this RFT.

5.2 Only tenders from entities or individuals directly invited by the ABS will be considered.

6 Essential Requirements

6.1 There are no essential requirements for participation for this RFT.

6.1 The ABS will exclude a tender from further consideration if the ABS considers that the tender does not comply with an essential requirement identified in the detailed Statement of Requirement (refer Section 2).

7. Centralised Procurement

7.1. The Tenderer should note that it is Commonwealth policy to establish coordinated procurement system contracting arrangements for the delivery and/or acquisition of certain goods and services by or to Commonwealth departments and agencies, where it can be established that the centralised procurement of those goods and services could deliver savings to the Commonwealth.

- 7.2 The process of identifying such goods and services is currently underway. It is therefore possible that the procurement may become subject to a coordinated procurement contracting arrangement:
- (a) before the Tender Closing Time for this RFT;
 - (b) after the Tender Closing Time but before a contract is signed with the successful tenderer(s); or
 - (c) during the period of any contract entered into as a result of this RFT.
- 7.3 If clauses 7.2(a) or 7.2(b) applies, the ABS may terminate the RFT process and not proceed to enter any contract as a result of this RFT. If clause 7.2(c) applies, the ABS may exercise its right under any contract entered into with the successful tenderer to terminate any such contract for convenience in accordance with the terms of that contract.

SECTION 2 – STATEMENT OF REQUIREMENT



ABS2014.105 2016
eCensus SOR 25 July

SECTION 3 – CONDITIONS OF TENDER

1 Structure of this RFT

- 1.1 The Request for Tender (RFT) invites tenders for the provision of the goods or services set out in Section 1 and Section 2 of the RFT.
- 1.2 The RFT comprises the following:
- (a) Administrative Details – Section 1;
 - (b) Statement of Requirement - Section 2;
 - (c) Conditions of Tender - Section 3;
 - (d) Draft Contract - Section 4;
 - (e) Tenderer's Response – Section 5;
 - (f) Price and Payment Schedule – Section 6; and
 - (g) Attachments.

2 Interpretation

- 2.1 Unless a contrary intention is indicated, the RFT is interpreted in the same manner, and its terms have the same meaning, as in the Draft Contract in Section 4.
- 2.2 In the Conditions of Tender (unless the context otherwise requires) a reference to a Section is a reference to a Section of the RFT and a reference to an Attachment is reference to an Attachment of the RFT.

3 Inconsistency

- 3.1 If there is any inconsistency between any sections of the RFT, the following order of precedence applies:
- (a) Tender Conditions - Section 3;
 - (b) Administrative Details - Section 1;
 - (c) Draft Contract - Section 4;
 - (d) Statement of Requirement - Section 2; and
 - (e) Other parts of this RFT or documents incorporated by reference,
- so that the provision in the higher ranked section, to the extent of the inconsistency, shall prevail.

4 Variation of the RFT

- 4.1 The ABS may vary or amend the RFT or the RFT process at any time. If the ABS does so prior to the Tender Closing Time, the ABS will issue a formal notice to the RFT via email.

5 Termination of RFT

- 5.1 The ABS may terminate the tender process at any time if it considers that it is not in the public interest to proceed.

6 Contact Officer for RFT Enquiries

- 6.1 Tenderers must direct any questions during the preparation of a tender response to the RFT to the ABS Contact Officer set out in clause 2 of Section 1 - Administrative Details. All such inquiries are to be in writing, preferably by e-mail.
- 6.2 The ABS may not respond to any queries received after COB 15 August 2014.

7 Copies of Tenders

- 7.1 The ABS may make such copies of the tender documentation as it requires for the purposes of the RFT process and negotiating any resultant contract.

8 Lodgement of Tenders

- 8.1 The Tender Closing Time and date for lodgement of tenders is set out in clause 2 of Section 1 - Administrative Details.
- 8.2 Should the tenderer become aware of any discrepancy, error or omission in their tender document submitted, and wish to lodge a correction or additional information, that material is to be in writing and lodged prior to the Tender Closing Time.

9 Electronic Lodgement

- 9.1 The Tender must be lodged electronically via email address provided in Section 2.1 before the Tender Closing Time and in accordance with the tender lodgement procedures set out in this Section 2.
- 9.2 The ABS Declaration Form at Attachment B is to be signed, scanned and submitted as a PDF file with the RFT.
- 9.3 If the Tender is lodged by any other means, including by hand or facsimile, it will not be considered.

Tender closing time and date

- 9.15 The Tender must be lodged before the Tender Closing Time.
- 9.16 The judgement of the ABS as to the time a tender has been lodged will be final.
- 9.17 The ABS may extend the Tender Closing Time, and will issue an addendum notifying any decision to extend.

Preparing to Lodge a Tender

Virus Checking

- 9.19 In submitting their tender electronically, the tenderer warrants that they have taken reasonable steps to ensure that tender response files are free of viruses, worms or other disabling features which may the ABS computing environment.

Tender File Formats, Naming Conventions and Sizes

- 9.20 The Tenderer must lodge their tender in accordance with the requirements set out in clauses 9.21 –9.27of this Section 3, for file format/s, naming conventions and file sizes. Failure to comply with any or all of these requirements may result in the tender not uploading successfully and/or may eliminate the tender from consideration.
- 9.21 The ABS will accept the tender lodged in Open Office, Microsoft Word, Microsoft Excel, or PDF file formats.
- 9.22 The tender file name/s should:
- (a) incorporate the tenderer’s company name;
 - (b) reflect the various parts of the tender they represent, where the tender comprises multiple files;
 - (c) not include spaces, non-alpha/numeric characters and symbols; and
 - (d) not exceed 100 characters.
- 9.23 Tender files:
- (a) must not exceed a combined file size of 5 megabytes per upload;
 - (b) should be uploaded from a high level directory on a tenderer’s desktop, so as not to impede the upload process; and
 - (c) should be zipped (compressed) together for transmission to the ABS.
- 9.24 The ABS will accept up to a maximum of five files in any one upload of a tender. Each upload should not exceed the combined file size limit of 5 megabytes. If an upload would otherwise exceed 5 megabytes, the tenderer should either:
- (a) transmit the tender files as a compressed (zip) file not exceeding 5 megabytes; and/or
 - (b) lodge the tender in multiple uploads ensuring that each upload does not exceed 5 megabytes and clearly identify each upload as part of the tender.
- 9.25 If a tender consists of multiple uploads, due to the number of files or file size, tenderers should ensure that transmission of all files is completed before the Tender Closing Time.
- 9.26 Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

Scanned or Imaged Material, Including Statutory Declarations

- 9.27 Scanned images of signed and/or initialled pages within the tender, including the Declaration by Tenderer providing a Submission in Response to this

RFT(Tenderer's Declaration) included at Attachment B and where required statutory declarations and deeds of confidentiality, where they are required, are permitted so long as the total file size does not exceed the 5 megabyte limit.

- 9.28 In the event that clarification is required, the tenderer may be required to courier or security posts the originals of the signature and/or initialled pages to the ABS at the address and time specified by the ABS.
- 9.29 The Tenderer must allow sufficient time for tender lodgement, including time that may be required for any problem analysis and resolution prior to the Tender Closing Time.

Late Tenders, Incomplete Tenders and Corrupted Files

- 9.30 Any attempt to lodge a tender after the Tender Closing Time will not be accepted by the ABS. Such a tender will be deemed to be a Late Tender.

Proof of Lodgement

- 9.31 The ABS will provide confirmation of tender receipt by email.

10 Extension of Deadline

- 10.1 The Tender Closing Time may be extended only by written notice from the ABS.

11 Late Tender Policy

- 11.1 Any tender lodged after the Tender Closing Time will be deemed late.
- 11.2 Subject to clause 11.3, the ABS will not admit a late tender to evaluation.
- 11.3 The ABS will admit to evaluation any tender that was received late solely due to mishandling by the ABS.

12 Alterations, Erasures or Illegibility

- 12.1 The Tenderer should ensure that any alterations or erasures made to a tender are clearly identified, and, where appropriate, initialled. Any alteration or erasure made to a tender that is not clearly identified may result in the tender being excluded from consideration.
- 12.2 A tender in which prices are not clearly and legibly stated may be excluded from consideration.
- 12.3 The Tenderer should immediately notify the ABS Contact Officer in writing on or before the Tender Closing Time or if that is not possible, as soon as reasonably practicable thereafter, if a tenderer reasonably believes that there is a discrepancy, error, ambiguity, inconsistency or omission in the RFT.
- 12.4 If the ABS considers that there are unintentional errors of form in a tender, the ABS may request the tenderer to correct or clarify the error, but will not permit any material alteration or addition to the tender.

13 Clarification

- 13.1 During the evaluation of tenders, the ABS may seek clarification from, and enter into discussion with the tenderer in relation to their tender. This clarification or discussion may involve attendance at the tenderers' premises by nominated ABS officers to inspect facilities and equipment.

14 Supporting Material

- 14.1 Supporting material is material additional to the tender which elaborates or clarifies the tender but which does not alter it in any material respect.
- 14.2 Supporting material may be provided on the initiative of the tenderer or at the request of the ABS. If it is to be provided on the initiative of the tenderer, the tenderer's intention to submit supporting material should be clearly stated in the tender and submitted prior to the Tender Closing Time.
- 14.3 Material presented as supporting material which, in the opinion of the ABS, materially alters the tender, will not be considered.
- 14.4 Supporting material should be submitted with the tender via email.

15 Tender Validity Period

- 15.1 The ABS requires that the tender submitted in response to the RFT remain open, after the closing time and date, for acceptance for the period set out in clause 2 of Section 1 - Administrative Details.

16 Language

- 16.1 The tender and all supporting material must be written in English and all measurements are to be in Australian units of measurement.

17 Tenderer's Response

- 17.1 The Tenderer should:
- (a) provide the information sought in Section 5 to a sufficient level of detail to enable evaluation by the ABS of the tender offered by the tenderer; and
 - (b) indicate their level of compliance with the Draft Contract. For this purpose, tenderers should complete the Statement of Compliance as set out in Attachment A.

18 Tenderer Profile

- 18.1 The Tenderer is to provide sufficient information to enable the ABS to clearly identify the entity with whom any resultant contract may be executed. For this purpose tenderers should provide the information requested in Section 5 – Tenderer's Response.

19 Declaration by Tenderer

- 19.1 The Tenderer must complete the 'Declaration by Tenderer' form included at Attachment B.

20 Tenderer to Inform Themselves and Disclaimer

- 20.1 The Tenderer is deemed to have:
- (a) examined the RFT, including any variations and addenda to the RFT, any documents referred to in the RFT, and any other information made available in writing by the ABS to the tenderer for the purpose of tendering;
 - (b) examined all further information which is obtained by the making of reasonable enquiries relevant to the risks, contingencies, and other circumstances having an effect on their tender; and
 - (c) satisfied themselves as to the correctness and sufficiency of their tenders including tendered prices;
 - (d) made their own independent assessments of actual workload requirements under any resultant contract and all prices will be presumed by the ABS to have been based upon tenderer's own independent assessments;
 - (e) satisfied themselves as to the terms and conditions of the Draft Contract and their ability to comply with the Draft Contract, subject to their responses to the Statement of Compliance in Attachment A; and
- 20.2 In preparing the tender, the tenderer must not rely on:
- (a) any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending the RFT other than in accordance with clause 4.1;
 - (b) any warranty or representation made by or on behalf of the ABS, except as are expressly provided for in the RFT, but they have relied entirely on their own enquiries and inspection in respect of the subject of their tender.
- 20.3 The ABS will not be responsible for any costs or expenses incurred by the tenderer in complying with the requirements of the RFT or negotiating any subsequent contract.
- 20.4 The RFT is an invitation to treat and is not to be taken or relied upon as an offer capable of acceptance by any person or as creating any form of contractual (including a process contract), quasi contractual, restitution or promissory estoppel rights, or rights based on similar legal or equitable grounds.
- 20.5 The ABS will not be liable to the tenderer on the basis of any contract or other undertaking (including any form of contractual, quasi contractual or restitutionary grounds or promissory estoppel rights or rights based on similar legal or equitable grounds) whatsoever or in negligence as a consequence of any matter relating or incidental to the RFT or a tenderer's participation in the RFT process including instances where:
- (a) a tenderer is not invited to participate in any subsequent process as part of or following completion of the RFT process;

- (b) the ABS varies the RFT process;
- (c) the ABS decides to terminate the RFT process or not to contract for all or any of the requirements; or
- (d) the ABS exercises or fails to exercise any of its other rights under or in relation to the RFT.

21 Ownership of Tender Documents

- 21.1 The tender will become the property of the ABS upon submission.
- 21.2 The Tenderer should note that the ABS may provide tender documentation or any part of a tender to a third party for the purposes of assisting the ABS in tender evaluation and the preparation of any subsequent contract.
- 21.3 Notwithstanding clause 21.1 and without prejudice to anything agreed in any resultant contract, ownership of intellectual property in the information contained in a tender remains unchanged.
- 21.4 However, the ABS may use any material contained in the tender, or otherwise provided by the tenderer, for the purposes of the RFT process and the preparation of any resultant contract.

22 Evaluation of Tenders

- 22.1 Following the Tender Closing Time, the tender will be evaluated to identify the tender that represents the best value for money as assessed by the ABS on the basis of the evaluation criteria set out in clause 3 of Section 1.
- 22.2 ABS will screen the tender received for completeness, unintentional errors of form, clarity and compliance with the RFT.
- 22.3 The ABS may at any time reject the tender from consideration, if the ABS considers that:
 - (a) the tender is incomplete;
 - (b) prices are not clearly and legibly stated;
 - (c) the tender does not comply with the RFT;
 - (d) the tender is clearly not competitive;
 - (e) the tender is rated unsuitable or unsatisfactory against one or more of the Evaluation Criteria; or
 - (f) the tender includes electronic files that cannot be read or decrypted by the ABS.
- 22.4 The Tenderer should ensure that the tender specifically responds to every item and condition identified in Section 5 - Tenderer's Response. The tender should be structured in the order in which the clauses appear in Section 5, with identical clause numbering etc. The tender should be clear and precise and should refer, where appropriate, to page or paragraph numbers in manuals or documentation which form part of the tender. Where a tenderer has not responded to all items in Section 5 – Tenderer's Response and Section 6 - Price and Payment Schedule the ABS may exclude the tender from further evaluation.

- 22.5 If the ABS elects to contract with the tenderer to the RFT, the contract will be in the form of the Draft Contract at Section 4 of this RFT. The Tenderer should note that any variation proposed by the tenderer to the Draft Contract may adversely affect the evaluation of their tender. The suggested inclusion by the tenderer of its own standard terms and conditions as part of its tender is done at the tenderer's own risk.
- 22.6 If the tenderer is acting as an agent for another entity, it should note that the inclusion of a third party's terms and conditions in the Draft Contract, or a substitution for the Draft Contract will be treated as non-compliance with the Draft Contract and this may adversely affect the evaluation of its tender. The suggested inclusion by a tenderer of a third party's terms and conditions, as part of its tender, is done at the tenderer's own risk. It is recommended that tenderers liaise with any third parties for whom they are acting as an agent and ensure agreement with the Draft Contract prior to submission of its tender.
- 22.7 The ABS may at any time seek references from referees nominated by the tenderer or from any other person the ABS considers appropriate.

23 Insurance

- 23.1 Where requested, the tenderer should provide details of insurance cover held, including proof of currency, the amount of cover, the name of the insurer and the renewal date. The Tenderer should note that the ABS may require the successful tenderer to take out additional insurance for the purposes of the contract.

24 Alternative Tenders

- 24.1 The ABS may consider a tender that does not fully conform with this RFT ('Alternative Tender') if:
- (a) the tenderer also lodges a tender that conforms with this RFT; and
 - (b) the Alternative Tender:
 - proposes a solution that satisfies the functionality of the goods/services required under this RFT, including any identified essential requirements;
 - separately identifies in detail the proposed alternative approach and solution;
 - clearly specifies each instance of change (including the effect of the change on the tendered price); and
 - clearly states the reasons for each instance of change and how the change is more beneficial to the ABS than the approach specified in the RFT.
- 24.2 Failure to provide the information requested in clause 24.1 may result in the ABS not considering the Alternative Tender.

25 Part Tenders

- 25.1 The ABS will not consider tenders for only part of the goods or services.

26 Joint Tenders

- 26.1 The ABS will not consider joint tenders.
- 26.2 Tenders from a single tendering legal entity with significant subcontractors are permitted.

27 Tender Prices

- 27.1 Pricing specified in a tender is to identify all costs including GST (as defined in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) as a separate and distinct cost in the pricing tables in Section 6 – Price and Payment Schedule.
- 27.2 Prices should be tendered in accordance with the format of the Price and Payment Schedule - Section 6.
- 27.3 The submitted tender is to identify the price of each item of the goods or services provided and any GST amount as a separate amount against each item offered.
- 27.4 The Tender should set out the pricing to incorporate whole of life costs to be calculated, including any arrangements for adjustments over the life of the contract. Tenders which include negotiation as a basis for future price adjustments may be excluded from further consideration.
- 27.5 Tendered prices should not vary according to the mode of payment.
- 27.6 The ABS may exclude the tender if the pricing is not set out in accordance with this clause 27.
- 27.7 All pricing is to be inclusive of delivery, freight and transit insurance charges.

28 Compliance with policies

- 28.1 The Tenderer is considered to have familiarised themselves with all relevant Commonwealth legislation and policies relating to the RFT process and the provision of the Services including:
- (a) the small and medium enterprises (SME) policy under which the Australian Government is committed to Commonwealth agencies sourcing at least 10% of the value of their purchases from SMEs;
 - (b) Division 137.1 of the *Criminal Code* which makes it an offence to knowingly provide false or misleading information to a Commonwealth entity;
 - (c) the *Freedom of Information Act 1982* (Cth) which gives members of the public rights of access to certain documents of the Commonwealth;
 - (d) the *Auditor-General Act 1997* (Cth) which allows the Auditor-General to conduct a review or examination, at any time, of any aspect of the operations of Australian Government agencies;
 - (e) the *Ombudsman Act 1976* (Cth) which authorises the Ombudsman to investigate the administrative actions of Australian Government departments and agencies and to investigate the actions of certain Australian Government contractors; and

- (f) the *Privacy Act 1988 (Cth)* which aims to ensure that contractors and their subcontractors do not engage in an act or practice that would breach the Information Privacy Principles if done by the Commonwealth. The Privacy Act also imposes obligations directly on contractors and subcontractors to comply with the National Privacy Principles; and
- (g) the *Work Health and Safety Act 2011 (Cth)* which requires a person conducting a business or undertaking to ensure the health and safety of all workers.

28.2 The ABS will not enter into a contract with a tenderer:

- (a) that has been named in Parliament as not complying with the *Equal Opportunity for Women in the Workplace Act 1999 (Cth)*; or
- (b) who is subject to a judicial decision against them relating to employee entitlements, not including decisions under appeal, and have not paid the claim.

28.3 The Tenderer should be aware of the obligations under the Charter of United Nations (Dealing with Assets) Regulations 2008. These laws require any person who holds assets or funds belonging to a person or organisation on the list of persons and entities designated as terrorists to immediately freeze those assets. It is an offence to make any funds or assets available to a person or organisation on the list. The list and more information are available at http://www.dfat.gov.au/un/unsc_sanctions/. The ABS will not enter into a contract with a person or organisation on the list.

28.4 The ABS will not enter into a contract with providers engaging illegal workers. For more information refer to 'A Guide on Work Rights' available at: <http://www.immi.gov.au/media/publications/compliance/guide-on-work-rights/index.htm>

28.5 The Tenderer should note that the Australian Government Fair Work Principles apply to this procurement. More information on the Fair Work Principles and their associated User Guide can be found at <http://www.deewr.gov.au/WorkplaceRelations/Policies/FairWorkPrinciples/Pages/Publications.aspx>.

28.6 The ABS will not enter into a contract with a tenderer who:

- (a) fails, when required by the ABS, to confirm it understands and complies with all relevant workplace relations law, occupational health and safety law or workers' compensation law;
- (b) is subject to any Court or Tribunal decisions relating to a breach of workplace relations law, occupational health and safety law or workers' compensation law with which the tenderer has not fully complied or is not fully complying;
- (c) has a *Fair Work Act 2009* agreement that was made on or after 1 January 2010 that does not include genuine dispute resolution procedures;
- (d) fails to provide information when requested by the ABS relevant to their compliance with the Fair Work Principles.

28.7 For the purposes of paragraph 28.6:

-
- (a) a genuine dispute resolution procedure is one which provides each of the following processes to resolve workplace disputes:
 - i. the ability for employees to appoint a representative in relation to the dispute;
 - ii. in the first instance, procedures to resolve the dispute at the workplace level;
 - iii. if a dispute is not resolved at the workplace level, the capacity for a party to the dispute to refer the matter to an independent third party for mediation or conciliation; and
 - iv. if the dispute is still not resolved, the capacity for an independent third party to settle the dispute via a decision binding on the parties; and
 - (b) a decision or order with which the tenderer has not fully complied or is not fully complying includes any relevant penalty or order of a Court or Tribunal, but it does not extend to infringement notices issued by workplace inspectors or a provisional improvement notice issued by an occupation health and safety inspector, or those instances where a penalty or a requirement has been imposed but the period for payment/compliance has not expired.

29 The ABS's confidential information

- 29.1 The Tenderer must not, and must ensure that their employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the ABS, the Commonwealth or a third party acquired or obtained in the course of preparing a tender, or any documents, data or information provided by the ABS and which the ABS indicates to tenderers is confidential or which tenderers know or ought reasonably to know is confidential.
- 29.2 The ABS may require that all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to tenderers) provided to tenderers (and all copies of such information made by tenderers) be:
 - (a) returned to the ABS - in which case tenderers will be required to promptly return all such information to the address identified by the ABS; or
 - (b) destroyed by tenderers - in which case tenderers will be required to promptly destroy all such information and provide the ABS with written certification that the information has been destroyed.
- 29.3 The ABS may exclude from further consideration any tender lodged by a tenderer who has engaged in any behaviour contrary to this clause 29.

30 Tenderer's confidential information

- 30.1 Subject to clauses 30.2 and 30.3, the ABS will treat as confidential the tender submitted by the tenderer in connection with the RFT.

- 30.2 The ABS will not be taken to have breached any obligation to keep information provided by tenderer confidential to the extent that the information:
- (a) is disclosed by the ABS to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant contract;
 - (b) is disclosed to the ABS's internal management personnel, solely to enable effective management or auditing of the RFT process;
 - (c) is disclosed by the ABS to the responsible Minister;
 - (d) is disclosed by the ABS in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (e) is shared by the ABS within the ABS's organisation, or with another Commonwealth agency, where this serves the Commonwealth's legitimate interests;
 - (f) is authorised or required by law to be disclosed; or
 - (g) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.
- 30.3 The ABS will only keep information contained in, or obtained or generated in performing, any contract entered into with the successful tenderer, including any information sourced from the successful tenderer's tender, confidential in accordance with the terms of the contract. The Tenderer should include in the Statement of Compliance at Attachment A, any request for such information to be treated as confidential following the award of contract to it. Further information on the Commonwealth's confidentiality policy is available at <http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html>.

31 Execution of Formal Agreement

- 31.1 The ABS may:
- (a) use any relevant information obtained in relation to a tender (provided in the tender itself, otherwise through the RFT or by independent inquiry) in the evaluation of tenders;
 - (b) seek clarification or additional information from any tenderer for the purposes of tender evaluation;
 - (c) shortlist one or more tenderers and seek further information from them;
 - (d) enter into negotiations or discussions with one or more tenderers; or
 - (e) discontinue negotiations or discussions with a tenderer, whether or not the tenderer has been notified that it is the preferred tenderer.
- 31.2 The tender shall not be deemed to have been accepted until a formal written contract has been executed between the tenderer and the ABS, and notification from the ABS to any tenderer that it is a preferred, selected or successful tenderer will not constitute an acceptance or rejection of any tender.

32 Ethical Dealing

- 32.1 The Tender must be compiled without improper assistance of current or former officers, employees, contractors or agents of the ABS and without the use of information improperly obtained or in breach of an obligation of confidentiality (including any obligation referred to in clause 29).
- 32.2 The Tenderer must not:
- (a) engage in misleading or deceptive conduct in relation to their tenders or the RFT process;
 - (b) engage in any collusive bidding, anti-competitive conduct or any unlawful or unethical conduct with any other tenderer or any other person in connection with the preparation of their tenders or the RFT process;
 - (c) attempt to solicit information from or influence improperly any current or former officer, employee, contractor or agent of the ABS, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process;
 - (d) engage in, or procure or encourage others to engage in, activity that would result in a breach the Lobbying Code of Conduct and APSC Circular 2008/4 Requirements relating to the Lobbying Code of Conduct and post separation contact with Government; or
 - (e) otherwise act in an unethical or improper manner or contrary to any law.
- 32.3 The ABS may exclude from consideration the tender lodged by the tenderer that has engaged in any behaviour contrary to this clause 32. In addition, the ABS may refer the matter to relevant Commonwealth, State or Territory authorities. This right is in addition to any other remedies the ABS may have under law or in any contract with a successful tenderer.

33 Conflicts of Interest

- 33.1 The Tenderer should represent and declare whether, at the time of lodging their tender, a conflict of interest concerning itself or a related entity exists, or might arise during the term of the contract or in relation to the tender.
- 33.2 A conflict of interest means any matter, circumstance, interest, or activity affecting the tenderer (including the officers, employees, agents and subcontractors of the tenderer) which may or may appear to impair the ability of the tenderer to perform the contract diligently and independently.
- 33.3 A conflict of interest may exist if:
- (a) the tenderer or any of their personnel have a relationship (whether professional, commercial or personal) with the ABS personnel involved in the evaluation of tenders; or
 - (b) the tenderer have a relationship with, and obligations to, an organisation which would affect the performance of the contract or would bring disrepute to or embarrass the ABS.

- 33.4 If at any time prior to entering into the contract, an actual or potential conflict of interest concerning itself or a related entity arises or may arise for any tenderer, that tenderer should immediately notify the ABS Contact Officer.
- 33.5 If a conflict of interest arises, the ABS may:
- (a) exclude the tender from further consideration;
 - (b) enter into discussions to seek to resolve the conflict of interest; or
 - (c) take any other action it considers appropriate.

34 Governing Law

- 34.1 The RFT is construed in accordance with the laws of the Australian Capital Territory.
- 34.2 The parties submit to the jurisdiction of the courts of the Australian Capital Territory.

SECTION 4 – DRAFT CONDITIONS OF CONTRACT



ABS2014.105
eCensus draft Contra

SECTION 5 – TENDERER’S RESPONSE

Tenderers should respond to each item set out in this Section 5. The response should use the same numbering system. If a tenderer cannot provide any of the information requested, they should indicate this against the relevant item.

As information provided in this Section will be used to evaluate tenders, an erroneous or incomplete response may mean that the ABS is not able to conduct a complete evaluation of the offer. Accordingly, if tenderers have any doubt as to the intent of information sought by ABS in the RFT, clarification should be sought from the ABS Contact Officer (refer Section 3 clause 6).

1 Company Information

Q	Company name Australian Company Number/Australian Registered Business Number and Australian Business Number.
Answer	
Q	Location of the tenderer's company/business head office.
Answer	
Q	Location of the office where this contract will be administered.
Answer	
Q	Name and position of the person who will be responsible for executing the contract.
Answer	
Q	Principal contact person for the tender, including telephone number, facsimile and e-mail address.
Answer	
Q	If the tenderer is trading as a trust please provide details of the relevant trust including a copy of the relevant trust deed (including any variations to that deed) as an attachment to the tender.
Answer	
Q	If the Tenderer is proposing to provide any services through a sub-contractor, distributor, agent, shared or exclusive licence, company or subsidiary, should include full details (including ABN) of those relevant parties in accordance with the preceding provisions of this Section.
Answer	

Q	The Tenderer should provide details of any products or services to be provided through a sub-contractor, distributor, agent, shared or exclusive licence, company or subsidiary.
Answer	
Q	The Tenderer should provide details of all insurance cover held, including the amount of cover, the name of the insurer and the renewal date. Proof of currency is to be included for professional indemnity, general liability and workers' compensation insurance.
Answer	
Q	The Tenderer should include a detailed list of material provided in their tender that they would want the ABS to consider treating as confidential for any resultant contract, including the reason for confidentiality consistent with clause 30 of Section 3 of this RFT.
Answer	
Q	Tenderers should provide a list of referees, including the primary contact for the referee, a description of the goods and/or services provided to the referee and an indication of whether there is a current agreement in place or when it ceased. Where possible, referees should be from entities where tenderers have provided goods and/or services of a similar description, volume or value. Tenderers should note the requirements clause 22.7 in of Section 3 when responding to this item.
Answer	
Q	Tenderer's should provide an estimate of their full time equivalent employment level as at the date of this submission.
Answer	
Q	Other factors the tenderer believes demonstrate their financial capacity and satisfies the corporate requirements.
Answer	
Q	Description of the infrastructure of the tenderer's business responsible for the supply of goods and/or services including a brief overview of the staffing structure and general staff experience. Tender responses should focus on the experience of staff relevant to the delivery of the goods/services required under this RFT. A detailed organisational chart of the tenderer's business and staffing numbers of each major area should be included.
Answer	

Q	Tenderers should provide an outline of the tenderer's financial status that would provide the ABS with confidence of the future viability of the tenderer's organisation.
Answer	
Q	Tenderers should provide details of any significant events, matters or circumstances which have arisen since the end of the last audited financial year which may significantly affect the operations of the tenderer or of other group entities (if any).
Answer	
Q	If complete certification has not been granted against a particular standard, the tenderer should specify to what part or parts of the tenderer's operation or organisation the certified quality system applies.
Answer	
Q	If the tenderer is progressing towards certification of a relevant quality system, tenderers should provide details of progress to date and the expected date of complete certification.
Answer	

2. Tenderer’s Ability to comply with the Statement of Requirement

Outcome sought	
Q	With reference to part 1, of Section 2 – Statement of Requirements, please provide details of how you will work with the ABS to facilitate a partnership to successfully perform the services and achieve the project outcomes.
Answer	
Q	Please provide your proposed project sequencing and timeframes. This should include: a) a description of key milestones aligned with the proposed payment schedule b) rationale for, and details of, any activities which are proposed to be performed offsite and details of who and where they will be performed.
Answer	
2016 eCensus Services	
Q	Please provide details of your proposed approach to the project. This should include the project management methodology as well as the approach to meeting the requirements detailed in each part of Section 2 - Statement of Requirements.
Answer	
2016 eCensus Deliverables	
Q	Please provide detailed information on how the proposed deliverables will meet the requirements of the SOR, ensure the integrity and rigour of the project, and achieve the project objectives.
Answer	
Application Requirements	
Q	Part 2, Section 2 – Statement of Requirements, please provide details of how the proposed eCensus Solution will meet the requirements as outlined in clauses 2.1 to 2.5.
Answer	
Forms Overview	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirements as outlined in clauses 3.2 to 3.8.

Answer	
Authentication	
Q	The proposed eCensus Solution is required to authenticate the respondent at the time of login. The authentication method that is implemented is required to meet (PSPF) Information Security Manual standards. Please provide a detailed description of how the Application will meet the requirements as outlined in clauses 3.9-3.19 will be accommodated.
Answer	
Welcome Page	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirements as outlined in clauses 3.20 and 3.21.
Answer	
Form Selection	
Q	It is intended that the Form Identification Number will determine whether the respondent needs to complete a Household or Personal Form. Please provide a detailed description of how the proposed eCensus Application will meet this requirement as outlined in clause 3.22.
Answer	
Household Form	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.23 to 3.30.
Answer	
Personal Form	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.31 to 3.33.
Answer	
Exit/Save	
Q	The eCensus Application will be required to save data at various check points and in particular on exit. Please provide a detailed description of how the proposed Application will meet the requirement as outlined in clauses 3.34 to 3.38.

Answer	
Delete/Add Person	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.39 to 3.41.
Answer	
Resume	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clause 3.42.
Answer	
Submit	
Q	The eCensus Application will be required to ensure that respondents are not able to submit a blank form, access their form after submission and both the respondent and the ABS are issued with receipt/notification of form submission. Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.43.to 3.52
Answer	
Thank You	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clause 3.53.
Answer	
Feedback	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.54 and 3.55.
Answer	
Print Submitted Form Function	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.56 and 3.57
Answer	
Navigation	

Q	Please describe how the Application will accommodate the requirement respondent's ability to have full control over navigation as outlined in Clauses 3.58, 3.59 and 3.60.
Answer	
Question Display	
Q	Describe how the Applications will accommodate the question display requirements as outlined in Clauses 3.61 to 3.65.
Answer	
Question Sequence	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.66 and 3.71
Answer	
Household Form Questions	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clause 3.72
Answer	
Person Form Questions	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clause 3.73
Answer	
Help/Hyperlinks	
Q	Clauses 3.74-3.80 describes, the requirement for the Application to allow respondents access to mandatory information and to contain hyperlinks to variety of relevant websites. Please provide a detailed description of how the proposed eCensus Application will meet the requirement.
Answer	
Application Adjustment	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clause 3.81.
Answer	

Form Validation and Edits	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.82 to 3.85.
Answer	
Error Messages and General Failures	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clause 3.86.
Answer	
Email Reminders	
	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clause 3.87 to 3.89.
Application Non Functional Requirements	
Q	Please provide a detailed description of how the proposed eCensus Solution will deliver a hosted infrastructure environment to meet the project requirement.
Answer	
Limits and Standards	
Q	Provide confirmation that the proposed eCensus Solution will ensure the 2016 eCensus is compliant with the ABS's requirements relating to confidentiality and security of information, conflict of interest, security of and access to premises and other assets, obligations under Commonwealth legislation as outlined in clause 4.2.
Answer	
Availability	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 4.3 to 4.8.
Answer	
Capacity	

Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 4.9 to 4.12.
Answer	
Performance	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 4.13 to 4.16.
Answer	
System Flexibility	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 4.17 to 4.20.
Answer	
Look and Feel	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 4.21 to 4.29.
Answer	
Usability	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 4.30 to 4.35.
Answer	
Operational Requirements	
Data Compatibility	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 5.1 to 5.2.
Answer	
Maintenance	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clause 5.3.
Answer	

Failure Management/System Monitoring/System Logging	
Q	Failure management, system monitoring and system logging are important features of the Solution. Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 5.4 to 5.13.
Answer	
Management Information (MI)	
Management Information – Session Frequency	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 6.1 to 6.14.
Answer	
Management Information – Form	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 6.15 to 6.25.
Answer	
Management Information – Other Reports	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clause 6.26.
Answer	
Security	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 7.1 to 7.19.
Answer	
Decrypting Encrypted Fields	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 7.20 to 7.21.
Answer	
Data	
Q	Please provide a detailed description of how the proposed eCensus Solution will

	meet the requirements as outlined in clauses 7.22 to 7.27.
Answer	
Management and Support of the Main Event	
Q	Please provide a detailed Project Plan to demonstrate how the Prime Partner will provide management and support services.
Answer	
Post Implementation Review	
Q	Please provide a detail outline of the process involved in conducting a Post Implementation Review of the 2016 eCensus program.
Answer	
Decommissioning	
Q	Please provide a detailed description of how the decommissioning requirements as outlined in Clause 10.1 will be met prior to handing the Application over to the ABS.
Answer	

3. Tenderers Experience in the Management of Similar Activities to Agreed Schedules and Budgets

Q	Please provide detailed information of your experience in the management of similar activities to agreed schedules and budgets
Answer	

4. Skills and Expertise of Staff and Subcontractors

Q	Please provide resumes for the key staff and subcontractors that will be associated with this project.
Answer	
Q	Please provide detailed information of your experience and any proposed subcontractors relevant to the services in this RFT.
Answer	
Q	Please provide details of your proposed team and how the proposed team will be

	sufficient to resource all activities required under the Contract including providing coverage of all the requisite skills and experience.
Answer	
Q	<p>Please provide details of your approach to ensuring sufficient resource capacity for the life of the project including details of backup personnel, succession planning and arrangements for reprioritising resources across the company's span of commitment.</p> <p>Please provide the following details for key positions:</p> <ul style="list-style-type: none"> a) position description; b) proposed personnel (including specifying if they are a subcontractor and their base location); c) CV for the proposed personnel ; d) describe their level of involvement in the project (eg number of days resourced for the project).
Answer	

5. Prime Partner's Performance – Corporate Social Responsibility and Sustainable Procurement

Q1	Please provide an outline of the Prime Partner's Performance in relation to corporate social responsibility and sustainable procurement.
Answer	

SECTION 6 - PRICE AND PAYMENT SCHEDULE

ABS requires two pricing options. One based on the 2011 infrastructure model and one based on the 2006 infrastructure model.

Option 1 - eCensus Solution Costs allowing for a 2011 infrastructure model

Option 1 - Table (1):2016 eCensus Environment Fixed Pricing

Note: All price should GST Inclusive

Event	eCensus Dress Rehearsal			eCensus Main Event		
Deliverable	Pre Dress Rehearsal	Dress Rehearsal	Post Dress Rehearsal Analysis and Closedown	Pre-Main Event	Main Event Peak Period (65%)	Post Main Event Analysis, Notice of Direction Period and closedown
Includes	Building and testing of the Dress Rehearsal Production environment	Dress Rehearsal Lockdown and production Period	Post Dress Rehearsal Review; Review of system data and error logs from DR production; Decommissioning	Building and testing of the Main Event Production environment; Post DR Changes to the Application and its associated testing	Main event Lockdown and production period	Post implementation review; Transition to ABS Post Main Event; Decommissioning
Build and Test						
Support						
Hardware Infrastructure						
Project management						
Total						

Option 1 - Table (2): 2016 eCensus Environment Main Event Period Pricing Options

Deliverable	Main Event Period (level affects total system capacity during peak)		
	50% Take up	65% Take up	80% Take up
Build and Test			
Support			
Hardware Infrastructure			
Project management			
Total			

Note: The ABS requires pricing options for the Main Event period. The target take up rate for the eCensus Form is 65% however this may vary depending on the outcome from the Dress Rehearsal. The ABS will work with the Prime Partner to determine the required level.

It is understood that the increment levels may be dependent on hardware scale steps and may not match these percentages exactly.

Option 1 - Table (3): 2016 eCensus Application Fixed Pricing

Application (Core)

Activity	Price (Incl GST)
Project Management	
Design	
Build	
System Test	
Dress Rehearsal Support and Management of Application	
Main Event Support and Management of Application	
Total	

Option 1 - Table (4): 2016 eCensus Application Pricing

Application (2016 eCensus Additional Features)

Deliverable	Price (Incl GST)	Pricing Clarifications
TOTAL		

Option 1 - Table (5): Time and Materials

Category of Personnel	Daily Rate (Incl of GST)

Option 2 – eCensus Solution Costs allowing for a 2006 infrastructure model

Option 2 - Table (1):2016 eCensus Environment Fixed Pricing

Note: All price should GST Inclusive

Event	eCensus Dress Rehearsal			eCensus Main Event		
Deliverable	Pre Dress Rehearsal	Dress Rehearsal	Post Dress Rehearsal Analysis and Closedown	Pre-Main Event	Main Event Peak Period (65%)	Post Main Event Analysis, Notice of Direction Period and closedown
Includes	Building and testing of the Dress Rehearsal Production environment	Dress Rehearsal Lockdown and production Period	Post Dress Rehearsal Review; Review of system data and error logs from DR production; Decommissioning	Building and testing of the Main Event Production environment; Post DR Changes to the Application and its associated testing	Main event Lockdown and production period	Post implementation review; Transition to ABS Post Main Event; Decommissioning
Build and Test						
Support						
Hardware Infrastructure						
Project management						
Total						

Option 2 - Table (2): 2016 eCensus Environment Main Event Period Pricing Options

Deliverable	Main Event Period (level affects total system capacity during peak)		
	50% Take up	65% Take up	80% Take up
Build and Test			
Support			
Hardware Infrastructure			
Project management			
Total			

Note: The ABS requires pricing options for the Main Event period. The target take up rate for the eCensus Form is 65% however this may vary depending on the outcome from the Dress Rehearsal. The ABS will work with the Prime Partner to determine the required level.

It is understood that the increment levels may be dependent on hardware scale steps and may not match these percentages exactly.

Option 2 - Table (3): 2016 eCensus Application Fixed Pricing

Application (Core)

Activity	Price (Incl GST)
Project Management	
Design	
Build	
System Test	
Dress Rehearsal Support and Management of Application	
Main Event Support and Management of Application	
Total	

ATTACHMENT A – COMPLIANCE WITH THE DRAFT CONTRACT

STATEMENT OF COMPLIANCE

1. Tenderers are to state their compliance or otherwise with each and every clause of the “Draft Contract” (Section 4) in the format set out below. Responses are to be in the order in which the clauses appear and refer to the relevant clause number within each Attachment. Non-committal terms such as ‘Noted’ must not to be used. Responses are to be limited, wherever possible, to the following expressions:
 - (a) ‘Complies’ means:
 - i. in the case of a clause which imposes a contractual condition, that the condition is agreed to;
 - ii. in the case of a clause which specifies a characteristic or performance requirement, that the tenderer is to provide the requirement as specified;
 - iii. in the case of a clause which is of an informative nature only, that the clause has been read, understood and is agreed; or
 - iv. in the case of a clause where information has been requested that the information has been provided in the required level of detail and in the required format.
 - (b) ‘Does not Comply’ means that the contractual condition, characteristic or performance requirement of the clause is not fully met by the tenderer. Full details of the extent of non-compliance are to be stated. In the case of non-compliance with a term of the Draft Contract, a reason for non-compliance and a suggested alternative clause is to be provided.
 - (c) ‘Exceeds Requirement’ means the offer in the tender exceeds the specified requirement. Full details of the extent of variation from the specified requirement are to be stated.

2. If appropriate, compliance or otherwise may be indicated against groups of clauses (e.g. clause 11.1 to 11.7 inclusive ‘Complies’)

Attachment Number/Clause	Tenderer’s response (i.e. Complies or Does not comply)	Reason for non-compliance	Any suggested wording which you would like the ABS to consider

ATTACHMENT B- DECLARATION BY TENDERER PROVIDING A SUBMISSION IN RESPONSE TO THIS RFT

I,, am duly authorised to sign submissions on behalf of, who offers to supply the goods/services at the prices tendered and in accordance with the terms offered.

I declare that:

- (a) the information contained in this submission is true and correct.
- (b) the tenderer accepts the ABS Conditions of Tender.
- (c) this offer remains open for acceptance until/...../..... being months from the tender closing date.
- (d) Any conflicts of interest that exist or are likely to arise which would affect the performance of the obligations of our business entity under the proposed contract have been included in our response.
- (e) The tenderer represents that, having made all reasonable enquiries, as at the date of this declaration, there are no unsettled judicial decisions against the tenderer (not including decisions under appeal) relating to unpaid employee entitlements.
- (f) The tenderer has read and understood the Fair Work Principles User Guide and understands that the Fair Work Principles will apply to this procurement.
- (g) The tenderer represents the following:

- i. the Tenderer has had [NIL or specify number] adverse Court or Tribunal decision(s) for a breach of workplace relations law, occupational health and safety law or workers' compensation law in the two years preceding the date of the RFT;

Note in the following paragraphs ii. and iii. strike through whichever option does not apply. If the response to paragraph i. above is NIL, go to paragraph iv. below.

- ii. the Tenderer has fully complied, or is fully complying, with all penalties or orders arising from the Court or Tribunal decisions declared above;
- iii. the Tenderer has not fully complied with, or is currently not fully complying with [insert number] of the penalties or orders arising from the Court or Tribunal decisions declared above and has provided as part of its tenderer's response information about each of these penalties or orders in the form required in Appendix A to the Fair Work Principles User Guide;

Note tenderers must provide additional information about each decision declared above as specified in Appendix A to the Fair Work Principles User Guide.

Tenderers should note that they will not be eligible for further consideration for this procurement if they have not fully complied with, or are not fully complying with, any Court or Tribunal decision, or have not appealed the decision prior to the end of the appeal period.

- iv. the tenderer understands its obligations under all applicable workplace relations, occupational health and safety and workers' compensation laws. The tenderer undertakes that it complies with all of these obligations;
- v. the tenderer confirms that (except where it is an overseas based supplier to which these requirements do not apply in accordance with the Fair Work Principles User Guide) it:
 - A. has consultation arrangements which encourage cooperation and engagement of employees and management; and

- B. understands and respects their employees' rights in relation to freedom of association and the right to representation at work, including that the tenderer allows its employees to be able to make a free and informed choice about whether to join a union and be represented at work;
 - vi. where the tenderer has a Fair Work Act 2009 enterprise agreement that was approved on or after 1 January 2010 that enterprise agreement includes a genuine dispute resolution procedure that includes the following:
 - A. the ability for employees to appoint a representative in relation to the dispute;
 - B. in the first instance procedures to resolve the dispute at the workplace level;
 - C. if a dispute is not resolve at the workplace level, the capacity for a party to the dispute to refer the matter to an independent third party for mediation or conciliation; and
 - D. if the dispute is still not resolved, the capacity for an independent third party to settle the dispute via a decision binding on the parties;
 - vii. if at any time prior to entry into a contract with the preferred tenderer, any information provided in this declaration changes, the tenderer agrees to advise the ABS of that change within 7 calendar days.
- (h) details of the business entity are as follows:

Registered Name:

Trading or Business Name:

Registered Australian Business Number (ABN):

Registered Full Physical Address:

.....

Postal Address:

.....

Telephone Number: (.....)

E-mail Contact:

Signature

Printed Name

Official Position HeldDate :...../...../.....

Signature of Witness

Printed Name of Witness



COMMONWEALTH OF AUSTRALIA

represented by the

AUSTRALIAN BUREAU OF STATISTICS

Statement of Requirements for

2016 eCensus Solution

ABS2014.105

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SECTION 2 –STATEMENT OF REQUIREMENT

1. Background and Outcome Sought

Background to ABS

- 1.1 The Australian Bureau of Statistics (ABS) is Australia's official statistical agency. It provides statistics on a wide range of economic and social matters covering government, business and the Australian population in general. Further information about the ABS is available at <http://www.abs.gov.au>

Background to Census Program

- 1.2 A key part of the 2016 Census of Population and Housing will be the public on-line eForm, referred to as the eCensus. The ABS has implemented an electronic form solution for the past three Census cycles, the first being to a very limited number of households having the ability to complete their census form on line in 2001. This was followed up in 2006 and 2011 with an eCensus solution, each time, the take up rate of the respondents increased significantly and the solutions proved to be very successful.
- 1.3 The Census 2016 model will maximise online returns through utilising mail-out delivery of access codes to households, with eCensus as the default and easiest channel for respondents. Collection operations will be managed through near-real-time operational information.
- 1.4 A key focus of the 2016 Census is to make it easier for the public to respond while delivering a more efficient and effective Census. We will offer the eCensus to all households (approximately 10 million) with the aim of increasing the on-line response rate from 33% achieved in 2011 to 65% in 2016.
- 1.5 To meet the overall objective of the 2016 Census the ABS has recognised the need for a Prime Partner to work with the ABS on the continued development of the existing eCensus solution and to host the eCensus.
- 1.6 The use of the previously developed 2011 eCensus solution is required to minimise change to Census processes, reducing risk and time delays. A number of Census applications have been developed which integrate tightly with the existing ABS eCensus solution. Since 2011 the ABS has continued to develop the eCensus solution on an Oracle platform and added features in to the application which the ABS will want to include moving forward.

Current Application

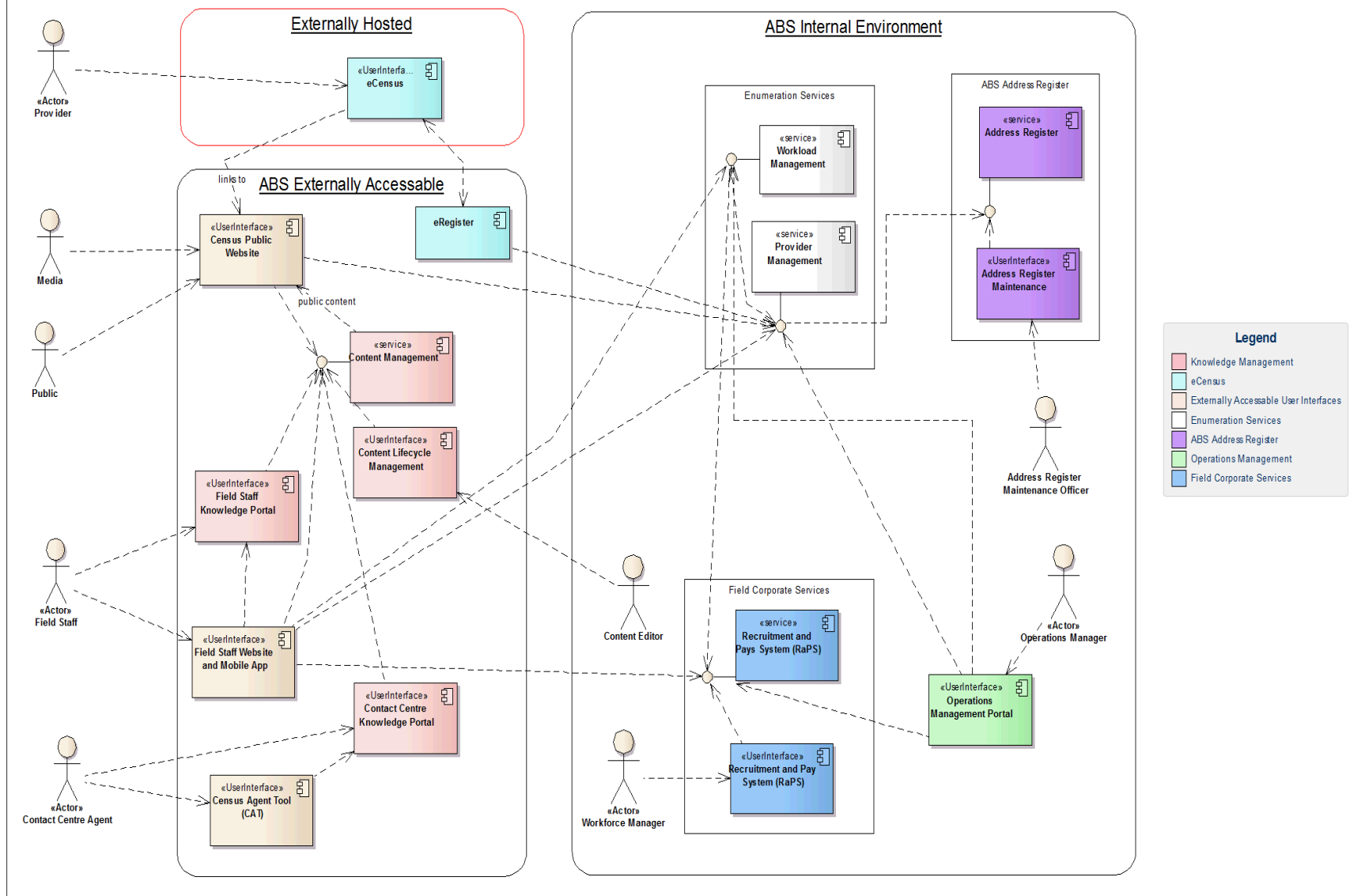
- 1.7 The ABS will provide the Prime Partner with the current versions of 2014 Application, and all the associated materials and supporting documentation.

Requirement Priorities

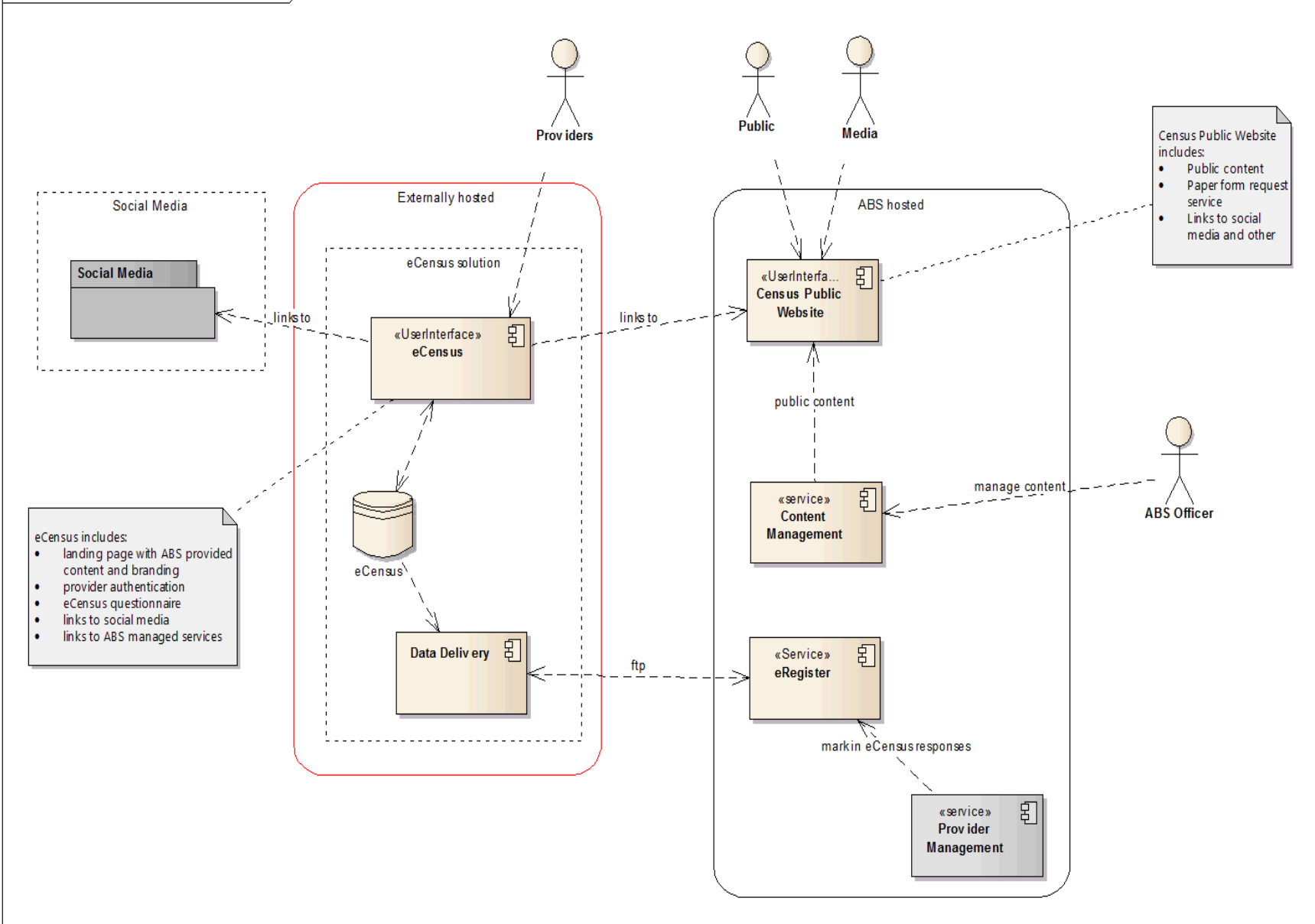
- 1.8 The ABS understands that some requirements may make it difficult for other requirements to be delivered. We understand that during detailed design some trade-offs may be required. To this end we have provided the following guidance on how requirements should be prioritised in the design.
- a) Security
 - b) Performance and Capacity
 - c) Data Quality
 - d) Accessibility & Usability
 - e) Functionality of the form

System Integration Context

- 1.9 The following two diagrams provide visual context for integration between eCensus and ABS systems.



pkg eCensus - logical systems context diagram



Outcome Sought

- 1.10 ABS is seeking to engage a Prime Partner to work with the ABS using the existing eCensus solution to provide a complete end-to-end solution for the eCensus platform. The partner will be expected to enter into an appropriate risk sharing arrangement to guarantee the performance of the eCensus platform throughout the engagement.
- 1.11 The relationship will require the partner to bring the necessary skills and experience to work constructively and productively alongside ABS and to think and act as a true partner in ensuring the overall success of the 2016 Census with positive relationship, program, project and contract management behaviours, acting as a trusted and constructively critical partner.
- 1.12 The ABS requires the Prime Partner to use the 2011 eCensus Application as the main building block for the 2016 eCensus. The ABS has undertaken further development of the 2011 Application and prototyped a number of features which are included in the 2014 Application and will be required to incorporate in the 2016 eCensus Application.
- 1.13 In addition ABS has identified a number of additional features which are desirable to be included in the 2016 eCensus Application. These features will be subject to separate pricing and review by the ABS and their inclusion in the core product will be dependent on;
- a) Feasibility of delivery
 - b) Impact on timeframe
 - c) Impact on performance
 - d) Relative cost and
 - e) Impact on risk profile.
- 1.14 The requirements for the eCensus solution are listed in **Table 1 eCensus Features**. This table summarises the features which were included in the 2011 solution, the features that have been developed by the ABS for the 2014 Major Test and the additional features that are to be included in the 2016 eCensus solution. Note the reference numbers refer to the items listed in Section 3 -6.
- 1.15 The features listed under the 2016 eCensus Solution Core Product are to be priced in Table 3, Section 6, of this RFT. The features listed under the 2016 eCensus Additional Features are to be priced separately in Table 4, Section 6, of this RFT.

Table 1 eCensus Features

2016 eCensus Solution Core Product		2016 eCensus Additional Features
2011 eCensus	2014 eCensus	
3. Application Requirements		
3.1, 3.2, 3.3, 3.4, 3.6, 3.7, 3.8	3.5	
3.9, 3.11, 3.12, 3.14, 3.16, 3.18	3.15	3.10, 3.13, 3.17
3.20, 3.21		
3.22		
3.28, 3.30	3.29	3.23, 3.24, 3.25, 3.26, 3.27
3.31, 3.32, 3.33 a) b)		3.33 c) d)
3.34, 3.35, 3.36, 3.37, 3.38		
3.39		3.40
3.41		
3.42		
3.43, 3.45, 3.46, 3.47, 3.49, 3.50, 3.52	3.44	3.48, 3.51
3.53 a)		3.53 b)
3.55		3.54
3.56 b) c)		3.56 a)
3.57		3.58, 3.59
3.60, 3.61, 3.63		3.62, 3.64
3.65, 3.66, 3.68 a) b) c) e), 3.69	3.67	3.68 d) f), 3.70
3.71		
3.72		

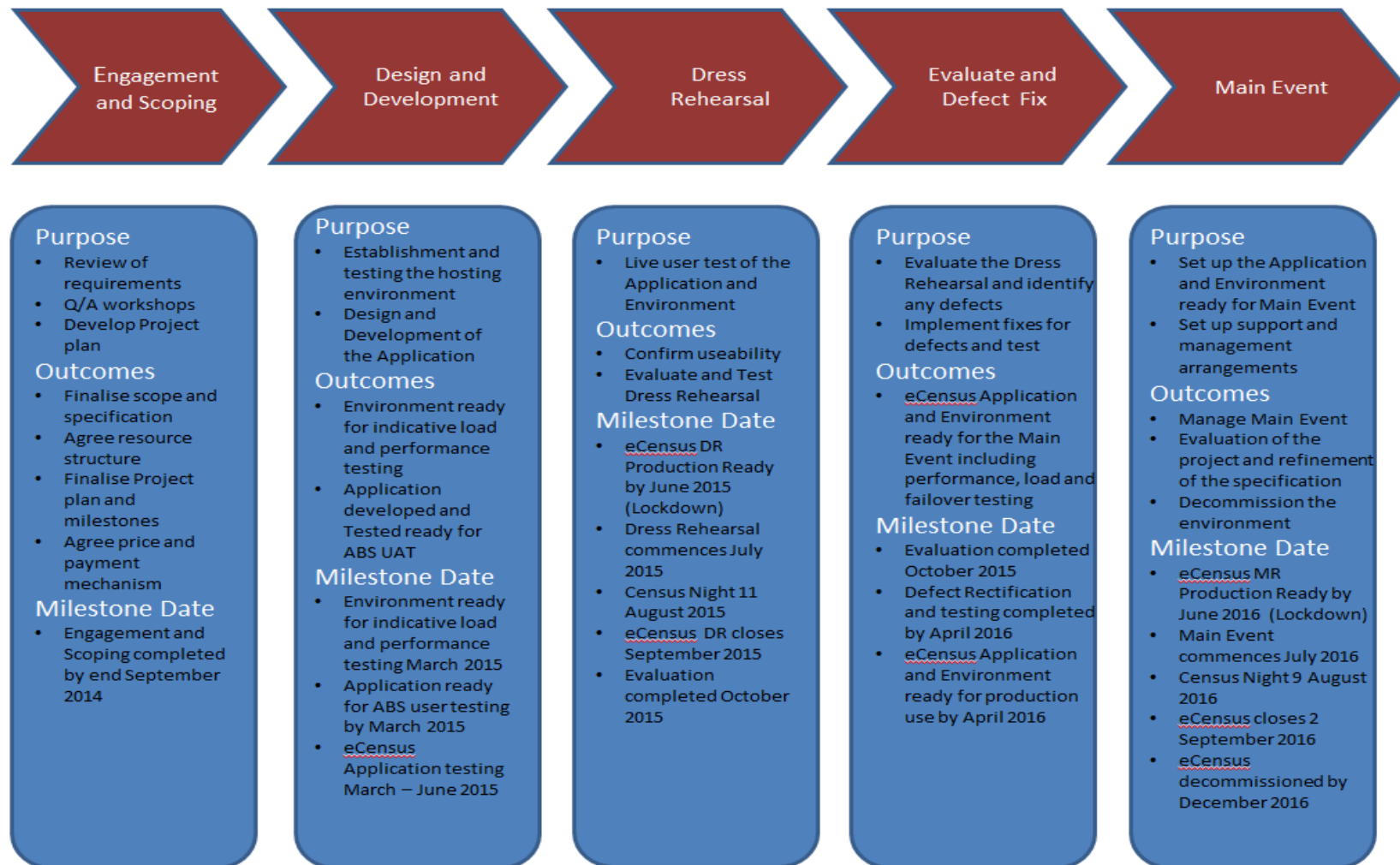
3.73, 3.74, 3.75, 3.76, 3.77, 3.78, 3.79		
		3.80
3.81		3.82, 3.83, 3.84
3.85		
		3.86, 3.87, 3.88
4. Application Non Functional Requirements		
4.1		
4.2		
4.4, 4.5, 4.7, 4.8		4.3, 4.6
4.10, 4.11		4.9, 4.12
4.13, 4.14, 4.16		4.15
4.17, 4.18, 4.19, 4.20		
4.21, 4.22, 4.24, 4.25, 4.26, 4.28		4.23, 4.27, 4.29
4.30, 4.31, 4.32, 4.34		4.33, 4.35
5. Operational Requirements		
5.1, 5.2		
5.3		
5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11, 5.12, 5.13		
6. Management Information (MI)		
6.1, 6.2, 6.3, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13, 6.14	6.4	
6.18, 6.19, 6.20, 6.21, 6.22	6.16, 6.17	6.15, 6.22, 6.23, 6.24
6.25		

7. Security		
7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.18, 7.19		
7.20, 7.21		
7.22, 7.23, 7.24, 7.25, 7.26		7.27

High Level Overview of Business Requirements

- 1.16 The following is a list of business requirements which may be met in a variety of ways depending upon the implementation of the solution, with the value for money consideration an overarching requirement. The solution will be tested against these items to assess the technical merits of meeting ABS objectives.
- a) **Security**
Information is secure and confidential, Secure Hosting environment, Encryption.
 - b) **Performance and Capacity**
High Availability, Scalability, Support for a variety of environments.
 - c) **Data Quality**
Validation, Authentication, Format.
 - d) **Accessibility & Usability**
Ease of access and use, Online Help, Resumable.
 - e) **Functionality of the form**
Navigation, Easy to complete, Sequencing, Individual responses.
- 1.17 The ABS expects the Prime Partner to optimise allocation of resources in accordance with the timetable outlined below. There is at least one Dress Rehearsal and the Main Event where we expect a fully operational level of support and at other times staffing should be at a level required to meet project timeframes. The Prime Partner is expected to work collaboratively with third party service providers engaged by the ABS.

Timetable



2016 eCensus Services

- 1.18 The Prime partner is to provide the following services to a high level of professionalism.
- a) Project management:- this includes regular participation in the ABS Governance Program, which will require participating in regular meetings and reporting;
 - i to operational project management meetings weekly;
 - ii to Executive coordination meeting (which may include the ABS Project Board), which are expected to be conducted at least monthly;
 - iii. to the Customer about the progress of the project, which is to be conducted at least monthly. If the Customer elects to proceed to the Managed Services, during the periods when field operations are being undertaken as part of the 2010 Dress Rehearsal and 2011 Census, project management meetings and reporting will be conducted daily, with Executive coordination meetings and reporting conducted weekly;
 - iv. security audit reports – to be provided monthly; and
 - v. security reports – to be provided weekly.
 - b) Comprehensive design and architecture services
 - c) Security documentation
 - d) Software Development: including Architecture, Analysis, Design, Development and Implementation. (Supplier must supply all software licences for the application and their services).
 - e) Testing:- including (but not limited to):
 - i Performance and load
 - ii Security
 - iii Usability
 - iv Functionality
 - v Accessibility
 - vi Availability / Reliability / Resilience / Failover / Disaster Recovery
 - vii Browser / Device / Operating system and
 - viii Integration
- 1.19 The eCensus application must be able to support acceptance testing by the ABS, from ABS premises and other designated site(s) as specified by the ABS. The ABS will conduct specific purpose testing, some of which maybe undertaken by third party organisations. Refer Attachment 1, eCensus Testing.
- 1.20 A test platform must be available to the ABS remotely throughout the entire testing schedule. The testing schedule will be agreed between the Prime Partner and ABS in the Project planning phase.
- 1.21 The eCensus test platform must be able to connect with ABS test systems, in the same way it is expected in production, to enable planned end-to-end testing.
- 1.22 eCensus should be available for third party test service providers to undertake

- a) end-to-end Performance and Load testing;
 - b) independent security testing; and
 - c) independent security assessment and testing.
- 1.23 The ABS will require the Prime Partner to make available all of their test documentation for independent test verification and validation.
- 1.24 Services required at completion of the Project
- a) Transition - enabling the system to operate in the ABS
 - b) Decommissioning - cleaning and disabling all IT equipment
 - c) Post Implementation Review for the Dress Rehearsal and Main Event
 - d) provision of all code and documentation including all scripts used for MI and reporting
- 1.25 Operations
- a) Dress Rehearsal operation services
 - i on-call during stages of the Dress Rehearsal
 - ii security operations
 - iii data centre and network operations
 - iv application management and monitoring
 - v application hardware and security monitoring
 - vi all break fix services
 - vii secure data storage
 - viii secure transmission of respondent data, MI, logs, reports and notification to ABS and
 - ix liaison with the ABS in relation to operational issues and risks
 - b) Main Event period operation services
 - i dedicated support 24 x 7 on census night and on-call during other times
 - ii 24 hour operation and management of Application and Hardware
 - iii security operations
 - iv data centre and network operations
 - v application monitoring
 - vi application hardware and security monitoring
 - vii all break fix services
 - viii secure data storage
 - ix secure transmission of respondent data, MI, logs, reports and notification to ABS and
 - x liaison with the ABS in relation to operational issues and risks

- 1.26 Releases of the eCensus Application during the development testing and commissioning will be provided to the ABS in an appropriate test environment accessible to the ABS.
- 1.27 Support
- a) Comprehensive support with the setup, maintenance, test phase and operation of the eCensus
 - i in the lead up to, and during the 2015 Dress Rehearsal
 - ii in the lead up to, and during the 2016 Main Event enumeration periods and
 - iii during decommissioning

2016 eCensus Deliverables

- 1.28 The Prime Partner must deliver a complete eCensus Solution that provides intelligent electronic forms (eCensus Application) in a securely hosted environment, that meets or exceeds PSPF Zone requirements of a Zone four(4) area.
- 1.29 The Prime Partner is required to develop and deliver detailed Design Documents which must:
- a) conform to all relevant Specifications;
 - b) include detailed technical specifications for and fully elaborate:
 - i) all relevant characteristics of the eCensus System as a whole
 - ii) all components, program modules, data stores, interfaces, interface components and associated operations procedures for the eCensus System as a whole;
 - c) be in a form satisfactory to the ABS;
 - d) include details of all products forming part of the eCensus Solution as a whole and what customisation, development and integration is required to be performed; and
 - e) otherwise comply with all requirements of the ABS,
- and must include:

eCensus System Architecture – Dress Rehearsal

- f) full details of the overall end to end architectural solution to the business requirements for the Dress Rehearsal; including the eCensus Application, infrastructure, and Managed Services aspects of the program.

eCensus System Architecture - Main Event

- g) full details of the overall end to end architectural solution to the business requirements for the Main Event; including the eCensus Application, infrastructure, and Managed Services aspects of the program.

eCensus Application Design/Architecture

- h) full details of the elements of the eCensus Application and relationships between those elements, to provide an overview of the function and operation of the eCensus Application.

eCensus

Security Design

- i) full details of the processes, procedures and systems that will be used to ensure that the security of the eCensus Solution complies with the Specifications and details of the security architecture, procedures, processes and tools for quickly detecting, identifying and mitigating potential intrusion, compromise and misuse of the eCensus Solution and any other attempt to breach the security and integrity of the eCensus Solution including in relation to the electronic storage, encryption, processing, handling, transmission and disposal of data.

Security Documentation required

- j) a Security Risk Management Plan (SRMP), System Security Plan (SSP), Key Management Plan and an ISM compliance document in an agreed format. The vendor will make available on demand standard operating procedures (SOPs) for the operation and support of the system.

Solution Interface Specification

- 1.34 Full interface specification details of the format and content of files required to be transferred between the ABS and the Prime Partner.

Project Management

- 1.35 The Prime Partner is expected to deliver a detailed program plan that outlines how they will deliver on the requirements of the 2016 eCensus, including hosting and operations to support the testing program. This plan should include at a minimum the following items;

Project Management Plans

- a) Project Plan
- b) Risk Management Plan and Communications Plan
- c) Acceptance Process Plan
- d) Master Test Plan (detailed in Attachment 1, eCensus Testing).
- e) Project Schedule
- f) Change Requests Implementation Plan

Project Management Reports

- a) System Test Summary Reports
- b) Closure Report including lessons learned
- c) Management Reporting

ABS support to the Project

- 1.36 The ABS will support the provision of these deliverables with the supply of the following items:
- a) Business requirements
 - b) Form questions and answers, logic, sequencing
 - c) Website content
 - d) URLs
 - e) Fonts, colours, branding
 - f) Test results to be made available
 - g) Project resource as determined by the ABS Project Officer

The statement of requirements outlined below has been developed by the ABS based on experience from previous Census cycles and subsequent testing of the eCensus Application. It contains a broad range of requirements to meet the desired outcomes and outputs for the 2016 Census.

While these requirements contain a reasonable level of detail, the ABS is looking to work with the Prime Partner to ensure quality outcomes. Therefore where applicable, the Prime Partner should be proactive in providing viable alternate options, which still meet the overall objectives of the eCensus Solution.

2. Description of Requirement

- 2.1 The eCensus Solution is made up of two components
 - a) eCensus Application
 - b) eCensus Hosted Environment
- 2.2 The Application must be capable of supporting multiple intelligent electronic forms.
- 2.3 The Application must be able to provide a comprehensive solution that is fit for the purpose of collecting accurate data and delivering data between respondents and the ABS in a timely, efficient, secure and robust manner.
- 2.4 Security of the information is paramount and the solution must ensure that Respondents data is encrypted while in transit and when persisted.
- 2.5 The Application must be a 'zero foot-print' application in that the respondent is not required to download or install supplementary software or modify their computer in order to interface effectively with the 2016 Application, please also refer to 7.9 and 7.10.

3. Application Requirements

- 3.1 The ABS requires the existing application to be an updated well designed electronic solution that provides the Australian population with the ability to complete the 2016 Census questionnaire online.

Forms Overview

- 3.2 Where the respondent elects to complete their Census form online, they access the eCensus via an entry page and enter login credentials provided by the ABS. After authentication, respondents begin completing the relevant form.
- 3.3 The 2016 eCensus application must be designed to have a single entry page for all respondents with no ability to bypass it.
- 3.4 The 2016 eCensus will enable the completion of a small number of different form variation/types. Each form type will contain a set of questions and each have some questions deemed mandatory. Each will only accommodate English languages. A numeric identifier will be used as part of the authentication process to determine which form type should be displayed, with the exception of the Zero Stream dwelling form described below.

- 3.5 Zero Stream Household Form: This form represents dwellings where there are no people present in the dwelling on Census night. The form contains only questions related to the dwelling.
- This form is initiated following a "0" response to the question displayed on the Census Household Form "How many people are present in this dwelling on Census night?"
- 3.6 Census_Household Form: This is expected to be the primary form type used in the 2016 Census. The form represents a single private dwelling and will contain responses for all people in the household. A maximum number of people in a single household should be configurable. For reference the ABS has chosen a maximum of 25 for the Dress Rehearsal, however this is subject the outcomes of the 2014 eCensus Application Major Test conducted by the ABS.
- 3.7 Census Personal Form: This form will be completed by a single individual where:
- a) they have chosen to keep their responses private from other members of the same household
 - b) the maximum number of people has been reached during completion of a Household Form or
 - c) the individual is located in a Non-Private dwelling on Census night. This includes institutions such as hotels, hospitals and boarding schools.
- 3.8 If the respondent requires assistance they can access online help documentation, submit a technical help request or call the Census Inquiry Service.

Authentication

- 3.9 The eCensus Solution is required to authenticate the respondent at the time of login. The authentication method that is implemented is required to meet ISM standards. The algorithms and cryptography may be reviewed by other agencies at the request of the ABS.
- 3.10 Respondent access to the eCensus must be via security authentication and in the minimal form of a single unique numeric identifier.
- 3.11 Once a valid identifier has been entered the authentication process should check to confirm whether a response has already been started, received or is a new response.
- 3.12 The authentication process requires a lock-out facility after a specified number of unsuccessful login attempts. Error messages on login will direct the respondent to check the single identifier and / or password for validity.
- 3.13 If the status confirms no response has commenced or been submitted the Respondent is provided with a secure password as a second factor identifier.
- 3.14 If a previous incomplete form is available the process should resume a previous session, requesting that the Respondent provides their secure password.
- 3.15 The Form should be resumable across multiple devices.
- 3.16 If a completed household form has already been received the system should advise the user and display the receipt number and date and time received.

- 3.17 An authentication process is required when a Respondent requests an additional Personal Form to be used with a Household Form. Refer Clause 3.7 b).
- 3.18 Once logged in Respondents cannot log in again unless they exit the application or the inactivity timeout expires.
- 3.19 The Prime Partner may propose alternative methods for user authentication if such an alternative presents a superior operational or security solution. Any alternate methods proposed are still required to meet ISM standards.

Welcome Page

- 3.20 The Welcome page is a single entry page that will allow Respondents to log in and access the Application. Respondents must not be able to bypass this page. The Welcome page will be the first online entry point for the vast majority of respondents during 2016.
- 3.21 The Welcome page provides a place to enter a Form Identification Number and information that will assist Respondents in completing an online Census form; general Census information and links to the Customer website, information on Privacy, Conditions of Use and Copyright.

Form Selection

- 3.22 Depending on the Form Identification Number provided the Application will determine whether the respondent needs to complete a Household or Personal Form. The authentication process is the same for Personal Forms whether the Respondent is in a Private Dwelling or Non-Private Dwelling.

Household Form

- 3.23 After authentication, Respondent/s will be asked for the Address of the dwelling.
- 3.24 Then Respondents will be taken to a 'Set Up' page where they will be asked to provide the number of people present in the dwelling on Census Night and the names of these people.
- 3.25 Those responding with a value of one or more people present will then be required to provide the number of people absent from the dwelling on Census Night and the names of these people.
- 3.26 Those responding with a value of one or more people present will then be presented with a blank non-zero stream dwelling form for the number of people stated as both present and absent utilising the names provided.
- 3.27 Those responding with a value of zero will be presented with the zero stream dwelling form, which will contain different mandatory questions to the non-zero stream form.
- 3.28 The maximum number of persons present in a single household form should be configurable. It is expected that this will be set at a maximum of 25 for the Dress Rehearsal, however this is subject the outcomes of the 2014 eCensus Application Major Test conducted by the ABS.
- 3.29 The maximum number of persons absent in a single household form should be configurable. It is expected that this will be set at a maximum of 10 for the Dress

Rehearsal, however this is subject the outcomes of the 2014 eCensus Application Major Test conducted by the ABS.

- 3.30 The maximum number of persons allowed in the Household Form will be set, once the evaluation of the Dress Rehearsal has been completed.

Personal Form

- 3.31 A Personal Form describes a single individual and contains minimal information about the dwelling.

- 3.32 After Authentication, the respondent will be asked to complete their personal details.

- 3.33 Personal Forms will need to be used in different scenarios:

- a) where a Respondent is in a Non-Private Dwelling on Census Night they will be provided with a unique numeric identifier to access the Application and complete the Personal Form.
- b) where a Respondent is in a Private Dwelling and elects not to be included on the Household Form they will be required to contact the Census Inquiry Service.
- c) where a Respondent is in a Private Dwelling and the number of people in the Private Dwelling exceeds the capacity of the Household form, they will be directed to submit the Household Form and will then be provided with a Personal Form Identifier to enable the addition of another person.

Please note:

The Personal Form identifier and the Household Form Identification Number utilised to reach this point will be provided to the ABS for the purposes of linking the forms in ABS systems. This option will be limited to a configurable number of uses per Household Form (e.g. 10 additional personal forms). If the configurable number of forms has been reached for a household, further requests will be direct to the Census Inquiry Service.

- d) in limited circumstances a Respondent may require a special form. In this instance Respondents will be directed to the Census Inquiry Service where they will be supplied with a Form Identification Number which will provide a Personal form with additional special options.

Exit/Save

- 3.34 The Application must auto save the data at pre-determined auto save check points.

- 3.35 The respondent can exit the Application at any stage, prior to submission of the form.

- 3.36 The Application must save on exit.

- 3.37 Prior to timing out of the Respondents session there should be an auto save undertaken by the Application.

- 3.38 The 2016 eCensus must be able to retrieve saved respondent data after the event of accidental browser closure or service interruption.

Delete Person

- 3.39 The Application must allow for the removal of people (present and absent) from the form at any point throughout completion of the form and prior to final submission.

- 3.40 The only exception is when there is only one person present in the household, whereby they are prompted for confirmation that the dwelling is vacant and no data entered to date is required. Upon confirmation, the form is 'reset' and the Respondent is returned to the form Set Up page. From the Set Up page the Respondent will once again asked to provide the number of people present in the dwelling on Census Night and will continue as previously described.

Add Person

- 3.41 The Application must allow for the addition of new people to the form at any point throughout completion of the form and prior to final submission up to the pre-defined limit.

Resume

- 3.42 The application must provide for the form to be resumable. If the Respondent is unable to complete their form in one session, they must be able to save their entered data and return to complete and submit their form at a later time, after re-authentication on login. Required features of the resume function include:
- a) To resume, respondents must use the same login credentials used to create the form
 - b) Respondents can only resume prior to final submission of the form
 - c) Respondents can only resume prior to the close of the Dress Rehearsal enumeration Period or Main Event enumeration period as applicable.
 - d) On resumption, the form should commence at the point it was last saved.
 - e) Respondents must be able to view and change any responses previously entered
 - f) Respondents must be able to resume the form on a device different to those used previously.

Submit

- 3.43 Respondents must not be able to submit a blank form, or a form in which mandatory questions have not been completed.
- 3.44 Once the final question has been completed, Respondents are instructed that at this point they may review all previous responses (and edit if required) and that this is their last available opportunity to do so prior to submission. This should take the form of a summary page outlining the people listed on the form (both present and absent) with key characteristics displayed such as name, age and gender.
- 3.45 The Respondent is requested to confirm that their responses are accurate and complete to the best of their knowledge. This is via the use of a confirmation question with a check box to be selected as confirmation. This check box should be set to a default of off. The Respondent can then submit their data once only.
- 3.46 Prior to the submission of data the Respondent will be provided with the option to give permission for retention of their data for 100 years. An indication of acceptance will be required for each person included on a form.

- 3.47 After successful submission a receipt number is generated and presented to the respondent as confirmation that their Census form has been successfully submitted
- 3.48 After successful submission a receipt number is displayed and the Respondent is given the option of printing or emailing these receipt details.
- 3.49 Following submission the Respondent will not be able to use the original login credentials to access the Form and the Respondent must be advised that their data has submitted and can no longer be retrieved.
- 3.50 If the Respondent attempts to access a submitted form the Application should display the receipt number and date and time of submission.
- 3.51 At this time (on display of the receipt number), the Application should provide an option to enable the addition of people via Personal Forms. If the Respondent chooses this option, a Personal Form Identifier will be provided to the Respondent and this Personal Form identifier and the Household Form identifier utilised to reach this point will be provided to the ABS for the purposes of linking the forms in ABS systems. This option will be limited to a configurable number of uses per Household Form (e.g. 10 additional personal forms). If the configurable number of forms has been reached for a household, further requests will be direct to the Census Inquiry Service.
- 3.52 Once a Form has been submitted for a household, notification of a small set of details from the return (eg authentication/form number, people counts, browser type) needs to be provided to the ABS in the appropriate format.

Thankyou

- 3.53 Upon successful submission of a completed form, the respondent must be provided with a Thank you Page. This page should contain:
- a) Configurable textual content.
 - b) Links to enable social media integration (to be defined by the ABS), including ability to pass some form content (eg postcode, household person count). The intent is to provide text, a graphic or similar for Respondents to display their participation in the Census via main stream social media avenues. This will include posts to Facebook, Twitter and Instagram and a link to the ABS YouTube channel.

Feedback

- 3.54 The respondent has the option to provide textual feedback (e.g. Census or eForm experience) or a different textual submission (e.g. a letter to go in a Census time capsule) to the ABS.
- 3.55 All textual files will be delivered to the ABS independently of the submitted Form data.

Post Submission Functions

- 3.56 Once Respondents have successfully submitted their form they should be able to
- a) Print or email a receipt, refer:- 3.47, 3.48
 - b) Provide feedback, refer:- 3.54, 3.55
 - c) Participate in social media options, refer:- 3.53 b)

This requirement is listed in order of priority.

Navigation

- 3.57 The Respondent must have full control over navigation within the Application. Navigation must be possible without the use of the mouse, including the ability to return to a previous page or move to the next page. Navigation must comply with accessibility and usability standards.
- 3.58 Respondents must easily be able to identify to which person the current questions refer. This is by way of question personalisation (refer 3.62) together with features on the left hand side navigation bar.
- 3.59 Features on the Navigation bar include:
- a) Implementation of the 3 level Navigator that shows Level 1 - Forms, Level 2 - each instance of Multi-instance forms (Person 1, person 2, etc), Level 3 - Form Parts.
 - b) Both the level 2 and 3 show a completion tick when they are complete.
 - c) Introduction of the concept of a Part. Parts are non-overlapping groups of questions within a form.
 - d) A Part is considered complete when all mandatory questions within the Part have been answered, OR when a specified set of questions within the form have been answered (a non-displayed question is considered answered).
 - e) The part definition will specify whether or not a page break should precede the part.
 - f) Clicking within the Navigator will allow the respondent to go to the first question of a form, the question of an instance of a multi-Instance form, or the first question in a form part.
 - g) In addition to b) progress will be shown in the navigator by highlighting the relevant part by features such as shading and a pointer/sharks tooth cut out.
 - h) The application (not browser) back button will take the operator to the previous page (to the question presented at the top of the previous page) that they displayed. This includes via Navigator actions.

Question Display

- 3.60 Text fields must not be case sensitive. The fields should be formatted as specified, on a question by question basis, in the field lengths and formats document
- 3.61 Free text fields for 'other' responses. In this instance a check box must be selected to activate the text field. Lengths of text fields will be specified by ABS.
- 3.62 Once the Respondent has entered their name, this information will be used to personalise subsequent questions.
- 3.63 Some fields may require automatic population based on answers to previous questions. These fields will be determined by the ABS once content is finalised.
- 3.64 When address data is captured then that data should be used to generate dynamic response options in subsequent address questions, eg "1 Smith Street Waverley 3149" as

opposed to “same as in question 7”. No given address should be repeated in a response list.

Question Sequence

- 3.65 The Application must sequence respondents past questions that are not relevant based on responses to previous questions. Respondents will be notified that they are not required to give a response to this question based on the response given to question x
- 3.66 When a response is selected that invokes a sequencing business rule, changes to question display must occur immediately without further action by the respondent
- 3.67 When specific (pre-defined) text is entered as a response to a selected question, respondents should be sequenced to an additional supplementary question (e.g. if a respondent enters ‘Nurse’ as their occupation, they should be streamed to a supplementary question which will ask about the details of the nursing occupation undertaken). A list of text-based responses (which should be used to invoke supplementary questions) will be provided by ABS. Please note, the matching of the respondent data to the list of text-based responses should not be case sensitive.
- 3.68 The Application design should contain usability features defined below:
- a) Minimising horizontal scrolling
 - b) Supporting a minimum screen resolution of 800 x 600 dpi (to be confirmed)
 - c) Supporting the ability to resize text from smallest to largest
 - d) Support responsive design for mobile devices such as smart phones and tablets and desktops
 - e) Text fields must not be case sensitive
 - f) Relevant questions and responses to be personalised so that they are populated with the relevant persons full name
- 3.69 Field lengths and formats on a question by question basis (will be provided by the ABS once content is finalised)
- 3.70 Responsive design requirements
- a) Mobile version max at 480px
 - b) Tablet 481px to 767px
 - c) Desktop 768px and higher

Household Form Questions

- 3.71 The questions as used in the 2014 Census test are included within the eCensus Application as supplied by the ABS to the Prime Partner. These questions are subject to change for the Dress Rehearsal and Main Event.

Person Form Questions

- 3.72 The questions as used in the 2014 Census test are included within the eCensus Application as supplied by the ABS to the Prime Partner. These questions are subject to change for the Dress Rehearsal and Main Event.

Help/Hyperlinks

- 3.73 The Application must allow the ability for respondents to access mandatory information, as outlined in the Web Guide (www.webguide.gov.au), including:
- A privacy statement
 - A disclaimer
 - A copyright statement
 - Up to date information in a Security notice
- 3.74 The Application should provide context-sensitive online help
- 3.75 The Application may contain hyperlinks to relevant websites ie: the ABS website, Stay Smart Online etc to inform and assist respondents choosing to complete the Census online. These hyperlinks are to be determined at a later stage.
- 3.76 Respondents should have the ability to submit a technical help request. This should be a structured form which will ask the respondent to outline the nature of the assistance required and provide contact details - including an email address. The form must also automatically capture information from the respondent's session information (e.g. operating systems, browser types, etc).
- 3.77 The technical help request form must include a 'submit query' function which collates the information and then emails the request to the Census Inquiry Service.
- 3.78 A reference number must be generated and provided to the respondent on screen and via email
- 3.79 Management Information of the technical help request must be collected and reported to the ABS for operational support purposes.

Application Adjustments

- 3.80 Selected system functions need to be able to be activated and deactivated prior to the Main Event based on Major Test and Dress Rehearsal review. This should include (but not be limited to):
- The ability to deactivate form types including the zero stream form
 - The ability to deactivate links to external content sources

Form Validation and Edits

- 3.81 The Application must conduct progressive form validation.
- 3.82 The form validation for all mandatory questions should be completed at the end of each page. Where there is an invalid response the Application should prompt the respondent to review the response. The Application must place error and 'incomplete' messages at the

top of each Form page. These error messages must contain links to the relevant question. Error messages will also be listed at the relevant question.

- 3.83 Some questions will require in-field validation. In these fields when a Respondent enters an illegal character a configurable message will be displayed. The message will be removed when the Respondent removes the illegal character. The Application will not allow navigation away from the page while an error is present. (e.g. postcodes should contain four numeric digits only).
- 3.84 A small number of limited fields may have predictive-text capability or drop down box capability, eg: State in address fields.

Error Messages and General Failures

- 3.85 The Application must display informative error messages to respondents. The error messages as used in the 2014 Census test are included within the eCensus Application as supplied by the ABS to the Prime Partner. These are subject to change for the Dress Rehearsal and Main Event.

Email Reminders

- 3.86 Respondents will be asked to provide (optionally) their email address (one per household) to enable the ABS to email Receipt numbers provided at form submission, to provide a link to published data (after the Census) and to email a reminder to Respondents who have commenced but not submitted their forms after Census Night.
- 3.87 The Prime Partner will be required to generate and despatch emails as follows:
- a) Individually at the Respondent's request after submission of a form
 - b) In bulk, at the ABS's request for reminders.
- 3.88 For the provision of links to published data (this is for Census data published after the Census) the Prime Partner will be required to provide the ABS with a list of email addresses of Respondents who have selected this option together with an identifying characteristic for each, such as a Form Identification Number or Receipt Number.

4 Application Non Functional Requirements

- 4.1 The ABS requires the provision of a hosted infrastructure environment to support the following non-functional requirements.

Limits and Standards

- 4.2 The 2016 eCensus Solution must comply with, the ABS's requirements relating to confidentiality and security of information, conflict of interest, security of and access to premises and other assets, obligations under Commonwealth legislation including;

- a) Australian Government Protective Security Policy Framework (PSPF)
- b) The Australian Signals Directorate (ASD) Information Security Manual (ISM)
- c) Web Content Accessibility Guidelines (WCAG) 2.0
- c) Electronic Transactions Act 1999
- d) Census and Statistics Act 1905
- e) Australian Bureau of Statistics Act 1975
- e) Privacy Act 1988
- f) Disability Discrimination Act 1992

Availability

- 4.3 The Application must be available for Respondents to complete their Census form for the 2015 Dress Rehearsal (60,000 households) and for 2016 Main Event (10,000,000) households.
- 4.4 The Application must be available 24 hours a day, 7 days a week for respondents to complete their Census form during the Dress Rehearsal and Main Event periods. The Application must have following minimum availabilities;
 - a) 98% during the 2015 Dress Rehearsal Period
 - b) 98% for 2016 Main Event Period excluding Census night peak period and
 - c) 98% during the Census Night Peak Period (1900-2300 AEST).
- 4.5 Detailed volume analysis was undertaken in 2013 and this report will be made available for the Prime Partner to determine the anticipated peak volumes during the Main Event.
- 4.6 The usage patterns are expected to be similar to 2011, however the volumes of usage is expected to be 65% of total returns. The usage patterns and usage peaks will be further informed by results of testing in 2014 and 2015, and thus some different pricing scenarios will be requested based on different patterns/peaks.
- 4.7 The Application test platform must be able to connect with ABS test environment, in the same way it is expected to connect in production, to enable end-to-end Census system testing.
- 4.8 The Application must be available for end-to-end Security, Performance and Load testing and Accessibility testing by external third party test service providers.

Capacity

- 4.9 The Application must have the capacity to support the completion and capture of data for all internet returns for the Main Event and Dress Rehearsal.
The ABS target is to achieve a 65% participation rate of respondents using the Application to complete their Forms. The ABS has gathered data from the 2013 and will make this

available to the Prime partner for them to determine the expected capacity requirements for the 2016 Main Event.

- 4.10 In the event of traffic levels exceeding system capacity an overload control configuration mechanism is require to ensure reliable system operation. If this mechanism is triggered, when a request for the login page is receive a message must be displayed, to inform the Respondent of the status, e.g. "Census is currently experiencing a higher than expected rate of access, please try again in 10 minutes". The decision to activate this facility will rest with the ABS with consideration of the recommendation of the Prime Partner. Consideration will be given to automate this mechanism.
- 4.11 If the overload control configuration mechanism is triggered Respondents already logged in with active sessions must be able to continue completing and submitting their form. When system load reduces to appropriate levels the mechanism must be deactivated
- 4.12 The Application must be available for the Notice of Direction Period after the Main Event. It is expected that there will be less than 10,000 submissions over a 90 day period. The Prime Partner will be required to provide cost effective options to meet this requirement.

Performance

- 4.13 The 2016 eCensus should be usable over a broad range of network channels including broadband, wireless, mobile telephony (3G/4G) and satellite. The minimum requirement is a 56.6 kbps dialup fixed-line connection. Dial-up requirements will be periodically reviewed to establish minimum standard.
- 4.14 The eCensus solution must provide a user response time as detailed below for 95% of page requests during Census Night Peak Period. Times are measured, in seconds, from the activation of a button or link until the resulting page is fully rendered and able to be used by the respondent. The login request must provide a response to the user within the limits specified below and if login is successful the application must be ready for use as detailed below. All other pages within the application must fall within the page response time detailed below.
- 4.15 The network channels below are representative of the lowest speed connections across a range of channels users may access the application over. This list is not exhaustive and respondents may connect under channels exhibiting lower or higher connection speeds.

Network Channel	Speed	Page response time (s)	Login request response (s)	Post login - Application ready (s)
ADSL	256 Kb/s	3.5	4.4	8.8
3G	200 Kb/s	4.5	6	12
Dial-Up	56.6 Kb/s	16	20	40

- 4.16 The Application must be robust and flexible enough to deal with data transactions across slow speed or alternating signal strength communication mediums i.e.: wireless.

System Flexibility

- 4.17 The Application must have the ability to alter question meta data such as sequencing, numbering, wording (including help text) during development and testing phases with minimal effort.

- 4.18 The Application must have the ability to alter error messages and warning content with minimal effort.
- 4.19 The Application should be able to accommodate changes to static web content such as banners and help content with minimal effort.
- 4.20 The Application should be designed in a way that allows textual content to be updated as required during development.

Look and Feel

- 4.21 The ABS will specify all content (questions, response options, business rules, sequencing rules, layout, graphics, branding, and help) to be used in the 2016 Application, based on advice from the Prime Partner.
- 4.22 The Application must have a consistent look and feel throughout using ABS branding, this includes fonts and text colours and must be endorsed by ABS.
- 4.23 The Application must support context sensitive help. The ABS will specify the Help content. This may be linked to the ABS web site based on performance considerations. If the help content or links are located within the Prime Partners environment due to performance considerations the ABS must be provide with an appropriate mechanism to update the content and links.
- 4.24 All fields must be clearly labelled and aligned vertically to aid accessibility and navigation
- 4.25 Form navigation must be easy to understand and use and is consistent throughout the Application
- 4.26 Forms must contain a logical tab order for ease of use
- 4.27 Alpha and numeric keyboards are displayed based on field response type and the device used.
- 4.28 Respondents are visually transitioned through the modules and topics in a logical manner
- 4.29 Question response types must include features commonly found in online form design such as;
 - a) Radio buttons
 - b) Check boxes
 - c) Date fields
 - d) Text entry
 - e) Predictive text
 - f) Drop down box

Usability

- 4.30 Application design should consider use of data visualisation and graphics where appropriate. Feedback from cognitive and focus group testing may influence the design to maximise data quality outcomes.
- 4.31 The Application must be compatible with assistive technologies such as screen readers and screen magnifiers under the World Wide Web Consortium (W3C) guidelines for

Accessibility Conformance V2.0, and meet level AA guidelines as a minimum (subject to review if standard changes).

- 4.32 The Application must be compatible with a comprehensive set operating systems, browsers and devices. These are to cover the vast majority of operating systems, browsers and devices as used by the Australian public and which are still supported by the relevant suppliers.
- 4.33 The minimum set of browsers and devices with which the Application must be compatible are as follows:

Desktop Browser Matrix by Operating System

Browser	Operating System		
	Windows	Mac	Linux
Chrome	35 or later	35 or later	35 or later
Firefox	30 or later	30 or later	30 or later
Internet Explorer	11 or later	-	-
Safari	5.0 or later	6 or later	-
Opera	21	21	12.16

Mobile Browser Matrix by Operating System

Android devices	iOS devices	Windows devices
Android 4.3 (or later) Chrome 35 (or later) or Android Browser	iOS7.0 or later Safari	Microsoft Surface RT Internet Explorer 11 (or later)

- 4.34 The eCensus Solution must provide a version of the Application to automatically be provided to Respondents who have Javascript disabled.
- 4.35 A mechanism is required within the Application to advise Respondents if they are using a potentially incompatible Browser or Device. Respondents can then choose to either continue on as is, or use the version of the Application described in 4.34.

5. Operational Requirements

Data compatibility

- 5.1 The eCensus output data files must be compatible with downstream Census processing systems as defined by the ABS. The requirement for the form of the transfer and the data structure is to be agreed by both ABS and Prime Partner; ie IFP format.

- 5.2 The Prime Partner must provide the means for the data to be delivered to the ABS, in a timely and secure manner. The data must be provided electronically.

Maintenance

- 5.3 The eCensus Solution must provide data in a compatible format for use by the ABS.

Failure Management/System Monitoring/System Logging

- 5.4 Any type of failure in the Application must be automatically detected and all necessary diagnostic information written to logs. The ABS will provide a list of nominated individuals that need to be included in any escalation process.
- 5.5 The Application must provide secure (tamper proof) audit trails which log all online access activity (attempts successful or otherwise to access the system), log all reports that are run and log all system and data changes in line with the Australian Signals Directorate Information Security Manual (ISM).
- 5.6 Recovery from failures must be automatic where possible and manual intervention kept to a minimum.
- 5.7 Appropriate notification must be provided to the respondent if a failure impacts their ability to use the eCensus system as intended.
- 5.8 The Prime Partner is responsible for:
- a) Monitoring and managing eCensus Solution and network components
 - b) Promptly identifying and addressing failures or outages
- 5.9 The ABS requires regular summary reports of errors generated by the system, during the production period.
- 5.10 Notifying the ABS of any failure that impacts on the respondent's ability to log in and/or complete their eCensus form
- 5.11 Requirements for notification to the ABS and response times for addressing failures are to be specified pending formulation of appropriate Service Level Agreements.
- 5.12 Data delivery schedule (the following schedule is 2011 related and will need to be confirmed once operational system design occurs)
- a) Respondent data files are to be delivered twice daily.
 - b) Dwelling/address notification files (Reports on submissions received) are to be delivered to the Census operations system half hourly. Consideration may be given to temporarily suspend file transfers during the Census night peak period. As defined in 3.38.
 - c) Technical help request files are to be delivered hourly, except during the Census night peak period when delivery will be temporarily suspended.
 - d) Management information event, management information session and respondent feedback files are to be delivered daily between 0200 and 0400.
- 5.13 With the exception of the respondent data file, a single file of each type is to be sent at the nominated time.

6. Management Information (MI)

Management Information - Session Frequency

- 6.1 MI should report the Census session start and stop in date/time format if an approved exit/save mechanism was initiated, provided on a daily basis.
- 6.2 MI should report the eCensus session duration in minutes on a daily basis.
- 6.3 MI should report the instances where an eCensus was completed over multiple sessions. The numeric identifier the identifier linking a dwelling's multiple sessions together. The report must also identify what computing device, operating system, browser and browser version was used.
- 6.4 MI should report how many people started completing with a mobile device, before switching to another device.
- 6.5 MI should report the total number of successful logins on a daily basis.
- 6.6 MI should report the total number of failed logins, including attempts made while the IP is locked out on a daily basis.
- 6.7 MI should report the numeric identifier used on a daily basis.
- 6.8 MI should report the respondent's computer OS type and version on a daily basis.
- 6.9 MI should report the respondent's computer IP address (this may differ from session to session if dynamic addressing is used) on a daily basis.
- 6.10 MI should report all the error codes generated and the number of times each occurred, on a daily basis.
- 6.11 MI should report the error codes generated where the numeric identifier cannot be captured (ie: incorrect access codes input). In this instance specific dwelling identification is not possible on a daily basis.
- 6.12 MI should report the error codes generated including associated numeric identifier (ie: login attempt following a timeout, login attempt post eCensus submission, access codes already in use) on a daily basis.
- 6.13 MI should report the total number of eCensus forms by type started but not submitted (abandonment rate).
- 6.14 MI should report the total number of eCensus forms by type started per day (this may differ from the number of successful submissions).

Management Information - Form

- 6.15 The requirements listed below in, Management Information - Form, should be able to be turned off for the Main Event.
- 6.16 MI should report the total number of eCensus forms by type completed and successfully submitted by date and time, on a daily basis
- 6.17 MI should report the time taken on each page (as question-by-question timing is not possible with a scrolling form).
- 6.18 MI should report how often each type of edit was triggered for each question.

- 6.19 MI should report the total time taken (login through to submission) by form type.
- 6.20 MI should report the how often was the 'save and exit' function used.
- 6.21 MI should report the how often did people resume and complete their form by type after saving it.
- 6.22 MI should report the how often people use the 'add' or 'delete' person function within the form.
- 6.23 MI should report how often sequencing rules are triggered.
- 6.24 MI should report the number of times the receipt number is distributed via email.

Management Information – Other Reports

6.25 The eCensus Solution must provide:

- a) Security audit reports – Monthly
- b) Security reports – Weekly
- c) Security reports – Daily

Note: the format and detail of these reports will determined by ABS in consultation with the Prime Partner.

7. Security

- 7.1 The eCensus Solution data is to be treated as Sensitive and is protected by Section 19 of the Census and Statistics Act 1905
- 7.2 The eCensus Solution as a whole must provide end to end security of census data. It must be secure during its transmission processing and storage from the time of submission by the respondent until it is received by the ABS. The end to end security of census data is of vital importance to the ABS. All security requirements apply to all data provided by respondents during any stage of the project.
- 7.3 The eCensus Solution must comply with the latest revision applicable of the Australian Signals Directorate Information Security Manual (ISM). The eCensus Solution for the 2015 Dress Rehearsal and 2016 Main Event must comply with the current revision applicable at the time. Where the Prime Partner cannot meet the security requirements of the ISM they may put forward alternate solutions with risk assessments detailing each alternate solution and an analysis on the probability of a compromise. This will be subject to ABS approval prior to implementation.
- 7.4 The eCensus Environment must be designed and built with both network and host intrusion detection and prevention systems, monitored on a continual basis and reports provided to the ABS on a daily basis.
- 7.5 These systems must operate throughout the 2015 Dress Rehearsal and 2016 Main Event enumeration periods to block potential Internet based attacks and generate real time alerts.
- 7.6 The eCensus Solution must follow the documentation provided in the Open Web Application Security Project guides to building secure web applications and web services.

- 7.7 The eCensus Solution must be based on a suitable security architecture which addresses and mitigates potential security threats that would breach the security and integrity of the eCensus.
- 7.8 The solution must incorporate the ability to detect and recover from security breaches.
- 7.9 The Application must not leave any application footprint or files on the respondent's computer.
- 7.10 The Application must provide protection of respondent data so that no data remains to be accessed by another person using the same computer after the respondent has either exited the eCensus application, or has submitted their data. After submission or at the end of the enumeration period, data must only be accessible by the ABS.
- 7.11 Any encryption and transfer protocols must conform to the Australian Signals Directorate Information Security Manual (ISM).
- 7.12 The hosting servers and any other associated infrastructure must be located within Australia in order to remain within the jurisdiction of Australian privacy and security governance.
- 7.13 Servers and any associated infrastructure must be secure to the satisfaction of the ABS with strictly controlled physical and logical access.
- 7.14 The Environment must implement security controls in accordance with the ISM.
- 7.15 Audit trails must be provided as part of the security arrangements for the solution.
- 7.16 After a specified period where there has been no interaction between the Respondent and the eCensus server, the eCensus session automatically end, the eCensus application should perform an auto-save of Respondent data and terminate the session.
- 7.17 If a request has been made by the respondent after timeout, the respondent is presented with the start page and must re-enter their login credentials to be presented with their form.
- 7.18 The eCensus Solution must contain comprehensive security controls such as nil activity timeouts, multiple access attempt lockouts and protected text fields to safeguard against malicious code and exploitation such as cross-site scripting.
- 7.19 The Application must be built to current industry best practice to prevent attack against the application, hosting infrastructure or respondent's computer. The hosted environment must be protected from Distributed Denial of Service (DDoS) attacks, particularly during the peak collection period. The ABS will employ a third party to review the Application source code.

Decrypting encrypted fields

- 7.20 Each respondent record must be encrypted using a unique encryption key. Encryption keys must be protected using a master encryption key known only to the ABS. Respondent records must be encrypted using an asymmetric key, the ABS public key; the corresponding private key for decryption must be known only to the ABS.
- 7.21 Any encryption keys used in the eCensus solution must be protected by a ASD evaluated means so that only authorised ABS staff and the author of the eCensus return can access the data

Data

- 7.22 Data security and confidentiality requirements preclude the use of virtual LAN and storage environments that are shared with others (i.e. a public cloud environment). Refer to AGIMO paper Cloud Computing Strategic Directions V1.0 (April 2011).
- 7.23 In addition to the requirement to comply with the relevant Australian Government standards, the eCensus solution must comply with the provisions of the Australian Statistics Act 1905 under which the Australian Bureau of Statistics operates. One provision of this act is that only those employed under the act may have access to raw census data. Legal interpretation of this provision has resulted in the following requirement being applied to the eCensus solution.
- 7.24 Prime Partner staff must not be able to access (view or capture onto electronic media for later viewing) any respondent data (in either Clear Text or Encrypted form), from the point at which it is delivered to the Prime Partner eCensus solution through to when it leaves the Prime Partner eCensus solution for delivery to ABS.
- 7.25 When encrypting, decrypting or hashing data the cryptographic algorithms must be ASD Approved Cryptographic Algorithms (AACAs) as defined in the ISM.
[:http://www.asd.gov.au/publications/dsdbroadcast/20130100-suite-b-crypto-approved.htm](http://www.asd.gov.au/publications/dsdbroadcast/20130100-suite-b-crypto-approved.htm)
- 7.26 Once the complete set of submitted data has been delivered to the ABS, receipt of the data has been confirmed and the data successfully read by the ABS, all respondent data must be immediately deleted from the Prime Partners systems and any third party systems. The ABS intends to verify that this has occurred to its satisfaction, and will work with the Prime Partner to determine the best method for achieving this. The Prime Partner should be aware that the ABS may require that any components that permanently store Census data when disconnected from the power may need to be destroyed or retained by the ABS.
- 7.27 The ability for Respondents to access the eCensus via alternate authentication is likely to be required eg My Gov

8. Management and Support of the Main Event

- 8.1 The Prime Partner will provide management and support services in accordance with the Project Plan.

9. Post Implementation Review

- 9.1 The Prime Partner will work with the ABS and any third parties engaged by the ABS to conduct a Post Implementation Review of the 2016 eCensus program.

10 Decommissioning

- 10.1 It is expected that the Prime Partner will work with the ABS in developing a plan to Decommission the Environment and hand over the Application. The key elements will include:
- a) Standing down the environment, which includes the scrubbing and cleaning the hardware.

-
- b) Provision of the Application, Application configuration, setup and dependencies, Application technical documentation and user guides to the ABS.

11. Pricing

- 11.1 Pricing is to remain fixed for the duration of this agreement. All pricing should be provided as per the format as set out in Section 6 Pricing, of this RFT document.

12. Contract Compliance

- 12.1 The Prime Partner is required to agree to a formal agreement substantially in the form of the Draft Contract set out in Section 4. Where the tenderer is a reseller, the ABS may require the manufacturer to provide a performance guarantee (in the form required by the ABS) for the contract.

13. Prime Partner's performance—Corporate Social Responsibility and Sustainable Procurement

- 13.1 The Prime Partner will be expected to meet a basic level of social and environmental management, this would include but are not limited to:
 - a) having policies in place
 - b) setting objectives for performance
 - c) instituting management systems and standard procedures, and
 - d) reporting.

ATTACHMENT 1. Draft eCENSUS TESTING STRATEGY

A 1.1 Strategy

The following describes the requirements for testing the eCensus application. Testing will be split between the Prime Partner and ABS. The scope, roles and responsibilities for the various parts of the project are summarised below.

A 1.2 Scope - Summary

The Prime Partner will be responsible for testing all version of the eCensus application and the environment for the 2015 Dress Rehearsal and 2016 Main Event, including the household and personal forms on both desk top and mobile versions.

The ABS will be responsible for the coordination of Third Party testing as well as any testing to be performed within the Census Program.

Testing type	Responsibility
Unit	Prime Partner
System	Prime Partner
Load and Performance	Prime Partner
Independent Validation of Load and Performance Testing	Third Party Vendor (TBA)
Security	Prime Partner
Independent Validation of Security Testing	ABS and Third Party Vendor (TBA)
User Acceptance (UAT)	ABS
Integration	ABS (with input from Prime Partner)
Browser	Prime Partner
Device	Prime Partner
Independent Validation of Browser and Device	ABS
Usability	Prime Partner (with input from ABS)
Data validation	ABS (with input from Prime Partner)
Management Information	Prime Partner
Accessibility	Prime Partner
Independent Validation of Accessibility Testing	ABS and Third Party Vendor (TBA)
Distributed User (DUT)	Prime Partner (with input from ABS)
Failover	Prime Partner (with input from ABS)

A 1.3 Roles and Responsibilities

The ABS has determined the key milestones for the project which identifies which environments the testing will be undertaken in. This is to ensure that there is no overlap of testing and that all aspects of the application are covered. Roles and responsibilities have been defined in this document. ABS and the Prime Partner will need to agree on a release schedule that will accommodate all levels of testing.

Roles

Prime Partner will be responsible for:

- handling version releases and ensuring relevant documentation is provided and updated e.g. build and change documentation, work flow documentation etc
- managing login credentials for testing purposes
- managing access to environments
- unit and system test scenarios and test plans
- undertaking unit and system testing prior to release for user acceptance testing
- updating and creating test scenarios/test run worksheets for new eCensus functionality to ensure that all requirements are tested properly and that results are as expected or issues are identified and addressed.
- documenting and managing defects
- managing regression testing if required
- conducting testing meetings to prioritise bugs for implementation, discuss issues and progress
- participating in formal/informal communication and meetings regarding testing as required.
- providing documentation on the following:
 - Master Test Plan (MTP)
 - Test Cases
 - Test Results

ABS will be responsible for:

- Arranging for Third Party vendors to conduct testing as appropriate (eg security verification, accessibility)
- managing the external testing and communication between the Prime Partner and the Third Party vendors
- listing defects within the relevant release defect report
- undertaking functionality testing as part of User Acceptance Testing for every System release and documenting results in the appropriate register or defect list
- coordinating User Acceptance Testing meetings to discuss defects and issues as a result of testing
- participating in weekly testing discussions to prioritise defects for correction
- undertaking tests to ensure that the application integrates and is working as expected
- coordinating integration testing meetings to discuss any issues as a result of testing

A 1.4 Test Schedule

The following is a high level test schedule:

Milestones - eCensus Testing	Planned Date
2016 Master Test Plan - final	December 2014
2016 System Test Detailed Test Plan	December 2014
Performance Test Plan	December 2014
2016 System Test Summary Report	March / April 2015
eCensus Dress Rehearsal Testing	March to May 2015
Performance Test Summary report	April 2015

Legislative Compliance Test Summary report	April 2015
Procedure Test Summary report	April 2015
Failover and Disaster Recovery Test Summary Report	May 2015
Penetration Test Report	May 2015
ABS Test Summary Report	June 2015
eCensus Enhancement and further Testing post DR	August 2015 to April 2016
Performance/Availability testing complete	April 2016
Main Event Testing UAT, Security, Usability, performance availability complete	April 2016
Performance Test Final report	April 2016
Main Event Procedure Test Final report	April 2016
Main Event Failover and Disaster Recovery Test Final Report	April 2016
Main Event Penetration Test Final Report	April 2016
Main Event Testing Final Report	April 2016

A 1.5 Documentation

The Prime Partner will be responsible for providing documentation on the following:

- Master Test Plan
- Test Cases
- Test Results
- Test Summary Report

The Master Test Plan identifies and describes the:

- Project Overview
- Test Scope
- Test Approach
- Test Execution Strategy
- Test Pre-Requisites
- Test Management
- Test Issues and Risks
- Test Documentation

Testing cases were developed for the 2014 Test eCensus and can be used as a basis for testing.

A 1.6 Definitions

The following testing will be applied to the eCensus application:

Master Test Plan (MTP)

Describe the plans for managing, executing and reporting Prime Partner and ABS testing for the Dress Rehearsal. The MTP will need to be reviewed and updated as required after the Dress Rehearsal for the Main Event.

Unit Testing

A method by which individual units of source code, sets of one or more computer program modules together with associated control data, usage procedures, and operating procedures are tested to determine if they are fit for use.

System Testing

System testing (or function testing) - testing of a system in isolation and includes role based specific testing to ensure it looks, feels and performs as expected in accordance with the specified design requirements.

Load and Performance Testing

Load testing measures response times in relation to speed and effectiveness of systems when used at full capacity ie accessed on Census night between (18:00 - 22:00)

User Acceptance Testing

Defining the critical paths of data and ensuring the system operates as expected.

Integration Testing

Testing the links through the network of systems to ensure they coexist and interact as expected with each other.

Browser Testing

The process of reviewing a website or web-based application on different browsers and with different computer operating systems in order to verify that the website or application coding functions as intended.

Usability Testing

Is the measurement of the usability and effectiveness of a product or service by testing it on users.

Accessibility Testing

A type of systems testing designed to determine whether individuals with disabilities will be able to use the application.

Distributed User Testing

This test is undertaken in the production environment to test the application amongst a number of nominated users within the ABS to target specific areas such as a range of devices, browsers, operating systems and that the form is accessible and functioning in the production environment.

Data Validation Testing

This testing ensures that data extracted at the output stage matches the data entered at the input stage of eForm completion.

Failover Testing

Outlines the plan for testing failover, redundancy and disaster recovery capabilities of the eCensus Solution.

Device Testing

Testing of mobile devices including ipads, iphones, androids.



AGREEMENT BETWEEN

the
COMMONWEALTH OF AUSTRALIA
represented by the
AUSTRALIAN BUREAU OF STATISTICS

and

[insert name of Company/Contractor]

in relation to **Services for
eCensus Solution**

ABS2014.105

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APPENDIX 4 - DEED OF CONFIDENTIALITY
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Parties

This contract is made between and binds the following parties:

1. **The Commonwealth of Australia** represented by and acting through the **Australian Bureau of Statistics**, an agency of the Australian Government established under the Australian Bureau of Statistics Act 1975 and having its principal place of business at ABS House, 45 Benjamin Way, Belconnen Way, Belconnen ACT 2617 (ABN 26 331 428 522) (**the Customer**).
2. **[insert full name of Contractor, ACN and ABN] (the Contractor)**.

Context

This contract is made in the following context:

The Customer requires the development, implementation and hosting of a comprehensive web based ICT solution for the 2016 eCensus Solution Project.

The Contractor has fully informed itself about the requirement.

The parties have agreed that the Contractor will provide the Services for the Customer on the terms and conditions set out in this Contract.

OPERATIVE PROVISIONS

In consideration of the mutual promises contained in this contract, the parties to this contract agree as follows:

1. INTERPRETATION

1.1. Definitions

- 1.1.1. Unless the contrary intention appears a term in bold type has the meaning shown opposite it:

ABS Project Timetable means the timetable for mandatory completion of all specified obligations of the Contractor in respect of key milestones and other relevant matters set out at Attachment 2, which may be varied in accordance with clause 6;

Acceptance means fulfilment of all acceptance requirements and formalities in relation to a Product or Service in accordance with clause 20;

Acceptance Process Plan means the Contractor's Acceptance Process Plan meeting, as a minimum, the requirements specified in clause 8;

Business Day in relation to the doing of any action in a place, means a weekday other than a public holiday in that place;

Census has the meaning defined in the Contract Details;

Census Night has the meaning defined in the Contract Details

Change Order means a formal change order for the provision of Services or Products pursuant to this Contract in accordance with

	clause 31.9;
Confidential Information	<p>in relation to a party, means:</p> <p>(a) the information described in Attachment 9 to the Contract Details; and</p> <p>(b) information that is agreed between the parties in Writing after the commencement date as constituting confidential information for the purposes of this Contract;</p>
Consultancy Services	means consultancy services to be supplied by the Contractor to the Customer, as specified in the Contract Details;
Contract	means this agreement between the Customer and the Contractor, constituted as set out in clause 4;
Contract Details	means Appendix 1 to this Contract, describing the specific requirements of the Customer in respect of Services and/or Products to be delivered by the Contractor and includes Attachments to Appendix 1;
Contract Material	means any Material created by the Contractor for the purpose of or as a result of performing its obligations under this Contract, but does not include Developed Software;
Contractor	means the party so designated in the Contract Details and includes authorised employees, agents and subcontractors of the Contractor;
Customer	means the party so designated in the Contract Details, and includes any successor body, whether created by machinery-of-government change, legislation or otherwise;
Customer Data	means all data and information relating to the Customer, and its operations, facilities, customers, Personnel, assets and programs (including personal information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of the Customer;
Customer Material	means any data, information, Material or thing provided to the Contractor by the Customer;
Customer Personal Information	means personal information (as defined in the <i>Privacy Act 1988</i>) that is accessed, used or held by the Contractor as a result of this Contract;
Defect	means any defect, error, malfunction or problem in or arising from a Product or Service that relates to or arises from non-compliance with any relevant Specification and where the Customer can show reasonable grounds where such non-compliance is reasonably suspected until such time as it is reasonably established by the Contractor not to apply

Detailed Project Plan	means the Contractor's detailed Project Plan meeting, as a minimum, the requirements specified in clause 6;
Developed Software	means Software created by the Contractor for the Customer under the Contract, as specified in the Contract Details;
Dress Rehearsal	means the live production test of Census systems and processes conducted in the year prior to the Census;
eCensus Application	means the comprehensive Software solution to be developed and provided by the Contractor to meet the Customer's requirements and specifications as set out in the Specifications;
eCensus Solution	means the comprehensive ICT system to be provided by the Contractor, for the Project in accordance with the Specifications, and includes the eCensus Application;
Hardware	means hardware to be supplied by the Contractor to the Customer under this Contract;
Hardware Maintenance Services	means maintenance services to be supplied by the Contractor in respect of equipment, as specified in the Contract Details;
Intellectual Property Rights	means all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to plant varieties, trade marks (including service marks), designs and circuit layouts, but does not include Moral Rights, the rights of performers or rights in relation to Confidential Information;
Law	means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time.
Licensed Software	means Software, to be supplied under this Contract by the Contractor to the Customer, in respect of which ownership does not pass to the Customer and in respect of which the Customer's rights of use are subject to clause 14;
Main Event	means the live operation of the Census ;
Managed Services	means Services whereby the Contractor agrees to either manage all or part of the Customer's information technology or otherwise to manage the external delivery of services to the Customer, as specified in the Contract Details;
Material	includes any data, or anything that is the subject matter of any category of Intellectual Property Rights in whatever form, including without limitation any reports, specifications, business rules or requirements, manuals

	and guides;
Moral Rights	includes the following rights of an author of copyright material: (a) the right of attribution of authorship; (b) the right of integrity of authorship; and (c) the right not to have authorship falsely attributed;
Notice of Direction	means a notice issued under sections 10(4) or 11(2) of the <i>Census and Statistics Act 1905</i> (Cth);
Open Source Licence	means a licence that is accepted as an 'open source licence' by either the Free Software Foundation ¹ or the Open Source Initiative ² as an open source licence, or that is otherwise specifically agreed in writing to be an open source licence by the parties, and the details of which are specified as part of this Contract
Open Source Software	means a Licensed Software that is provided under an Open Source Licence.
Personal Information	means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
Personnel	in relation to a party, means natural persons engaged, whether directly or indirectly, by that party in or in relation to the performance or management of this Contract;
Pre-existing Material	means any pre-existing tools, object libraries, methodologies and Materials provided to the Customer by the Contractor under this Contract and/or used to perform the Contract;
Product	means a specific product or other deliverable (which may include Software, Hardware, plans and/or documentation) to be supplied by the Contractor to the Customer under this Contract and unless the context otherwise requires includes the provision of relevant Services;
Project	has the meaning defined in the Contract Details;
Project Plan	means a detailed written Contractor plan related to a requirement under this Contract, which, at a minimum, includes: (a) the relevant plans prepared by the Contractor for the supply, delivery, installation, commissioning and decommissioning of the eCensus Solution as a whole;

¹ www.fsf.org/

² www.opensource.org/

	and
	(b) the relevant plans prepared by the Contractor for the transition to, implementation, performance and disengagement of a Service or series of related Services;
	which the Contractor must ensure sets out the relevant tasks, resources, timetable (with accompanying Milestones and other checkpoints), dependencies, contingencies, 'critical path' and other details reasonably expected to form part of a professional project plan and complies with any other relevant requirements of this Contract;
Protective Security Policy Framework or PSPF	<p>means the Australian Government's protective security requirements for the protection of its people, information and assets (which replaced the <i>Commonwealth Protective Security Manual 2005</i>), as amended or replaced from time to time.</p> <p>PSPF <i>Australian Government protective security policy framework – glossary of security terms</i>, as amended or replaced from time to time, and available at http://www.protectivesecurity.gov.au/pspf/Pages/PSPF-Glossary-of-terms.aspx.</p> <p>PSPF <i>Protective security governance guidelines – Security of outsourced services and functions</i>, as amended or replaced from time to time, and available at http://www.protectivesecurity.gov.au/governance/contracting/Pages/Supporting-guidelines-for-contracting.aspx;</p>
Respondent	means a Respondent to the Census;
Risk Management Plan	means the Contractor's comprehensive risk management plan meeting, as a minimum, the requirements specified in clause 7;
Security Incident	has the same meaning as it has in the Protective Security Manual;
Security Classified Information	has the same meaning as it has in the Protective Security Manual;
Service	means a service (which may include Consultancy Services, Managed Services, Software Development Services, Hardware Maintenance Services, Software Support Services and/or Systems Integration Services) to be supplied by the Contractor to the Customer under this Contract;
Software	means Developed Software, Licensed Software, Open Source Software or Third Party Software, as the context dictates;
Software	means Services whereby the Contractor agrees to

Development Services	develop Software in accordance with the Customer's requirements, as specified in clause 13 and the Contract Details;
Software Support Services	means Services whereby the Contractor agrees to provide support, as specified in the Contract Details, in respect of either Developed Software, Licensed Software or Third Party Software;
Specifications	means technical or descriptive specifications of functional, operational, performance or other characteristics required of a Service or Product as specified at Attachment 1, which may be varied in accordance with clause 5 or clause 31.9;
Systems Integration Services	means Services whereby the Contractor agrees to implement a System, as specified in the Contract Details;
Test Plan	means the Contractor's Test Plan meeting, as a minimum, the requirements specified in clause 8;
Third Party Interest	means any legal or equitable right, interest, power or remedy in favour of any person other than the Customer or the Contractor in connection with the Contract including without limitation any right of possession, receivership, control or power of sale, and any mortgage, charge, security or other interest;
Third Party Software	means Software which is owned by a person other than the Customer or the Contractor and which incorporated as part of a Service or Product and includes Open Source Software;
Warranty Period	means, in relation to a Product or Service provided to the Customer under this Contract or any Change Order, the period commencing on the date of Acceptance of the Product or Service, and continuing for the duration specified in the Contract Details or any relevant Change Order (but if no duration is specified - 90 days); and
Writing	means any representation of words, figures or symbols, whether or not in a visible form.

1.2. Interpretation

1.2.1. In this Contract, unless the contrary intention appears:

- a. clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- b. words in the singular number include the plural and vice versa;
- c. where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; and

- d. monetary references are references to Australian currency.

2. INAPPLICABLE PORTIONS OF CONTRACT

2.1. Use of Rule-through Text

- 2.1.1. To facilitate interpretation, terms and conditions that are shown in rule-through format shall be deemed not applicable unless the contrary intention appears.

2.2. Non-completion of Contract Details

- 2.2.1. To the extent that the parties have not completed particulars relevant to an item in the Contract Details, that item will be deemed not applicable unless the contrary intention appears.

3. COMMENCEMENT DATE AND PERIOD

3.1. Commencement of Contract

- 3.1.1. This Contract commences on the date specified in the Contract Details.

3.2. Duration of Contract

- 3.2.1. This Contract will remain in force for the duration of the period stated in the Contract Details or:

- a. earlier termination or expiry in accordance with the provisions of this Contract; or
- b. extension in accordance with the procedure (if any) specified in the Contract Details.

3.3. Reserved

4. PRIORITY OF DOCUMENTS

4.1. Prioritisation of Contract Documents

- 4.1.1. In the event and to the extent of any inconsistency between two or more documents which form part of this Contract, those documents will be interpreted in the following order of priority:
 - a. these Contract Terms and Conditions;
 - b. the Contract Details in Appendix 1 (excluding the Attachments to Appendix 1);
 - c. the Contract Details contained in Attachment 1 to Appendix 1;
 - d. the Contract Details contained in Attachments 2 to 10 to Appendix 1;
 - e. documents incorporated by reference in these Contract Terms and Conditions;
 - f. the Contract Forms contained in the remaining Appendices 2 to 8 to these contract Terms and Conditions;

- g. documents incorporated by reference in Attachment 10 to the Contract Details, or elsewhere in the Contract Details.

4.2. Not used

4.3. Prioritisation of Documents in Time Order

- 4.3.1. Where two documents incorporated in this Contract would otherwise be of equal priority, the more recent document prevails over the earlier document, unless the contrary intention is expressed.

4A CONTRACT PRODUCTS

4A.1 Provision of Products

- 4A.1.1 The Contractor must provide the Products set out in the Specifications in accordance with the Specifications and the ABS Project Timetable.

5. DETAILED DESIGN DELIVERABLES

5.1. Preparation of Detailed Design Documents

- 5.1.1. If specified in the Contract Details, the Contractor must prepare the Detailed Design Documents in accordance with this clause 5.1 and submit them to the Customer and ensure their approval by the Customer in accordance with clause 5.2 by the date specified in the Contract Details.

- 5.1.2. Except to the extent otherwise specifically agreed in writing by the Customer, the Detailed Design Documents must:
 - a. conform to all relevant Specifications;
 - b. include detailed technical specifications for and fully elaborate:
 - i. all relevant characteristics of the eCensus Solution as a whole
 - ii. all components, program modules, data stores, interfaces, interface components and associated operations procedures for the eCensus Solution as a whole;
 - c. be in a form satisfactory to the Customer;
 - d. include details of all products forming part of the eCensus Solution as a whole and what customisation, development and integration is required to be performed; and
 - e. otherwise comply with all requirements of this contract, and must include:

eCensus Solution Architecture – Dress Rehearsal

full details of the overall end to end architectural solution to the business requirements for the Dress Rehearsal; including the eCensus Application, infrastructure, and Managed Services aspects of the program.

eCensus Solution Architecture - Main Event

full details of the overall end to end architectural solution to the business requirements for the Main Event; including the eCensus Application, infrastructure, and Managed Services aspects of the program.

eCensus Application Design/Architecture

full details of the elements of the eCensus Application and relationships between those elements, to provide an overview of the function and operation of the eCensus Application.

Security Design

full details of the processes, procedures and systems that will be used to ensure that the security of the eCensus Solution complies with the Specifications and details of the security architecture, procedures, processes and tools for quickly detecting, identifying and mitigating potential intrusion, compromise and misuse of the eCensus Solution and any other attempt to breach the security and integrity of the eCensus Solution including in relation to the electronic storage, encryption, processing, handling, transmission and disposal of data.

Vendor-Customer Interface Specification

full interface Specification details of the format and content of files required to be transferred between the Customer and the Contractor.

- 5.1.3. The Contractor will at all times keep the Customer fully informed about the development and intended contents of the Detailed Design Documents so that relevant Customer Personnel can provide informal feed-back on key issues and will be in a position to more quickly assess the document on delivery for approval in accordance with clause 5.2.
- 5.1.4. To the extent reasonably required, the Customer will assist the Contractor in the preparation of the Detailed Design Documents.

5.2. Approval of Detailed Design Documents

- 5.2.1. The Customer will promptly review the Detailed Design Documents when the Contractor submits them. The Contractor may accommodate any requests for alteration reasonably made by the Customer in order to satisfy the requirements of the Contract.
- 5.2.2. The Customer must approve the Detailed Design Documents by the date specified in the Contract Details or, if applicable, before the expiry of any extended period which is permitted in the Contract Details or which is otherwise agreed between the parties.
- 5.2.3. The Customer is not required to approve the Detailed Design Documents if they are inconsistent with the requirements of the Contract. The Customer will provide the Contractor with details as to why it considers the Detailed Design Documents are inconsistent with the requirements of the Contract (Inconsistency Details) and provide the Contractor with an opportunity to rectify that inconsistency, in which case the Contractor must resubmit the relevant Detailed Design Document to the Customer within 2 weeks of receipt of the Inconsistency Details or as otherwise agreed in writing between the parties.

5.3. Consequences of Approval

- 5.3.1. For the avoidance of doubt, following the development of the Detailed Design Documents, the Customer may at its discretion exercise its rights in relation to termination in clauses 32.2.1 - 32.2.4.
- 5.3.2. If the Customer does not exercise its right of termination, then for all purposes of this Contract, to the extent of any inconsistency, the approved Detailed Design Documents prevail over Attachment 1 to the Contract Details.

6. DETAILED PROJECT PLAN

6.1. Preparation of detailed Project Plan

- 6.1.1. If specified in the Contract Details, the Contractor will prepare a detailed Project Plan in accordance with this clause 6.1 and submit it to the Customer and ensure its approval by the Customer in accordance with clause 6.2 by the date specified in the Contract Details.
- 6.1.2. The Detailed Project Plan must:
- a. include a detailed timetable to be developed in collaboration between the Contractor and the Customer, which must be based on, elaborate and be consistent and comply with the ABS Project Timetable at Attachment 2 to Appendix 1;
 - b. fully elaborate all tasks and activities associated with matters specified in the Specifications and the requirements for the Managed Services in Attachment 4 to Appendix 1 and in support of the achievement of the Customer's objectives for the Project;
 - c. identify specific roles and responsibilities of the parties consistent with the terms of this Contract including providing a base description of how the eCensus Project team services will be structured and subsequently function;
 - d. include appropriate and detailed milestones, including those specified in this contract;
 - e. include such other details as otherwise specified by the Customer; and
 - f. comply with any other relevant requirements of this contract.
- 6.1.3. To the extent reasonably required, the Customer will assist the Contractor in the preparation of the Detailed Project Plan.

6.2. Approval of Project Plan

- 6.2.1. The Customer will promptly review the Detailed Project Plan when the Contractor submits it. The Contractor will accommodate any requests for alteration reasonably made by the Customer in order to satisfy the requirements of the Contract.
- 6.2.2. The Customer must approve the Detailed Project Plan by the date specified in the Contract Details or, if applicable, before the expiry of any extended period

which is specified in the Contract Details or which is otherwise agreed between the parties.

- 6.2.3. The Customer is not required to approve the Detailed Project Plan if it is inconsistent with the requirements of the Contract. The Customer will provide the Contractor with details as to why it considers the Detailed Project Plan is inconsistent with the requirements of the Contract (Inconsistency Details) and provide the Contractor with an opportunity to rectify that inconsistency, in which case the Contractor must resubmit the Detailed Project Plan to the Customer within 2 weeks of receipt of the Inconsistency Details or as otherwise agreed in writing between the parties.

6.3. Consequences of Approval

- 6.3.1. For the avoidance of doubt, following the development of the Detailed Project Plan, the Customer may at its discretion exercise its rights in relation to termination in clauses 32.2.1 - 32.2.4.
- 6.3.2. If the Customer does not exercise its right of termination, then for all purposes of this Contract, to the extent of any inconsistency, the approved Detailed Project Plan prevails over the ABS Project Timetable in Attachment 2 to the Contract Details.

7. DETAILED RISK MANAGEMENT PLAN AND COMMUNICATION PLAN

7.1. Preparation of detailed Risk Management Plan and Communication Plan

- 7.1.1. If specified in the Contract Details, the Contractor will prepare a detailed:
- a. Risk Management Plan (consistent with any details already set out in Attachment 3); and/or
 - b. Communication Plan,
 - c. in accordance with the requirements of this clause 7.1 and submit it to the Customer and ensure their approval by the Customer in accordance with clause 7.2 by the relevant date/s specified in the Contract Details.
- 7.1.2. The Risk Management Plan must include a comprehensive risk management plan which describes in detail the procedures, processes and tools for identifying, recording, analysing, evaluating, assessing, treating, managing, monitoring and communicating project risks and issues and recording action taken in respect of each risk.
- 7.1.3. The Communication Plan must outline how the Contractor Personnel and Customer Personnel part of the eCensus project team will communicate throughout the period of the project, including:
- a. governance arrangements;
 - b. meeting and reporting including:
 - i. operational project management meetings, which are expected to be conducted at least monthly;

- ii. Executive coordination meetings (which may include the ABS Census Project Board), which are expected to be conducted at least quarterly;
- iii. reporting to the Customer about the progress of the project, which is to be conducted at least quarterly. If the Customer elects to proceed to the Managed Services, during the periods when field operations are being undertaken as part of the Dress Rehearsal and Census, project management meetings and reporting will be conducted daily, with Executive coordination meetings and reporting conducted weekly;
- iv. security audit reports – to be provided monthly; and
- v. security reports – to be provided weekly.

7.1.4. To the extent reasonably required, the Customer will assist the Contractor in the preparation of the detailed Risk Management Plan and Communication Plan.

7.2. Approval of Risk Management and/or Communication Plan

7.2.1. The Customer will promptly review the detailed Risk Management Plan and Communication Plan when each is submitted by the Contractor. The Contractor will accommodate any requests for alteration reasonably made by the Customer in order to satisfy the requirements of the Contract.

7.2.2. The Customer must approve the Risk Management Plan and/or Communication Plan by the relevant date/s specified in the Contract Details or, if applicable, before the expiry of any extended period which is specified in the Contract Details or which is otherwise agreed between the parties.

7.2.3. The Customer is not required to approve the Risk Management Plan or Communication Plan if it is inconsistent with the requirements of the Contract. The Customer will provide the Contractor with details as to why it considers the relevant plan is inconsistent with the requirements of the Contract (Inconsistency Details) and provide the Contractor with an opportunity to rectify that inconsistency, in which case the Contractor must resubmit the relevant plan to the Customer within 2 weeks of receipt of the Inconsistency Details or as otherwise agreed in writing between the parties.

7.3. Consequences of Approval

7.3.1. For the avoidance of doubt, following the development of the detailed Risk Management Plan and/or Communication Plan, the Customer may at its discretion exercise its rights in relation to termination in clauses 32.2.1 - 32.2.4.

7.3.2. If the Customer does not exercise its right of termination, then for all purposes of this Contract, to the extent of any inconsistency, the approved Risk Management Plan prevails over Attachment 3 to the Contract Details.

8. DETAILED ACCEPTANCE PROCESS PLAN and TEST PLAN

8.1. Preparation of detailed Acceptance Process Plan and Test Plan

8.1.1. If specified in the Contract Details, the Contractor will prepare a detailed Acceptance Process Plan and/or Test Plan (consistent with any details already

set out in Attachment 8) and submit it to the Customer and ensure their approval by the Customer in accordance with clause 8.2 by the relevant date/s specified in the Contract Details.

- 8.1.2. Except to the extent otherwise specifically agreed in writing by the Customer, the Acceptance Process Plan must:
- a. identify the Products associated with the Services, and provides full details of the process that each Product follows in order to meet Customer acceptance criteria; and
 - b. identify how Products are received and accepted by the Customer and how acceptance will be documented.
- 8.1.3. Except to the extent otherwise specifically agreed in writing by the Customer, the Test Plan must describe in detail and formalise the testing requirements for the eCensus Solution. As a minimum, the Test Plan must:
- a. be consistent with any details set out in Attachment 8;
 - b. describe the testing strategy to be followed, to assure the system is comprehensively tested. This will address all Acceptance testing phases, including acceptance testing, security testing, load testing accessibility and useability testing;
 - c. describe the roles and responsibilities of each party in the Acceptance tests;
 - d. outline the hardware and software requirements necessary to conduct the tests and to analysis the results;
 - e. specify the test tools to be used;
 - f. outline the Acceptance test data required; and
 - g. document the key business test cases that are to be automated and the transactions that are to be measured.
- 8.1.4. To the extent reasonably required, the Customer will assist the Contractor in the preparation of the detailed Acceptance Process Plan and/or Test Plan.

8.2. Approval of Acceptance Process Plan and Test Plan

- 8.2.1. The Customer will promptly review the detailed Acceptance Process Plan and Test Plan when the Contractor submits it. The Contractor will accommodate any requests for alteration reasonably made by the Customer in order to satisfy the requirements of the Contract.
- 8.2.2. The Customer must approve the Acceptance Process Plan and Test Plan by the relevant date specified in the Contract Details or, if applicable, before the expiry of any extended period which is specified in the Contract Details or which is otherwise agreed between the parties.
- 8.2.3. The Customer is not required to approve the Acceptance Process Plan or Test Plan if it is inconsistent with the requirements of the Contract. The Customer will provide the Contractor with details as to why it considers the detailed Acceptance Process Plan and/or Test Plan is inconsistent with the

requirements of the Contract (Inconsistency Details) and provide the Contractor with an opportunity to rectify that inconsistency, in which case the Contractor must resubmit the relevant plan to the Customer within 2 weeks of receipt of the Inconsistency Details or as otherwise agreed in writing between the parties.

8.3. Consequences of Approval

8.3.1. For the avoidance of doubt, following the development of the detailed Acceptance Process Plan and/or Test Plan, the Customer may at its discretion exercise its rights in relation to termination in clauses 32.2.1 - 32.2.4.

8.3.2. If the Customer does not exercise its right of termination, then for all purposes of this Contract, to the extent of any inconsistency, the approved Acceptance Process Plan and the approved Test Plan together prevail over Attachment 8 to the Contract Details.

9. CONSULTANCY SERVICES

9.1. When this clause applies

9.1.1. This clause 9 applies where the Contract Details indicate that the Contractor is to provide Consultancy Services.

9.2. Description of Consultancy Services

9.2.1. The Contract Details will specify, to the extent relevant:

- a. the Consultancy Services required;
- b. the resources required (including resources to be made available by the Customer) in support of the delivery of the Consultancy Services, identifying the party which is to provide them;
- c. Specifications for the Consultancy Services, including functional requirements and the times and locations at which the Services are to be performed - at Attachment 1 to the Contract Details;
- d. a ABS Project Timetable - at Attachment 2 to the Contract Details; and
- e. the service levels - at Attachment 4 to the Contract Details.

9.3. Methodology

9.3.1. The Contractor will:

- a. manage all stages of the supply of the Consultancy Services in accordance with the ABS Project Timetable;
- b. take timely and corrective action where the Consultancy Services are not being performed in accordance with the requirements of this Contract;
- c. record action taken to correct any deficiencies in the Consultancy Services; and

- d. ensure the timely development and provision of corresponding documentation or appropriate electronic records (if any) as specified in the Contract Details.

9.4. Performance Measures

- 9.4.1. The Consultancy Services will comply with any service levels and other performance measures specified in the Contract Details.

10. MANAGED SERVICES

10.1. When this clause applies

- 10.1.1. This clause 10 applies where the Contract Details indicate that the Contractor is to provide Managed Services.

10.2. General Obligations of Contractor

- 10.2.1. The Contractor agrees to commence the Managed Services on the service commencement date specified in the Contract Details and to meet the Specifications and service levels for the Managed Services during the term of the Contract.
- 10.2.2. The Specifications will be deemed to include, and the Contractor will be deemed to have knowledge of, information that the Contractor could reasonably have obtained during due diligence which it had the opportunity to conduct prior to the date of the Contract, whether or not the Contractor in fact conducted such due diligence.
- 10.2.3. Without limiting the preceding paragraph, the Contractor will be deemed to have made use of any reasonable opportunity provided by the Customer to conduct due diligence prior to the date of the Contract.
- 10.2.4. Unless agreed to the contrary, the Contractor must ensure that technology and work practices used in providing the Managed Services remain consistent with, and reflect, those used by the Contractor in delivering similar services to other government customers at the same time and in similar circumstances.
- 10.2.5. The Contractor agrees that it will not, at any time, perform any part of the Contract outside Australia without the prior written consent of the Customer.

10.3. Transition-In

- 10.3.1. The Contractor will, as necessary:
 - a. ensure it is able to deliver the Managed Services from the date stated in the ABS Project Timetable;
 - b. prepare a procedures manual which, once agreed by the Customer, will form part of this Contract and which, in addition to any other requirements specified in the Contract Details, will describe how the Contractor will manage the delivery of the Managed Services, including:

- i. how compliance with the service levels and other performance factors will be measured and met;
- ii. procedures to identify and rectify failures in the quality of the Managed Services;
- iii. the acceptance procedure for deliverables supplied pursuant to the Managed Services;
- iv. how changes to the Managed Services or method of delivery will be identified and met;
- v. proposed audit requirements; and
- vi. staffing, reporting, planning, and supervisory activities normally undertaken in respect of similar services in similar circumstances.

10.4. Service Delivery and Service Levels

- 10.4.1. Unless the Customer agrees otherwise in Writing:
- a. the Contractor agrees to provide the Managed Services in accordance with the service level documentation and any other performance measures at Attachment 4 or otherwise specified in the Contract Details;
 - b. the Contractor agrees to report to the Customer at regular intervals (or at the intervals, if any, specified at Attachment 4 or otherwise specified in the ABS Project Timetable) and in conformity with any agreed format, as to the effectiveness of service delivery, including the extent to which the Managed Services are being or have been adapted to meet the Customer's changing business needs; and
 - c. the Contractor will advise the Customer if it considers the Specifications or service levels should be revised to take account of new functions performed by the Customer that are outside the scope of this Contract (such revisions to be implemented, if at all, in accordance with the change control procedure set out in this Contract).
- 10.4.2. If the Contractor fails to meet performance requirements for the Managed Services as specified in the service level documentation or fails to meet other performance measures specified in Attachment 4 to the Contract Details, the Contractor will promptly:
- a. investigate the underlying causes of the problem and use all commercially reasonable efforts to preserve any data indicating the cause of the problem; and
 - b. advise the Customer of the status of remedial efforts being undertaken with respect to the underlying cause of the problem,
- but such action will not deprive the Customer of a right to pursue any other remedy under this Contract arising from the failure to meet its obligations under the Contract.

10.5. Transition Out

- 10.5.1. On termination of the Managed Services for any reason, and subject to any qualification or provision to the contrary in the Contract Details, the Contractor will, if requested by the Customer, assist the Customer in transferring responsibility for providing the Managed Services either to an alternative service provider or to the Customer itself and this will include making arrangements for:
- a. the transfer of the Customer's Data to an alternative service provider and/or to the Customer itself; and
 - b. the granting by the Contractor to an alternative service provider and/or to the Customer itself of access to all material held by the Contractor and produced in connection with and for the purposes of delivering the Managed Services, regardless of the manner of storage, save that:
 - i. there is no requirement pursuant to this clause 10.5.1.b.i for the Contractor to assign any Intellectual Property Rights in such material; and
 - ii. the Customer must agree to comply with any reasonable security and confidentiality requirements stipulated by the Contractor in respect of access to such material.

11. SUPPLY OF HARDWARE

11.1. When this clause applies

- 11.1.1. This clause 11 applies where the Contract Details indicate that the Contractor is to provide Hardware to the Customer.

11.2. Description of Hardware

- 11.2.1. The Contractor will supply to the Customer the Hardware specified in the Contract Details.
- 11.2.2. The Hardware must:
- a. be newly manufactured;
 - b. be free from defects in workmanship and materials; and
 - c. conform with the Specifications.

11.3. Implementation Services

- 11.3.1. The Contractor will install and integrate the Hardware and provide training to the Customer's Personnel to the extent specified in the Contract Details and in Attachment 1 and 2 to the Contract Details.

11.4. Transfer of Title and Risk

- 11.4.1. The Contractor transfers title in each item, unit or module of Hardware to the Customer immediately upon Acceptance or upon full payment, as stated in the Contract Details. The Contractor warrants that the Hardware is free of any charge or encumbrance.
- 11.4.2. The Customer accepts risk of loss or damage to the Hardware from the time of transfer of title.

11.5. Compliance with Specifications

- 11.5.1. The Contractor warrants that the Hardware will, throughout the Warranty Period, continue to perform in accordance with the Specifications.
- 11.5.2. The Contractor shall promptly repair or replace any item, unit or module of the Hardware which is found to be deficient during the Warranty Period. The Warranty Period in respect of that item, unit or module shall re-commence from the time that the Contractor notifies the Customer that such repair or replacement is complete.

11.6. No Application to Hardware Leasing

- 11.6.1. This Contract does not apply in relation to the leasing of Hardware to the Customer.

12. HARDWARE MAINTENANCE

12.1. When this clause applies

- 12.1.1. This clause 12 applies where the Contract Details indicate that the Contractor is to provide Hardware Maintenance Services.

12.2. Description of Maintenance Services

- 12.2.1. Without limiting any other provision of this clause, the Hardware Maintenance Services will comply with the requirements of Attachment 5 to the Contract Details.

12.3. Commencement of Maintenance

- 12.3.1. The Hardware Maintenance Services will commence on the date specified in the Contract Details and will be renewable as specified in the Contract Details.
- 12.3.2. If the Hardware Maintenance Services relate to Hardware purchased under this Contract, the charges for Hardware Maintenance Services shall not apply until the expiry of the Warranty Period for the Hardware, except to the extent specified in the Contract Details.

12.4. Preventative Maintenance

- 12.4.1. If so provided in the Contract Details, the Contractor will provide Hardware Maintenance Services in the form of preventative maintenance and will ensure that:
- a. preventative maintenance is carried out in accordance with the requirements of Attachment 5 to the Contract Details; and
 - b. preventative maintenance is carried out at times specified in Attachment 5 to the Contract Details or otherwise at times when the equipment is either not operational or else at times likely to cause the least possible disruption to the Customer's business and in all cases only by prior arrangement with the Customer.
- 12.4.2. The Customer will cooperate with the Contractor by providing access and facilities as reasonably necessary to enable the Contractor to provide preventative maintenance to the required standard.

12.5. Remedial Maintenance

- 12.5.1. If so provided in the Contract Details, the Contractor will provide Hardware Maintenance Services in the form of remedial maintenance. Where the Contractor is required to provide remedial maintenance, it will, after being notified of a fault condition or possible fault condition in the equipment, promptly restore the equipment to good working order and will, as necessary:
- a. replace or repair parts;
 - b. comply with any response times specified in Attachment 5 to the Contract Details;
 - c. to the extent practical, implement measures to minimise disruption to the Customer's operations during maintenance work as specified in Attachment 5 to the Contract Details; and
 - d. comply with any other requirements as specified in Attachment 5 to the Contract Details.
- 12.5.2. The Customer will cooperate with the Contractor by providing access and facilities as reasonably necessary to enable the Contractor to provide remedial maintenance to the required standard.

12.6. Storage of Contractor Materials

- 12.6.1. Unless provided to the contrary in Attachment 5 to the Contract Details, the Contractor may store manuals, tools and test equipment on site as required for the purposes of the Contract. The Customer agrees not to use any such manuals, tools or test equipment without the Contractor's consent.

12.7. Maintenance Records

- 12.7.1. The Contractor will keep full records of its Hardware Maintenance Services and will provide copies of those records to the Customer within four (4) days of request or within any other period specified in the Contract Details.

13. SOFTWARE DEVELOPMENT

13.1. When this clause applies

- 13.1.1. This clause 13 applies where the Contract Details indicate that the Contractor is to create Developed Software.

13.2. Description of Software Development Services

- 13.2.1. The Contractor will create the Developed Software:
- a. as described in the Specifications (including modifications to Licensed Software unless such modifications are embraced by clause 14.5.1); and
 - b. in accordance with the Detailed Design Documents and Detailed Project Plan.

13.3. Methodology

- 13.3.1. The Contractor will fully document the development process and will:
- a. manage the Software Development Services in accordance with the ABS Project Timetable;
 - b. take timely corrective action prior to Acceptance, where this is required, in accordance with the agreed methodology;
 - c. take timely corrective action prior to Acceptance where the Developed Software is not performing in accordance with the Specifications;
 - d. ensure concurrent development and supply of user documentation as specified in the Contract Details; and
 - e. ensure that the Developed Software is written and documented in a way which would enable future modification by a competent developer without further reference to the Contractor.

13.4. Compliance with Specifications

- 13.4.1. The Contractor warrants that the Developed Software will, throughout the Warranty Period, continue to perform in accordance with the Specifications.

13.5. Source Code

- 13.5.1. Where the Contract states that ownership of the Developed Software is to be retained by the Contractor, the Contractor agrees to enter into an escrow

arrangement substantially in the form specified in Appendix 5, and with the escrow agent selected by the Customer, unless it is expressly stated in the Contract Details that the source code is not to be placed in escrow. The Customer will bear the cost of the escrow arrangements.

- 13.5.2. Where the Contract states that ownership of any Developed Software is to pass to the Customer, the Contractor will deliver the source code for that Developed Software to the Customer, in accordance with any requirements stated in the ABS Project Timetable.

13.6. Use Prior to Acceptance

- 13.6.1. The Customer may not use the Developed Software in production prior to Acceptance unless so specified in the Contract Details.

13.7. Rectification of Defects during the Warranty Period

- 13.7.1. The Contractor warrants that the Developed Software and work performed as part of Software Development Services, including via any Change Order, shall be free from Defects. The Contractor will repair such Defects during the Warranty Period as part of its charges in Attachment 7. The Warranty Period in respect of the relevant part/s of the Developed Software shall re-commence from the date of Acceptance by the Customer of such repair.

14. LICENSING OF SOFTWARE

14.1. When this clause applies

- 14.1.1. This clause 14 applies where the Contract Details indicate that the Contractor is to provide Licensed Software to the Customer.

14.2. Licence Rights

- 14.2.1. Unless otherwise stated in the Contract Details, the Contractor grants the Customer a non-exclusive licence to:
- a. copy the Licensed Software into machine readable form to the extent permitted under the Copyright Act 1968 (Cwlth);
 - b. use the Licensed Software on the hardware platform/operating system combination, subject to any licence conditions specified in the Contract Details;
 - c. use and customise the documentation supplied by the Contractor with the Licensed Software;
 - d. make such number of copies of the Licensed Software as is specified in the Contract Details; and
 - e. unless specified otherwise in the Contract Details, transfer the licence to another agency within the same tier of government as the Customer,

subject to prior written notice to the Contractor and subject further to the other agency consenting to the terms of the licence.

14.2.2. The Contractor warrants that it is entitled to grant the licence.

14.2.3. Subject to paragraph 14.2.1.e the licence granted to the Customer is non-transferable unless specified to the contrary in the Contract Details.

14.3. Period of Licence

14.3.1. Unless earlier terminated in accordance with this Contract or otherwise surrendered by the Customer, the licence remains in force for the period specified in the Contract Details.

14.4. Protection and Security

14.4.1. The Customer will:

- a. if and to the extent required by the Contract Details, maintain records of the location of all copies of the Licensed Software;
- b. refrain from altering or removing a copyright statement or other notice of ownership of Intellectual Property Rights which accompanies the Licensed Software; and
- c. ensure that, prior to disposal of any media, any Licensed Software contained on it has been erased or the media rendered unusable.

14.5. Implementation Services

14.5.1. The Contractor will install and integrate the Licensed Software, and provide training to the Customer's Personnel, to the extent specified in the Contract Details and Attachments 1 and 2 to the Contract Details.

14.6. Compliance with Specifications

14.6.1. The Contractor warrants that the Licensed Software will, throughout the Warranty Period, continue to perform in accordance with the Specifications.

14.7. Updates and New Releases

14.7.1. Updates and new releases will be made available by the Contractor to the Customer on the terms specified in the Contract Details. Notwithstanding the foregoing, the Contractor will provide any update or new release at no cost where the Contractor makes such updates or new releases generally available to other government customers under similar circumstances at no cost. Where there is a cost, the charges and level of support applicable to the update or new release will be as specified in Attachment 7 to the Contract Details.

14.7.2. The Customer is not obliged to accept an update or new release offered by the Contractor pursuant to this clause. If the Customer rejects the offer of an update or new release, the Contractor must continue to maintain the version of

the Licensed Software which the Customer is using until the expiry of 18 months (or alternative period specified in the Contract Details) from the date upon which the rejected update or new release was formally offered by the Contractor to the Customer.

14.8. Change of Designated Equipment

- 14.8.1. The Contract Details may specify that use of the Licensed Software by the Customer is restricted to a particular processor.
- 14.8.2. If use of the Licensed Software is restricted to a particular processor, the Customer may:
 - a. subject to obtaining prior written consent from the Contractor (such consent not to be unreasonably withheld), transfer the Licensed Software to an alternative processor of substantially the same capacity and performance standards; and
 - b. use the Licensed Software on any back-up hardware while the specified hardware is for any reason temporarily inoperable.

14.9. Protection of Contractor's Rights

- 14.9.1. The Customer agrees not to do anything that would prejudice the Contractor's right, title or interest in the Licensed Software, such as by publishing details of a business process invention of which the Software is a part. The Customer acknowledges and agrees that any such act may constitute a breach to which clause 32 applies.

14.10. Termination of Licence

- 14.10.1. Within 30 days after termination of the licence, the Customer will destroy or return to the Contractor all copies of the Licensed Software and all related documentation, save that the Customer may (unless specified to the contrary in the Contract Details) retain a copy of the Licensed Software and its related documentation for archival purposes only. The use of Licensed Software for archival purposes will be subject to the restrictions specified in the Contract Details.

14.11. Escrow of Source Code

- 14.11.1. If so specified in the Contract Details, the Contractor will enter into an escrow arrangement in respect of the source code of the Licensed Software, substantially in the form set out in Appendix 5, and with the escrow agent selected by the Customer. The Customer will bear the cost of the escrow arrangements.

14.12. Open Source Software

- 14.12.1. To the extent that the Licensed Software include any Open Source Software:
- a. the Contractor must ensure that the Contract Details identifies the software as an Open Source Software, details the applicable Open Source Licence and the website applicable to the licence and, unless otherwise agreed in writing by the Customer, that the Contract Details attaches a copy of the applicable Open Source Licence;
 - b. the terms of the relevant Open Source Licence will apply to that software; and
 - c. the provisions of the Open Source Licence will prevail over the Contract Terms and Conditions in the event and to the extent of any inconsistency.

15. SOFTWARE SUPPORT

15.1. When this clause applies

- 15.1.1. This clause 15 applies where the Contract Details indicate that the Contractor is to provide Software Support Services in respect of the Software.

15.2. Availability of Support Services

- 15.2.1. The Contractor will provide the Software Support Services described in Attachment 6 to the Contract Details.

15.3. Commencement of Support

- 15.3.1. The Software Support Services will commence on the date specified in the Contract Details and will be renewable as specified in the Contract Details.
- 15.3.2. If the Software Support Services relate to Software developed or licensed under this Contract, the charges for Software Support Service shall not apply until the expiry of the Warranty Period for the Software, except to the extent specified in the Contract Details.

15.4. Correction of Defects

- 15.4.1. Where the Customer identifies and reports a defect in the Licensed Software subsequent to the commencement of the Software Support Services, the Contractor will as soon as possible (and, where relevant, within the response times specified in Attachment 6 to the Contract Details) provide either defect correction information, a work-around or other remedial services as are necessary to restore the Licensed Software to appropriate functionality.

15.5. Other Support Services

- 15.5.1. Unless specified to the contrary in Attachment 6 to the Contract Details, the Software Support Services will include, in addition to defect correction pursuant to clause 15.4.1:
- a. ensuring, by responding to the Customer's, notification of defects or by acting in a manner otherwise specified in Attachment 6 to the Contract Details, that the Software remains in conformity with the operating specifications or any other specifications, standards or service levels described in Attachment 6 to the Contract Details;
 - b. ensuring the provision of a help desk service, full particulars of which will be as specified in Attachment 6 to the Contract Details; and
 - c. ensuring the correction of documentation so that it is at all times up to date.

15.6. Service Response Times

- 15.6.1. The Contractor will respond to a request from the Customer for Software Support Services within the timeframes, and subject to any conditions, specified in Attachment 6 to the Contract Details.

15.7. Exclusions

- 15.7.1. Unless specified to the contrary in Attachment 6 to the Contract Details, the Software Support Services do not include services involving:
- a. correction of defects caused by:
 - i. operation of the Software in a manner which contravenes the Customer's obligations as specified in this Contract;
 - ii. failure by the Customer to operate the Software in accordance with specifications which have been made known by the Contractor to the Customer;
 - iii. use by the Customer of the Software in an information technology environment other than that provided for in the Specifications; or
 - iv. failure by the Customer to use the Software in conformity with user documentation provided by the Contractor under this Contract; or
 - v. modifications or changes to the Software by the Customer where that modification or change was not first approved in Writing by the Contractor;
 - b. correction of errors or defects caused by the reproduction or adaptation of the Software by the Customer pursuant to the Copyright Act 1968 (Cwlth) section 47E or 47F;
 - c. equipment maintenance; or

- d. any other service expressly excluded in Attachment 6 to the Contract Details.

16. SYSTEMS INTEGRATION

16.1. When this clause applies

- 16.1.1. This clause 16 applies where the Contract Details indicate that the Contractor is to provide Systems Integration Services.

16.2. Supply of System

- 16.2.1. The Contractor will supply and integrate the System described in Attachment 1 to the Contract Details in accordance with the ABS Project Timetable.

16.3. System Specifications

- 16.3.1. The System will incorporate the equipment, software and other components, and will comply with the functional, operational, performance or other characteristics, specified in Attachment 1 to the Contract Details.

16.4. Hardware Componentry

- 16.4.1. To the extent that the System comprises equipment, the equipment will be supplied in accordance with the requirements of clause 11 unless and to the extent specified in Attachment 1 to the Contract Details.

16.5. Software Componentry

- 16.5.1. To the extent that the supply of the System involves the development of software, such development will take place in accordance with clause 13 unless and to the extent stipulated in Attachment 1 to the Contract Details.
- 16.5.2. To the extent the supply of the System requires the licensing of software from the Contractor to the Customer, the software will be supplied in accordance with the provisions of clause 14 unless and to the extent specified in Attachment 1 to the Contract Details.
- 16.5.3. To the extent the supply of the System requires the licensing of Third Party Software from a third party licensor direct to the Customer, and except as specified to the contrary in Attachment 1 to the Contract Details, the Contractor will procure for the Customer a non-exclusive, non-transferable licence to use such software on terms consistent with the Customer's requirements as set out in this Contract.

16.6. Warranty

- 16.6.1. In addition to and notwithstanding warranties otherwise provided by the Contractor to the Customer under this Contract, and notwithstanding any warranties provided by a third party to the Customer under a direct licence from the third party to the Customer or by reason of an assignment of warranty

pursuant to clause 21.3.1, the Contractor warrants that for a period of 90 days from Acceptance (or such other period as is specified in Attachment 1 to the Contract Details):

- a. the Managed Services and Developed Software shall meet the Specifications; and
- b. all components of the Managed Services and Developed Software will interact with each other in accordance with the Specifications.

17. GENERAL RESPONSIBILITIES OF THE CONTRACTOR AND CUSTOMER

17.1.1. Each party will:

- a. fully cooperate with each other to ensure timely progress and fulfilment of the Contract;
- b. act reasonably and in good faith with respect to matters that relate to the Contract;
- c. if, and to the extent, specified in the Contract Details, hold meetings (including meetings relating to planning, review and issue resolution) as necessary and report to the other on a regular basis in order to keep the other fully informed of the progress of work required under the Contract; and
- d. perform its obligations and responsibilities by the dates specified in the Contract.

18. SPECIFIC RESPONSIBILITIES OF THE CONTRACTOR

18.1. Customer Requirements

18.1.1. The Contractor will ensure the Services and Products comply with the Specifications, standards and service levels as specified in the Contract Details. The Contractor will comply with reasonable directions given by the Customer in discharging these obligations.

18.2. Facilities and Assistance

18.2.1. To enable timely progress and completion of this Contract, the Contractor will:

- a. subject to any stipulation in the Contract Details, establish and maintain all necessary facilities for the effective conduct and management of its responsibilities;
- b. record any material changes in relevant facilities or procedures and make this record available to the Customer on request or as otherwise specified in the Contract Details; and
- c. provide all reasonable assistance required by the Customer.

18.3. Relationship of the parties

- 18.3.1. The Contractor is not by virtue of this contract an agent of the Customer, nor does the Contractor have any power or authority to bind or represent the Customer.
- 18.3.2. The Contractor shall not:
- a. Misrepresent its relationship with the Customer; and
 - b. Engage in any misleading or deceptive conduct in relation to the provision of Managed Services and Developed Software.

18.4. Documentation

- 18.4.1. The Contractor will ensure that the documentation, publications and aids relevant to any Service or Product are:
- a. of a reasonable standard in terms of presentation, accuracy and scope;
 - b. the most current, accurate and up-to-date versions available at the date of the Contract; and
 - c. published in English with all key terms, words and symbols adequately defined or explained.
- 18.4.2. If any documentation is revised or replaced for any reason, the Contractor will supply the Customer with revisions or replacements at no additional cost to the Customer if the Customer is at that time in receipt of Software Support Services.

18.5. Training

- 18.5.1. The Contractor will provide the training specified in the Contract Details, at the price specified in the Contract Details.

18.6. Taxes

- 18.6.1. All taxes (including but not limited to Goods and Services Tax) duties and government charges ('Taxes') imposed or levied in Australia (but not overseas) under this Contract will be paid by the Customer and the Customer agrees to pay such Taxes to the Contractor.
- 18.6.2. Without limiting the preceding paragraph, and unless specified to the contrary in the Contract Details, all prices are inclusive of Goods and Services Tax ('GST') at the prevailing GST rate on the Services and Products and other supplies made under this Contract ('the Supplies') to the extent that they are taxable supplies within the meaning of the *A New Tax System (Goods and Services Tax Act) 1999 (Cwlth)* ('the GST Act').
- 18.6.3. In relation to any GST on the Services and Products, the Contractor must issue the Customer with a tax invoice in accordance with the GST Act before any additional amount becomes due under clause 18.6.2.
- 18.6.4. Subject to clause 18.6.3, if any Australian government or authority imposes or varies a tax (other than income tax) on the Contract, any transaction under the

Contract or on a Product or Service, that is not otherwise provided for in the amount payable under this Contract, the Customer agrees to pay it when the Contractor invoices the Customer.

- 18.6.5. If Attachment 7 to the Contract Details specifies that the Customer is responsible for payment of GST on specified Supplies, it will make such payment when the relevant charges are due or otherwise as required by the Contract Details.
- 18.6.6. If a payment to satisfy a claim or a right to claim under or in connection with this Contract (for example, a claim for damages for breach of contract) gives rise to a liability to pay GST, the payer must also pay, and indemnify the payee against, the amount of that GST.
- 18.6.7. If a party has a claim under or in connection with this Contract for a cost on which that party must pay GST, the claim is for the cost plus all GST (except any GST for which that party is entitled to an input tax credit).
- 18.6.8. Neither party may claim from the other an amount for which the first party may claim an input tax credit.
- 18.6.9. In clauses 18.6.1 - 18.6.8, words have the same meaning as in the GST Act unless the context makes it clear that a different meaning is intended.

18.7. Preparation of invoices

- 18.7.1. After Acceptance of a Service or Product, or as otherwise specified in Attachment 7 to the Contract Details, the Contractor will promptly and correctly prepare and deliver an invoice setting out the amounts then properly due to it from the Customer. To prepare the invoice correctly, the Contractor will ensure that:
 - a. the invoice contains detail such is sufficient to enable the Customer, acting reasonably, to identify:
 - i. the Service or Product concerned;
 - ii. when the Service or Product was supplied and (if relevant) accepted; and
 - iii. the amount payable in respect of each item;
 - b. the invoice is addressed in accordance with the Customer's requirements as specified in Attachment 7 to the Contract Details, or as otherwise advised in Writing;
 - c. the invoice sets out the amount paid by the Customer as GST for supplies made under this Contract which are taxable supplies; and
 - d. the invoice is a valid tax invoice for the purposes of the GST Act.

18.8. Site Specification

- 18.8.1. To the extent specified in the Contract Details, the Contractor will provide the Customer with particulars of the implementation and environmental

requirements of a Service and/or Product in order to permit the Customer to prepare the site accordingly.

18.9. Insurance Requirements

- 18.9.1. In connection with the provision of the eCensus Solution and associated Services, the Contractor must have and maintain:
- a. for the period of the contract, valid and enforceable insurance policies for:
 - i. public liability;
 - ii. either professional indemnity or errors and omissions;
 - iii. product liability;
 - iv. workers' compensation as required by Law; and
 - v. any additional types of insurance specified in the Contract Details; andin the amounts specified the Contract Details.
- 18.9.2. The Contractor will, on request, produce to the Customer satisfactory evidence that the Contractor has effected and/or renewed a particular insurance policy or that the Contractor continues to be a beneficiary under a particular insurance policy.

18.10. Conduct at Customer's premises

- 18.10.1. The Contractor must, in carrying out this Contract including when using or accessing the Customer's premises or facilities, comply with all relevant legislation, codes of practice, policies, reasonable directions and procedures relating to:
- a. work health and safety, including in relation to consultation, representation and participation; and
 - b. security,
 - c. applicable to those premises or facilities, whether specifically drawn to the attention of the Contractor or as might reasonably be inferred from the circumstances;
- 18.10.2. In the event of an inconsistency between any of the requirements referred to in clause 18.10.1, the Contractor will comply with the requirements that produce the highest level of health and safety.

18.11. Performance Guarantee and Financial Undertaking

- 18.11.1. The Contractor will, to the extent specified in the Contract Details, provide or procure a performance guarantee (conditional or unconditional), financial undertaking or other similar arrangement substantially in the form specified in Appendices 6, 7 and/or 8 as applicable.

- 18.11.2. The Customer will consent to the discharge of a performance guarantee, financial undertaking or similar arrangement made pursuant to clause 18.11.1 if, at any time following the termination or expiry of this Contract, the Contractor can demonstrate to the Customer's reasonable satisfaction that there is no basis for any claim to be made against the performance guarantee, financial undertaking or similar arrangement in the future.

18.12. Security

Compliance with PSPF

- 18.12.1. The Contractor must, and must ensure that its subcontractors and Personnel comply with:
- a. all relevant requirements of the PSPF and its Protective Security Protocols (Personnel security, Information security and Physical security), including the PSPF Protective security governance guidelines – Security of outsourced services and functions;
 - b. the requirements of the Customer's Agency protective security policies and procedures under the PSPF, including as set out in the Contract Details;
 - c. any additional security requirements specified in the Contract Details; or
 - d. any other security requirements that are Notified by the Customer to the Contractor from time to time, including any changes to the requirements referred to in clauses 18.12.1.a, 18.12.1.b and/or 18.12.1.c. Such other security requirements must be complied with from the date specified in the notice, or if none is specified, within 5 Business Days of receipt of the notice.

Security classified information

- 18.12.2. The Contractor acknowledges and agrees that:
- a. it must not, and must not permit any of its Personnel or subcontractors, to access security classified information unless the individual concerned has a security clearance to the appropriate level and the need-to-know, and will prevent access by any such individual whose security clearance has lapsed or been revoked or who no longer requires such access;
 - b. it must notify the Customer immediately upon becoming aware of any unauthorised access to security classified information and the extent and nature of that access (whether incidental or accidental access, or by any of its Personnel or subcontractors), and must comply with any reasonable directions of the Customer in order to rectify the security incident; and
 - c. it must, and must ensure that its Personnel and subcontractors, store and handle security classified information and resources in premises and facilities that meet the minimum standards set by the Commonwealth for storage and handling of such information and/or resources, as applicable, of the relevant security classification level.

Official Information

- 18.12.3. The Contractor acknowledges and agrees that:
- a. if and when requested by the Customer, it, its Personnel and subcontractors, must promptly execute a declaration of interest and deed of non-disclosure, in a form reasonably required by the Customer, relating to the use and non-disclosure of official information in connection with this Contract;
 - b. it must promptly notify and disclose to the Customer any conflict of interest affecting it, its Personnel or subcontractors, that may impact on security in the performance of the Contractor's obligations with respect to official information under this Contract;
 - c. it must promptly inform, and keep informed, its Personnel and subcontractors in respect of all the Customer's security requirements, and the security obligations of the Contractor under this Contract, including that the obligation to maintain confidentiality of official information is ongoing (notwithstanding termination or expiry of this Contract or their involvement with it);
 - d. it must, and must ensure that its Personnel and subcontractors, have and use systems, that meet the designated information security standards under the Australian Government Information Security Manual, for the electronic processing, storage, transmission and disposal of official information;
 - e. it must, and must ensure that its Personnel and subcontractors, notify the Customer immediately of any actual or suspected security incident, security infringement, security violation or security breach in connection with this Contract, including where it may impact upon the provision of the Services, or official information held by or in the control of the Contractor; and
 - f. on termination or expiry of this Contract it must, and must ensure that its Personnel and subcontractors;
 - g. delete all official information from their respective ICT systems, and
 - h. return all Customer resources and assets to the Customer, except to the extent that the Law requires it to be retained by them, in which event the retained information, resource or asset continues to be subject to all security requirements applying under this Contract.

Security clearance

- 18.12.4. The Contractor acknowledges and agrees that:
- a. upon reasonable notice from the Customer, it must ensure that each of its Personnel and subcontractors hold and maintain a security clearance at the level and for the period as Notified by the Customer to the Contractor, from time to time; and
 - b. the Contractor is responsible for:

- i. all its own costs and expenses associated with obtaining and maintaining security clearances for its Personnel and subcontractors; and
- ii. all costs and expenses incurred by the Customer in respect to security vetting or otherwise associated with the security clearance process where the number of people to be vetted, for any reason, exceeds the number, if any, agreed by the Customer in writing.

Customer Data and Customer Material

18.12.5. The Contractor must not, and must ensure that its subcontractors and Personnel do not:

- a. in addition to any obligation under Law, comply with all requirements applying to Customer Data and/or Customer Material, advised by the Customer at any time, including restriction on use or security requirements;
- b. notify the Customer immediately and comply with all directions of the Customer if any of them become aware of any contravention of the Customer's requirements in relation to Customer Data and/or Customer Material;
- c. not remove Customer Data or allow Customer Data to be removed from the Customer's premises without the prior written consent of the Customer;
- d. not take Customer Data and/or Customer Material or allow Customer Data and/or Customer Material to be taken outside of Australia without the prior written consent of the Customer; and
- e. report to CERT Australia³, and the Customer, any breaches of ICT system security that do not involve official information.

Interpretation

18.12.6. In this clause 18.12:

- a. regardless of whether or not the first letter of any word is capitalised, 'asset', 'Australian Government Information Security Manual', 'confidentiality', 'conflict of interest', 'ICT system', 'information security', 'need-to-know', 'official information', 'personnel security', 'physical security', 'protective security', 'resources', 'security classified information', 'security breach', 'security clearance' and 'security incident', have the meaning given to them in the PSPF Australian Government protective security policy framework – glossary of security terms; and

³ "CERT Australia" means the National Computer Emergency Response Team established by the Commonwealth Attorney-General's Department, details of which are available at <https://www.cert.gov.au/about>

- b. an obligation of the Contractor under any of clauses 18.12.1, 18.12.2, 18.12.3, 18.12.4 or 18.12.5 is additional to and does not affect nor derogate from the obligations of the Contractor under:
 - i. one or more of the other of those clauses; and/or
 - ii. any other provision of this Contract.

**18.13. Privacy – Protection
of Personal
Information**

- 18.13.1. The Contractor must not do any act or engage in any practice which, if done or engaged in by the Customer, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth) (the **Privacy Act**).
- 18.13.2. The Contractor acknowledges that to the extent that it provides Services under this Contract that it is a 'contracted service provider' as defined in the Privacy Act.
- 18.13.3. Without limiting clause 18.13.1, the Contractor agrees to the extent that the Contractor has access to or deals with Personal Information in connection with this Contract:
 - a. to use or disclose Personal Information only for the purposes of this Contract;
 - b. to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Contract that are inconsistent with relevant requirements binding on a party to this Contract);
 - c. to immediately notify the Customer if the Contractor becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 18.13, whether by the Contractor or its Personnel;
 - d. to comply with any directions, guidelines, determinations or recommendations of the Information Commissioner, the Privacy Commissioner or the Customer, to the extent that they are consistent with the requirements of this clause 18.13; and
 - e. to ensure that any Personnel of the Contractor who are required to deal with Personal Information for the purposes of this Contract are made aware of the obligations of the Contractor set out in clause 18.13
 - f. to comply with the Additional Privacy Requirements (if any).
- 18.13.4. The Contractor agrees to ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the subcontractor has the same awareness and obligations as the Contractor has under this clause 18.13, including this requirement in relation to subcontracts.
- 18.13.5. The Contractor agrees to indemnify the Customer in respect of any loss suffered or incurred by the Customer which arises directly or indirectly from a

breach of any of the obligations of the Contractor under this clause 18.13, or a subcontractor under the subcontract provisions referred to in clause 18.13.4.

- 18.13.6. Nothing in this clause 18.13 derogates from any other obligation the Contractor may have at Law, or under this Contract or any other agreement, including, without limitation, in respect to confidentiality, privacy, protection of Personal Information, security or information protection.

18.14. Workplace Gender Equality

- 18.14.1. This clause 18.14 applies only to the extent that the Contractor is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act).
- 18.14.2. If the Contractor becomes non-compliant with the WGE Act during the Contract Period, the Contractor must promptly notify the Customer.
- 18.14.3. The Contractor must provide its annual letter of compliance to the Customer promptly upon it being issued by the Workplace Gender Equality Agency annually to the Customer⁴.
- 18.14.4. Compliance with the WGE Act does not relieve the Contractor from its responsibility to comply with its other obligations under this Contract.

18.15. Work Health and Safety

- 18.15.1. In relation to this Contract the Contractor must:
- a. comply, ensure that the Services and work conducted by or on its behalf comply, and ensure so far as is reasonably practicable that its Personnel comply, with the WHS Law⁵ and with all applicable Laws, standards and policies and requirements of this Contract that relate to the health and safety of the Contractor, Personnel and third parties. The other provisions of clause 18.15 do not limit this clause;
 - b. ensure so far as is reasonably practicable, that the health and safety of other persons (including Customer Personnel) is not put at risk;
 - c. consult, cooperate and coordinate with the Customer in relation to the Contractor's work health and safety duties;

⁴ Note that the first annual letter of compliance may be issued at a time being 6 – 18 months following the original letter of compliance. The Contractor will not be in breach of this provision if its first annual letter of compliance is not provided within 12 months from the date of the original letter of compliance, providing that the Contractor promptly provides it to Customer following the date on which it issued.

⁵ "WHS Law" means the *Work Health and Safety Act 2011* (Cth) (WHS Act) and any 'corresponding work health and safety law' as defined in section 4 of the WHS Act.

- d. promptly notify the Customer of any event or circumstance that has, or is likely to have, any adverse effect on the health or safety of persons to whom the Customer has a duty under WHS Law;
 - e. if a 'notifiable incident' (as defined by WHS Law)(Notifiable Incident) occurs:
 - i. immediately report to the Customer including all relevant details known to the Contractor; and
 - ii. as soon as possible investigate the Notifiable Incident to determine (as far as can reasonably be done) its cause and any adverse effects on the Contract including risks to health and safety, and take all reasonable steps to remedy any effects on health and safety and to ensure the event or circumstances that led to the Notifiable Incident do not recur.
 - f. comply, and ensure that its Personnel comply, with any direction given by the Customer in connection with its work under this Contract, that the Customer 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 (including a Notifiable Incident);
 - g. promptly provide to the Customer, upon request, information documentation or evidence relevant to its obligations under this clause 18.15.1, or to assist the Customer and its Personnel to comply with their duties under WHS Law, including a written report on the investigation and response to an event or circumstance notified under paragraphs clause 18.15.1.d or 18.15.1.e; and
 - h. co-operate fully with any investigation by any government agency (including the Commonwealth), parliamentary inquiry, board of inquiry or coronial inquiry with respect to a Notifiable Incident.
 - i. The Contractor acknowledges that it will meet its obligations under this clause 18.14 solely at its own cost and expense, and without charge to or reimbursement from the Customer (or the Commonwealth).
- 18.15.2. If the Contractor uses a subcontractor in relation to this Contract, it must ensure that the subcontract imposes obligations on the subcontractor equivalent to the obligations under clauses 18.10 and 18.15.1.
- 18.15.3. The Contractor acknowledges that it will meet its obligations under this clause 18.15 solely at its own cost and expense, and without charge to or reimbursement from the Customer (or the Commonwealth).

18.16. Archival Requirements

- 18.16.1. The Contractor agrees to comply with, and to follow any reasonable directions by the Customer which are relevant to, any applicable Commonwealth, State or Territory legislation relating to archival requirements.

18.17. Cooperation with other Service Providers

- 18.17.1. The Contractor must cooperate with any third party service provider appointed by the Customer where this is necessary to ensure the integrated and efficient conduct of the Customer's operations.
- 18.17.2. Without limiting the preceding paragraph, the Contractor must provide such reasonable assistance to other service providers as the Customer may request from time to time, provided that the Contractor will be entitled by prior agreement with the Customer (which will not be unreasonably withheld) to charge for costs incurred as a direct result of providing such cooperation.

18.18. Australian Government ICT Sustainability Plan

- 18.18.1. The Contractor agrees to comply with the Australian Government ICT Sustainability Plan 2010-2015 (ICT Sustainability Plan), where relevant to the provision of the Services.
- 18.18.2. In particular, the Contractor must:
- a. comply with ISO 14024 or ISO 14021 at the level of Electronic Product Environmental Assessment Tool (EPEAT) "Silver" rating or equivalent as a minimum standard for relevant Hardware being supplied under this Contract;
 - b. comply with the current version of ENERGY STAR® for any relevant Hardware supplied under this Contract – refer <http://www.energyrating.gov.au/programs/e3-program/high-energy-performance-standards/energy-star-australia/>;
 - c. where no other disposal arrangements are specified for equipment supplied under this Contract:
 - i. for ICT equipment covered by the National Television and Computer Recycling Scheme, take back the supplied equipment at end-of-use for re-use or resource recovery; and
 - ii. for mobile devices/toner cartridges, either take back the devices/cartridges at end-of-use for re-use or resource recovery, or dispose of through a suitable recycling program (for example, the official recycling program of the Australian Mobile Telecommunications Association, or a multi vendor imaging consumables collection and recycling service);
 - d. be a signatory to the Australian Packaging Covenant or comply with the requirements of the National Environment Protection (Used Packaging Materials) Measure (unless exempt by legislation); and
 - e. have an Environmental Management System aligned to the ISO 14001 standard or alternatively, implement business processes that are aligned

to the ISO 14001 standard within six months after the commencement of this Contract.

19. SPECIFIC RESPONSIBILITIES OF CUSTOMER

19.1. Charges and Payment

- 19.1.1. The charges payable in respect of this Contract are as specified in Attachment 7 to the Contract Details.
- 19.1.2. The Customer will make payment within 30 days of receipt of a correctly rendered invoice, unless an alternative period for payment is specified in Attachment 7 to the Contract Details.
- 19.1.3. In the event of a dispute as to whether an amount is payable pursuant to an invoice, the Customer may withhold the disputed portion pending resolution of the dispute but will pay the undisputed portion within the period specified in the preceding paragraph.
- 19.1.4. The parties agree that payments may be effected by electronic transfer of funds in the manner specified in Attachment 7 to the Contract Details or as otherwise agreed from time to time.

19.2. Customer Resources

- 19.2.1. The Customer will provide the resources so specified in the Contract Details. Such resources will, to the Customer's reasonable knowledge and belief, be fit for any purpose stated in this Contract.

19.3. Facilities

- 19.3.1. The Customer warrants that:
- a. any facilities (including items of equipment and software) which it makes available to the Contractor will comply with the Specifications and any other standards set out in the Contract Details;
 - b. facilities made available to the Contractor will be maintained in the manner specified (if at all) in the Contract Details; and
 - c. should a facility which is provided by the Customer under this clause fail at any time to meet the requirements specified in the Contract Details, then without limiting any other rights of the Contractor, the Customer will promptly take reasonable steps to ensure that the facility meets those requirements as soon as practicable.

19.4. Site Preparation

- 19.4.1. To the extent specified in the Contract Details, the Customer will be responsible for site preparation to enable delivery and implementation of a Product and/or the performance of a Service.

19.5. Access to Customer's Premises

- 19.5.1. The Customer will provide the Contractor with access to the Customer's premises as specified in the Contract Details to enable the Contractor to fulfil its obligations under the Contract. Access may be temporarily denied or suspended by the Customer, at its sole discretion.
- 19.5.2. Where access is temporarily denied or suspended by the Customer (except in circumstances where access is temporarily denied or suspended due to an investigation into the conduct of the Contractor's Personnel), the Contractor will be entitled to an extension of time to complete any obligations which are directly and adversely affected by the denial of access. Without limiting the foregoing, the Customer will, following a temporary denial or suspension of access, permit a resumption of access as soon as practicable.

20. ACCEPTANCE

20.1. Acceptance

- 20.1.1. The Customer will accept:
- a. a Product which has successfully completed the relevant acceptance tests or met the relevant acceptance criteria; and/or
 - b. a Service which has met the relevant acceptance criteria, in accordance with the Acceptance requirements as specified in, or determined in accordance with, the Acceptance Process Plan and Test Plan or specified in any Change Order.
- 20.1.2. If no relevant acceptance test is specified in the Acceptance Process Plan, Test Plan, Attachment 8 or Change Order, the Service or Product will be deemed to have been accepted if the Contractor delivers (and if relevant installs) the Product, or provides the Service, in accordance with all relevant Contract stipulations.

20.2. Customer Cooperation

- 20.2.1. To the extent specified in the Acceptance Process Plan or Test Plan, and otherwise as reasonably requested by the Contractor, the Customer will provide materials and facilities reasonably necessary for the conduct of any Acceptance tests, including power, environment, consumables and data media.

20.3. Delays Caused by the Customer

- 20.3.1. Should the Customer cause a delay in the performance of the Acceptance tests for any reason, the Customer will agree to an extension of time for completing the tests that is reasonable in the circumstances. The Customer will be responsible for the reasonable additional costs incurred by the Contractor in these circumstances.

20.4. Test Procedures

- 20.4.1. The parties will conduct any Acceptance tests, and discharge their respective responsibilities, in the manner specified in the Acceptance Process Plan and Test Plan.

20.5. Certificate of Acceptance

- 20.5.1. Where the Acceptance Process Plan or Test Plan specifies Acceptance requirements, payment is conditional upon the issue of a certificate of Acceptance. The Customer will issue a certificate of Acceptance within five (5) working days of the date on which the Acceptance requirements are met, or within any other period specified in the Acceptance Process Plan or Test Plan.
- 20.5.2. The certificate of Acceptance will be in the form specified in Appendix 2 and will indicate the actual date on which the Acceptance requirements are met. The certificate of Acceptance constitutes an acknowledgment that the Contract requirements in respect of the relevant Product or Service have been satisfied as at the date stated in the certificate.

20.6. Failure

- 20.6.1. If the Customer concludes that a Service and/or Product has failed an Acceptance requirement, the Customer must set out the basis of this conclusion in Writing. Subject to consideration of any explanation provided by the Contractor in respect of the failure, the Customer may:
- a. waive the relevant Acceptance requirement;
 - b. require that further reasonable tests be conducted at the Contractor's expense, such tests to be satisfactorily completed as a condition of Acceptance within 30 days of the scheduled commencement date or within such other period as the parties agree;
 - c. conditionally accept the Product or Service, subject to the Contractor agreeing to deliver a work-around or to otherwise rectify any outstanding deficiency within a set time frame; or
 - d. subject to the Customer having provided the Contractor with at least one opportunity to conduct further tests pursuant to clause 20.6.1.b, reject the Product concerned, whereupon the Contractor will be in breach of this Contract. Without limiting any other remedy which may be available in these circumstances, the Customer may require the removal of the rejected Product.

20.7. Supplementary Tests

- 20.7.1. If the Customer reasonably concludes at any time prior to Acceptance that there is a reasonable likelihood of non-compliance with the Acceptance tests, it may require the Contractor to carry out supplementary tests to establish whether the relevant Product in fact complies with the Acceptance requirements.

- 20.7.2. The Contractor will pay the costs of any such supplementary tests which demonstrate the Product does not comply with the Acceptance requirements. Otherwise, the costs of such tests will be borne by the Customer.
- 20.7.3. The Contractor will not be responsible for delays caused by supplementary tests unless those tests demonstrate the Product does not comply with the Acceptance requirements.

21. WARRANTIES – CONTRACTOR

21.1. Rectification during Warranty Period

- 21.1.1. The Contractor warrants that any Product supplied under the Contract will conform with the relevant Specifications throughout the relevant Warranty Period.
- 21.1.2. Without limiting any other rights of the Customer, the Contractor will, at no charge, promptly rectify any Defect in a Product which becomes apparent during the relevant Warranty Period.
- 21.1.3. The warranties will be diminished to the extent that any misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by the Customer or failure caused by a product for which the Contractor is not responsible interferes with the delivery of Managed Services or Developed Software.

21.2. Compliance with Standards

- 21.2.1. Subject to any contrary provision in the Contract Details, a Service or Product supplied by the Contractor must comply with the applicable Australian or New Zealand standards or, if there are no applicable Australian or New Zealand standards, any applicable international standards.

21.3. Third Party Warranties

- 21.3.1. Where the Contractor supplies Products that have been procured from a third party, the Contractor assigns to the Customer, to the extent practicable and to the extent permitted by Law, the benefits of the warranties given by the third party. This assignment does not in any way relieve the Contractor of the obligation to comply with warranties offered directly by the Contractor under this Contract.

22. AUDIT AND ACCESS REQUIREMENTS

22.1. Audits

- 22.1.1. Audits under this clause may be conducted in respect of:
- a. the Contractor's compliance with all its obligations under the Contract including but not limited to:

- i. confidentiality, privacy, security and its adherence to Commonwealth policy requirements referred to in the Contract;
 - ii. the Contractor's invoices and reports produced for the purposes of the Contract;
 - b. the Contractor's practices and procedures as they relate to the Contract, including security procedures; and
 - c. any other matters reasonably determined by the Customer to be relevant to the performance of the Contractor's obligations under the Contract.
- 22.1.2. Audit access under this clause 22 will be subject to prior agreement by the Contractor, with such agreement not to be unreasonably withheld. The parties agree that the right of audit shall be limited to only that information that relates to this Contract. The parties agree that the right of audit does not extend to profit and loss information and information which is the subject of a separate duty of confidentiality to a third party and which does not relate to this Contract. The Customer agrees to provide timely notice, to adhere to the Contractor's reasonable internal security policies with respect to use and disclosure of the Contractor's and third parties' Confidential Information.

22.2. Conduct of Audits

- 22.2.1. The Contractor must participate in audits of the Contract at the frequency and in relation to the matters specified by the Customer (including on an ad hoc basis if requested by the Customer), for the purpose of ensuring that the Contract is being properly performed and administered. The Customer may appoint an independent person to assist in the audits. Audits may consider all aspects of the Contractor's performance including but not limited to any performance indicators, benchmarks or targets.
- 22.2.2. The Contractor must participate promptly and cooperatively in any audits conducted by the Customer or its nominee.
- 22.2.3. Except in those circumstances in which notice is not practicable or appropriate, and without limiting any other right, recourse or remedy of the Customer, the Customer must give the Contractor reasonable notice of an audit and, where reasonably practicable, an indication of which documents and/or class of documents the auditor may require.
- 22.2.4. Subject to any express provisions in this Contract to the contrary, each party must bear its own costs associated with any audits.
- 22.2.5. The requirement for, and participation in, audits does not in any way reduce the Contractor's responsibility to perform its obligations in accordance with this Contract.
- 22.2.6. The Customer must use reasonable endeavours to ensure that audits performed in accordance with this clause do not unreasonably delay or disrupt the Contractor's performance of its obligations under this Contract.
- 22.2.7. The Contractor must promptly take, at no additional cost to the Customer, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit in the way the Contractor has under this Contract:

- a. supplied any Services or Products; or
- b. calculated charges, or any other amounts or fees billed to the Customer.

**22.3. Access to the
Contractor's
Premises and
Records**

- 22.3.1. For the purposes of clause 22, the Contractor must grant, and where relevant must ensure that its subcontractors grant, the Customer and its nominees or the Auditor-General access as required by the Customer, to the Contractor's premises and data, records, accounts and other financial material or material relevant to the performance of this Contract, however and wherever stored or located, under the Contractor's or its subcontractors' custody, possession or control for inspection and/or copying.
- 22.3.2. In the case of documents or records stored on a digital medium, the Contractor must make available on request at no additional cost to the Customer such reasonable facilities as may be necessary to enable a legible reproduction to be created.
- 22.3.3. Without limiting any other provision of the Contract, the Commonwealth Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner, for the purpose of performing the Auditor-General's or the Privacy Commissioner's statutory functions and/or powers respectively, may, at reasonable times:
 - a. access the premises of the Contractor;
 - b. require the provision by the Contractor, its employees, agents or subcontractors, of records and other information which are related to the Contract; and
 - c. access or inspect any copy documentation and records or any other matter relevant to the Contractor's obligations or performance of the Contract, however stored, in the custody or under the control of the Contractor and its personnel.
- 22.3.4. The Contractor must ensure that any subcontract entered into for the purpose of this Contract contains an equivalent clause granting the rights specified in clauses 22.3.1 - 22.3.8 and in clause 22.1.1 with respect to the subcontractor's premises, data, records, accounts, financial material and information of its Personnel.
- 22.3.5. In the exercise of the general rights granted by clauses 22.3.1 - 22.3.4, the Customer must use reasonable endeavours not to unreasonably interfere with the Contractor's performance under this Contract in any material respect.
- 22.3.6. Without limiting any of its other obligations under this Contract, the Contractor must, at its own cost, ensure that it keeps full and complete records in accordance with all applicable Australian Accounting Standards and that data, information and records relating to this Contract or its performance are

maintained in such a form and manner as to facilitate access and inspection under this clause.

22.3.7. Clauses 22.3.1 - 22.3.6 apply for the term of this Contract and for a period of seven (7) years from the date of its expiry or termination.

22.3.8. Nothing in this Contract reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner. The rights of the Customer under this Contract are in addition to any other power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner.

22.4. Specific Audit Requirements

22.4.1. The Contractor agrees to comply with any additional or special audit requirements of the Customer set out in the Contract Details.

22.5. Interpretation of this Clause

22.5.1. In this clause 22:

- a. a reference to the 'Auditor-General' is a reference to the Auditor-General or equivalent office holder with jurisdiction over the Customer;
- b. a reference to the 'Privacy Commissioner' is a reference to the Privacy Commissioner or equivalent office holder (if any) with jurisdiction over the Customer.

23. PERSONNEL

23.1. Provision of Personnel

23.1.1. The parties will each utilise such Personnel as are necessary to enable them to fulfil their respective obligations under this Contract. Each party will ensure that the Personnel which it utilises pursuant to this clause have the requisite skills and experience.

23.2. Key Personnel

23.2.1. Where Personnel are specified in the Contract Details as being responsible for the performance of key roles or tasks under this Contract, the Contractor will provide those individuals to fulfil those tasks.

23.2.2. If a specified individual is unavailable at any time, the Contractor will promptly advise the Customer and propose a substitute. Any substitute Personnel must be approved by the Customer. The Customer may not unreasonably withhold its approval of a substitute but it may give its approval subject to such conditions as it reasonably considers necessary to protect its interests under this Contract.

- 23.2.3. The Customer may, at its absolute discretion, request the Contractor to remove Personnel from work in relation to this Contract. In these circumstances, the Customer may request the Contractor to provide replacement Personnel at no additional cost and at the earliest opportunity. If the Contractor does not comply with any such request, then the Customer may terminate this Contract in accordance with the provisions of clauses 32.2.1 - 32.2.4.

24. CONFIDENTIAL INFORMATION

24.1. Confidential Information not to be disclosed

- 24.1.1. Subject to clause 24.3.1, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.
- 24.1.2. In giving written consent to the disclosure of the Customer's Confidential Information, the Customer may impose such conditions as it thinks fit, and the Contractor agrees to comply with these conditions.

24.2. Written undertakings

- 24.2.1. The Customer may at any time require the Contractor to arrange for:
- a. its Personnel; or
 - b. any person with a Third Party Interest,
to give a written acknowledgement or undertaking in a form acceptable to the Customer relating to the use and non-disclosure of the Customer's Confidential Information.
- 24.2.2. If the Contractor receives a request under clause 24.2.1, it must promptly arrange for all such undertakings to be given.

24.3. Exceptions to Obligations

- 24.3.1. The obligations on the parties under this clause 24 will not be taken to have been breached to the extent that Confidential Information:
- a. is disclosed by a party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Contract;
 - b. is disclosed to a party's internal management Personnel solely to enable effective management or auditing of contract-related activities;
 - c. is disclosed by the Customer to the responsible Minister;
 - d. is disclosed by the Customer in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - e. is shared by the Customer with the Customer's organisation, or with another agency, where this serves the Commonwealth's legitimate interests;

- f. is authorised or required by a Law of Australia to be disclosed; or
- g. is in the public domain otherwise than due to a breach of this clause 24.

24.3.2. Nothing in this Contract shall restrict either party from the use of any ideas, concepts, know-how or technique relating to the Services which either party, individually or jointly develops or discloses under this Contract. Nothing contained in the paragraph gives either party the right to disclose, publish, or disseminate:

- a. the source of information;
- b. any financial, statistical or personnel data of the other party; or
- c. the business plans of the other party.

24.4. Obligation on disclosure

24.4.1. Where a party discloses Confidential Information to another person pursuant to clauses 24.3.1.a - 24.3.1.e, the disclosing Party must notify the receiving person that the information is confidential.

24.4.2. In the circumstances referred to in clauses 24.3.1.a, 24.3.1.b and 24.3.1.e, the disclosing party must not provide the information unless the receiving person agrees to keep the information confidential.

24.5. Additional Confidential Information

24.5.1. The parties may agree in Writing after the Commencement Date that certain information is to constitute Confidential Information for the purposes of this Contract.

24.6. Period of Confidentiality

- 24.6.1. The obligations under this clause 24 continue, notwithstanding the expiry or termination of this Contract:
- a. in relation to an item of information described in Attachment 9 to the Contract Details - for the period set out in the Contract Details in respect of that item; and
 - b. in relation to any information which the parties agree in Writing after the Commencement Date is to constitute Confidential Information for the purposes of this Contract - for the period agreed by the parties in Writing in respect of that information.

24.7. No Reduction in Privacy Obligations

24.7.1. Nothing in this clause 24 derogates from any obligation which the Contractor may have either under the *Privacy Act 1988* as amended from time to time, or under this Contract, in relation to the protection of Personal Information.

25. INTELLECTUAL PROPERTY

25.1. Contract Material

- 25.1.1. Subject to clause 25.2, all Intellectual Property Rights in the Contract Material vest in the Contractor.
- 25.1.2. The Contractor grants the Customer a perpetual, gratis, non-exclusive, non-transferable license (including the right to sublicense) to use, reproduce, communicate, modify and adapt the Contract Material as listed in Appendix 1 – Contract Details, but only for the purpose of gaining the benefit of the eCensus Application as a whole.

25.2. Pre-existing Material

- 25.2.1. Nothing in this clause affects Intellectual Property Rights in the Pre-existing Material to the extent that it may be used or exploited independently of the Contract Material or the eCensus Application. Such rights in the Pre-existing Material are retained by the Contractor
- 25.2.2. Except as otherwise agreed to in writing by the parties, the Contractor grants the Customer a perpetual, gratis, non-exclusive, non-transferable license (including the right to sublicense) to use, reproduce, communicate, modify and adapt the Pre-existing Material, but only for the purpose of gaining the benefit of the eCensus Application as a whole.

25.3. eCensus Application

- 25.3.1. Subject to clause and clause 26.6, all Intellectual Property Rights in the eCensus Application are assigned to the Customer.
- 25.3.2. Subject to clause 25.2 and clause 26.6, the Contractor must do all things and execute all documents reasonably necessary or convenient to vest those Intellectual Property Rights in the Customer at the Customer's cost.
- 25.3.3. Subject to clause 26.6, the Contractor grants the Customer a world-wide, perpetual, gratis, non-exclusive, transferable license (including the right to sublicense) to use, reproduce, adapt, modify, and communicate the Contractor's Pre-existing Material to the extent that these are embedded in the eCensus Application, but only for the purpose of gaining the benefit of the eCensus Application.
- 25.3.4. Subject to clause 26.6, all Intellectual Property Rights in any Developed Software, in addition to the eCensus Application vest in the Customer unless otherwise agreed in a Change Order relating to that Developed Software.
- 25.3.5. The Customer shall ensure that any use of the Pre-existing Material or the Contract Material (as the case may be) by a third party pursuant to the licences granted under clause 25.1.2, clause 25.2.2 and clause 25.3.3 is subject to that third party agreeing to an obligation to not, without the prior written consent of the Contractor and subject to the exceptions in clause 24.3.1, disclose or use the Pre-existing Material and/or the Contract Material (as the case may be) for any purpose other than for the Customer's benefit of the eCensus Application as a whole.

25.4. Licensing to Contractor

- 25.4.1. To the extent that the Intellectual Property Rights in the Developed Software vest in the Customer, the Customer will, to the extent specified in the Contract Details, grant a licence to the Contractor (including the right to sub-license) to use, maintain, support and exploit the eCensus Application.

25.5. Licensing of Customer's Materials

- 25.5.1. To the extent that the provision of Services by the Contractor necessitates access by the Contractor to the Customer's Materials, the Customer grants the Contractor a non-exclusive, non-transferable licence to use such Materials for purposes solely related to the Services, subject to any additional stipulations in the Contract Details.

25.6. Moral Rights

- 25.6.1. For the purposes of clause 25.6.2 'Specified Acts' in relation to the eCensus Application, means the following classes or types of acts or omissions:
- a. those which would, but for this clause, infringe the author's right of attribution of authorship; and
 - b. those which would, but for this clause, infringe the author's right of integrity of authorship,
but does not include:
 - c. those which would infringe the author's right not to have authorship falsely attributed.
- 25.6.2. Subject to clause 26.6, the Contractor warrants or undertakes that the author of the eCensus Application has given or will give a written consent to the Specified Acts, and that such consent extends directly or indirectly to the performance of the Specified Acts by or on behalf of the Customer in relation to the eCensus Application (whether occurring before or after the consent is given).
- 25.6.3. The Contractor acknowledges that its attention has been drawn to the Customer's general policies or practices regarding Moral Rights as described in the Contract Details. Without limiting the operation of clauses 25.6.1 - 25.6.2, the Customer agrees to use its best endeavours to apply any such policies or practices in good faith in relation to the Contract Material.

25.7. Warranty

- 25.7.1. Subject to clause 26.6, the Contractor warrants that:
- a. the eCensus Application is a new application developed specifically for the Customer; and
 - b. it contains no Licensed Software or Third Party Software unless set out in the Specifications.

25.8. Licensed Software

- 25.8.1. Nothing in this clause 25 affects the arrangements in respect of licensing of Licensed Software set out in clause 14.

26. THIRD PARTY INDEMNITY

26.1. Indemnity by Contractor

- a. The Contractor will indemnify the Customer (including its Personnel) against a loss or liability that has been reasonably incurred by the Customer as the result of a claim made by a third party where that loss or liability arises from a claim made or threatened against the Customer in which it is alleged that a Service or Product (including the Customer's use of a Service or Product) infringes the Intellectual Property Rights of a third party. For the purposes of this paragraph (b), an infringement of Intellectual Property Rights includes unauthorised acts which would, but for the operation of the *Patents Act* 1990 (Cwlth) s.163, the *Designs Act* 1906 (Cwlth) s.40A, the *Copyright Act* 1968 (Cwlth) s.183 and the *Circuits Layout Act* 1989 (Cwlth) s.25, constitute an infringement.
- 26.1.2. The Contractor's obligation regarding any claim based on any of the following:
- anything the Customer provides which is incorporated into the Developed Software or the Contractor's compliance with any designs, specifications, or instructions provided by the Customer or by a third party on the Customer's behalf;
 - the Customer's modification of Developed Software; or
 - the combination, operation, or use of the Developed Software with any product, data, apparatus, or business method that the Contractor did not provide, or the distribution, operation or use of the Developed Software for the benefit of a third party

is limited to the extent that any of the factors, events or circumstances described in a., b. and c. above do not interfere with the delivery of the Managed Services or Developed Software.

26.2. Customer's Obligations to Contractor

- 26.2.1. Where the Customer wishes to enforce an indemnity described in clause 26.1.a, it must:
- give written notice to the Contractor as soon as practicable;
 - subject to clause 26.4.1, permit the Contractor, at the Contractor's expense, to handle all negotiations for settlement and, as permitted by law, to control and direct any litigation that may follow; and
 - provide all reasonable assistance to the Contractor in the handling of any such negotiations and litigation.

26.3. Continued Use or Replacement of Infringing Material

- 26.3.1. If a claim of infringement of Intellectual Property Rights is made or threatened by a third party, the Customer will allow the Contractor, at the Contractor's expense, to either:
- a. obtain for the Customer the right to continued use of the Product; or
 - b. replace or modify the Product so that the alleged infringement ceases so long as the Product continues to provide the Customer with equivalent functionality and performance as required in the Specifications.

26.4. Conduct of Litigation by Contractor

- 26.4.1. This clause 26.4.1 applies where the Contractor is permitted to handle negotiations for settlement and to control and direct any litigation arising from a claim under clause 26.1.a.
- 26.4.2. The Contractor shall comply with the following provisions of the Commonwealth Attorney-General's Legal Services Directions issued under section 55ZF of the *Judiciary Act 1903* (Cwlth) (the 'Legal Services Directions') as if the Contractor were the Customer:
- a. paragraph 4.2 and Appendix B - which provide that claims are to be handled and litigation is to be conducted as a model litigant;
 - b. paragraph 4.3 - which provides that claims and litigation are to be conducted in accordance with legal principle and practice (as that expression is amplified in paragraph 2 of Appendix C to the Legal Services Directions);
 - c. paragraph 8 - which requires reliance on statutory limitation periods unless approval otherwise is given.
- 26.4.3. The Contractor shall:
- a. keep the Customer informed of any significant developments relating to the conduct of the defence of any claim; and
 - b. provide to the Customer, such information and documentation as are reasonably requested by the Customer, to enable the Customer to ascertain whether the defence by the Contractor of any claim is being conducted in accordance with the provisions of the Legal Services Directions.

26.5. Restricted Application of Indemnity

- 26.5.1. This clause does not address any obligation of the Contractor to indemnify the Customer against loss or liability that has been incurred by the Customer other than as a result of a claim made by a third party. The obligations of the

Contractor in circumstances not addressed by this clause will be determined by reference to clause 28 only.

26.6. Use of OSS in the Solution

26.6.1. The solution contains Open Source Software (OSS). The Contractor is not a distributor of OSS. The Customer receives no express or implied patent or copyright licence or other licence or right from the Contractor with respect to any OSS. In no event, and to the maximum extent permitted by law, does the Contractor make any warranties or conditions express or implied with respect to OSS, including the implied warranties and conditions of merchantability and fitness for a particular purpose, and does not indemnify the Customer against any claim that OSS infringes a third party's Intellectual Property Rights. Notwithstanding clause 28.1.3(c), under no circumstances, and to the maximum extent permitted by law, shall the Contractor be liable to the Customer for any damages arising solely out of the Customer's use of the OSS where the liability was directly caused by the OSS itself and not any other part of the eCensus Solution, including but not limited to, lost profits or savings, lost revenues, indirect, consequential, special, punitive and exemplary damages.

27. DISPUTE RESOLUTION

27.1. Objective

27.1.1. The parties agree to use reasonable commercial efforts to resolve by negotiation any problem that arises between them under this Contract. Neither party will resort to legal proceedings, or terminate this Contract, until the following process has been exhausted, except if it is necessary to seek an urgent interim determination.

27.2. Notification

27.2.1. If a problem arises (including a breach or an alleged breach) under this Contract which is not resolved at an operational level or which is sufficiently serious that it cannot be resolved at the operational level, a party concerned about the problem may notify the other. Management representatives of each of the parties will then endeavour in good faith to agree upon a resolution.

27.3. Mediation

27.3.1. Should the management representatives fail to reach a solution in accordance with clause 27.2.1 within 5 (five) working days (or such other time frame agreed between the parties), the parties may agree to mediation. The mediator will be selected in the manner specified in the Contract Details.

27.4. Expert Determination

27.4.1. If either party does not agree to mediation pursuant to clause 27.3.1, or if such mediation fails, the parties may agree to expert determination. The expert will be selected in the manner specified in the Contract Details. Where the parties agree to proceed by expert determination, the determination will be conducted pursuant to any relevant legislation.

27.5. Proceedings

- 27.5.1. If mediation and/or expert determination fails, or if either party states that it does not wish to proceed with either mediation or expert determination, then either party may commence legal proceedings against the other.

27.6. Continued Performance

- 27.6.1. Unless prevented by the nature of the dispute, the parties will continue to perform this Contract while attempts are made to resolve the dispute. In circumstances where the dispute relates to payment and the Contractor is required to continue to perform its obligations under this Contract pursuant to this clause, the Customer will continue to pay the Contractor any undisputed amounts.

28. LIABILITY

28.1. Limitation

- 28.1.1. If so specified in the Contract Details, liability arising under this clause 28 will be limited.
- 28.1.2. Unless expressly stated otherwise in the Contract Details, the limit on liability specified in the Contract Details will apply for the benefit of both parties in respect of each single occurrence or series of related occurrences arising from a single cause.
- 28.1.3. This limitation does not apply to liability for:
- a. personal injury, including sickness and death;
 - b. loss of, or damage to, tangible property;
 - c. infringement of Intellectual Property Rights howsoever arising
 - d. a breach of any obligation of confidentiality, security requirement or privacy; or
 - e. any breach of any statute or any wilfully wrong act or omission including, in the case of the Contractor, any act or omission that constitutes repudiation of the Contract.

28.2. Contributory Negligence

- 28.2.1. The liability of a party ('the first party') for loss or damage sustained by the other party will be reduced proportionately to the extent that such loss or damage has been caused by the other party's failure to comply with its obligations and responsibilities under this Contract and/or to the extent that the negligence of the other party has contributed to such loss or damage, regardless of whether a claim is made by the first party for breach of contract or for negligence.

28.3. Review of limitation

- 28.3.1. The parties acknowledge that the limitation of liability specified in the Contract Details will be subject to review in the event that the Contract is varied or extended.

29. APPROVAL, CONSENT OR AGREEMENT

- 29.1.1. Where the Contractor has fulfilled its obligations under this Contract and the Customer unreasonably refuses to grant any approval (including but not limited to the issuing of a certificate of Acceptance) specified in the Contract Details:
- a. the Contractor may terminate the Contract;
 - b. the Customer will pay for work performed up to the point where the approval should reasonably have been granted and will further be liable in respect of all costs reasonably incurred by the Contractor in seeking that approval; and
 - c. ownership of any Intellectual Property Rights will be determined in accordance with the provisions of this Contract.
- 29.1.2. This clause states the Contractor's sole remedy in the event of termination of this Contract under this clause 29.

30. COMMUNICATION

30.1. Electronic Commerce

- 30.1.1. To the extent specified in the Contract Details, the parties will cooperate in performing their respective obligations under the Contract in an electronic environment. The foregoing does not, however, relieve either party of its specified obligations as set out in the Contract.

30.2. Notices

- 30.2.1. Any notice under this Contract is only effective if it is in Writing, and addressed as follows:
- a. if given by the Contractor to the Customer – given by the Contractor's Representative (or any superior officer to the Contractor's Representative) and addressed to the Customer's Representative at the address specified in the Contract Details or as otherwise notified by the Customer; or
 - b. if given by the Customer to the Contractor – given by the Customer's Representative (or any superior officer to the Customer's Representative) and addressed (and marked for attention) as specified in the Contract Details or as otherwise notified by the Contractor.
- 30.2.2. A notice is to be:
- a. signed by the person giving the notice and delivered by hand; or
 - b. signed by the person giving the notice and sent by pre-paid post; or

- c. transmitted electronically by the person giving the notice by electronic mail or facsimile transmission.

30.3. Deemed Receipt

- 30.3.1. A notice is deemed to be effected:
 - a. if delivered by hand – upon delivery to the relevant address;
 - b. if sent by post – upon delivery to the relevant address;
 - c. if transmitted electronically – upon actual receipt by the addressee.
- 30.3.2. A notice received:
 - a. after 5.00 pm on a Business Day; or
 - b. on a day that is not a Business Day,
is deemed to be effected on the next Business Day.

31. GENERAL

31.1. Subcontracting

- 31.1.1. The Contractor must:
 - a. not subcontract (including any use of a third party to perform) any aspect of the provision of the Products or Services other than to those entities set out in the Contract Details, without the prior written approval of the Customer, which will not be unreasonably withheld;
 - b. not, in any event, enter into a subcontract under this Contract with a subcontractor named by the Director of the Workplace Gender Equality Agency in a report to the responsible Minister as an employer currently not complying with the reporting requirements of the *Workplace Gender Equality Act 2012* (Cth);
 - c. make available to the Customer (if requested), details of all subcontractors engaged in the provision of the Products;
 - d. inform all subcontractors and acknowledge that, the Customer may publicly disclose the names of any subcontractors engaged in the provision of the Products; and
 - e. ensure that any subcontractor approved under this Contract complies with:
 - i. Clause 18.12 (Security);
 - ii. Clause 18.13 (Privacy - Protection of personal information);
 - iii. Clause 22 (Audit and access).
 - iv. Clause 24 (Confidential Information); and
 - v. Clause 31.7 (Conflict of interest).

31.2. Entire Agreement

- 31.2.1. This Contract constitutes the entire agreement of the parties about its subject matter, and no written or oral agreement, arrangement or understanding made or entered into prior to the execution of this Contract may in any way be read or incorporated into the Contract, except as expressly stated to the contrary.

31.3. Assignment and Novation

- 31.3.1. Neither party will assign the whole or part of this Contract without the prior written consent of the other party. The Customer will not be obliged to consent to any proposed novation of the Contract.

31.4. Unforeseen Events

- 31.4.1. A party (the 'affected party') is excused from performing its obligations to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organisation.
- 31.4.2. When the circumstances described in the preceding paragraph arise or are reasonably perceived by the affected party as an imminent possibility, the affected party will give notice of those circumstances to the other as soon as possible, identifying the effect they will have on its performance. An affected party must make all reasonable efforts to minimise the effects of such circumstances on the performance of this Contract.
- 31.4.3. If non-performance or diminished performance by the affected party due to the circumstances described above continues for a period of 30 (thirty) consecutive days or such other period as may be specified in the Contract Details, the other party may terminate the Contract. If this Contract is terminated in these circumstances, each party will bear its own costs and neither party will incur further liability to the other. If the Contractor is the affected party, it will be entitled to payment for work performed prior to the date of intervention of the circumstances described in clause 31.4.1.

31.5. Waiver

- 31.5.1. A waiver by a party of a breach will not be regarded as a waiver of any other breach. A failure by a party to enforce a provision will not be interpreted as a waiver (unless the waiving party confirms in Writing that a waiver was intended).

31.6. Applicable Law

- 31.6.1. This Contract will be governed by, and construed in accordance with, the Laws of the jurisdiction specified in the Contract Details.

31.7. Conflict of Interest

- 31.7.1. Each party warrants that at the date of execution of this Contract it is not, to the best of its knowledge, aware of any business or personal relationship which may compromise its ability to discharge its obligations under this Contract in

good faith and objectively. Each party will promptly notify the other in Writing if a situation arises during the course of this Contract whereby a business or personal relationship may compromise it in this manner.

31.8. Third Party Interests

- 31.8.1. The Contractor warrants that at the date of the Contract, there is no Third Party Interest that has not been disclosed in Writing to the Customer.
- 31.8.2. The Contractor undertakes that it shall not at any time create, or arrange with any third party to create a Third Party Interest without first obtaining the Customer's written approval. In giving any such approval, the Customer may impose any conditions it thinks fit.

31.9. Variation

- 31.9.1. The parties agree that this Contract may only be varied in Writing and with the agreement of both parties. If proposed changes will have the effect of varying the Specifications, the Contract Details or any other technical requirements of the Customer, the parties must first complete and sign a change order in the form specified in Appendix 3.
- 31.9.2. This Contract will not be varied by a Change Order unless it has been signed by a Customer delegate who has the delegated authority to sign the Change Order. The Executives of the Customers Technology Services Division have the delegated authority. The Customer Representative and Census Processing and Administration staff do not have the delegated authority.

31.10. Time

- 31.10.1. Unless specified to the contrary in the Contract Details, time will be of the essence in complying with all stated dates and times.

31.11. Severability

- 31.11.1. Each provision of this Contract shall be read as separate and severable so that if any provision is void or unenforceable for any reason, that provision will be severed and the remainder will be construed as if the severed provision had never existed.

31.12. Survival of Contract Obligations

- 31.12.1. Unless the contrary intention appears, the expiration or earlier termination of this Contract shall not affect the continued operation of any provision relating to:
 - a. ownership or licensing of Intellectual Property;
 - b. Confidential Information;
 - c. the protection of Personal Information;
 - d. a warranty or an indemnity;
 - e. a performance guarantee or a financial undertaking;

f. the conduct of audits,

or any other provision which expressly or by implication from its nature is intended to survive the expiration or earlier termination of the Contract.

32. TERMINATION

32.1. Default

- 32.1.1. Subject to clause 27, either party may terminate this Contract immediately on written notice to the other, while preserving to itself any rights which may have accrued to it, where the other party:
- a. commits a breach of this Contract which is not capable of being remedied;
 - b. fails to remedy a breach capable of being remedied within a period stated by notice in Writing (which period must be reasonable in the circumstances); or
 - c. commits an act of insolvency, comes under any form of insolvency administration, or assigns or purports to novate its rights otherwise than in accordance with the Contract.

32.2. Convenience

- 32.2.1. The Customer may terminate this Contract in whole or in part at any time by providing 30 days written notice to the Contractor. The Contractor will immediately comply with any directions given in the notice and do all that is possible to mitigate its losses arising from the termination of the Contract.
- 32.2.2. Where the Customer terminates the Contract pursuant to clauses 32.2.1 - 32.2.4, the Customer will compensate the Contractor in respect of any liabilities or expenses (excluding loss of profit, loss of revenue, loss of opportunity or similar losses, liabilities or expenses) which are substantiated and which are properly incurred by the Contractor, to the extent that those liabilities or expenses cannot be mitigated.
- 32.2.3. No further compensation will be payable in the event of termination pursuant to clauses 32.2.1 - 32.2.4.
- 32.2.4. The Contractor will, in each subcontract valued at \$50,000 or more, reserve a right of termination in circumstances where this Contract is terminated pursuant to clauses 32.2.1 - 32.2.4.

33. COUNTERPARTS

33.1. When execution of this contract is complete

- 33.1.1. Execution of the Contract will be complete when each party holds a copy of this Contract signed by the other party, even though the signatures of both parties do not appear on the same copy.

APPENDIX 1 - CONTRACT DETAILS

A. KEY DETAILS

Project	[insert details eg Census Electronic Lodgement Project]
Contract number	
Date of approach to the market (eg RFT)	
Description or title of approach to the market	
Identification of the applicable Terms and Conditions	The Terms and Conditions applicable to this Contract are those attached to these Contract Details.
Census	means the [insert details e.g. Census of Population and Housing]
Census Night	means [a night in [month, year,] the precise date to be specified by the Customer no later than [date]. If not specified by [date], then the date will be [default Census Night date].
Dress Rehearsal Census Night	means [date] or as otherwise specified by the Customer; <i>(Note: this date is indicative only and to be confirmed by the Customer)</i>
Dress Rehearsal Enumeration Period	means the period commencing [date] and ending on [date] or as otherwise specified by the Customer; <i>(Note: these dates are indicative only and to be confirmed by the Customer)</i>
Main Event Enumeration Period	means the period commencing on [date] and ending on [date] or as otherwise specified by the Customer. <i>(Note: these dates are indicative only and to be confirmed by the Customer)</i>
Notice of Direction Period	means the period commencing [insert date] and ending on [insert date], or as otherwise specified by the Customer, during which the eCensus Solution is made available to persons in receipt of a Notice of Direction; <i>(Note: these dates are indicative only and to be confirmed by the Customer);</i>

B. CONTRACTOR (Clause 1.1)

Name of Contractor	
ACN/ABN of Contractor	
Name of Contractor's Representative	

C. CUSTOMER (Clause 1.1)

Name of Customer	The Commonwealth of Australia, represented by the Australian Bureau of Statistics.
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ACN/ABN of Customer	26 331 428 522
Name of Customer's Representative	

**D. COMMENCEMENT DATE AND PERIOD OF CONTRACT
(Clause 3)**

Commencement Date (Clause 3.1)	
Duration of Contract (Clause 3.2)	
Extension Procedure (Clause 3.2)	

**E. DETAILED DESIGN DOCUMENTS
(Clause 5)**

Whether Detailed Design Documents required (Clause 5.1)	
Date for submission of Detailed Design Documents (Clause 5.1)	
Date for approval of Detailed Design Documents (Clause 5.2.2)	
Extended period for approval of Detailed Design Documents (Clause 5.2.3)	

**F. DETAILED PROJECT PLAN
(Clause 6)**

Whether detailed Project Plan required (Clause 6.1)

Date for submission of Project Plan (Clause 6.1)	
Date for approval of Project Plan (Clause 6.2.2)	
Extended period for approval of Project Plan (Clause 6.2.3)	

**G. DETAILED RISK MANAGEMENT and COMMUNICATION PLAN
(Clause 7)**

Whether detailed Risk Management Plan and/or Communication Plan is required (Clause 7.1)	
Date for submission of Risk Management Plan and/or Communication Plan (Clause 7.1)	
Date for approval of Risk Management Plan and Communication Plan (Clause 7.2.2)	

Extended period for approval of Risk Management and Communication Plan (Clause 7.2.3)	
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H. DETAILED ACCEPTANCE PROCESS PLAN and TEST PLAN (Clause 8)

Whether detailed Acceptance Process Plans and/or Test Plan required (Clause 8.1)	
Date for submission of Acceptance Process Plan and Test Plan (Clause 8.1)	
Date for approval of Acceptance Process Plan and Test Plan (Clause 8.2.2)	
Extended period for approval of Acceptance Process Plan and Test Plan (Clause 8.2.3)	

I. CONSULTANCY SERVICES (Clause 9)

See also Attachment 1 to the Contract Details for Specifications of the consultancy services, Attachment 2 for the ABS Project Timetable and Attachment 8 for Acceptance criteria relating to the Services.

Details of Consultancy Services (Clause 9.2)	
Resources required (Clause 9.2)	
Documentation Requirements (Clause 9.3)	
Performance measures (Clause 9.4)	

J. MANAGED SERVICES (Clause 10)

See also Attachment 1 and Attachment 4 to the Contract Details for details of the Managed Services including Service Levels and Attachment 2 for the ABS Project Timetable (including transitional arrangements).

Overview of the Managed Services (Clause 10.1)	
Service commencement date (Clause 10.2.1)	
Assets to be acquired (Clause 10.3.1)	
Content of procedures manual (Clause 10.3.1)	
Service delivery requirements (Clause 10.4)	

Reporting intervals (Clause 10.4)	
Qualifications on transition-out obligations (Clause 10.5)	

K. SUPPLY OF HARDWARE (Clause 11)

L. HARDWARE MAINTENANCE SERVICES (Clause 12)

M. SOFTWARE DEVELOPMENT SERVICES (Clause 1.1 and 13)

See also Attachment 1 to the Contract Details for Specifications of the Developed Software and Software Development Services and Attachment 2 for the ABS Project Timetable.

Overview of the Software to be developed (Clause 1.1)	
Provision of Software Development Services (Clause 13.1.1)	
User Documentation requirements (Clause 13.3)	
Whether the source code is to be placed in escrow (Clause 13.5.1 - 13.5.2)	
Whether Developed Software can be used prior to Acceptance (Clause 13.6)	

N. LICENSING OF SOFTWARE (Clause 14)

[Note - Where Open Source Software is being provided, specifically identify the software as Open Source in the " Software Or Other Licensed Products" table of the "Products and Services to be provided by the Contractor" section of this Schedule and state the name of the applicable Open Source licence there as well (e.g. GPL V3.0 or later). Insert the text of each relevant Open Source licence/s here so the delegate approving the Contract has all information relevant to the transaction.

If no Open Source software is involved, state n/a.]

O. SOFTWARE SUPPORT SERVICES (Clause 15)

See Attachment 6 to the Contract Details for full details of the Software Support Services.

Overview of Software Support Services (Clause 15.1)	
Commencement date for Software Support Services (Clause 15.3.1)	
Renewal arrangements (Clause 15.3.1)	
Support Service charges (if any) to apply during the Warranty Period (Clause 15.3.2)	

**P. SYSTEMS INTEGRATION
(Clause 16)**

See Attachment 1 to the Contract Details for Specifications of the solution and a statement of the services to be performed, and Attachment 2 for ABS Project Timetable.

Systems Integration Services (Clause 1, 16)	
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**Q. JOINT RESPONSIBILITIES
(Clause 17)**

Meeting and reporting arrangements (Clause 17.1)	
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**R. SPECIFIC RESPONSIBILITIES OF THE CONTRACTOR
(Clause 18)**

Contractor's obligations to establish and maintain facilities (Clause 18.2)											
Requirement to make available the Contractor's records (Clause 18.2)											
Requirement to provide training (Clause 18.5)											
Extent to which the Contractor has to provide details for site preparation (Clause 18.8)											
Insurance requirements	<table> <tr> <td>Public Liability:</td> <td>\$10 million per event and in the aggregate per annual policy period</td> </tr> <tr> <td>Professional Indemnity:</td> <td>\$10 million per event and in the aggregate per annual policy period</td> </tr> <tr> <td>Product Liability:</td> <td>\$5 million per event and in the aggregate per annual policy period</td> </tr> <tr> <td>Worker's Compensation:</td> <td>As required by Law</td> </tr> <tr> <td>Other / additional insurance:</td> <td>As required by Law</td> </tr> </table>	Public Liability:	\$10 million per event and in the aggregate per annual policy period	Professional Indemnity:	\$10 million per event and in the aggregate per annual policy period	Product Liability:	\$5 million per event and in the aggregate per annual policy period	Worker's Compensation:	As required by Law	Other / additional insurance:	As required by Law
Public Liability:	\$10 million per event and in the aggregate per annual policy period										
Professional Indemnity:	\$10 million per event and in the aggregate per annual policy period										
Product Liability:	\$5 million per event and in the aggregate per annual policy period										
Worker's Compensation:	As required by Law										
Other / additional insurance:	As required by Law										

Performance guarantee or similar requirements (Clause 18.11.1 - 18.11.3)	
Financial undertaking (Clause 18.10.1 - 18.10.3)	
Applicable security policies and other additional security requirements (Clause 18.12.1)	<p>Compliance with the Protective Security Manual and Australian Government Information Technology Security Manual (ACSI-33)</p> <p>Review of application and hosting facilities by DSD registered I-RAP assessor to ensure compliance with the relevant Specifications and Standards. The Customer will be responsible for the I-RAP assessor's fees and charges, while the Contractor will bear responsibility for the cost of their involvement in this review.</p> <p>The Contractor will, and will ensure its personnel, subcontractors and agents:</p> <p>i) provide the Customer with such information as required by the Customer to allow the Customer to perform identify and character checks on any personnel who may be required to enter the Customer's premises; and</p> <p>ii) are aware of, and comply with, the Customer's requirements relating to confidentiality and security of information, conflict of interest, security of and access to premises and other assets, obligations under Commonwealth legislation (including the <i>Census and Statistics Act 1905</i> and the <i>Crimes Act 1914</i>).</p>
Additional privacy requirements (Clause 18.13.3.f)	Compliance mutatis mutandis to the Customer's obligations under the <i>Census and Statistics Act 1905</i> .

S. SPECIFIC RESPONSIBILITIES OF CUSTOMER (Clause 19)

See Attachment 7 to the Contract Details for more details as to Charges and invoicing procedures

Resources to be provided by Customer (Clause 19.2.1)	
Customer's obligations to maintain facilities (Clause 19.3.1)	
Site preparation requirements (Clause 19.4.1)	.
Details of the Contactor's access rights to the Customer's premises (Clause 19.5.1 - 19.5.2)	

T. ACCEPTANCE REQUIREMENTS (Clause 20)

See Attachment 8 to the Contract Details for Acceptance Requirements, and Appendix 2 for a form of Acceptance Certificate.

Whether specific Acceptance Requirements apply (Clause 20)	
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**U. WARRANTIES
(Clause 21)**

Warranty period (Clause 21.1.2)	90 days from the date of Acceptance.
Alternative standards for the Service or Product (Clause 21.2.1)	In addition to 21.2.1, in accordance with the Specifications.

**V. AUDIT
(Clause 22)**

Specific audit requirements (Clause 22.4.1)	There are no specific audit requirements in addition to those already specified under 22.1.
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**W. PERSONNEL
(Clause 23)**

Names of key personnel required (Clause 23.2.1 - 23.2.3)

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**X. INTELLECTUAL PROPERTY RIGHTS
(Clause 25)**

Licence of Contract Material (Clause 25.1.2)	
Ownership of Intellectual Property Rights (Clause 25.4.1)	
Conditions for licensing of Customer Materials to the Contractor (Clause 25.5.1)	
Customer's policies or practices regarding Moral Rights (Clause 25.6.1-25.6.3)	

**Y. DISPUTE RESOLUTION
(Clause 27)**

Selection of a mediator (Clause 27.3.1)	Mediator to be selected by the parties from a list provided by Lawyers Engaged in Alternative Dispute Resolution.
Selection of an expert for determination (Clause 27.4.1)	The Customer will retain sole right to select an expert, at its discretion.

Z. LIABILITY

(Clause 28)

Whether liability will be limited and if so, the amount to which it is limited (Clause 28.1.1)	
Whether any limitation or liability is for each single occurrence or for a series of related occurrences (Clause 28.1.1)	

**AA. COMMUNICATION
(Clause 30)**

Extent to which the contracting process can be conducted electronically (Clause 30.1.1)	
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**BB. ADDRESS FOR SERVICE OF NOTICES TO CONTRACTOR
(Clause 30.2)**

Street address	
Postal address	
Fax number	
Email address	

**CC. ADDRESS FOR SERVICE OF NOTICES TO CUSTOMER
(Clause 30.2)**

Street address	
Postal address	
Fax number	
Email address	

**DD. SUBCONTRACTING
(Clause 31.1.1 - 31.1.3)**

Subcontractors deemed approved (Clause 31.1.1 - 31.1.3)	
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**EE. UNFORSEEN EVENTS
(Clause 31.4.1 - 31.4.3)**

Permissible period for non-performance (Clause 31.4.1 - 31.4.3)	
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**FF. APPLICABLE LAW
(Clause 31.6)**

Law which governs the Contract (Clause 31.6.1)	This contract will be governed by and construed in accordance with the Laws of the Australian Capital Territory.
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GG. TIME OF THE ESSENCE

(Clause 31.10)

Whether time is of the essence (Clause 31.10)	
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DRAFT

EXECUTION OF THE CONTRACT

Customer's representative

Name (print)	
Position	
Signature	_____
Date	____ / ____ / ____

Customer's witness

Name (print)	
Position	
Signature	_____
Date	____ / ____ / ____

Contractor's representative

Name (print)	
Position	
Signature	_____
Date	____ / ____ / ____

Contractor's witness

Name (print)	
Position	
Signature	_____
Date	____ / ____ / ____

ATTACHMENT 1 TO APPENDIX 1 - SPECIFICATIONS

[Particulars of relevant functional, operational, performance or other characteristics required of the Product(s) and/or Service(s) to be provided - see clauses 1.1, 4, 9, 11, 13, 14, 16

DRAFT

ATTACHMENT 2 TO APPENDIX 1 – ABS PROJECT TIMETABLE

[Timeframes and key milestones for the completion of the Services and delivery of the Products - see clauses 1.1, 5, 9, 10, 11, 13, 14, 16. Specify any project management tools or methodologies to be employed. In the case of Managed Services, the Plan should incorporate details of transition-in arrangements, including, but not necessarily limited to: third party contracts to be assigned or novated; third party contracts to be managed by Contractor; arrangements for the transfer of the Customer's personnel; arrangements for the secondment of the Customer's personnel; timeframe for preparation of a procedures manual; and particulars of interim service levels. See clause 10.3.]

DRAFT

ATTACHMENT 3 TO APPENDIX 1 - RISK MANAGEMENT PLAN DETAILS

[Analyse possible risks and specify the nature of each risk event and how it might occur; the likelihood that the event will occur and the seriousness if it does occur (i.e. the magnitude of risk); and who is best placed to take what action to mitigate the risk (risk management). Note that risk management strategies may include insurance or provisions to allocate legal liability in certain ways. See clause 7.]

Risk	Magnitude		Risk Management	
	How likely?	How serious?	Who can mitigate?	Mitigation Strategy
Inadequate specifications				^Complete table^
Failure to install properly				
Failure to handle security breaches				
Cost overrun				
Delay				
Poor performance				
Insolvency				
Availability/security of source code				
Negligence (eg, undetected virus wipes data)				
Intellectual Property disputes				
etc. (the above are only examples)				

ATTACHMENT 4 TO APPENDIX 1 - SPECIFIC REQUIREMENTS FOR MANAGED SERVICES

[Details of Managed Services including response times, availability and other service levels to be achieved and any special storage or record keeping requirements. See clause 10.]

DRAFT

ATTACHMENT 5 TO APPENDIX 1 – HARDWARE MAINTENANCE SERVICES

[Requirements for Hardware Maintenance Services, including preventative maintenance schedules, remedial maintenance response times, availability and other service levels to be achieved and any special storage or record keeping requirements. See clause 12.]

DRAFT

ATTACHMENT 6 TO APPENDIX 1 - SPECIFIC REQUIREMENTS FOR SOFTWARE SUPPORT SERVICES

[Requirements for Software Support Services, including service levels, response times and particulars of specific services which are to be included or excluded. See clause 15.]

DRAFT

ATTACHMENT 7 TO APPENDIX 1 - CHARGES

[Details of all relevant charges, costs or fees for the performance of the Services and provision of Products and the period and procedure for payment for each item. Also specify the Customer's invoicing requirements. See clauses 12.3.2, 15.3.1, 18.6.1-18.6.8, 18.7.1, 19.1.1-19.1.4.]

DRAFT

ATTACHMENT 8 TO APPENDIX 1 - ACCEPTANCE REQUIREMENTS

[Description of Acceptance criteria to be met by Products and/or Services, including details of any specific tests to be met and test data to be used, before the Customer Accepts the Products and/or Services. See clause 20.]

DRAFT

ATTACHMENT 9 TO APPENDIX 1 - CONFIDENTIAL INFORMATION OF THE PARTIES

CONFIDENTIAL INFORMATION OF THE CUSTOMER

Contract Provisions/Schedules/Attachments

Item	Period of Confidentiality
Nil	

Contract-related Material

Item	Period of Confidentiality
All ABS correspondence (including via email) marked as confidential, and all electronic data, publications and statistics that have not been released publicly by the ABS. This includes all material provided to the Contractor in order to perform the Services.	Indefinite
Customer Confidential Information	Indefinite

CONFIDENTIAL INFORMATION OF THE CONTRACTOR

Contract Provisions/Schedules/Attachments

Item	Period of Confidentiality
Nil	

Contract-related Material

Item	Period of Confidentiality
Nil	

ATTACHMENT 10 TO APPENDIX 1 - ADDITIONAL DOCUMENTS

[Other relevant documents to this Contract are listed here, such as RFTs and tender responses. Note that it is not necessary to physically append the additional documents; doing so may affect the priorities for interpreting the documents making the Contract. See clause 4.1.1.]

Not Applicable

DRAFT

APPENDIX 2 - CERTIFICATE OF ACCEPTANCE
(Clause 20)

CERTIFICATE OF ACCEPTANCE issued by the Customer's representative to the Contractor

The Customer acknowledges that the following Service(s) and/or Product(s) (Products) have been provided by the Contractor and are Accepted for the purposes of the Contract, subject to the conditions or qualifications stated:

Products Accepted	Conditions / qualifications attached to Acceptance
^Complete table^	

Customer's representative

Name (print) _____
 Position _____
 Signature _____
 Date _____ / _____ / _____

Contractor's representative

Name (print) _____
 Position _____
 Signature _____
 Date _____ / _____ / _____

APPENDIX 3 - CHANGE ORDER

(Clause 31.9)

[If the proposed changes will vary the Specifications, the Contract Details or any other technical requirements of the Customer, the following form must be completed. Use attachments to incorporate bulky detail if required.]

The Contract is changed in accordance with the terms of this Change Order and its attachments

Change order number	^Complete table^
Date proposed	
Name of party instigating the change	
Implementation date of change	
Details of change proposal	
Clauses affected by the proposal are as follows	
New charges payable to the Contractor or Customer affected by this change proposal	
Plan for implementing the change	
The responsibilities of the parties for implementing the change	
The new date for the acceptance testing of the system	
Acceptance Tests or Acceptance criteria relevant to the change	
Effect of change on performance	
Effect on documentation	
Effect on training	
Effect on the users of the system	
Any other matters which the parties consider are important, including transitional aspects of the change	

Customer's representative

Name (print) _____

Position _____

Signature _____

Date _____ / _____ / _____

Contractor's representative

Name (print) _____

Position _____

Signature _____

Date _____ / _____ / _____

APPENDIX 4 - DEED OF CONFIDENTIALITY

(Clauses 24.2.1-24.2.2)

Date

This Deed is dated ^day (numeric) month (name) year (numeric)^ 2006.

Parties

This Deed is made between the following parties:

1. **The Commonwealth of Australia** represented by the **Australian Bureau of Statistics** ABN 26 331 428 522 of ABS House, 45 Benjamin Way, Belconnen ACT 2617 (the Commonwealth)
2. **^Insert name of person who is entering this deed to protect information^** of **^Insert address of that person^**

Context

- A. The Commonwealth is developing and implementing the [*insert full name of Census project*] (the **Project**). **^Insert name of company^** ABN **^Insert ABN of company^** (the **Company**) is providing a number of its personnel to assist with the Project.
- B. As a part of the Project, Australian Census Data will be transmitted to the Commonwealth via the Company. This Census Data is of a sensitive and secret nature. I understand that I am not authorised to access this Census Data. In order to protect the Census Data and other Commonwealth Protected Information that I may have access to as a result of my employment or contractual relationship with the Company, I have agreed to enter into this Protection of Information Deed (the **Deed**).

Operative provisions

I provide the undertakings set out below in respect of all Protected Information:

1. Interpretation

'Census Data' means information that is provided by any person in response to the [*insert full name of Census project*] conducted by or on behalf of the Commonwealth.

'Protected Information' means Census Data as well as any information, documents and data stored or transmitted by any means which I have access to due to my involvement or the Company's involvement in the Project whether it is:

- a. marked as proprietary, protected or confidential information; or
- b. of an inherently confidential nature and which I know or ought to know is confidential; or
- c. notified to me, in writing or otherwise, as protected or confidential information – whether before or after I sign this Deed.

'Access' means access to, or any attempt to access unencrypted Census Data.

2. Prevention of access to Census Data

- 2.1.1. I will not access or attempt to access Census Data.
-

- 2.1.2. If I deliberately access Census Data I may be subject to prosecution and imprisonment.
- 2.1.3. If I accidentally access Census Data, I will protect the confidentiality and secrecy of that information in line with my other obligations under this Deed.
- 2.1.4. If I access Census Data, whether deliberately or accidentally, I will also notify the Commonwealth immediately and provide full details of the incident.

3. Non-Disclosure

- 3.1.1. I agree to treat as secret and confidential all Protected Information which I access in contravention of clause 2, or which I otherwise may have access to.
- 3.1.2. I further agree not to copy, reproduce or disclose Protected Information to any other person without the express written permission of the Commonwealth.
- 3.1.3. The non-disclosure obligations under this clause continue indefinitely except as may be separately agreed by the Commonwealth in writing.
- 3.1.4. My obligations under this Deed will not be taken to have been breached where I am required by Australian Law to disclose the Protected Information.

4. Security of Protected Information

- 4.1.1. I will take all necessary precautions to prevent unauthorised access to the Protected Information.
- 4.1.2. I will notify the Commonwealth immediately if Protected Information is accessed, used or disclosed in any way other than as permitted under this Deed. I will provide full details of the relevant access, use and/or disclosure to the Commonwealth.

5. Return of Protected Information

- 5.1.1. Immediately upon request by the Commonwealth, I will return to the Commonwealth all documents in my possession or control containing Protected Information.

6. Statutory obligations

- 6.1.1. Without limiting anything contained in this Deed, I acknowledge that my attention has been drawn to the following legislative provisions, or such other provisions as may be notified to me in writing by the Commonwealth from time to time, which may have application to my access to or handling of Protected Information:
Section 478.1 of the *Criminal Code Act 1995* (Cth);
Section 70 of the *Crimes Act 1914* (Cth); and
Section 79 of the *Crimes Act 1914* (Cth).
- 6.1.2. For the purposes of section 70 of the *Crimes Act 1914*, and to the extent permitted by law, the Commonwealth considers that I am a "Commonwealth Officer" and that it is my duty under that section not to disclose the Protected Information. Breach of the statutory duty not to disclose information under section 70 of the *Crimes Act 1914*, and I may be liable for imprisonment for up to 2 years.

7. Survival

7.1.1. This Deed will survive the termination or expiry of any contract entered into by the Commonwealth and the Company relating to the Project.

8. Applicable law

8.1.1. This Deed will be governed in accordance with the Law in the Australian Capital Territory.

EXECUTED as a Deed

:

.....

Name

.....

Your Signature

in the presence of:

.....

Name of Witness

.....

Signature of Witness



COMMONWEALTH OF AUSTRALIA

represented by the

AUSTRALIAN BUREAU OF STATISTICS (ABS)

ADDENDUM TO REQUEST FOR TENDER FOR

2016 eCensus Solution

ADDENDUM NUMBER 1

ABS2014.105

Answers to questions submitted in relation to the above Tender/Quote

This addendum refers to the ABS RFT for 2016 eCensus Solution released on Friday 25 July 2014 (Reference Number ABS2014.105).

In accordance with Clause 4.1 of the Conditions of tender, the following responses to questions that have been received are circulated for your attention.

<p>Question 1:</p> <p>In responding to the RFT, we noticed that in section 5.2 of the RFT (Tenderer’s Ability to comply with the Statement of Requirement) some of the SOR clause references didn't line up with the SOR clauses in the final SOR attached to the RFT.</p>
<p>Answer 1:</p> <p>The ABS confirms that some of the clause references in the eCensus Statement of Requirements are not aligned and as a result Section 5, Sub Section 2 Tenderer’s Ability to comply with the Statement of Requirement is replaced with the table listed below.</p>

2. Tenderer’s Ability to comply with the Statement of Requirement

Outcome sought	
Q	With reference to part 1, of Section 2 – Statement of Requirements, please provide details of how you will work with the ABS to facilitate a partnership to successfully perform the services and achieve the project outcomes.
Answer	
Q	Please provide your proposed project sequencing and timeframes. This should include: <ul style="list-style-type: none"> a) a description of key milestones aligned with the proposed payment schedule b) rationale for, and details of, any activities which are proposed to be performed offsite and details of who and where they will be performed.
Answer	
2016 eCensus Services	
Q	Please provide details of your proposed approach to the project. This should include the project management methodology as well as the approach to meeting the requirements detailed in each part of Section 2 - Statement of Requirements.
Answer	

2016 eCensus Deliverables	
Q	Please provide detailed information on how the proposed deliverables will meet the requirements of the SOR, ensure the integrity and rigour of the project, and achieve the project objectives.
Answer	
Application Requirements	
Q	Part 2, Section 2 – Statement of Requirements, please provide details of how the proposed eCensus Solution will meet the requirements as outlined in clauses 2.1 to 2.5.
Answer	
Forms Overview	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirements as outlined in clauses 3.2 to 3.8.
Answer	
Authentication	
Q	The proposed eCensus Solution is required to authenticate the respondent at the time of login. The authentication method that is implemented is required to meet (PSPF) Information Security Manual standards. Please provide a detailed description of how the Application will meet the requirements as outlined in clauses 3.9-3.19 will be accommodated.
Answer	
Welcome Page	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirements as outlined in clauses 3.20 and 3.21.
Answer	
Form Selection	
Q	It is intended that the Form Identification Number will determine whether the respondent needs to complete a Household or Personal Form. Please provide a detailed description of how the proposed eCensus Application will meet this requirement as outlined in clause 3.22.

Answer	
Household Form	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.23 to 3.30.
Answer	
Personal Form	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.31 to 3.33.
Answer	
Exit/Save	
Q	The eCensus Application will be required to save data at various check points and in particular on exit. Please provide a detailed description of how the proposed Application will meet the requirement as outlined in clauses 3.34 to 3.38.
Answer	
Delete/Add Person	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.39 to 3.41.
Answer	
Resume	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clause 3.42.
Answer	
Submit	
Q	The eCensus Application will be required to ensure that respondents are not able to submit a blank form, access their form after submission and both the respondent and the ABS are issued with receipt/notification of form submission. Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.43.to 3.52
Answer	

Thank You	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clause 3.53.
Answer	
Feedback	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.54 and 3.55.
Answer	
Print Submitted Form Function	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.56
Answer	
Navigation	
Q	Please describe how the Application will accommodate the requirement respondent's ability to have full control over navigation as outlined in Clauses 3.57, 3.58 and 3.59
Answer	
Question Display	
Q	Describe how the Applications will accommodate the question display requirements as outlined in Clauses 3.60 to 3.64.
Answer	
Question Sequence	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.65 and 3.70
Answer	
Household Form Questions	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clause 3.71

Answer	
Person Form Questions	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clause 3.72
Answer	
Help/Hyperlinks	
Q	Clauses 3.73-3.79 describes, the requirement for the Application to allow respondents access to mandatory information and to contain hyperlinks to variety of relevant websites. Please provide a detailed description of how the proposed eCensus Application will meet the requirement.
Answer	
Application Adjustment	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clause 3.80.
Answer	
Form Validation and Edits	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clauses 3.81 to 3.84.
Answer	
Error Messages and General Failures	
Q	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clause 3.85.
Answer	
Email Reminders	
	Please provide a detailed description of how the proposed eCensus Application will meet the requirement as outlined in clause 3.86 to 3.88.

Application Non Functional Requirements	
Q	Please provide a detailed description of how the proposed eCensus Solution will deliver a hosted infrastructure environment to meet the project requirement.
Answer	
Limits and Standards	
Q	Provide confirmation that the proposed eCensus Solution will ensure the 2016 eCensus is compliant with the ABS's requirements relating to confidentiality and security of information, conflict of interest, security of and access to premises and other assets, obligations under Commonwealth legislation as outlined in clause 4.2.
Answer	
Availability	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 4.3 to 4.8.
Answer	
Capacity	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 4.9 to 4.12.
Answer	
Performance	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 4.13 to 4.16.
Answer	
System Flexibility	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 4.17 to 4.20.
Answer	
Look and Feel	

Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 4.21 to 4.29.
Answer	
Usability	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 4.30 to 4.35.
Answer	
Operational Requirements	
Data Compatibility	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 5.1 to 5.2.
Answer	
Maintenance	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clause 5.3.
Answer	
Failure Management/System Monitoring/System Logging	
Q	Failure management, system monitoring and system logging are important features of the Solution. Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 5.4 to 5.13.
Answer	
Management Information (MI)	
Management Information – Session Frequency	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 6.1 to 6.14.
Answer	
Management Information – Form	

Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 6.15 to 6.24.
Answer	
Management Information – Other Reports	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clause 6.25.
Answer	
Security	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 7.1 to 7.19.
Answer	
Decrypting Encrypted Fields	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 7.20 to 7.21.
Answer	
Data	
Q	Please provide a detailed description of how the proposed eCensus Solution will meet the requirements as outlined in clauses 7.22 to 7.27.
Answer	
Management and Support of the Main Event	
Q	Please provide a detailed Project Plan to demonstrate how the Prime Partner will provide management and support services.
Answer	
Post Implementation Review	
Q	Please provide a detail outline of the process involved in conducting a Post Implementation Review of the 2016 eCensus program.
Answer	

Decommissioning	
Q	Please provide a detailed description of how the decommissioning requirements as outlined in Clause 10.1 will be met prior to handing the Application over to the ABS.
Answer	



COMMONWEALTH OF AUSTRALIA

represented by the

AUSTRALIAN BUREAU OF STATISTICS

Request for Proposal for

**STRATEGIC PARTNERSHIP with the ABS for
PERFORMANCE AND LOAD TESTING SERVICES**

ABS2012.262

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SECTION 1 – STATEMENT OF REQUIREMENT

1 Purpose of request for proposal (RFP)

- 1.1 The **Australian Bureau of Statistics** (ABS) is Australia's official statistical agency. It provides statistics on a wide range of economic and special matters, covering government, business and the Australian population in general. Further details about the ABS are available at <http://www.abs.gov.au>.
- 1.2 The **Commonwealth Government of Australia** (Commonwealth) represented by the ABS is seeking proposals from companies on the DCCEE Core Testing Team Panel (SON382039) in order to form a strategic partnership with one or more companies for the conduct of a program of work in performance and load testing over the next twelve to eighteen months.
- 1.3 Following the conclusion of the RFP process, the ABS intends to enter into a deed of agreement with one or more respondents to form a strategic partnership for provision of the services the subject of the RFP. However, the ABS may at any stage during the evaluation;
- (a) issue an RFT or other invitation to one or more entities on the subject Panel, including entities that have not responded to this RFP;
 - (b) issue an RFT in an open approach to market; or
 - (c) abandon the RFP process.

2 Administrative details

- 2.1 The Submission Closing Time is 2pm. local time in Canberra on Wednesday 5th October 2012. Submission documents must be lodged by email to the ABS Contact Officer. Submissions lodged by any other means will not be accepted.
- 2.2 ABS Contact Officer for submission lodgement and any enquiries is [REDACTED] on telephone [REDACTED] or email [REDACTED]. [REDACTED] [REDACTED]. During that period, [REDACTED] on telephone [REDACTED] or email [REDACTED] will respond to enquiries.

3 Detailed statement of requirement

3.1 Introduction

The ABS currently utilises a range of internally developed statistical collection and dissemination systems hosted on in-house ABS infrastructure together **with** third party provided solutions to enable the gathering of statistical data, as well as providing statistical information to clients. We are seeking to engage an external partner and build a long term strategic relationship to assist with the provision of sufficient Load and Performance Testing to ensure these web based systems are capable of processing anticipated peak loads as well as meeting and maintaining acceptable

performance and response times for users. We are interested in a dynamic testing model which can be adapted to test key areas of the ABS web presence.

Any externally provided Performance and Load Testing will compliment current internal testing systems and regimes.

As well as the ongoing testing of existing systems, the ABS has a requirement to analyse, verify and test new systems as they are introduced into the environment. The ABS has embarked on a major change program which will re-shape many traditional manual analogue methods and outdated systems and see them replaced with efficient online, digital collaboration approaches. Our online future is growing in the areas of:

- Collaboration with external organisations
- Collection and Dissemination of data and information
- Providing user customisable services

We require streamlined testing to ensure Performance and Load capacity is adequate in all of these areas.

3.2 Background

Provision of available, timely, quality statistics is at the heart of the ABS Mission Statement. The ability of ABS Collection and Dissemination Systems to perform under peak load will be key to achieving these goals. Additionally, maintenance of confidentiality and the preservation of each individual's privacy are government legislative requirements and are critical to the success of the ABS work program. The high rate of participation in the Census and other ABS collections is attributable to public confidence in the ability of the ABS to maintain confidentiality of the information it collects from the Australian population.

Due to the nature of data collection and the dissemination of statistical releases, ABS web infrastructure receives not only high volume traffic peaks at various stages throughout the statistical cycles, but also traffic which has the potential to impact the performance of related infrastructure.

In the past, we have engaged with various external providers to provision very specific Performance and Load Testing programs for key statistical milestones such as the 2011 "Census First Data Release" (June 2012) and "Census Night 2011" (web form based eCensus for the Australian Public and an ABS field staff website for statistical data input).

The ABS currently utilises an internal Performance and Load Testing system and has used this product for 7 years. It is used by ABS staff for basic user simulation and comparatively limited load runs on the web infrastructure. Testing processes have been developed by staff in house as required to test various functions. The system has also been used in the past for verification and analysis of bottle necks.

3.3 Evidence Requirements and Testing Methodology:

We require respondents to:

- Provide experience in QA/testing (e.g. performance/load testing) of large scale (e.g. high load) applications/systems
- Describe your performance/load testing methodology
- Describe the recommended performance and load testing software products you have experience with and recommend
- Provide evidence of working with client personnel and/or client's vendors to manage scope and performance testing activities to ensure **production solutions meet quality, performance and load capacity expectations.**
- Provide evidence of expertise with a range of technologies to support scoping, planning, testing and monitoring in regards to performance/load testing
- Provide evidence of supporting the issue resolution process of performance, stability and capacity related issues, in an efficient and cost-effective manner
- Provide evidence of expertise with both primary as well as complementary testing and analysis tools to assist in the performance testing and issue resolution process in an efficient and cost effective manner

3.4 Operating Environment

Introduction to ABS ICT Environment:

An Introduction to the ABS ICT Environment which lists current projects, ongoing work programs as well as specific information surrounding Server Infrastructure and the ABS Application Environment can be found via the following link:

<http://www.abs.gov.au/websitedbs/d3310114.nsf/51c9a3d36edfd0dfca256acb00118404/b9043642361d7a66ca256b59007bdae7!OpenDocument>

Current Dissemination information:

The current ABS dissemination systems provide statistical information , using WebPages, Excel, PDF and Zip files (containing CSV files, Shape Files or mid/mif) available for download, and a Web Application called TableBuilder to facilitate the dissemination of the 2011 Statistics. The solution for the 2011 Census Dissemination comprises of the following products: Census Data Navigation, QuickStats, CommunityProfiles, Datapacks, TableBuilder Pro and TableBuilder Basic. In 2011 there were also significant changes and improvements to the navigation to products, to provide greater geospatial solutions such as navigation to products using an interactive map, as well as retention of other search features such as text base search, text search for area to be displayed on the map, address search, Geography tree navigation and visual map search. For

further information about the Census Products and Services please refer to:
<http://www.abs.gov.au/ausstats/abs@.nsf/mf/2011.0>

Current Collection information:

The ABS also utilises a suite of custom and off the shelf products for data collection which include:

- Web based e-forms including eCensus with test up to 80% eCensus return
- Secured email transaction management
- Field officer staff web based system
- **Mobile device** based capture programs
- Computer assisted interviewing and survey processing tools

3.5 Proposed Program of Work

Collection Software:

The ABS has recently embarked on various projects to make electronic collection the preferred mode of data collection. These projects will introduce a central web data aggregation system and manage the changes to related systems (workload and collection management etc.) required to make electronic transactions the primary mode of data collection by progressing source-agnostic systems and supporting metadata-driven processes. These areas include; Provider/Collection management, Administrative data, e-Forms, online Self Service portals and **mobile** devices. To this end, Performance and Load Testing will be a key step to the successful introduction of such systems.

The ABS requires bench marking of these new technical innovations along with testing of existing systems, the contractor will need to provide testing solutions that will:

- Ensure the ABS web infrastructure is capable of handling a larger amount of traffic due to an ever growing need to migrate systems to online media to enable larger audiences
- Analyse the ability for web services to cope with an increased user base due to the wide-spread adoption of technology such as internet enabled mobile devices
- Empower the growing amount of users with high capacity internet connections thanks to the roll out of the Australian NBN and ensure ABS infrastructure is set-up to handle users with increased inbound bandwidth
- Test the transfer of large data files and determine limits/constraints at key points in the chain

- Include the testing of any third party provided web solutions or services which are external to the ABS environment if required
- Be flexible enough to allow for any updates to test programs or process changes in a timely manner
- Simulate web users, both internal staff and public users from various geographical locations (remote and capital cities), connection speeds (slow, limited capacity, fast) and **a range of hardware** (including mobile devices)
- Simulate Field staff activity and processes surrounding "on mass" data collection
- Enable testing of systems and related infrastructure which utilise a secured SSL VPN connection in order to connect back to the ABS corporate network
- Simulate multiple file upload transactions, large, lengthy, small and frequent
- Enable collaboration with third party vendors to assist with the testing and performance analysis of data acquisition from external sources
- Simulate users entering data into web forms
- Provide an independent view into peak **online activity during** core business hours and report on actual end user experience with response times from different locations
- Provide monitoring service during operational times (independent view of what experience external users are getting).
- Tests using the different **bandwidth** networks including NBN **and dial up** is desired.

Dissemination Systems:

While still maintaining many traditional static statistical release products, the ABS is also heavily focussing on producing systems which will, and are currently allowing clients to interact with ABS data via dynamic tools and services. New developments in this area will position the ABS for the web 2.0 & 3.0 environments as well as improvements to the suite of internal solutions used for content authoring, presentation and management

On demand, self service and machine to machine data transactions are areas of growth and there are strong advantages to the ABS and our providers in developing this capability. The same mechanism is useful in the context of releasing data (eg large data files).

Externally provided Load and Performance Testing on new and existing systems should allow the ABS to:

- Provide an understanding as to the maximum capacity of each component of the systems

- Provide an understanding as to the capacity of the system under combinations of load and products, in line with expectations of products on key release dates
- Ensure the ABS Dissemination solutions are capable of processing the specified maximum load for each system.
- Ensure the solutions are capable of achieving acceptable response times under the predicted maximum peak load for each sub system.
- Ensure the systems are capable of handling the predicted maximum peak load on key peak release date.
- Testing of machine to machine data transfers to gain an understanding of capacity limits and constraints
- Simulate end users navigational and transactional movements
- Safeguard against labour intensive web traffic which may potentially impact on the performance of related infrastructure, this may not necessarily be peak load traffic.
- Gain an understanding of accessibility and performance for users in various geographical locations including remote locations and major Australian capital cities and users with slow and fast internet connections.
- Simulate multiple file download transactions, large, lengthy, small and frequent
- Simulate users modifying various web form output parameters and tracking process flow.
- Externally and Independently test actual end user experience during core operational hours and peak/busy times

Other General Technical Requirements:

Further to the above, the vendor will also be required to:

- Provide detailed information on what tests were undertaken, how test were performed, testing parameters, performance results, any issues encountered and recommendations
- Assist with the development of a test strategy
- Develop testing plans for specific applications, systems and releases
- Develop test scripts to enable testing of functional specifications and use cases
- Undertake functional, Load and Performance Testing in accordance with prepared test scripts.

- Track and report on test results which may include development of pass/fail test reports including details for all failed tests
- Test co-ordination duties
- Suggest new testing methodologies, technologies and opportunities for improving the effectiveness and efficiency of testing services
- Provide consultancy services, to advise on tuning specific systems for optimal performance, as well as to provide assistance with the creation of load test scenarios.
- Work collaboratively, with the ABS, Telecommunications providers, and third party providers to ensure successful delivery of the relevant outcomes. Will also be required to provide detailed project plans and organise regular project meetings and other relevant communication with ABS project staff..
- Use ABS provided log in credentials for the specified number of virtual users. This data is sensitive and the contractor will need to confirm that the data will be kept securely with limited access at all times, and will be securely deleted at the end of testing periods.
- Respond to specific testing requests which will outline in depth technical details and requirements of particular test programs, load runs and performance cycles.

4 Evaluation criteria

- 4.1 The following Evaluation Criteria form the basis of the RFP evaluation and are not listed in any particular order of importance (see clause 20 of the Request for Proposal Conditions):
- Innovative approaches to **Pricing**, particularly in relation to volume discounts across a program of work,
 - **Cost control measures employed**, ie how best to minimise costs for the benefit of the ABS,
 - **Risk reduction approaches**, ie mitigation of typical risks in a performance and/or load test environment and approaches to their management,
 - **Relationship management**, over a longer-term program, and
 - **Skills transfer**, particularly around script-building and project management of testing tasks.
 - **Capacity**. Includes consideration of:
 - Existing contractor resources compared to our program of work,
 - Expertise of contractor staff, and
 - Surge capacity.
 - **Experience**. Includes consideration of:
 - Degree to which client expectations have been met (at least two referees to be nominated),
 - Management of telecoms in high volume situations.

- 4.2 If additional criteria are intended to be applied for purposes of evaluation, the ABS will notify respondents of the additional criteria to be applied. Respondents will be given an opportunity to respond.
- 4.3 A briefing will be held on 11th September 2012. Please register and collect address details for briefing by contacting [REDACTED] on telephone [REDACTED]. The purpose of the briefing will be to ensure that all potential respondents are fully informed of the requirements of the RFP. The ABS may provide additional material to respondents following the briefing, including responses to particular questions.

5 Minimum content and format requirements

- 5.1 There are no minimum content and format requirements for the RFP.

6 Conditions of participation

- 6.1 There are no conditions for participation for the RFP.

7 Essential requirements

- 7.1 There are no essential requirements for participation for the RFP.

SECTION 2 – SUBMISSIONS

Respondents should respond to each item set out in this Section 2. The submission should use the same numbering system. If a respondent cannot provide any of the information requested, it should indicate this against the relevant item.

As information provided in this Section will be used to evaluate submissions, an erroneous or incomplete response may mean that the ABS is not able to conduct a complete evaluation of the submission. Accordingly, if respondents have any doubt as to the intent of information sought by the ABS in the RFP, clarification should be obtained from the ABS Contact Officer (refer Section 2.2)

1 Company information

Submissions should include the following information:

- 1.1 Company name and Australian Business Number.
- 1.2 Location of the respondent's company/business head office.
- 1.3 Location of the office where this contract will be administered.
- 1.4 Name and position of person who will be responsible for executing the contract.
- 1.5 Principal contact person for the submission, including telephone number, facsimile and e-mail address.
- 1.10 Respondents should provide at least two referees, including the primary contact for the referee, a description of the goods and/or services provided to the referee and an indication of whether any agreement is current or alternately when it ceased. Where possible, referees should be from entities where you have provided goods and/or services of a similar description, volume or value.

2. Response to statement of requirement (Section 1 para 3.3)

3. Response to evaluation criteria (Section 1 para 4.1)

ANNEXURE A TO SECTION 2- DECLARATION BY RESPONDENT PROVIDING A SUBMISSION IN RESPONSE TO THE RFP

I,, am duly authorised to sign submissions on behalf of**(Respondent)**, who submits a response to the Request for Proposal to supply the goods/services at the prices or rates submitted and in accordance with the terms offered.

I declare that:

- (a) the information contained in this submission is true and correct;
- (b) the Respondent accepts the ABS Request for Proposal Conditions;
- (c) any conflicts of interest that exist or are likely to arise which would affect the performance of the Respondent have been included in our response;
- (d) the Respondent represents that, having made all reasonable enquiries, as at the date of this declaration, there are no unsettled judicial decisions against the Respondent (not including decisions under appeal) relating to unpaid employee entitlements;
- (e) details of the Respondent are as follows:

Registered Name:

Trading or Business Name:

Registered Australian Business Number (ABN):

Registered Full Physical Address:.....

.....

Postal Address:

.....

Telephone Number: (.....)

E-mail Contact:

.....Date:...../...../.....

(Signature of officer duly authorized to sign quotes for and on behalf of the Respondent)
(Date)

.....

(Printed Name and Official Position Held)

..... /...../.....
(Signature of Witness) (Date)

.....
(Printed Name and Address of Witness)

ATTACHMENT 1 – REQUEST FOR PROPOSAL CONDITIONS

1 Structure of the RFP

- 1.1 The Request for Proposal (RFP) invites Proposals (Submissions) for the provision of the goods or services set out in Section 1 of the RFP.
- 1.2 The RFP comprises the following:
- (a) Statement of Requirement - Section 1;
 - (b) Respondent's Response - Section 2;
 - (c) Request for Proposal Conditions - Attachment 1;

2 Interpretation

- 2.1 In these Conditions (unless the context otherwise requires) a reference to a Section is a reference to a Section of the RFP.

3 Inconsistency

- 3.1 If there is any inconsistency between any sections of the RFP, the following order of precedence applies:
- (d) Request for Proposal Conditions - Attachment 1;
 - (e) Administrative Details - Section 1.2;
 - (f) Statement of Requirement - Section 1.3; and
 - (g) Other parts of the RFP or documents incorporated by reference.
- so that the provision in the higher ranked section, to the extent of the inconsistency, shall prevail.

4 Variation or termination of the RFP

- 4.1 The ABS may vary or amend the RFP or the RFP process at any time. If the ABS does so prior to the Submission Closing Time, the ABS will issue a formal addendum to the RFP via AusTender.
- 4.2 The ABS may terminate the RFP process at any time if it considers that it is not in the public interest to proceed.

5 Contact officer for RFP enquiries

- 5.1 Respondents must direct any questions during the preparation of a submission to the ABS Contact Officer set out in Section 1.2 - Administrative Details. All such inquiries are to be in writing, preferably by e-mail.
- 5.2 The ABS may provide the answer to any query from a respondent to all other respondents without disclosing the source of the query.
- 5.3 Should a respondent find any discrepancy, error or omission in the RFP, the respondent shall notify the ABS in writing on or before the Submission Closing Time or if that is not possible, as soon as reasonably practicable thereafter.

6 Copies of submissions

- 6.1 The ABS may make such copies of the submission documentation as it requires for the purposes of the RFP and negotiating any subsequent contract.

7 Lodgement of submissions

- 7.1 The Submission Closing Time and date for lodgement of submissions is set out in Section 1 - Administrative Details.
- 7.2 Should the respondent become aware of any discrepancy, error or omission in their Submission, and wish to lodge a correction or additional information, that material is to be in writing and lodged prior to the Submission Closing Time.

8 Not Used

9 Extension of deadline

- 9.1 The Submission Closing Time and date may be extended only by written notice from the ABS. Any extension notice will be given the same distribution as the original RFP.

10 Late submission policy

- 10.1 Any Submission lodged after the Submission Closing Time will be deemed late and Submissions lodged by any other means will not be considered.
- 10.2 Subject to clause 10.3, the ABS will not admit a late submission to evaluation. Respondents are advised that the onus to provide proof of receipt of their Submission prior to the closing date and time rests with the respondent

- 10.3 The ABS will admit to evaluation any Submission that was received late solely due to mishandling by the ABS.

11 Alterations, erasures or illegibility

- 11.1 Respondents should ensure that any alterations or erasures made to a Submission are clearly identified and, where appropriate, initialled. Any alteration or erasures made to a Submission that is not clearly identified may result in the Submission being excluded from consideration. All alterations are to be submitted by the Submission Closing Time.
- 11.2 Respondents should immediately notify the ABS Contact Officer in writing, if a respondent reasonably believes that there is a discrepancy, error, ambiguity, inconsistency or omission in the RFP.
- 11.3 If the ABS considers that there are unintentional errors of form in a Submission, the ABS may request the respondent to correct or clarify the error, but will not permit any material alteration or addition to the Submission.

12 Clarification

- 12.1 During evaluation of Submissions the ABS may seek clarification from and to enter into discussion with any or all of the respondents in relation to their Submissions. This clarification or discussion may involve attendance at the respondents' premises by nominated ABS officers to inspect facilities and equipment.

13 Supporting material

- 13.1 Supporting material is material additional to the Submission which elaborates or clarifies the Submission but which does not alter it in any material respect.
- 13.2 Supporting material may be provided on the initiative of the respondent or at the request of the ABS. If it is to be provided on the initiative of the respondent, the respondent's intention to submit supporting material should be clearly stated in the Submission and submitted prior to Submission Closing Time.
- 13.3 Material presented as supporting material which, in the opinion of the ABS, materially alters the Submission, will not be considered.
- 13.4 Supporting material should be submitted with the Submission.

14 Language

- 14.1 The Submission and all supporting material should be written in English and all measurements are to be in Australian units of measurement.

15 Respondent's submission

- 15.1 Respondents should provide the information sought in Section 2 to a sufficient level of detail to enable evaluation by the ABS of the solution offered by the respondent.

16 Respondent profile

- 16.1 Respondents should provide sufficient information to enable the ABS to clearly identify the entity with whom any resultant contract may be executed. For this purpose, respondents should provide the information requested in Section 2.

17 Declaration by respondent

- 17.1 Respondents should complete the 'Declaration by Respondent' form included as Annexure B to Section 2.

18 Respondents to inform themselves and disclaimer

- 18.1 Respondents are deemed to have:
- (a) examined the RFP, any documents referred to in the RFP, and any other information made available in writing by the ABS to respondents for the purpose of providing a Submission;
 - (b) examined all further information which is obtained by making reasonable enquiries relevant to the risks, contingencies, and other circumstances having an effect on their Submission; and
 - (c) satisfied themselves as to the correctness and sufficiency of their Submissions including submitted rates or prices.
- 18.2 In preparing their Submissions, respondents must not rely on:
- (a) any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending the RFP other than in accordance with clause 4.1; or
 - (b) any warranty or representation made by or on behalf of the ABS, except as are expressly provided for in the RFP.
- 18.3 The ABS will not be responsible for any costs or expenses incurred by respondents in complying with the requirements of the RFP, any subsequent process as part of or following completion of the RFP process, or negotiating any subsequent contract.
- 18.4 The RFP is an invitation to treat and is not to be taken or relied upon as an offer capable of acceptance by any person or as creating any form of contractual (including a process contract), quasi contractual, restitution or promissory estoppel rights, or rights based on similar legal or equitable grounds.

- 18.5 The ABS will not be liable to any respondent on the basis of any contract or other undertaking (including any form of contractual, quasi contractual or restitutionary grounds or promissory estoppel rights or rights based on similar legal or equitable grounds) whatsoever or in negligence as a consequence of any matter relating or incidental to the RFP or a respondent's participation in the RFP process including instances where:
- (a) a respondent is not invited to participate in any subsequent process as part of or following completion of the RFP process;
 - (b) the ABS varies the RFP process;
 - (c) the ABS decides to terminate the RFP process, any subsequent process as part of or following completion of the RFP process or not to contract for all or any of the requirements; or
 - (d) the ABS exercises or fails to exercise any of its other rights under or in relation to the RFP.

19 Ownership of submission documents

- 19.1 All Submissions become the property of the ABS upon submission.
- 19.2 Respondents should note that the ABS may provide submission documentation or any part of a Submission to a third party for the purposes of assisting the ABS in submission evaluation and the preparation of any subsequent stage of the procurement.
- 19.3 Notwithstanding the effect of subclause 19.1 and without prejudice to anything agreed in any subsequent contract, ownership of intellectual property in the information contained in the Submission documents remain unchanged.
- 19.4 However, the ABS may use any material contained in a Submission, or otherwise provided by the respondent, for the purposes of the RFP process, any subsequent stage of the procurement and preparation of any resultant contract.

20 Evaluation of submissions

- 20.1 Following the Submission Closing Time, Submissions will be evaluated to identify the respondents who will be selected by the ABS to participate in the second stage of this procurement, on the basis of the evaluation.
- 20.2 The ABS may at any time exclude a Submission from consideration if the ABS considers that the Submission is incomplete or is clearly not competitive.
- 20.3 Respondents should ensure that the Submission specifically responds to every item and condition identified in Section 2 – Submissions. The Submission should be structured in the order in which the clauses appear in Section 2, with identical clause numbering etc. The Submission should be clear and precise and should refer, where appropriate, to page or paragraph numbers in manuals or documentation which form part of the Submission. Where a respondent has not responded to all items in Section 2, the ABS may exclude the Submission from further evaluation.

20.6 The ABS may at its discretion, elect not to progress to a second stage in the procurement, if the ABS determines that it is not in the public interest to do so.

21 Not Used

22 Not Used

23 Submitted prices or rates

23.1 Pricing or rates specified in a Submission are to identify all costs including GST (as defined in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*) as a separate and distinct cost.

24 The ABS's confidential information

24.1 Respondents must not, and must ensure that their employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the ABS, the Commonwealth or a third party acquired or obtained in the course of preparing a Submission, or any documents, data or information provided by the ABS and which the ABS indicates to respondents is confidential or which respondents know or ought reasonably to know is confidential.

24.2 The respondent agrees to secure all confidential information relating to the RFP, any further process of the procurement, any resultant contract or the goods/services against loss and unauthorised access, use, modification or disclosure.

24.3 The ABS may require that all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to respondents) provided to respondents (and all copies of such information made by respondents) be:

- (a) returned to the ABS - in which case respondents will be required to promptly return all such information to the address identified by the ABS; or
- (b) destroyed by respondents - in which case respondents will be required to promptly destroy all such information and provide the ABS with written certification that the information has been destroyed.

24.4 The ABS may exclude from further consideration any submission lodged by a respondent who has engaged in any behaviour contrary to this clause 24.

25 Respondent's confidential information

- 25.1 Subject to clauses 25.2 and 25.3, the ABS will treat as confidential all Submissions lodged by respondents in connection with the RFP.
- 25.2 The ABS will not be taken to have breached any obligation to keep information provided by respondents confidential to the extent that the information:
- (a) is disclosed by the ABS to its advisers, officers, employees or subcontractors solely in order to conduct the RFP process or to prepare and manage any resultant contract;
 - (b) is disclosed to the ABS's internal management personnel, solely to enable effective management or auditing of the RFP process;
 - (c) is disclosed by the ABS to the responsible Minister;
 - (d) is disclosed by the ABS in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (e) is shared by the ABS within the ABS's organisation, or with another Commonwealth agency, where this serves the Commonwealth's legitimate interests;
 - (f) is authorised or required by law to be disclosed; or
 - (g) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.
- 25.3 Should a resultant contract be entered into with the successful respondent, the successful respondent's Submission will not necessarily be treated as confidential. Respondents should clearly identify in their Submission the information that they consider should be protected as confidential information should a contract be entered into with them. The ABS will only consider a request for confidentiality where:
- (a) the information to be protected is identified in specific rather than global terms;
 - (b) the information is by its nature confidential; and
 - (c) disclosure would cause detriment to the parties concerned.
- 25.4 The ABS will only keep information contained in, or obtained or generated in performing, any contract entered into with the successful respondent confidential in accordance with the terms of the contract. In considering whether to agree to keep information confidential under any resultant contract, the ABS will have regard to the matters covered by *Guidance on Confidentiality in Procurement, Financial Management Guidance No. 3, July 2007*.

26 Compliance with policies

- 26.1 Respondents are considered to have familiarised themselves with all relevant Commonwealth legislation and policies relating to the RFP process and the provision of goods/services including:
- (a) the small and medium enterprises (SME) policy under which the Australian Government is committed to Commonwealth agencies sourcing at least 10% of the value of their purchases from SMEs;
 - (b) Division 137.1 of the *Criminal Code* which makes it an offence to knowingly provide false or misleading information to a Commonwealth entity;
 - (c) the *Freedom of Information Act 1982* (Cth) which gives members of the public rights of access to certain documents of the Commonwealth;
 - (d) the *Auditor-General Act 1997* (Cth) which allows the Auditor-General to conduct a review or examination, at any time, of any aspect of the operations of Australian Government agencies;
 - (e) the *Ombudsman Act 1976* (Cth) which authorizes the Ombudsman to investigate the administrative actions of Australian Government departments and agencies and to investigate the actions of certain Australian Government contractors; and
 - (f) the *Privacy Act 1988* (Cth) which aims to ensure that contractors and their subcontractors do not engage in an act or practice that would breach the Information Privacy Principles if done by the Commonwealth. The Privacy Act also imposes obligations directly on contractors and subcontractors to comply with the National Privacy Principles.
- 26.2 Where a respondent is currently named as not complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Cth), the ABS may exclude their Submission from further consideration.
- 26.3 The ABS will not enter into a contract with suppliers who have had a judicial decision against them (not including decisions under appeal) relating to employee entitlements and have not paid the claim. Respondents are required to provide confirmation of this issue in the 'Declaration by Respondent' at Annexure B to Section 2.

27 Industry capability network

- 27.1 Respondents are encouraged to use the services of the Industry Capability Network (ICN) established in each State, to assist in identifying local sources of goods and services that would otherwise be imported. Respondents are also encouraged to promote ICN services by including this clause in their own agreements with subcontractors.
- 27.2 The ICN's are financially supported by government, managed by industry, and provide purchasers with a free sourcing service to identify capable and competitive Australian and New Zealand suppliers which may be able to supply the necessary goods and services when required.

27.3 The ABS does not take any responsibility in the selection or performance of any supplier identified by an ICN.

28 Execution of formal agreement

28.1 The ABS may:

- (a) use any relevant information obtained in relation to a Submission (provided in the Submission itself, otherwise through the RFP or by independent inquiry) in the evaluation of Submissions;
- (b) seek clarification or additional information from any respondent for the purposes of submission evaluation;
- (c) shortlist one or more respondents and seek further information from them;
- (d) enter into negotiations or discussions with one or more respondents; or
- (e) discontinue negotiations or discussions with a respondent, whether or not the respondent has been notified that it is the preferred respondent.

28.2 The Submission shall not be deemed to have been accepted until a formal written contract has been executed between the respondent and the ABS, and notification from the ABS to any respondent that it is a preferred, selected or successful respondent will not constitute an acceptance or rejection of any Submission. .

29 Ethical dealing

29.1 Submissions must be compiled without improper assistance of current or former officers, employees, contractors or agents of the ABS and without the use of information improperly obtained or in breach of an obligation of confidentiality (including any obligation referred to in clause 30).

29.2 Respondents must not:

- (a) engage in misleading or deceptive conduct in relation to their Submissions or the RFP process;
- (b) engage in any collusive bidding, anti-competitive conduct or any unlawful or unethical conduct with any other respondent or any other person in connection with the preparation of their Submissions or the RFP process;
- (c) attempt to solicit information from or influence improperly any current or former officer, employee, contractor or agent of the ABS, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFP process;
- (d) engage in, or procure or encourage others to engage in, activity that would result in a breach of the Lobbying Code of Conduct and APSC Circular 2008/4 Requirements relating to the Lobbying Code of Conduct and post separation contact with Government; or
- (e) otherwise act in an unethical or improper manner or contrary to any law.

- 29.3 The ABS may exclude from consideration any Submission lodged by a respondent that has engaged in any behaviour contrary to this clause 29. In addition, the ABS may refer the matter to relevant Commonwealth, State or Territory authorities. This right is in addition to any other remedies the ABS may have under law or in any contract with a successful respondent.

30 Conflicts of interest

- 30.1 Respondents should represent and declare whether, at the time of lodging their submission, a conflict of interest concerning itself or a related entity exists, or might arise during the term of the contract or in relation to the Submission.
- 30.2 A conflict of interest means any matter, circumstance, interest, or activity affecting the respondent (including the officers, employees, agents and subcontractors of the respondent) which may or may appear to impair the ability of the respondent to perform the contract diligently and independently.
- 30.3 A conflict of interest may exist if:
- (a) respondents or any of their personnel have a relationship (whether professional, commercial or personal) with the ABS personnel involved in the evaluation of Submissions; or
 - (b) respondents have a relationship with, and obligations to, an organisation which would affect the performance of any resultant contract or would bring disrepute to or embarrass the ABS.
- 30.4 If at any time prior to entering into any resultant contract, an actual or potential conflict of interest concerning itself or a related entity arises or may arise for any respondent, that respondent should immediately notify the ABS Contact Officer.
- 30.5 If a conflict of interest arises, the ABS may:
- (a) exclude the Submission from further consideration;
 - (b) enter into discussions to seek to resolve the conflict of interest; or
 - (c) take any other action it considers appropriate.

31 Governing law

- 31.1 The RFP is construed in accordance with the laws of the Australian Capital Territory.
- 31.2 The parties submit to the jurisdiction of the courts of the Australian Capital Territory.

Attachment 6

ABS eCensus Performance Testing Executive Summary

 WHEN QUALITY MATTERS

PRIVATE AND CONFIDENTIAL

Contact: Revolution IT

Level 1, The Realm, 18 National Circuit
Canberra ACT 2600

P: +61 2 6198 3416

E: info@revolutionit.com.au

www.revolutionit.com.au



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1. Document Control

1.1. Reviewers & Authorisations

Name	Title	Review/Authorisation
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	

1.2. Document Change History

Version No.	Version Date	Author	Comment
0.1	17/08/2016	[REDACTED]	Initial Version
0.2	19/08/2016	[REDACTED]	Incorporating feedback from [REDACTED] and [REDACTED]
1	22/08/2016	[REDACTED]	Published for review
1.1	22/08/2016	[REDACTED]	Added details of emulated Vuser behaviour to the approach

1.3. Document Reference Personnel

Queries regarding this document may be directed to:

Name	Title
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

1.4. Related Documents

Reference	Document Name	Version
1	Performance Testing Questionnaire	0.4
2	08.1-002 D8 D9 eCensus 2016 Solution Proposal	2.0
3	08 3-027 Performance TSR - Main Event	1.0
4	Online Census Capacity Modelling Working Doc - WIP	WIP
5	Online Census Failover Execution	WIP

2. Executive Summary

2.1. Background

The ABS engaged Revolution IT to assist with the planning and implementation of independent performance testing of the 2016 online Census (the 'eCensus solution'). The objective of the testing was to help mitigate performance risks and provide confidence that the eCensus solution would support the expected production load.

IBM conducted their own performance tests as part of the development of the eCensus solution. Load for the tests conducted by IBM was generated from within the eCensus environment and did not include internet links and some externally facing network components.

Risks mitigated by the independent performance testing included:

- Independence from the developer of the solution – to provide additional assurance and independently verify the capacity, stability and availability of the system under load, including failover scenarios
- Test design – the types of tests and load generated on the system
- Test tools – by using different automated performance test tools (this proved critical in discovering a problem in the IBM performance test results and sizing of the eCensus solution)
- Scope - components of the system not in scope of the IBM performance testing including internet links, entry firewalls and front end load balancing

The modelling prepared by the ABS and IBM suggested approximately 65% of the 2016 Census responses would be submitted online using the eCensus solution, however, allowing for a greater than expected response, the eCensus solution was designed and built by IBM to support:

- An online response rate of up to 80% of respondents
- A peak period when 36% of respondents would complete the Census in 4 hours
- A peak load during this period of 251 forms submitted per second

Revolution IT's scope of work was to take the expected peak load modelled by the ABS and IBM, run application performance tests based on that load and report defects and performance test results.

2.2. Approach

HP StormRunner – a cloud based enterprise performance test tool designed for running large scale performance tests - was used to generate the bulk of the load from an Amazon Web Server ('AWS') location in Sydney. LoadRunner Web (HTTP/HTML) scripts running from StormRunner were used to emulate the behaviour of real users accessing the eCensus solution via the internet and completing their Census forms.

HP Performance Center ('HPPC') was also used to generate some of the load as this allowed emulation of network connection speeds that were not available in HP StormRunner. In particular, HPPC was used to measure the Non Functional Requirements ('NFR's) defined in the Request for Tender ('RFT') for the eCensus solution.

The emulated user behaviour included hitting the landing page, browsing help pages, valid and invalid Census logins, filling in and submitting house-hold and personal Census forms, opening partially completed forms and saving partially completed forms, emailing of Census passwords and Census form receipts.

Revolution IT designed, built and executed the independent performance tests. IBM monitored the eCensus solution infrastructure during the tests, investigated issues and implemented fixes for the performance issues that were identified during testing. Without compromising the objectivity or the independence of the testing ABS, IBM and Revolution IT worked constructively throughout the process, with a shared goal of ensuring that the eCensus solution was fit for purpose and would support the expected production load.

The following types of tests were conducted:

Test Type	Description	% Peak Load *	Ramp-up (hours)	Duration (after ramp-up) (hours)
Stress Test	Slow ramp-up to 150% of expected peak load. Stress tests provide visibility of how resource utilisation and response times degrade under higher than expected load.	150%	2	1
Failover/High Availability	Ramp-up to 100% of peak load then fail one component at each tier of the infrastructure at a time. The objectives of a failover test are to 1) verify whether or not the application can support the expected production volumes with acceptable response times and resource utilisation and 2) verify that the system will failover gracefully and continue to support the expected production load in the event of a failure of a server, router, or other component. Overload Control, a mechanism built into the eCensus solution to restrict access to the system under periods of higher than expected load, was also turned on and off during this test.	100%	0.5	2
Soak/Resilience	Sustained peak load to verify the stability and availability of the system under load for an extended period of time. Soak tests reveal problems such as memory leaks that may not be obvious in a test of 1 – 2 hours duration.	80%	1	8

* Refer to Peak Load Transaction Model in Reference 4

2.3. Results

2.3.1. Test Results

Each of the different type of tests was run multiple times. The following table summarises the final result of each of the tests:

Test Type	Date	Result	Comments
Soak/Resilience	22/06/2016	PASS	The test ran at 80% for 8 hours. During the test an HSN card failed resulting in a temporary loss of connectivity. Monitoring and failover scripts were updated and re-tested successfully in the final validation test (Failover/High Availability) on the 30/06/2016. Response times and resource utilisation were otherwise acceptable. Based on the successful resolution of the issue, the result of this test was deemed to be a pass.
Failover/High Availability	24/06/2016	PASS	The results of this test showed that the eCensus solution could support the expected production load in the event of a failure of any one of the following components:

Test Type	Date	Result	Comments
			<ul style="list-style-type: none"> Physical application server Physical DMZ server Entry firewall NIPS <p>When the entry router (and associated ISP link) was brought down all external connectivity to the eCensus site was lost. This was fixed and re-tested successfully in the final validation test (Failover/High Availability) on the 30/06/2016.</p> <p>Response times and resource utilisation were otherwise acceptable. Based on the successful resolution of the issue, the result of this test was deemed to be a pass.</p>
Stress Test	29/06/2016	PASS	SSL inspection limited the capacity of the eCensus solution to 263 submits per second. SSL inspection policies were removed dynamically and the test continued to an average of 357 submits per second. Due to randomisation in the emulated user behaviour spikes of activity exceeded 400 submits per second. At 357 submits per second the highest average CPU utilisation was approximately 60% on the Web servers.
Final Validation Test (Failover/High Availability)	30/06/2016	PASS	<p>This was the final validation test at 100% of expected peak load.</p> <p>Failover of the following components was retested and passed:</p> <ul style="list-style-type: none"> HSN failover Entry router + ISP link <p>Overload control was turned on and off successfully.</p>

2.3.2. Transaction Response Times

The sample of average transaction response times for the key business processes shown below are for submitting a Census form with two people. These results are taken from the Failover test:

Transaction	Avg duration	Min	Max	90TH%
eCensus_01_LandingPage	1.937	0.073	46.782	3.630
eCensus_02_StartMyCensus	1.410	0.052	40.032	2.103
eCensus_03_SubmitCLID	0.819	0.023	36.392	1.275
eCensus_04_SubmitPasswordAndEmail	1.480	0.046	38.160	3.398
eCensus_05_SubmitAddress	0.484	0.015	39.699	0.796
eCensus_06_SubmitPerson1	0.855	0.025	39.611	1.561
eCensus_07_SubmitPerson2	0.853	0.025	40.481	1.550
eCensus_09_SubmitDwelling	0.482	0.015	35.903	0.805

Transaction	Avg duration	Min	Max	90TH%
eCensus_11_FinalSubmit	0.504	0.019	37.033	0.843
eCensus_12_SubmitFeedback	0.711	0.021	34.230	1.139

* Note that this is a sample of some of the transaction response times measured for a group of Virtual Users running a script submitting a Census form with 2 people. The response times shown here are typical of the performance test results. Refer to the full report for a complete list of results and transaction response times.

2.3.3. Non-Functional Requirements

The following table compares the test results with the performance non-functional requirements listed in the RFT, clauses 4.13-15.

Note that the response times in the previous section of this Executive Summary were measured from StormRunner. The connection speeds specified in the NFR's and shown in the table below were emulated by a subset of Vusers running in HP Performance Centre.

Transaction Name	256K ADSL 95th Percent	256K ADSL SLA	200K 3G 95th Percent	200K 3G SLA	56K Dialup 95th Percent	56K Dialup SLA	Result
eCensus_01_LandingPage	8.714	8.8	9.934	12	23.747	40	PASS
eCensus_02_StartMyCensus	6.015	8.8	6.406	12	9.468	40	PASS
eCensus_03_SubmitCLID	2.906	4.4	2.952	6	4.203	16	PASS
eCensus_04_SubmitPasswordAndEmail	8.638	4.5	10.594	6	30.013	20	PASS
eCensus_05_SubmitAddress	2.686	3.5	2.858	4.5	3.811	16	PASS
eCensus_06_SubmitPerson1	3.155	3.5	3.171	4.5	5.249	16	PASS
eCensus_07_SubmitPerson2	3.202	3.5	3.249	4.5	5.608	16	PASS
eCensus_08_SubmitPerson3	2.78	3.5	3.388	4.5	5.656	16	PASS
eCensus_09_SubmitDwelling	2.294	3.5	2.53	4.5	3.671	16	PASS
eCensus_11_FinalSubmit	2.766	3.5	2.639	4.5	3.859	16	PASS
eCensus_12_SubmitFeedback	2.436	3.5	2.265	4.5	3.452	16	PASS

2.4. Conclusion and Recommendations

The results and recommendations presented here are based on the version of the eCensus application and the configuration of the infrastructure that was tested.

Under the conditions tested, the results demonstrate that:

- The eCensus solution would meet the non-functional requirements defined in the RFT at the expected peak load of 251 submits per second
- There is sufficient headroom to meet the NFR's up to 150% of that expected peak load
- Redundancy built into the solution will allow NFR's to be met at 100% of the expected peak load in the event of a failure of a single server at any one of the following tiers of the infrastrurcture at a time:
 - Physical application server
 - Physical DMZ server
 - Entry firewall
 - NIPS
 - HSN failover
 - Entry router and associated ISP link

Note that simultaneous failures at more than one tier of the infrastructure have not been tested and the performance of the solution in the event of simultaneous failures is not known.

All performance tests are an approximation of the load that is expected in production and the performance of the eCensus solution in production may vary from the test results presented here. Active monitoring and management of the eCensus solution in the production environment is recommended.

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