

## **QUESTION TAKEN ON NOTICE**

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

### **(1) Output: Internal Products**

Senator Ludwig asked:

- (1) Regarding the new visa processing system, can DIMIA explain briefly why an upgrade to the system was necessary?
- (2) How will this plug into the biometric database that is being developed?
- (3) Will the fingerprints of detention centre detainees also be loaded into the system?
- (4) How will this program link with DFAT's biometric passport, and Customs Smartgate?
- (5) What companies are involved in developing these programs? How compatible will they be? Will the developer of DIMIA's program have to work around compatibility issues of pre-existing DFAT and Customs programs?
- (6) Have these been factored into costings?
- (7) Is the estimated \$67.9 million dollar cost referred to in the Australian Financial Review (19/01/05) still accurate?
- (8) Can the Department give a breakdown of the costs associated with this project?
- (9) How much of it has been contracted already?
- (10) How much of that amount was publicly advertised?
- (11) How much of that amount is being put out to public tender?
- (12) Have these tenders been finalised?
- (13) Is the \$28million dollars worth of contracts awarded to CSC as reported in the Financial Review an accurate figure?
- (14) Were these contracts put out to public tender? Were these contracts publicly advertised?
- (15) Can you release the contents of the Strategic partnership agreement between DIMIA and the CSC?

*Answer:*

(1) The Global Systems Environment Program involves a mix of modernisation of existing visa and movement processing systems and the introduction of new software platforms to:

- enable systems which are based on older technology to utilise new platforms and capability, for example biometrics technology
- generate opportunities for the introduction of new business processes
- significantly improve the capacity of DIMIA's IT platforms to respond quickly to emerging and changing needs.

The initiative will allow the replacement, and/or upgrading of legacy systems with a global systems environment which will:

- reduce the scope for immigration fraud
- support counter-terrorism efforts, increase integrity levels, and
- facilitate Australia's competitiveness as a tourism, visitor and migration destination through easier access to DIMIA services, and faster processing of applications.

The system will do this by integrating disparate sources of client and intelligence information under a single systems umbrella available to decision makers regardless of location.

Initial work will focus on the transfer of offshore visa classes from existing, stand-alone processing systems at overseas posts, to a centralised onshore processing system, to allow:

- the repatriation of work related to these visa classes to processing centres which will improve the quality and responsiveness of decision-making
- the "E-enablement" of visa processing, allowing web-based third party access to a range of visa classes over the Internet.

In the medium term, DIMIA's IT platforms and systems will be upgraded to allow border and movement management systems, and visa processing systems, to take advantage of advances in biometrics and identity management systems, and intelligence/security information processing.

(2) The Identity Services Repository will hold facial images and fingerprint scans as well as links to identity information held in other DIMIA systems. DIMIA staff undertaking core processing in the new Global Systems Environment will be able to use biometric identifiers for confirmation of the client's identity.

(3) Yes. However, all detainees may not be fingerprinted.

(4) DFAT's biometric passport and Customs' Smartgate primarily applies to Australian citizens, whereas the Identity Services Repository and Global Systems Environment involve processing of non-citizens. Australian citizens being immigration cleared will use the biometric passport and Smartgate.

DIMIA will focus on the use of facial recognition technology to ensure compatibility and interoperability with Custom's Smartgate and DFAT's ePassport for whole-of-government identity management.

(5) DIMIA is not locked into any particular vendor or technology. The technical architecture within DIMIA will be flexible and scalable to ensure interoperability between biometric and other systems with other border agencies. DIMIA is working closely both with Customs and DFAT to ensure interoperability at both business and technical levels.

(6) Yes.

(7) Yes. Together with a funding injection of \$16.4m from the DIMIA baseline budget, flowing from savings generated by the program, the Global Systems Environment is expected to cost \$84.3m.

(8) The Global Systems Environment Program includes a range of activities and acquisitions. Precise pricing of individual products/major service provisions will be determined through responses to open tender processes. Funding estimates for activities and acquisitions, based on industry advice, are:

- new software platforms: \$26.5m
- software platform upgrades: \$6.0m
- Applications Systems developments: \$27.6m
- IT hardware upgrades: \$5.7m
- Global communications network upgrades: \$14.0m
- Program and project management, coordination and monitoring, and acquisition (procurement) costs: \$4.5m

(9) Work on the transfer of off-shore visa classes to a centralised processing system has begun, utilising existing DIMIA IT capability, while planning for major IT services and technology acquisitions is underway. No contracts for these acquisitions have been let yet.

(10) See part (12).

(11) Any goods or services required for the delivery of the Global Systems Environment, which are not sourced internally to DIMIA, or covered by existing contractual arrangements, will be acquired in line with the provisions of the Commonwealth Procurement Guidelines. Depending on the nature and value of the goods and/or services, and the available market, a mix of limited and full public tenders processes will be utilised.

(12) Tendering processes associated with the Global Systems Environment have not yet commenced.

(13) The figure of \$28 million reported in the AFR article is incorrect. CSC services were sought through the existing DIMIA Strategic Alliance Agreement with CSC (see part (15)) in December 2000 to assist with the development of the

Department's E-Government initiatives. The total cost of this work is \$14million and covers the period December 2000 to June 2005. The AFR incorrectly added together variations to the orders relating to this work. Each variation was not a new order and the figures against each variation were incremental and not additional.

(14) This contract was not put out to public tender. This contract was negotiated under the DIMIA & CSC Strategic Alliance Agreement on a time and materials basis. The DIMIA & CSC Strategic Alliance was the subject of an open tender in 1997.

(15) CSC and DIMIA have agreed that the Strategic Alliance Agreement may be released to the Committee. CSC has asked that labour rates contained in the agreement not be disclosed for reasons of commercial confidentiality. The attached copy of the agreement is complete except for the labour rates.

# VARIATION

## under Schedule 3 to Strategic Alliance Agreement

between the

**COMMONWEALTH OF AUSTRALIA**

represented by the

**Department of Immigration and Multicultural and Indigenous Affairs (DIMIA)**  
and

**CSC Australia Pty Limited (CSC)**

**Change Order No:** seven (7)

**Implementation date of change:** 1 June 2004

**Change proposal - reason for change:**

*Agreement of insertion of limitation of liability clause.*

**Agreed variation:**

Clause 10.4.3 of Part C of the Agreement is amended as follows:

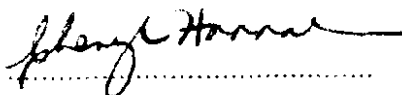
- 10.4.3 The liability of a Party under a Contract, in respect of each occurrence giving rise to an action described in clause 10.4.1 is, except in relation to liability
- (a) for personal injury (including sickness and death);
  - (b) for loss of, or damage to, tangible property; or
  - (c) under an indemnity provided by a Party under clause 10.3,

limited to an amount that is the greater of \$5 million and 5 times the value of the Contract unless otherwise agreed in writing by the Parties in the Official Order.

**THE AGREEMENT IS CHANGED IN ACCORDANCE WITH THE TERMS OF THIS  
VARIATION**

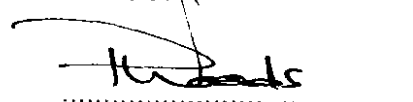
SIGNED on the .....<sup>27<sup>th</sup></sup>..... day of May 2004

For DIMIA on behalf of the Commonwealth:



Cheryl Hannah  
Chief Information Office

For CSC:



print name and position

**PAUL WOODS**  
GM Federal

# VARIATION

## under Schedule 3 to Strategic Alliance Agreement

between the

**COMMONWEALTH OF AUSTRALIA**

represented by the

**Department of Immigration and Multicultural and Indigenous Affairs ("DIMIA")**

and

**CSC Australia Pty Limited ("CSC")**

**Change Order No:** six (6)

**Implementation date of change:** 20 December 2002

**Change proposal - reason for change:**

Agreed change to clause 16.1 on extension of Alliance Agreement under variation 4.

**Agreed variation:**

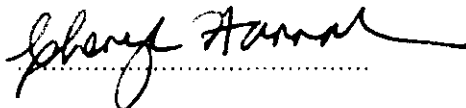
- To replace Clause 16.1 of Part C of the Strategic Alliance Agreement with Clause 16.1 as in Attachment 1 to this variation.

**THE AGREEMENT IS CHANGED IN ACCORDANCE WITH THE TERMS OF THIS  
VARIATION**

SIGNED on the .....<sup>3<sup>RD</sup></sup>..... day of February..... 2003

For DIMIA on behalf of the Commonwealth:

For CSC:



Cheryl Hannah

Chief Information Officer



Name J. VALENTE

Role ACCOUNT EXECUTIVE

**16. TRANSITION OUT**

16.1 Beginning on the delivery of any notice of termination for any reason by either Party, or four (4) months prior to expiration of the Term of this Agreement (or on such earlier date as DIMA may request), and continuing for twelve (12) months after the effective date of termination or expiration as provided in this Agreement, CSC must cooperate with DIMA and provide assistance including as described in this clause. The purpose of the termination/ expiration assistance, and CSC's goal in providing it, must be:

- (a) to enable DIMA to obtain from another contractor, or to provide for itself, services to substitute for or replace those provided by the CSC; and
- (b) to minimise any adverse effect of transferring the Services provided by CSC to DIMA or to a new provider or providers selected by DIMA.

If this Agreement is terminated in part, CSC's obligation to provide termination/expiration assistance shall apply to the Services so terminated.

*N*  
*CA*

# VARIATION

## under Schedule 3 to Strategic Alliance Agreement

between the

### COMMONWEALTH OF AUSTRALIA

represented by the

Department of Immigration and Multicultural and Indigenous Affairs ("DIMIA")

and

CSC Australia Pty Limited ("CSC")

Change Order No: five (5)

Implementation date of change: 1 September 2002

#### Change proposal - reason for change:

Requirement that DIMIA comply with the "Murray Motion" on matters relating to confidential information.

#### Agreed variation:

- To replace the definition of "Confidential Information" in Attachment A to Part A of the Strategic Alliance Agreement with the definition at Attachment 1 to this variation.
- To add the definitions of "CSC Material" and "Related Corporation" to Attachment A to Part A of the Strategic Alliance Agreement as at Attachment 1 to this variation.
- To replace Clause 9.2 of Part C of the Strategic Alliance Agreement with Clause 9.2 as in Attachment 2 to this variation.
- To add Attachment A to Part C of the Strategic Alliance Agreement as in Attachment 3 to this variation.

#### THE AGREEMENT IS CHANGED IN ACCORDANCE WITH THE TERMS OF THIS VARIATION

SIGNED on the ..... 3<sup>rd</sup> ..... day of ..... February ..... 2003

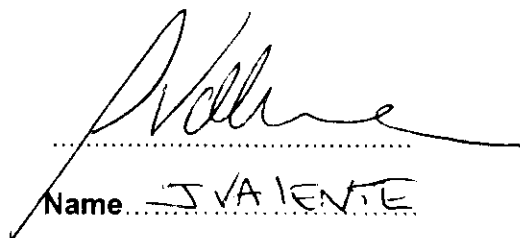
For DIMIA on behalf of the Commonwealth:

For CSC:



Cheryl Hannah

Chief Information Officer



Name... J. VALENTE

Role... ACCOUNT EXECUTIVE



**"CSC Material"** means any Material owned by or licensed to CSC or any Related Corporation of CSC which is used in providing the Services;

**"Confidential Information"** means, in relation to a Party, information that:

- (a) is by its nature confidential;
- (b) is designated by that Party as confidential; or
- (c) the other Party, knows or ought to know is confidential;

and includes information:

- (a) identified under clause 9.2.1 of Part C of this Agreement;
- (b) comprised in or relating to any Intellectual Property Rights of the Party;
- (c) relating to the financial position of the Party and in particular includes information relating to the assets or liabilities of the Party and any other matter that does or may affect the financial position or reputation of the Party;
- (d) relating to the internal management and structure of the Party, or personnel, policies and strategies of the Party;
- (e) of the Party to which the other Party has access in addition to information referred to in paragraphs (b), (c) and (d) that has any actual or potential commercial value to the first Party or corporation which supplied that information;
- (f) in the case of DIMIA, information relating to policies, strategies, practices and procedures of the Commonwealth and any information in CSC's possession relating to the Commonwealth Public Service; and
- (g) information in the Party's possession relating to the other Party's clients or suppliers;

but does not include information:

- (h) which is or becomes public knowledge other than by breach of this Agreement or any Contract or other unlawful means;
- (i) which is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party;
- (j) which has been independently developed or acquired by the receiving Party;
- (k) in respect of ideas, concepts, know-how, techniques or methodologies where disclosure is permitted under this Agreement or any Contract;

- (l) contained in any clause, Item, Schedule, Attachment or detail contained in this Agreement except those agreed by the parties as being confidential and specified in Clause 9.2.1 of Part C of this Agreement; or
- (m) which is by law required to be disclosed, but the disclosing party must use its best efforts to minimise such disclosure;

**“Related Corporation”** means a “related body corporate” within the meaning given to that term in Section 9 of the Corporations Law;

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**9.2 Confidentiality and Disclosure of Information**

**9.2.1 Confidential Information**

- (a) If the Parties agree that any clause, item, Schedule or detail contained in this Agreement is Confidential Information, this Confidential Information must be specified in Attachment A to Part C this Agreement.
- (b) If the Parties agree that any clause, item, Schedule or detail contained in an Official Order made under this Agreement is Confidential Information, this Confidential Information must be specified in Attachment A to that Official Order.

**9.2.2 Non-disclosure of Other Party's Information**

Without limiting the application of clause 9.2.6:

- (a) A Party will protect and preserve the other Party's Confidential Information and will not disclose or make public that Confidential Information unless the:
  - (i) disclosure is made to an authorised CSC subcontractor to enable it to perform its obligations under a Contract and the subcontractor is required to comply with all CSC's obligations with respect to the Confidential Information;
  - (ii) other Party has given written approval on such terms and conditions as it thinks fit;
  - (iii) disclosure is required by law, provided the disclosing Party must use its best efforts to minimise such disclosure; or
  - (iv) disclosure is otherwise permitted for the purposes of providing the Services under this Agreement.
- (b) Each Party will take all reasonable steps to ensure that its officers, employees, agents or any subcontractors engaged for the purposes of this Agreement do not make unauthorised use, reproduction or disclosure of another Party's Confidential Information.
- (c) Each Party will promptly notify the other Party of any unauthorised possession, use or knowledge, or attempt of the same, of any Confidential Information of the other Party, provide full details and use reasonable efforts to assist the other Party in investigating and preventing the re-occurrence of any unauthorised possession, use or knowledge, or attempt of the same.

**9.2.3 Disclosure of Information**

- (a) The obligations on the Parties under this clause 9.2 will not be taken to have been breached to the extent that Confidential Information:
- (i) is disclosed by a Party in order to comply with obligations, or exercise rights, under this Agreement;
  - (ii) is disclosed to a Party's advisers who are advising on Contract-related issues, or internal management personnel, on a need to know basis;
  - (iii) is disclosed to any Commonwealth Minister, or the Minister's advisers;
  - (iv) without limiting the application of this clause 9.2.3(a), is disclosed:
    - A. in order to respond to a request that is made by a Royal Commission, a body undertaking an administrative or statutory review, or an audit or inquiry (whether within or external to the Commonwealth), including a review, audit or inquiry that is conducted by the Commonwealth Auditor-General or the Federal Privacy Commissioner; or
    - B. in order to respond to a request or direction of a House, or a request by a Committee, of the Parliament of the Commonwealth of Australia, for information;
- (b) Where a person discloses Confidential Information to another person pursuant to clauses 9.2.3(a)(i), (ii), (iii) or (iv), the disclosing person must notify the receiving person of the existence and content of this clause 9.2 and the sensitivity of the information being disclosed.
- (c) CSC agrees to provide reasonable assistance to the Commonwealth with regard to the release of CSC's Confidential Information where disclosure may be required for the purposes of the Department's Parliamentary reporting and accountability obligations. Should CSC incur substantial costs in providing such assistance these costs will be borne by DIMIA. CSC must obtain DIMIA's agreement before incurring such costs.
- (d) Provided CSC obtains DIMIA's written consent, CSC may disclose or use any information relating to a Contract where such information is in respect of ideas, concepts, know-how, techniques or methodologies which may be gained by CSC during the period of the Contract or disclosed by DIMIA pursuant to a Contract except where such disclosure or use would infringe the Intellectual Property Rights of any other person.
- (e) The Commonwealth will not disclose CSC Confidential

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Information, including under the provisions of this clause 9.2.3, to any competitor of CSC, except with CSC's written consent, which will not be unreasonably withheld.

**9.2.4 Return of Commonwealth Material**

CSC will, on demand, return to the Commonwealth any documents or other material supplied by the Commonwealth to CSC and containing Confidential Information.

**9.2.5 Deed of Confidentiality**

The Commonwealth may, at any time, require CSC to use reasonable endeavours to arrange for its agents or subcontractors engaged in the performance of a Contract to execute a Deed of Confidentiality substantially in the form appearing in Schedule 8 and CSC will arrange for all such deeds to be executed promptly.

**9.2.6 Commonwealth Disclosure of Confidential Information**

- (a) Subject to subclause 9.2.2, the Commonwealth may disclose Confidential Information provided by CSC to another Commonwealth department or agency.
- (b) The Commonwealth will take all reasonable steps to ensure that, where Confidential Information is disclosed under subclause 9.2, the information is treated as confidential by the receiving department or agency and its servants and agents, and where appropriate, require those people to enter into a confidentiality agreement.
- (c) CSC acknowledges that DIMIA must provide CSC Confidential Information to Parliament or a Parliamentary Committee on request by that body. In the event that any of CSC's Confidential Information is provided to Parliament or a Parliamentary Committee, DIMIA will request that Parliament or the Parliamentary Committee receive CSC Confidential Information in camera. CSC acknowledges that the request may not be implemented by Parliament or a Parliamentary Committee.

**9.2.7 Reporting Requirements**

Notwithstanding any other provision of this clause 9.2, CSC may disclose information about this Agreement or any Contract for the purposes of making necessary reports or receiving advice from CSC's parent company, solicitors, auditors, insurers or accountants. If such a disclosure is made, CSC will ensure that any person receiving the information uses it solely for the purposes of advising or reporting to CSC.

**9.2.8 Survival of this Clause**

This clause 9 survives the expiration or earlier termination of this Agreement or any Contract.

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**Part C Attachment A – Confidential Provisions**

**A. CSC's Confidential Information**

**1. Contract Provisions/Schedules/Attachments**

Item	Period of Confidentiality
<ol style="list-style-type: none"> <li>1. Part B clause 4 (Costs, Financing and Payment Models) and any information provided by CSC pursuant to this clause;</li> <li>2. Part C, Clause 10.3 (Indemnity);</li> <li>3. Part C, clause 10.4 (Liability);</li> <li>4. Part C, clause 10.5 (Insurance Requirements); and</li> <li>5. Schedule 4 (CSC Rates) and any information provided to the Commonwealth during negotiations in varying CSC rates</li> <li>6. Financial Guarantee (if executed)</li> <li>7. Performance Guarantee (if executed)</li> </ol>	<p>Confidentiality will survive the termination of this Agreement, or any Contract, and will continue for as long as the information remains confidential.</p>

**B. Commonwealth's Confidential Information**

**Contract Provisions/Schedules/Attachments**

Item	Period of Confidentiality
Nil	

*Handwritten initials/signature*

# VARIATION

under Schedule 3 to  
Strategic Alliance Agreement

between the

**COMMONWEALTH OF AUSTRALIA**  
represented by the  
**Department of Immigration and Multicultural and Indigenous Affairs (DIMIA)**

and

**CSC Australia Pty Limited ( CSC)**

**Change Order No:** four (4)

**Implementation date of change:** 20 December 2002

**Change proposal - reason for change:**

Extension of the Strategic Alliance Agreement (the Agreement)

**Agreed variation:**

1. The Parties agree to extend the Term of Agreement in Clause 2 of Part A of the Agreement from 20 December 2002 to 30 June 2003.
2. Clause 2.2 of Part A of the Agreement is amended as follows:

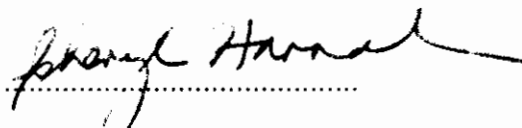
" The Agreement will be automatically renewed for additional six (6) month terms until 30 June 2007 unless the Commonwealth gives notice to terminate the Agreement pursuant to clause 12.1.1 of Part C of the Agreement."

**THE AGREEMENT IS CHANGED IN ACCORDANCE WITH THE TERMS OF THIS VARIATION**

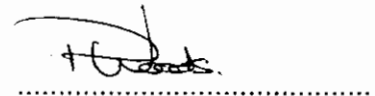
SIGNED on the 16<sup>th</sup> ..... day of December 2002

For DIMIA on behalf of the Commonwealth:

For CSC:



Cheryl Hannah  
Chief Information Officer



Paul Woods  
Account Executive

# VARIATION

under Schedule 3 to  
Strategic Alliance Agreement

between the

**COMMONWEALTH OF AUSTRALIA**  
represented by the  
**Department of Immigration and Multicultural and Indigenous Affairs**  
and  
**CSC Australia Pty Limited**

**Change Order No:** three (3)

**Date Proposed:** 13 March 2002

**Originator:** DIMIA

**Implementation date of change:** 1 March 2002

**Change proposal - reason for change:**

DIMIA Compliance with Commonwealth Protective Security Manual 2000

**Clauses affected by proposal:**

Clause 10.11 **Security Standards and Procedures** ( as set out in the Attachment to this variation) to be added after Clause 10.10 of Part C of the Agreement

**Official Orders also varied by this Variation**

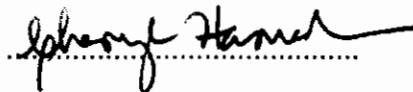
The Parties agree that all Official Orders, current at the Implementation date of change of this variation, are also varied by the inclusion of the attached clauses.

**THE AGREEMENT IS CHANGED IN ACCORDANCE WITH THE TERMS OF THIS CHANGE ORDER AND ATTACHMENTS**

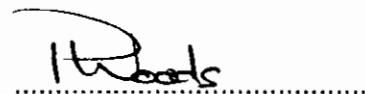
SIGNED ON THE 20/3/02 DAY OF March 2002

For DIMIA on behalf of the Commonwealth:

For CSC:



Cheryl Hannah  
A/g CIO



Paul Woods  
Account Executive



**10.11 Security Standards and Procedures**

**10.11.1 Performance of Security Obligations**

- (a) CSC agrees to perform its, and will ensure its employees, subcontractors and Specified Personnel perform their, security obligations under the Contract, to the highest professional standards described or indicated in the requirements of the *Protective Security Manual* (in this clause 10.11 referred to as the “PSM”), as amended from time to time.
- (b) The Commonwealth agrees to make CSC aware of any and all changes to the Protective Security Manual as they occur.

**10.11.2 Compliance with Security Standards and Procedures**

CSC, its officers, employees, agents, subcontractors and Specified Personnel, must comply with the security requirements for the protection of official information:

- (c) detailed in the PSM;
- (d) set out in the Contract, including the Schedule and any Attachments; and
- (e) as advised by the Commonwealth during the term of this Agreement.

**10.11.3 Personnel Security Standards**

Any Specified Personnel, and all subcontractors, whom CSC proposes to carry out work or perform duties under the Contract, and who will be required, while carrying out some or all of that work, or performing some or all of those duties, to:

- (a) enter secure areas in Commonwealth buildings or places;
- (b) work with Commonwealth personnel for extended periods;
- (c) have access to, or be responsible for the physical custody of, official, security classified, sensitive or commercial information, or documents or valuable assets belonging to the Commonwealth or a third party; or
- (d) hold a particular kind of security clearance the details of which have been notified to CSC by the Commonwealth;

must be authorised by the Commonwealth in accordance with this clause 10.11 to carry out that work or perform those duties.

**10.11.4 Information and Investigation**

- (a) CSC, or any Specified Personnel or subcontractors, will provide to the Commonwealth, in the form required by the Commonwealth, such information as the Commonwealth from time to time reasonably requests for the purpose of allowing the Commonwealth to undertake reasonable investigations for the purposes of this clause 10.11 including any consent from any Specified Personnel or subcontractor that is necessary to undertake such investigations.
- (b) The Commonwealth agrees to carry out its investigations under this clause 10.11 in accordance with the requirements of the PSM, in an expeditious manner and may, in carrying out its investigations, contact other organisations and government agencies, including law enforcement and national security agencies.

#### **10.11.5 Outcomes of Investigation**

The Commonwealth will not unreasonably withhold authorisation of a person and agrees to notify CSC in writing of:

- (a) the names of the Specified Personnel or subcontractors it authorises to carry out work or perform duties under the Contract, (in this clause 10.11 referred to as an "Authorised Person"), the type and level of clearance given in respect of each of those persons and the date from which, or the period during which, those clearances will be effective; and
- (b) the names of the Specified Personnel or subcontractor it refuses to authorise to carry out such work or perform such duties;

and CSC agrees to sign a copy of that notice, and return it to the Commonwealth as soon as possible as acknowledgment of the receipt of the document.

#### **10.11.6 Changes in Circumstances**

- (a) CSC agrees to advise the Commonwealth promptly in writing of any change in the circumstances of an Authorised Person that, in CSC's reasonable opinion, is likely to affect the Commonwealth's assessment of the person as an Authorised Person.
- (b) The Commonwealth may at any time, on reasonable grounds, but without coming under any liability whatsoever, withdraw, limit or suspend its authorisation in respect of a particular Authorised Person and will so notify CSC in writing.
- (c) Where the Commonwealth withdraws, limits or suspends the authorisation of a person under this clause 10.11.6, CSC agrees to, if required by the Commonwealth and without inconvenience or cost to the Commonwealth, use its best endeavours to propose another person for authorisation by the Commonwealth under this clause 10.11.6 within 5 business days.
- (d) Subject to clause 10.11.7, the Commonwealth has a unilateral right from time to time, in its absolute discretion, to vary in any way the security requirements under the Contract. CSC agrees to comply with any such variation.

#### **10.11.7 Requirement for Higher Security Level**

- (a) Where a variation, amendment or advisement under clause 10.11.1, 10.11.2, 10.11.6(d) or 10.11.15 or a withdrawal, limit or suspension under clause 10.11.6(b), requires CSC or any of its employees, subcontractors or Specified Personnel to obtain a higher level of security clearance, and such requirement affects CSC's ability to provide the services or causes CSC to incur additional costs, the Parties acknowledge that an appropriate variation of CSC's service obligations, and payment of CSC's additional costs, will be negotiated.
- (b) If required by the Commonwealth, CSC will provide substantiation of any additional costs incurred by CSC under clause 10.11.6(d).

#### **10.11.8 Security Classified Information**

- (a) CSC will not permit any of its employees, agents or subcontractors (or any other unauthorised person) to have any access to security classified information unless:
  - (i) that person(s) has been cleared, by a Commonwealth Government Agency or the Department's security unit, to the appropriate security level; and this has been verified by the

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Department's security unit; and

- (ii) the Commonwealth has given approval in writing for that person(s) to have access to security classified information.
- (b) CSC will inform the Commonwealth immediately upon becoming aware that any unauthorised person has had access to security classified information.
- (c) CSC warrants that none of its employees or subcontractors will make any copies of Material relating to:
  - (i) access to the Commonwealth's premises or particular work areas (including keys and passes); or
  - (ii) access to any of the Agreement Material or Commonwealth Materialother than within the provision of the agreed services under the Contract,
- (d) CSC will, at any time upon request from the Commonwealth, provide the Commonwealth with a written undertaking that no breach of this clause 10.11.8 has occurred.

#### **10.11.9 Security Reporting**

If requested by the Commonwealth, CSC will provide written progress reports to the Project Officer, at intervals and in a format specified by the Project Officer, which must include the following security information:

- (a) all Security Incidents, including violations and breaches, including steps taken by CSC to address these;
- (b) perceived security problems;
- (c) where appropriate, recommendations for security improvements;
- (d) proposed and actual personnel changes; and
- (e) any other security information reasonably required by the Commonwealth.

#### **10.11.10 Security Reviews and Audits**

- (a) CSC agrees to participate in security reviews or audits of the procedures implemented in performance of this Agreement, at least annually, if requested by the Commonwealth.
- (b) CSC agrees to provide full cooperation to the Commonwealth or its independent auditors, including the Australian National Audit Office for this purpose.

#### **10.11.11 Training**

- (a) CSC will, at no additional cost to the Commonwealth, ensure that before any of CSC's employees (including Specified Personnel) have access to, or are permitted to use in any way, security classified information, that those persons are fully aware of their obligations under the PSM and the Contract, relating to the access to and use of security classified information.
- (b) The Commonwealth will provide training to Specified Personnel, at no cost to CSC, on access to and use of security classified information, and other relevant security issues, if and when the Commonwealth provides such

training to its own employees.

**10.11.12 Third Party Control**

- (a) CSC warrants that, at the date the Contract is entered into, there is no Third Party Interest that has not been disclosed in writing to the Commonwealth.
- (b) CSC undertakes that it will not at any time create, or arrange with any third party to create, any Third Party Interest without first obtaining the Commonwealth's written approval.
- (c) In giving any approval under this clause 10.11.12 the Commonwealth may impose any conditions it sees fit.

**10.11.13 Termination for Failure to Meet Security Requirements**

- (a) CSC agrees to notify the Commonwealth immediately upon becoming aware of any Security Incidents. Where oral notification is provided, it must be followed by written notification within 5 days.
- (b) CSC agrees that if any of the events in clause 10.11.13(a) occur, that it will comply with all directions of the Commonwealth in order to rectify the security problem.
- (c) Where CSC is repeatedly unable to perform any obligations or breaches any security requirements for a period that is considered unacceptable to the Commonwealth, the Commonwealth will be entitled to give CSC notice to terminate the Contract, from the date specified in the notice.

**10.11.14 Contractor's Obligations on Termination or Expiration**

- (a) Upon the expiry or earlier termination of the Contract, CSC will:
  - (i) return to the Commonwealth any Contract Material or Commonwealth Material which the Commonwealth requests;
  - (ii) destroy any Contract Material and Commonwealth Material as directed by the Commonwealth;
  - (iii) where the Contract Material or Commonwealth Material referred to in subclause 10.11.14(a)(i) is security classified information, ensure that the Contract Material and Commonwealth Materials destroyed in accordance with the minimum requirements for destruction of such information, as set out in the PSM; and
  - (iv) return to the Commonwealth, all Material in CSC's possession relating to access to the Commonwealth's premises, including all security passes and keys.
- (b) In addition to the rights specified in subclause 10.11.14(a) the Commonwealth may, at any time during the term of this Agreement, direct CSC to dispose of any Contract Material or Commonwealth Material in accordance with any instructions from the Commonwealth.

**10.11.15 Information Technology Security Instructions**

CSC and Specified Personnel must comply with the published Departmental Information Technology Security Instructions.

**10.11.16 Survival of this Clause**

The rights and obligations arising in connection with this clause 10.11 will survive any termination or expiry of the Agreement.

# VARIATION

under Schedule 3 to  
Strategic Alliance Agreement

between the

**COMMONWEALTH OF AUSTRALIA**

represented by the

**Department of Immigration and Multicultural and Indigenous Affairs**

and

**CSC Australia Pty Limited**

**Change Order No:** two(2)

**Originator:** DIMIA

**Implementation date of change:** 1 March 2002

**Change proposal - reason for change:**

Implementation of a Performance and Learning Scheme (PALS) at DIMIA

**Clauses affected by proposal:**

Insert the following clause after clause 7.1.1 of the Agreement.

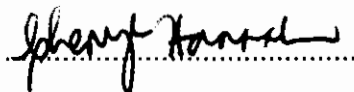
7.1.2 To further give effect to skill transfer and joint teaming principles CSC agree that, if requested by DIMIA, Specified Personnel will participate in the Departments Performance and Learning Scheme (PALS).

**THE AGREEMENT IS CHANGED IN ACCORDANCE WITH THE TERMS OF THIS CHANGE ORDER**

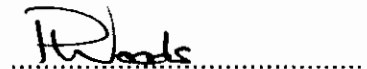
SIGNED ON THE .....<sup>20<sup>th</sup></sup>..... DAY OF March 2002

For DIMIA on behalf of the Commonwealth:

For CSC:



Cheryl Hannah  
A/g CIO



Paul Woods  
Account Executive

# VARIATION

under Schedule 3 to  
Strategic Alliance Agreement

between the

**COMMONWEALTH OF AUSTRALIA**

represented by the

**Department of Immigration and Multicultural and Indigenous Affairs**

and

**CSC Australia Pty Limited**

**Change Order No:** one (1)

**Date Proposed:** 12 June 2000

**Originator:** DIMIA

**Implementation date of change:** 1 July 2000

**Change proposal - reason for change:** Implementation of GST

**Clauses affected by proposal:**

Clause 6.2.3 is amended to replace clause 6.2.3(e) with the attached clause 6.2.3(e)

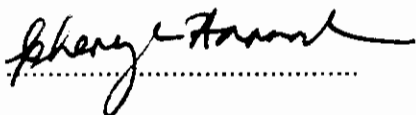
Clause 6.4 is replaced with the attached Clause 6.4

**THE AGREEMENT IS CHANGED IN ACCORDANCE WITH THE TERMS OF THIS CHANGE ORDER AND ATTACHMENTS**

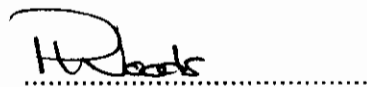
SIGNED ON THE .....<sup>20<sup>th</sup></sup>..... DAY OF March 2002

For DIMIA on behalf of the Commonwealth:

For CSC:



Cheryl Hannah  
A/g CIO



Paul Woods  
Account Executive

## Attachment to Variation 1

- 6.2.3 (e) sets out the amount to be paid by DIMIA as GST for Services or CSC Supplied Supplies which are taxable supplies within the meaning as defined in the GST Act and issues DIMIA with either:
- a. a tax invoice in accordance with the GST Act; or
  - b. a document satisfying the minimum information requirements stated in GST Bulletin 1999/1 to entitle a recipient of a taxable supply to claim an input tax credit without holding a tax invoice.

### 6.4 Government Taxes, Duties and Charges

- 6.4.1 Subject to this clause, all taxes, duties and charges ('Taxes') imposed or levied in Australia or overseas in connection with the performance of the Contract shall be borne by CSC or its subcontractor, as the case requires.
- 6.4.2 Without limiting clause 6.4.1, CSC will pay Goods and Services Tax (**GST**) on the Services made under this Contract to the extent that they are taxable supplies within the meaning of the A New Tax System (Goods and Services Tax Act) 1999 (**The GST Act**).
- 6.4.3 In relation to any GST payable under clause 6.4.2, CSC will issue DIMIA with either:
- a. a tax invoice in accordance with the GST Act; or
  - b. a document satisfying the minimum requirements set out in GST Bulletin 1999/1 to entitle DIMIA to claim an input tax credit without a tax invoice.
- 6.4.4 The rest of this clause 6.4 applies where any of the following events (**Variations**) affects or appears likely to affect the amount of Taxes required to be paid under clause 6.4.1 or 6.4.2
- a. any Taxes other than GST are introduced or abolished;
  - b. any Taxes are increased or decreased.
- 6.4.5 Either Party may give notice to the other that it requires a review of the Contract Price, or the Contract Price referable to particular Services or CSC Supplied Supplies to take account of Variations (**the Review**).
- 6.4.6 CSC shall cooperate with and provide information as required by DIMA for the purposes of the Review. Subject to clause 6.4.7, the Contract Prices shall be adjusted in accordance with the Review.
- 6.4.7 Where the Variations would have the effect of increasing the Contract Price, that increase will not take effect unless and until CSC substantiates to DIMA's reasonable satisfaction:
- a. the nature and amount of all relevant Variations;
  - b. that the claimed increase in Contract Prices is properly attributable to the Variations; and
  - c. that CSC has taken all reasonable measures to substitute inputs and otherwise minimise the effect of the Variations.
- 6.4.8 If the parties are unable to agree on the nature or amount of any adjustment to Contract Prices, the matter shall be dealt with as a dispute in accordance with clause 14 Dispute Resolution.

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## QUESTION TAKEN ON NOTICE

**ADDITIONAL ESTIMATES HEARING: 15 February 2004**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

**(2) Output: Internal Product**

Senator Ludwig asked:

1. What were the staffing levels at the Sydney Contact Centre for the year 2002/03?
2. What is the current staffing level at the centre?
3. What was the staff turnover rate at the Sydney Contact Centre?
4. Is the department aware of any requests for the production of a confidential, anonymous survey for employees at the centre to help understand workers concerns?

*Answer:*

1. The following table identifies staffing levels in the Sydney Contact Centre for 2002-03. Please note that the figures identify full-time employees.

July 2002	Aug 2002	Sept 2002	Oct 2002	Nov 2002	Dec 2002	Jan 2003	Feb 2003	March 2003	April 2003	May 2003	June 2003
40*			44	48	57	66	72	79	73	71	84

\* DIMIA's human resources reporting systems are not able to identify pre October 2002 data by month. July – September 2002 figures reflect the quarterly average of full time staff employed in the Contact Centre during this period.

2. The staffing level at the Contact Centre as at 28 February 2005 was 94 full-time employees.
3. The number of ongoing employees who resigned while working at the Sydney Contact Centre was 4 in 2002-03, 5 in 2003-04, and 2 in 2004-05 to end February 2005. Turnover rates are not available as the Department does not record aggregated statistics on the movement of staff through individual sections. This said, the Client Contact Centres in Sydney and Melbourne are the recruitment points for those offices and, as a result, have a relatively high staff turnover as staff move on to other positions in the office. This is an expected outcome of the establishment of the Contact Centres in the largest state offices. The level of mobility is taken into account through the high level of training and support provided to staff in the Contact Centres.
4. An anonymous email was sent to [minister@immi.gov.au](mailto:minister@immi.gov.au) on 21 January 2005, suggesting that the Department conduct a survey of staff in the Contact Centre. Regular team meetings are conducted by managers in the Contact Centre providing staff with frequent opportunities to raise issues of concern with management. The issues cited in the email have not been raised by staff through formal channels.



## QUESTION TAKEN ON NOTICE

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

**(3) Output: Internal Product**

Senator Ludwig asked:

Closure of suburban DIMIA sections:

- a) Does the Department have any plans to downgrade any services at the two remaining suburban offices of Parramatta and Dandenong?
- b) Are there any planned changes to the role of front desk staff at either of these two facilities?
- c) Does the Department have a long-term commitment to continue all current services provided at these centres?
- d) Has the Department renegotiated the lease that expired at the Dandenong office on 31 December 2004 and if so when does the new lease expire?
- e) Does the Department intend to renew the lease of the Parramatta office which is due to expire on 28 February 2007?

*Answer:*

- a) The Department is currently undertaking a review of its business processes around the world. This involves making a provision for electronic lodgement of applications where possible, electronic processing where appropriate, and the consolidation of remaining processing functions in onshore processing centres. This is having an impact on DIMIA offices in Australia.

The Department has recently undertaken a review of its business operations in Parramatta. While it is proposed to undertake consolidation of some "backroom" processing functions, the Department has no plans to downgrade its client service function in Parramatta.

The Department is currently conducting a review of its business operations in Dandenong. The Department has no current plans to downgrade its client service function in Dandenong.

- b) There are no planned changes to the role of client service (front desk) staff at either the Parramatta and Dandenong offices of the Department.
- c) There are no current plans to downgrade the client service functions in Parramatta and Dandenong.
- d) The initial lease term for the Dandenong office expired on 31 December 2003. At that time DIMIA exercised a two year extension option in the lease. That extension is due to expire on 31 December 2005.

- e) No. The Department proposes to seek different accommodation in Parramatta when the current lease expires.

## QUESTION TAKEN ON NOTICE

**ADDITIONAL ESTIMATES HEARING: 15 February 2004**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

### **(4) Output: Internal Product**

Senator Ludwig asked:

1. What commitment has the Department given to the support of staff named in legal action by dissatisfied clients?
2. How many DIMIA staff have been named personally in legal action by dissatisfied clients?
3. Has any DIMIA staff been informed of the fact that they have been named in any pending legal action? (if number varies)
4. What guarantees of indemnity exists for financial damages or penalties awarded against staff even when the staff member has shown due diligence in an affected case?
5. Why has the other staff not been informed that they have been named in any action in relation to their duties as a DIMIA officer? (if variance in question three)

*Answer:*

1. The Attorney-General issued Legal Services Directions with effect from 1 September 1999 that sets the Government's policy for providing assistance in relation to legal proceedings (including potential legal proceedings) as well as inquests, inquiries and subpoenas to a Commonwealth employee (including former employees). In the context of this policy, Agency Heads may determine the extent of indemnification for legal representation and any costs or damages that may become payable.

In DIMIA it is standard practice that all cases where an employee is named in legal proceedings be referred immediately to the Assistant Secretary, Legal Services and Litigation Branch who ensures that a request for financial assistance is made to the Secretary, on behalf of the employee, in accordance with the Legal Services Directions.

Where the Secretary agrees to the provision of financial assistance to an employee:

- the employee is regularly updated on the progress of the case;
- assistance and guidance is provided to the employee for preparation of any material or statements relevant to the case, as appropriate; and
- the employee is advised and reassured that all financial and legal costs associated with the litigation will be met by the Department.

Managers and supervisors of employees named in legal proceedings are

required to be sympathetic to these staff and provide the appropriate facilities, support and guidance including allowing reasonable time off for the employee to prepare material/statements, give evidence and attend to matters related to the legal proceedings as well as attend to their personal and emotional needs as appropriate.

If an employee is feeling anxious about being named in legal proceedings they are encouraged to arrange and attend counselling with the Department's Employee Assistance Program provider.

2. The Department does not collect statistical data on the number of staff named personally in legal proceedings by dissatisfied clients.
3. It is standard DIMIA practice to inform a staff member when they have been named as a party to any legal proceedings.
4. While no formal guarantee of indemnity to cover financial damages or penalties can be given, the Department would provide financial assistance, in accordance with the Legal Services Directions, to an employee named in legal proceedings in all cases where the employee acted reasonably and responsibly in the performance of their duties.

The Government's policy does not preclude the provision of assistance to an employee named in legal proceedings who has acted, or is alleged to have acted, negligently (ie. they failed to exercise the legal standard of 'reasonable care' owed in the circumstances). Rather, a decision not to provide assistance to an employee would only be appropriate in those cases where an employee's conduct in a matter involved serious or wilful misconduct or culpable negligence.

5. All DIMIA staff are informed if they are named in legal proceedings.

## QUESTION TAKEN ON NOTICE

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

### **(5) Output: Internal Product**

Senator Carr asked:

Please provide a table listing details of all consultancies for the 2003/04 financial year, for the Department and all associated agencies. Please include the following:

- The costs for all completed consultancies, both budgeted and actual;
- The costs for on-going consultancies, both budgeted and for the current financial year;
- The total costs for all consultancies, both the amount expended in the current financial year, and the total budgeted value of all consultancies running in the current financial year;
- The nature and purpose of the consultancy;
- The method by which the contract was let;
- The name and details of the company and/or individual who is carrying out, or carried out, the contract.

*Answer:*

The table at Attachment A provides the details requested of all consultancies for the 2003-04 financial year for the Department and associated agencies. Information in relation to total costs is provided below.

The amount expended in the 2003-04 financial year for each agency is as follows:

Department of Immigration and Multicultural and Indigenous Affairs	\$39,505,844
Indigenous Land Council	\$1,091,980
Migration Agents Registration Authority	\$1,095,125
Refugee Review Tribunal	\$144,511
Migration Review Tribunal	\$111,423
Torres Strait Regional Authority	\$1,033,571
Aboriginal and Torres Strait Islander Services	\$12,703,679

The total amount budgeted for consultancies in 2003-04 for each agency is as follows:

Department of Immigration and Multicultural and Indigenous Affairs	\$43,160,322
Indigenous Land Council	\$1,800,958
Migration Agents Registration Authority	\$1,344,900
Refugee Review Tribunal	\$144,511
Migration Review Tribunal	\$111,423
Torres Strait Regional Authority	\$1,039,084
Aboriginal and Torres Strait Islander Services	\$12,972,398

NOTE: The information above differs from the information in the 2003-04 DIMIA Annual Report. The Annual Report provides the value of the contract for the life of the contract and does not include consultancies with a value of less than \$10,000.

## QUESTION TAKEN ON NOTICE

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

### **(6) Output 1.1: Non-Humanitarian Entry and Stay**

Senator Kirk (L&C 111) asked:

In relation to subclass 457 visas, provide a list of the top 50 occupations.

*Answer:*

The top 50 occupations nominated by employers and the number of nominations for the 2004-05 financial year to 31 December 2004 are shown in the table below.

	<b>Occupation</b>	<b>ASCO Code</b>	<b>Number of Nominations</b>
1	REGISTERED NURSE	232311	1,305
2	COMPUTING PROFESSIONALS	223179	822
3	BUSINESS AND INFORMATION PROFESSIONALS	229979	598
4	CHEF	332211	430
5	SPECIALIST MANAGERS	129979	411
6	SOFTWARE DESIGNER	223115	405
7	SALES AND MARKETING MANAGER	123111	399
8	MANAGEMENT CONSULTANT	229411	391
9	APPLICATIONS AND ANALYST PROGRAMMER	223117	380
10	GENERAL MANAGER	111211	366
11	MARKETING SPECIALIST	222113	338
12	PERSONNEL CONSULTANT	229113	322
13	ACCOUNTANT	221111	321
14	COOK	451311	250
15	PROJECT OR PROGRAM ADMINISTRATOR	329211	220
16	WELDER (FIRST CLASS)	412215	169
17	MECHANICAL ENGINEER	212611	165
18	UNIVERSITY LECTURER	242111	149
19	FINANCE MANAGER	121111	146
20	ENGINEERING MANAGER	122111	135
21	CIVIL ENGINEER	212411	118
22	CUSTOMER SERVICE MANAGER	339211	108
23	METAL FABRICATOR	412211	101
24	FITTER	411211	100
25	MOTOR MECHANIC	421111	98
26	SYSTEMS MANAGER	223111	96
27	BUILDING AND ENGINEERING PROFESSIONALS	212979	96
28	RESTAURANT AND CATERING MANAGER	332111	95
29	ELECTRONICS ENGINEER	212513	90
30	SYSTEMS DESIGNER	223113	85
31	INFORMATION TECHNOLOGY MANAGER	122411	82
32	MEDICAL SCIENTIST	211511	81
33	GRAPHIC DESIGNER	253313	80

34	AGRICULTURAL AND HORTICULTURAL MOBILE PLANTOPERATOR	711911	78
35	SECONDARY SCHOOL TEACHER	241311	74
36	FINANCIAL DEALERS AND BROKERS	321279	69
37	SALES REPRESENTATIVE (INFORMATION AND COMMUNICATION PRODUCTS)	222213	68
38	PETROLEUM ENGINEER	212713	65
39	CHEMIST	211111	59
40	PRODUCTION MANAGER (MANUFACTURING)	122211	59
41	HAIRDRESSER	493111	58
42	METAL MACHINIST (FIRST CLASS)	411213	58
43	GEOLOGIST	211211	58
44	ADVERTISING SPECIALIST	222117	57
45	GENERAL MECHANICAL ENGINEERING TRADESPERSON	411111	55
46	MECHANICAL ENGINEERING ASSOCIATE	312511	55
47	INTERNAL AUDITOR	221213	55
48	CARPENTER	441113	54
49	EARTH SCIENCE TECHNICAL OFFICER	311213	54
50	PRODUCTION OR PLANT ENGINEER	212613	53

**QUESTION TAKEN ON NOTICE**

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

**(7) Output 1.1: Non-Humanitarian Entry and Stay**

Senator Kirk (L&C 111) asked:

In relation to subclass 457 visas, provide a breakdown of the number of visas that were issued to employees of technology companies or companies that would employ IT specialists and labour hire firms.

*Answer:*

In 2003-04, companies that employ ICT workers nominated 4,853 persons for ICT positions. In 2004-05 to 31 December 2004, companies have nominated 2,279 people to work in ICT positions.



## **QUESTION TAKEN ON NOTICE**

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

### **(8) Output 1.1: Non-Humanitarian Entry and Stay**

Senator Kirk (L&C 111-112) asked:

How many subclass 457 visas were cancelled in 2004-05 due to the breach of visa conditions? Provide a breakdown by the section of the Act under which the cancellation occurred.

*Answer:*

A total of 4,430 subclass 457 visas were cancelled in the period 1 July 2004 to 31 January 2005.

The majority of the above cancellations occurred when the employer advised the Department that the visa holder had ceased work with them and had either left Australia or was going to leave.

These cancellations were made under three sections of the Migration Act as follows:

Section 116 - General Power to Cancel: 175  
Section 128 - Holder Outside Australia: 2,689  
Section 140 - Consequential Cancellation: 1,566

Of the 175 cancellations made under section 116 of the Migration Act, 123 were for breach of visa conditions. The majority of the cancellations for breach of visa conditions occurred when the employee left the employment of the sponsor.

**QUESTION TAKEN ON NOTICE**

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

**(9) Output 1.1: Non-Humanitarian Entry and Stay**

Senator Kirk (L&C 113) asked:

In relation to subclass 457 visas, provide figures as to the site visits that have been embarked upon and the extent to which it has been found conditions being complied with or otherwise.

*Answer:*

Nine hundred and nineteen (919) site visits were made in the period 1 July 2004 to 31 January 2005.

Seventeen sponsors were found to be in breach of undertakings to the Department in relation to the sponsorship of Subclass 457 visa holders.

**QUESTION TAKEN ON NOTICE**

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

**(10) Output 1.1: Non-Humanitarian Entry and Stay**

Senator Kirk (L&C 113) asked:

What was the skills classification that Teys Bros gave in respect of the Brazilian workers?

*Answer:*

As at 1 March 2005, 69 Brazilian workers sponsored by Teys Brothers were classified as Slaughterman (ASCO 4511-15) and 1 as Butcher (ASCO 4511-11).

**QUESTION TAKEN ON NOTICE**

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

**(11) Output 1.1: Non-Humanitarian Entry and Stay**

Senator Kirk (L&C 114) asked:

In relation to subclass 457 visas, when did the labour market testing cease?

*Answer:*

Labour market testing in relation to subclass 457 visas was replaced by a system of assessment against skill and salary thresholds on 1 July 2001.

**QUESTION TAKEN ON NOTICE**

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

**(12) Output 1.1: Non-Humanitarian Entry and Stay**

Senator Bartlett (L&C 116) asked:

Provide updated figures on the uptake for the aged parent category – the contributory ones, the number of people in the pipeline and that sort of thing. I think we raise that at most estimates.

*Answer:*

The 2004-05 planning levels for the parent program include 1,000 places for the parent categories and 3,500 places for the contributory parent categories.

The attached tables detail parent visa grants as at 31 January 2005, as well as current pipelines and queues.

## KEY STATISTICS – ONSHORE PARENTS

Category	Grants 2004-05*	Total Pipeline	Number queued
Contributory parents	208	301	N/A
Non contributory parents	271	5,534	4,587

## KEY STATISTICS – OFFSHORE PARENTS

Category	Grants 2004-05*	Total Pipeline	Number queued
Contributory parents	2131	2,963	N/A
Non contributory parents	558	14,568	10,428

## KEY STATISTICS – AGGREGATED (ONSHORE AND OFFSHORE)

Category	Grants 2004-05*	Total Pipeline	Number queued
Contributory parents	2,339	3,264	N/A
Non contributory parents	829	20,102	15,015

\* grants for period 1 July 2004 to 31 January 2005

## **QUESTION TAKEN ON NOTICE**

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

### **(13) Output 1.1: Non-Humanitarian Entry and Stay**

Senator Bartlett (L&C 116) asked:

In relation to the regulation that was introduced last year to allow TPV holders to apply for other visas, what is the take-up rate since it was introduced?

*Answer:*

Only small numbers of applications have been received so far as most TPV holders are awaiting the outcome of their permanent protection visa applications.

As at 25 February 2005, 20 applications for mainstream visas have been lodged (covering 35 people). Eight applications (18 people) have been finalised with 15 permanent visas granted, 1 temporary visa granted and 1 application (covering 2 people) withdrawn as the applicants were granted Permanent Protection visas.

## QUESTION TAKEN ON NOTICE

**ADDITIONAL ESTIMATES HEARING: 15 February 2004**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

### **(14) Output 1:1: Non-Humanitarian Entry and Stay**

Senator Nettle (L&C 119) asked:

How many people from the tsunami-affected countries have applied for visas offshore or for extensions of stay in Australia?

*Answer:*

The numbers of offshore applications in the period 27 December 2004 to 28 February 2005 for the major tsunami affected countries are:

Colombo	2,365
Jakarta	8,500
New Delhi	11,059
Bangkok	8,021

Total	29,945
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The numbers of applications for further visas lodged in Australia in the period 27 December 2004 to 28 February 2005, by nationality, for the major tsunami affected countries are:

Sri Lankans	614
Indonesians	1,177
Indians	3,175
Thais	1,253

Total	6,219
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The numbers of people who have claimed to be personally affected by the tsunami and who are usually resident in tsunami affected areas are as follows.

Offshore applications to 11 February 2005:

Colombo	207
Jakarta	2
New Delhi	1
Bangkok	16

Total	226
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Applications for further visas lodged in Australia to 31 January 2005:

Total	86
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**QUESTION TAKEN ON NOTICE**

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

**(15) Output 1.2: Refugee and Humanitarian Entry and Stay**

Senator Bartlett (L&C 119) asked:

On what date did the Minister for Citizenship and Multicultural Affairs take on the responsibility of considering Ministerial intervention cases under section 417.

*Answer:*

On 2 November 2004.

**QUESTION TAKEN ON NOTICE**

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

**(16) Output 1.2: Refugee and Humanitarian Entry and Stay**

Senator Bartlett (L&C 120) asked:

Provide statistics on the number of requests for 417s that have gone to the Minister for Citizenship and Multicultural Affairs since he took on this role and the number that he has accepted and chose to exercise discretion on as opposed to those where he has not.

*Answer:*

Departmental systems do not allow for reporting on requests under section 417 that have gone to individual Ministers within the portfolio in the period requested.

However, from 2 November 2004 to 31 January 2005, the Minister for Citizenship and Multicultural Affairs has exercised his discretion under section 417 and intervened in 27 cases.

## QUESTION TAKEN ON NOTICE

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

### **(17) Output 1.2: Refugee and Humanitarian Entry and Stay**

Senator Bartlett (L&C 121) asked:

Provide the latest statistics on the number of people on TPVs and FPVs, and the country breakdown.

*Answer:*

The tables below have been compiled from DIMIA records as at 25 February 2005.

The number of initial Temporary Protection Visa (TPV) and offshore Temporary Humanitarian Visa (THV) holders is provided in Table 1. The number of persons holding protection visas as a result of an application for further protection and their nationalities is provided in Table 2.

**Table 1 – Current TPV and THV holders**

Nationality	Number
IRAQ	3980
AFGHANISTAN	1853
IRAN	302
PALESTINIAN AUTHORITY	89
SRI LANKA	52
TURKEY	19
STATELESS	37
PAKISTAN	19
CHINA, PEOPLES REPUBLIC OF	17
BURMA	15
SOMALIA	14
VIETNAM	12
SYRIA	12
OTHER NATIONALITIES* (51)	129
<b>TOTAL</b>	<b>6550</b>

**Table 2 – Former TPV or THV holders granted further protection**

Nationality*	Number**
AFGHANISTAN	1956
IRAQ	541
IRAN	237
SRI LANKA	77
STATELESS	24
TURKEY	18
PALESTINIAN AUTHORITY	17
PAKISTAN	13
SYRIA	12
OTHER NATIONALITIES* (12)	20
<b>TOTAL</b>	<b>2915</b>

\* Nationalities of visa subclass holders are aggregated where the estimated number of any nationality is fewer than ten and the number of countries so treated is shown in brackets.

\*\* A high proportion of former TPV or THV holders who obtained further protection have received permanent protection (subclass 866) visas.

## **QUESTION TAKEN ON NOTICE**

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

### **(18) Output 1.2: Refugee and Humanitarian Entry and Stay**

Senator Bartlett asked:

Between 1999 and present, in how many cases have refugee claims been made by children - in their own right; and as part of a family group where the child's protection needs are articulated separately; as part of a family group where separate claims are not made for the children.

*Answer:*

As at 31 January 2005, some 6,580 initial protection visa applications have been lodged in the period 1 July 1999 to 31 January 2005 by applicants under the age of eighteen years at the time of application.

Of these, some 970 applications were for a child who was the only applicant in the case, some 80 applications were for a child who made claims under the Refugees Convention where there were other applicants in the case and the balance of applications were for a child who did not make claims under the Refugees convention.

## QUESTION TAKEN ON NOTICE

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

### **(19) Output 1.2: Refugee and Humanitarian Entry and Stay**

Senator Bartlett asked:

What is the average length of time taken to make a primary decision in refugee claims made by children? What is the breakdown of the longest period and also the shortest?

*Answer:*

The average time taken from date of lodgement of protection visa application to primary finalisation for all protection visa applications lodged by clients under the age of eighteen years in the period 1 July 1999 to 31 January 2005, was 94 days. This figure includes periods where a decision could not be made because of factors outside Departmental control.

A breakdown of the primary processing time is below.

<b>Primary Processing Time (days)</b>	<b>% in Group</b>
Over 365 days	3
181 to 365 days	11
91 to 180 days	22
31 to 90 days	33
Under 31 days	31
<b>TOTAL</b>	<b>100</b>

**QUESTION TAKEN ON NOTICE**

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

**(20) Output 1.2: Refugee and Humanitarian Entry and Stay**

Senator Bartlett asked:

What is the percentage breakdown of children granted asylum at each stage of the process (DIMIA/RRT)?

*Answer:*

3,048 protection visa applications lodged by persons under the age of eighteen years in the period 1 July 1999 to 31 January 2005 were granted at the primary processing stage or following remit by the Refugee Review Tribunal (RRT). Of these, 82% were granted by the Department at primary stage and 18% were granted following remittal by the RRT.

**QUESTION TAKEN ON NOTICE**

**ADDITIONAL ESTIMATES HEARING: 15 February 2005**

IMMIGRATION AND MULTICULTURAL AND INDIGENOUS AFFAIRS PORTFOLIO

**(21) Output 1.2: Refugee and Humanitarian Entry and Stay**

Senator Bartlett asked:

What is the percentage breakdown of unaccompanied children granted asylum at each stage of the process (DIMIA/RRT)?

*Answer:*

DIMIA systems do not hold data in such a way as to enable these statistics to be reported.