

QUESTIONS ON NOTICE/IN WRITING

Question No 1

Program: DFAT

Topic: Ebola

Question on Notice

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Senator Wong

Question

Senator WONG: *I have quite a lot of questions about patient numbers, dates of arrival and those sorts of things. Would it help if we came back to this. Would someone be able to put it together? What I would like to see is, over the period of the contract, how many admissions to the centre there were, when people left and a sense of the patient population.*

Mr Exell: *I can give you much of that information. The total numbers—*

Senator WONG: *But I want it longitudinally.*

Mr Exell: *I won't be able to give you it week by week. Maybe I could put that together, if you like—a week by week detail of the up and downs. There is quite a flow of people in and out as far as confirmed and suspected cases go. So it changes quite regularly. I could put that together for you.*

Senator WONG: *I would appreciate that. Why don't you give me what you can now and then if you can add to it, I would appreciate it.*

Answer

As at 12 March 2015 (Sierra Leone time), there had been 174 patients admitted since the Hastings Airfield Ebola Treatment Centre (ETC) opened. One hundred and eighteen (118) had been discharged (36 Ebola and 82 non-Ebola cases) and 51 had passed away (46 Ebola and five non-Ebola related deaths). Five patients were receiving treatment in the ETC on that date.

Chart 1 depicts the admissions, deaths and discharges at Hastings Airfield ETC for the period 18 December 2014 to 12 March 2015. Until mid-January 2015 all admissions were through a referral process which had already confirmed the patient's Ebola Virus Disease (EVD) diagnosis. After this point, the ETC also began to admit suspected EVD cases.

Senate Foreign Affairs, Defence and Trade Legislation Committee

Additional Estimates 2015, 26 February 2015

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Chart 2 shows the cumulative admissions and discharges to Hastings Airfield ETC for the period 18 December 2014 to 12 March 2015. The cumulative discharges are split into patients who were discharged after being treated for Ebola Virus Disease (EVD) and patients who were discharged after testing negative for EVD.

Chart 1

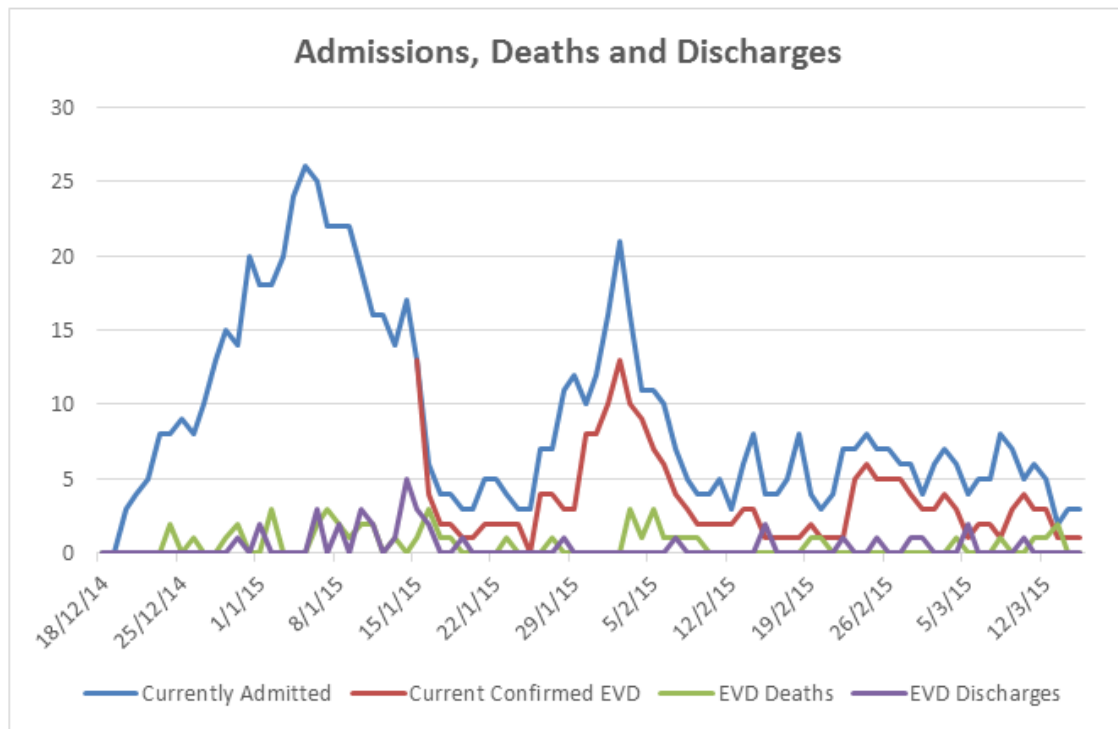
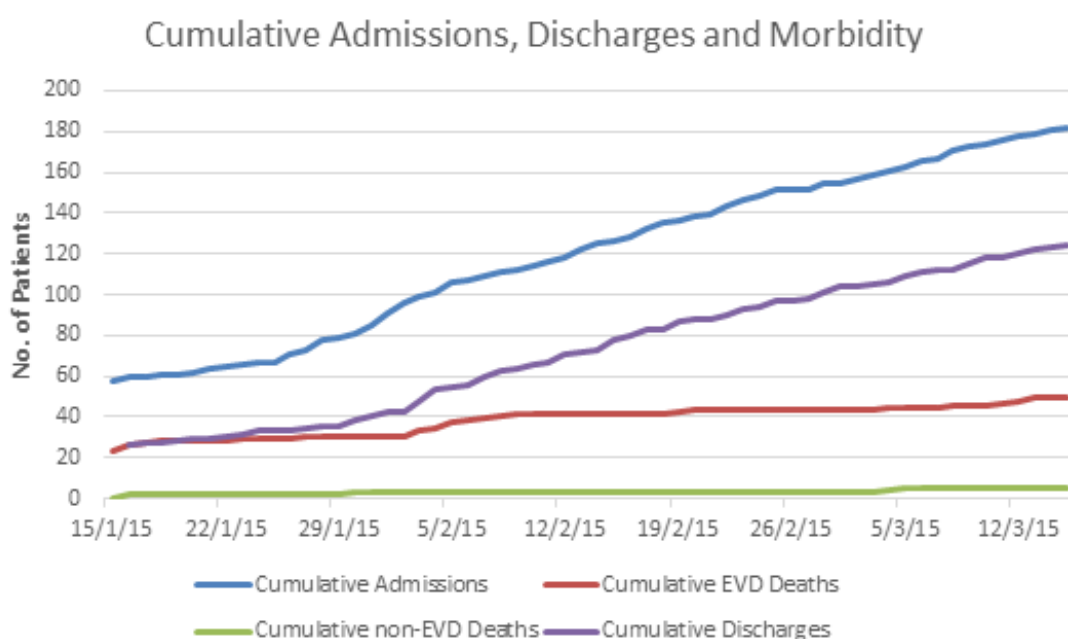


Chart 2



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Senator Wong

Question

Senator WONG: *Under both contracts, can you tell me what has been billed and what has been paid?*

Mr Dawson: *I can tell you that under the first contract the amount paid was approximately \$700,000. I can get more detail if you require.*

Senator WONG: *Sorry, this is a little frustrating. This has obviously been a point of controversy and it is been in the media. And you have not got details of how much you have paid under this contract. Surely someone has that?*

Mr Dawson: *We can get the details.*

Mr McDonald: *We will get that for you quickly.*

CHAIR: *It is of the \$2.2 million, for the first contract, is it? \$700,000 of the \$2.2 million has been—*

Mr Dawson: *That is correct.*

Senator WONG: *Can we just stop there? Is it expensed and billed?*

Mr Dawson: *That is correct.*

Senator WONG: *Is there any billed and not paid as yet under the first contract?*

Mr Dawson: *Not that I am aware of.*

Senator WONG: *What about the second contract?*

Mr Dawson: *Again, we will get the details of the expense for you since you ask. But to give you an order of magnitude, I think the first monthly billing was approximately \$2.6 million. We expect that there will be a similar level of billing for the second bill. We obviously are a month further on from that, so during that period of time a further months worth of costs would have been expensed.*

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Senator WONG: *Do you get itemised billing? Do they tell you what they have done or do they just send you in a bill for \$2.6 million?*

Mr Dawson: *It is against a detailed set of costings in the contract.*

Senator WONG: *Excellent! I would like that documentation provided, please.*

Mr Exell: *Which document?*

Senator WONG: *The documentation associated with the billing.*

Mr Exell: *The payments?*

Senator WONG: *Correct. What I am interested in is what they have to show you when they send you a bill for \$2.6 million, in terms of what they have done.*

Mr Dawson: *A breakdown?*

Senator WONG: *A breakdown. How do you want me to describe it?*

Mr Dawson: *We can give you the breakdown, yes.*

Senator WONG: *I want what they have to give you.*

Mr Dawson: *Yes. We can give you what is specified in the contract.*

Mr Varghese: *The structure of the contract and what the different items are?*

Senator WONG: *Correct. Thank you.*

Mr McDonald: *We will do that.*

Answer

Under the Sierra Leone Ebola Response Mobilisation contract, invoices received and paid as at 19 March 2015 total \$709,857.36. No further payments will be made under the Phase 1 contract.

Under the Phase 2 Sierra Leone Ebola Response service delivery contract, invoices received and paid as at 19 March 2015 total \$5,853,971.84. As at 19 March 2015, there are no invoices received but not yet paid.

Line items against which Aspen Medical invoices DFAT are as follows:

- Personnel Fees
- Personnel Support Costs
- Operational Costs
- Medical Supplies Costs
- Management Fees
- Survey and Quote services

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Question No 3

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Senator Wong

Question

Senator WONG: *Can you also tell me, in the contract—and I assume we will be able to ascertain this when we get the documentation—is there a number of beds that is identified or a number of patients?*

Mr Exell: *The contract sets out a potential for what we call a scale-up rate. It is mapped over per month where we wanted to at least set out a structure of payment against an increase in the number of beds.*

Senator WONG: *Tell me what those were, month by month.*

Mr Exell: *From memory, and I will get you the specifics—*

Senator WONG: *All of this is with the caveat that you are being very helpful in giving me an order of magnitude and you will confirm subsequently.*

Mr Exell: *On a monthly basis it was structured from an increase from 20 beds to 40 beds, 60 beds and then it went to 100 beds. For contracting purposes, equally from May to June 30 which was the rough date that we expected to finish our role with the ETC, it actually had a downward trajectory. I think it was 80 then 60 for the last two months. But I will confirm that.*

Answer

Under the contract between the Commonwealth of Australia represented by the Department of Foreign Affairs and Trade and Aspen Medical Pty Limited, the ETC was to have an initial capacity to treat five patients and to scale up to full capacity of 100 beds. A detailed scale up plan was not part of the contract but is a separate contract deliverable.

Senate Foreign Affairs, Defence and Trade Legislation Committee

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Question No 4

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Senator Wong

Question

Senator WONG: *If you could get those. Can I also have a copy of the full contract?*

Mr McDonald: *The only thing I would mention is that—*

Senator WONG: *You may need to redact some bits of the commercial in confidence. Just remember what the chair read out at the beginning of estimates. And let's not have an argument about that, okay?*

Mr McDonald: *We will give you as much as we possibly can.*

Senator WONG: *Chair, you have been very generous. I appreciate that.*

Answer

Copies of the Sierra Leone Ebola Response Mobilisation and Sierra Leone Ebola Response Phase II service delivery contracts, redacted to delete commercial-in-confidence information, are attached.



Commonwealth of Australia

CONTRACT made on the 17th day of November 2014

BETWEEN:

COMMONWEALTH OF AUSTRALIA represented by the Department of Foreign Affairs and Trade ("DFAT") ABN 47 065 634 525.

AND

ASPEN MEDICAL PTY LIMITED, ABN 32 105 250 413 of Unit 17C, 2 King Street, Deakin ACT 2600 (the "Contractor").

RECITALS:

- A. DFAT requires the provision of certain Services for the purposes of mobilising the Sierra Leone Ebola Response Project (the "Project").
- B. The Contractor has expertise in the provision of the Services and has offered to provide the Services to DFAT subject to the terms and conditions of this Contract.

OPERATIVE:

DFAT and the Contractor promise to carry out and complete their respective obligations in accordance with the attached **Parts 1 -2** and any Attachments.

SIGNED for and on behalf of the

COMMONWEALTH OF AUSTRALIA

represented by the

Department of Foreign Affairs and Trade by:

in the presence of:



Signature of PGPA Delegate



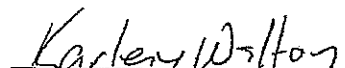
Signature of witness

17/11/14

Blair Exell

Name of Delegate

(Print)



Name of witness

(Print)

SIGNED for and on behalf of ASPEN MEDICAL PTY LIMITED ABN 32 105 250 413 in accordance with section 127 of the Corporations Act 2001 (Cth) by:



Signature of Director



Signature of Director/company Secretary

Glenn Keys

Name of Director

(Print)

BRUCE ARMSTRONG

Name of Director/company Secretary

(Print)

Part 1 - Statement of Requirements and Payment Provisions

1. GENERAL

- 1.1 The Contractor agrees to provide the Services to DFAT and DFAT agrees to purchase the Services in accordance with the Terms and Conditions of this Contract.
- 1.2 The Contractor must comply with the Terms and Conditions set out in this **Part 1** (Statement of Requirements and Payment Provisions) and in **Part 2** (Standard Contract Conditions).

2. BACKGROUND

- 2.1 As at the date of this Contract, West Africa is experiencing an Ebola Virus Disease (EVD) outbreak of unprecedented severity which for the first time includes Ebola transmission in densely populated urban areas.
- 2.2 The World Health Organization projects that a response period of six to nine months will be necessary to bring the outbreak under control.
- 2.3 DFAT proposes to cooperate with the United Kingdom to establish an Ebola Treatment Centre (ETC) in Sierra Leone.
- 2.4 The Services to be provided by the Contractor under this Contract relate to the mobilisation phase of the Project.
- 2.5 This Contract does not create any binding agreement or arrangement between DFAT and the Contractor beyond the mobilisation phase of the Project.

3. TERM OF CONTRACT

- 3.1 The Term of this Contract commences upon execution by both Parties and continues until the date that is **8 weeks** after the execution date (**Services End Date**).
 - 3.2 The Contractor must commence provision of the Services on the execution date by both Parties and complete the provision of Services by the Services End Date. The Contractor shall not be in breach of this clause 3.2, to the extent that a delay prevents the provision of the Services and the delay is caused by:
 - (a) a third party (other than a sub contractor or proposed sub contractor of the Contractor); or
 - (b) DFAT not doing something it is required to do under this Contract.
 - 3.3 DFAT may extend the Term of this Contract for further periods of one (1) month by giving the Contractor 7 days' notice before the end of the Term. DFAT may not however exercise this option to extend more than three (3) times.
 - 3.4 If DFAT exercises the option in clause 3.3, the parties will negotiate in good faith an increase in the financial limitation of this Contract consistent with the remuneration rates for Personnel in clause 13, with Management Fee and Personnel Support Costs to be negotiated.
- 4. CONTRACT MANAGERS AND ADDRESSES FOR NOTICES**
- 4.1 In accordance with **Clause 41** (Notices) of the Standard Contract Conditions, details of the respective Contract Manager of each Party for the purpose of any notice or communication under the Contract are as set out below.

DFAT's Contract Manager:

Name/position title: The person occupying the position of Director, Ebola Taskforce, currently [REDACTED]

Postal Address: 255 London Circuit, Canberra, ACT, 2601

Telephone: [REDACTED]

Email Address: [REDACTED]

Contractor's Contract Manager:

Name/position title: The person occupying the position of Operations Manager – West Africa, currently [REDACTED]

Postal Address: Suite 17C 2 King St, Canberra, ACT, 2600

Telephone: [REDACTED]

Mobile: [REDACTED]

Email Address: [REDACTED]

5. REQUIREMENTS

5.1 The Contractor must provide DFAT with the following Services in accordance with the Terms and Conditions of this Contract:

- (a) Identification of in-Australia management team positions and duty statements;
- (b) Identification of in-country management team positions, key responsibilities and duty statements;
- (c) Document a recruitment strategy and associated training plan for African and expatriate staff;
- (d) Document, in accordance with the WHO and MSF standards, the management approach and operating procedures for the clinical and non-clinical management of an ETC of up to 100 beds:

Clinical Management

- Clinical management includes overall EVD case management, along with food for patients, logistics for supplies and overall personnel and patient flows within the ETC, safe management of infectious body fluids and human remains (waste management in the high risk areas). Linkages must be made with laboratories for diagnostics, Community Care Centres and case identification and contact tracing teams for referrals into the ETCs, ambulance services for transport of suspected and confirmed cases, as well as burial teams for safe and dignified management of human remains.
- Compliance with strict infection control procedures is required within the medical team. The contractor must also take in account the need to conduct ongoing training for new staff as there will be constant attrition and turnover of rotating staff.

- The Contractor, with its medical teams must develop and maintain a process of continual quality assurance in regards to safe use of Personal Protective Equipment (PPE) and disposal/management of hazardous waste.

Non-clinical Management

Non-clinical management includes overall oversight of high risk, low risk, and no risk areas including:

- Waste Management – Maintain and operate an on-site incinerator. (Incinerator operators will not handle hazardous waste). If the site includes a septic tank, ensure proper pumping and disposal once a necessary level of waste has been reached. Collect and dispose of all non-hazardous waste in the low risk zone and transport off-site to an approved waste facility or incinerator at least twice per day (suggested).
 - Water - Maintain facility water supply. Water supply will generally consist of six (6) 1500 gallon water tanks. Three types of water will be stored and distributed. Potable water, .5% chlorine, .05% chlorine. Maintain proper chlorination levels through testing and observation. Maintain the operation of all pumps and distribution system to include fuelling, mechanical repair of pumps, and non-mechanical repair of piping system. Maintain appropriate concentrations and levels of water to maintain water pressure 24 hours per day, 7 days per week.
 - Sanitation - Maintain proper site drainage. This could include addition of gravel, minor gradation changes, and minor improvement of incoming road or other surfaces damaged due to weather or overuse. Ensure cleanliness of green zone latrines and showers utilising appropriate chlorination levels. If a public “visitors” latrine is utilised at the ETC, clean and disinfect the latrine using .5% chlorine after every use to ensure cleanliness. General site clean-up.
 - Power – fuel management-Service maintenance of generator to include operation, service and maintenance of the site electrical grid.
 - Other – clean up teams to ensure stringent infection control practices, including laundry of non-contaminated items, and service of laundry equipment, communications, and overall site access and control.
- (e) Identify clinical and non-clinical staffing requirements for a staged roll-out of the ETC commencing with a 5 bed capacity;
- The first rotation will be up to 9 expatriate nurses, 2 expatriate medical officers and a number of life services support staff.
- (f) Undertake the following mobilisation activities
- Development of critical relationships, with:
 - UK Government,
 - Sierra Leone Government, and
 - NGO's
 - Any agreements and any contractual requirements with local and regional suppliers including confirmation of transport and resupply arrangements.

- Review of UK training in both the UK and Sierra Leone to determine suitability and identify solutions to address deficits
- Site Survey in Sierra Leone. This activity includes:
 - Review of proposed Hastings ETC site;
 - Security and safety analysis including biosecurity and environmental hazards;
 - Identification of suitable accommodation for the ETC workforce;
 - Identification of potential post deployment management or decompression locations;
 - Review of UK Ministry of Defence (MoD) 12 bed ETC for international clinical practitioners and capture of admission and discharge procedures and authorisations;
 - Review of Aero Medical Evacuation (AME) network, protocols and procedures as well as capture of AME procedures and authorisations;
 - Identification of logistics supporting, including but not limited to catering, water, storage, shipping, waste disposal, transport; and
 - Creation of local relationships including but not limited to Save The Children, UK MoD, MSF, WHO, Sierra Leone Government (including Department of Health and Customs) and any Australian consular officials.
- Review of training to determine training approach;
- Determination of roll out schedule;
- Identification of implementation risks;
- Confirmation of equipment and materials needed for the operation of the ETC and confirmation of which equipment and materials will be supplied by Government of United Kingdom;
- Recruitment, including:
 - Australia and New Zealand (and other expats as required):
 - Ongoing collection of expressions of interest from health professionals;
 - Shortlisting based on experience, availability and suitability;
 - Development of an introduction/orientation course;
 - Placement of all shortlisted staff through introduction/orientation course;
 - Processing for deployment;
 - Deployment; and
 - Training.
 - African:
 - Collection of interested staff in Sierra Leone, and then in nearby countries as required;
 - Shortlisting based on availability and suitability;
 - Processing for deployment;
 - Deployment; and

- Training.
 - Employment contracts entered into as part of this Contract will not commit DFAT to any employment costs relating to the service delivery phase.
 - Development of the roll out plan for service delivery, in the form of a GANTT chart and accompanying narrative, including:
 - Schedule;
 - Management structure;
 - Handover of facilities;
 - Establishment of command and control processes;
 - Plan for scale-up from 5 beds to 100 beds;
 - Establishment of logistics supply chain;
 - In country logistics, including:
 - Accommodation;
 - Transport;
 - Security;
 - Catering;
 - Waste management (including sewerage, bio-waste, PPE and general rubbish);
 - Roster details;
 - Reporting;
 - In country meeting regime; and
 - Staff fly-in/fly out regime.
- (g) preparations for handover and acceptance of the ETC from the UK Government;
- The preparations for handover and acceptance of an ETC will include:
- Confirmation of how the Australian managed ETC will work within both the global and UK-led response within Sierra Leone and the expectations of Key Stakeholders;
 - Agreement on what constitutes an ETC ready for handover, specifically what plant and medical equipment, medical consumables and pharmaceuticals will be included;
 - Confirmation and construct of a detailed inventory of handover;
 - Establishment of expectations for return of the ETC and accompanying stores;
 - The volume and content of PPE on handover;
 - Supply chain logistics responsibilities for all parties;
 - Confirmation of equipment and materials
 - AME Protocols and Procedures, including authorisation requirements;
 - Admission and discharge protocols and procedures, for the UK MoD 12 Bed Ebola Treatment facility for international clinical practitioners;
 - Schedule for handover;
 - Development of handover schedule and acceptance schedule;
 - Establish training requirements and identify any requirements for

- additional facilities and/or materials;
 - Identification of personnel to conduct the handover (from all appropriate parties);
 - Confirmation of handover acceptance by Sierra Leone Government; and
 - Any other event required for handover.
- (h) Development of logistics for the management and operation of the ETC including identification of potential subcontractors;
 - (i) Document decompression and post deployment management arrangements for African and expatriate staff post-deployment;
 - (j) Document a preliminary medical treatment and medivac plan for African and expatriate staff for any health related issue, before the service delivery stage commences;
 - (k) Document a safety and security plan, including a WHS risk assessment, for mobilisation and service delivery phases; and
 - (l) Document a transition plan and identify Stage 1 activities to be continued in Stage 2.

6. CONTRACT DELIVERABLES

6.1 The Contractor must provide DFAT with the following Contract deliverables:

- (a) a draft statement of requirement for Stage 2 - Service delivery;
- (b) an implementation plan (rollout plan) for the service delivery phase, including a comprehensive risk assessment;
The plan, in the form of a GANTT chart and accompanying narrative, will include details of personnel, communications, reporting, logistics, supply chain, and clinical requirements.
- (c) a safety and security plan for the service delivery phase, including a WHS risk assessment;
- (d) a medical evacuation plan for the service delivery phase;
- (e) a recruitment and training plan;
- (f) Operating procedures, in accordance with WHO and MSF standards, for clinical and non-clinical management of an ETC of up to 100 beds;
- (g) site inspection and building report including any ongoing service and maintenance requirements; and
- (h) a readiness to commence service delivery report.

6.2 The requirements and deliverable dates are set out in clause 10.1 Table 3.

7. MEETINGS

7.1 The Contractor must attend meetings with DFAT during the Term of the Contract as set out

in Table 1 (Meetings) below:

Table 1: Meetings

Meeting type	Location
Weekly meeting - standing agenda items will include Workplace Health and Safety 10am (AEDST) Friday mornings	Australian based
Readiness review meeting – 1 December 2014	Canberra

8. SPECIFIED PERSONNEL

- 8.1 The Contractor must provide the Specified Personnel as set out in Table 2 (Specified Personnel) below to deliver the Services to DFAT in accordance with Clause 12 (Specified Personnel) in Part 2 of the Contract:

Table 2: Specified Personnel

Position	Name
In-Country Manager	XXX
Senior Medical Officer	XXX
Senior Environmental Health Officer	XXX
Operations Manager – West Africa – (Australian Based)	XXX

9. CHILD PROTECTION

- 9.1 The Contractor must comply with the Child Protection Compliance Standards, which are specified in Attachment 1 of the DFAT Child Protection Policy accessible on the DFAT website: <http://aid.dfat.gov.au/aidissues/childprotection/Pages/home.aspx>. DFAT may audit the Contractor's compliance with the Child Protection Policy and Child Protection Compliance Standards. The Contractor must participate cooperatively in any reviews conducted by DFAT.

- 9.2 If the Child Protection Officer finds that the Contractor has failed to comply with the Child Protection Compliance Standards for the DFAT – Australian Aid Program, the Contractor must promptly, and at the cost of the Contractor, take such actions as are required to ensure compliance with the Compliance Standards.
- 9.3 All Contractor staff must sign and return to DFAT, the Child Protection Code of Conduct at Attachment 2 to the DFAT Child Protection Policy.

10. REPORTS

- 10.1 The Contractor must provide DFAT with the reports set out in **Table 3 (Reports)** below by the date, in the format and number of copies indicated:

Table 3: Reports

Report Type	Indicative Content	Due Date	Format	Qty
Mobilisation Weekly Report	<ul style="list-style-type: none"> Ongoing update on key developments, decisions and issues as agreed between DFAT & Aspen. May include updates on security, risks, progress on relationships within country, recruitment update etc. 	Thursday morning Canberra time each week during phase 1	Email to Assistant Secretary and Director, Ebola Taskforce	Email and one hardcopy addressed to Director, Ebola Taskforce
Site inspection, and building report including assessment of site and building as per WHO and MSF guidelines	<ul style="list-style-type: none"> Facility has sheltered dedicated isolation room/wards with designated latrines meeting recommended ETC patient flow and ICP requirements. Facility has incinerator Facility has sharps and waste disposal systems Facility has running water Facility has generator 	Site inspection report 48 hours prior to - handover	Email to Assistant Secretary and Director, Ebola Taskforce	Email and one hardcopy addressed to Director, Ebola Taskforce
Recruitment strategy and training plan	<ul style="list-style-type: none"> Including personnel duty statements/position descriptions and indication of phase 1 and anticipated phase 2 activities. 	19 November 2014	Email to Assistant Secretary and Director, Ebola Taskforce	Email and one hardcopy addressed to Director, Ebola Taskforce
Standard Operating Procedures for ETC as per WHO and MSF guidelines	<ul style="list-style-type: none"> Including clinical and non-clinical management components 	Draft 24 November 2014 Final within 24 hours of receiving DFAT comments	Email to Assistant Secretary and Director, Ebola Taskforce	Email and one hardcopy addressed to Director, Ebola Taskforce
Draft Safety and security		17 November	Email to Assistant	Email and one hardcopy

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plan, including WHS risk assessment and medical evacuation plan, for service delivery phase		2014	Secretary and Director, Ebola Taskforce	addressed to Director, Ebola Taskforce
Implementation Plan (roll out plan) for service delivery stage	<ul style="list-style-type: none"> • Schedule • Management structure • Personnel • Handover of facilities • Establishment of command and control processes • Plan for scale-up from 5 beds to 100 beds • Logistics supply chain including maintenance and servicing of facilities and equipment • Transition plan from Phase 1 activities to Phase 2 • Decompression and post deployment plan for post-deployment of all staff • Reporting requirements and communication strategies 	<p>24 November 2014</p> <p>Final within 24 hours of receiving DFAT comments</p>	Email to Assistant Secretary and Director, Ebola Taskforce	Email and one hardcopy addressed to Director, Ebola Taskforce
Readiness to commence service delivery report	<ul style="list-style-type: none"> • Report would include the following headings • Personnel • Facilities • Equipment & consumables • Security, risk assessment and WHS • Key Stakeholder Engagement • Resupply and transport arrangements 	<p>Draft 28 November 2014</p> <p>Final 2 December 2014</p>	Email to Assistant Secretary and Director, Ebola Taskforce	Email and one hardcopy addressed to Director, Ebola Taskforce
Draft Statement of Work for Service Delivery stage		24 November 2014	Email to Assistant Secretary and Director, Ebola	Email and one hardcopy addressed to Director, Ebola Taskforce

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			Taskforce	
Ad Hoc Services Fees report	<ul style="list-style-type: none"> Cumulative total of the Ad Hoc Services Fees provided under the Contract 	Friday morning Canberra time each week during phase 1 in accordance with clause 7.	Email to Assistant Secretary and Director, Ebola Taskforce	Email and one hardcopy addressed to Director, Ebola Taskforce

10.2 All reports must:

- (a) be accurate and not misleading in any respect;
- (b) be prepared in accordance with directions provided by DFAT;
- (c) incorporate sufficient information to allow DFAT to monitor and assess the success of the Services in achieving DFAT's objectives;
- (d) comply with DFAT's Guidelines for Preparing Accessible Content (available from DFAT's website at: www.dfat.gov.au);
- (e) be provided in Microsoft Word format (or Microsoft Excel format for spread sheets), unless otherwise approved or requested by DFAT;
- (f) not incorporate either DFAT or the Contractor's logo;
- (g) be provided at the time specified in Table 3 (Reports) of above; and
- (h) be provided in accordance with the specification under Clause 39 (Meetings, Reports and Travel) in Part 2.

11. TOTAL AMOUNT PAYABLE

- 11.1 The maximum amount payable by DFAT to the Contractor under this Contract shall not exceed the sum of **AUD2,000,000** plus GST if any up to a maximum amount of **AUD200,000**.
- 11.2 The maximum amount payable is comprised of the following items:
 - (a) Management Fees not exceeding the sum of **AUD XXX** plus GST;
 - (b) Personnel Fees up to a maximum of **AUD XXX** plus GST;
 - (c) Personnel Support Costs up to a maximum of **AUD296,243.64** plus GST; and
 - (d) Ad Hoc Services Fees up to a maximum of **AUD191,673.29** plus GST.
- 11.3 DFAT shall not be liable for any costs or expenditure incurred by the Contractor in excess of this amount.
- 11.4 DFAT shall pay the Contractor a milestone payment of **AUD226,040.84** on DFAT's receipt of the first Mobilisation Weekly Report and a correctly rendered invoice. Following the payment of the milestone payment, the Contractor must offset all future invoices against the amount paid.

12. MANAGEMENT FEE

12.1 The maximum amount payable to the Contractor in Management Fees shall not exceed the sum of AUD XXX plus GST.

12.2 The Contractor's Management Fee is comprised of the following:

- (a) profits, including commercial margins and mark-up for personnel and project management;
- (b) financial management costs; including the cost of financial charges;
- (c) costs of Contractor administrative and head office staff if any;
- (d) insurance costs as required by this Contract, but exclusive of medical insurance costs for Personnel which are reimbursable as Personnel Support Costs;
- (e) Australian taxation, as applicable;
- (f) costs associated with any subcontracting and procurement of goods and services;
- (g) costs, including domestic and international travel, accommodation, per diems and local transport costs where required for Contractor Head Office personnel; and
- (h) any other overheads required to perform the Services in accordance with this Contract.

12.3 Subject to clause 11.4, DFAT shall pay the Contractor's Management Fees at the end of each month in arrears subject to receipt of a correctly rendered invoice and DFAT's confirmation that the Services have been provided as required by this Contract.

13. PERSONNEL FEES

13.1 The maximum amount payable to the Contractor in Personnel Fees shall not exceed the sum of AUD XXX plus GST.

13.2 DFAT shall reimburse the Contractor at actual cost up to a maximum of AUD XXX plus GST for Personnel Fees in accordance with Table 4 including:

- (a) The remuneration rates for all Contractor Personnel must be exclusive of any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor.
- (b) The Contractor must keep verifiable records to enable verification of actual time spent undertaking the Services.
- (c) Subject to clause 11.4, DFAT shall pay the Contractor for Personnel Fees at the end of each month on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- (d) Hardship allowance is only payable to personnel while in Sierra Leone.

Table 4: Personnel Fees

Position Category	Total not to exceed remuneration Including Hardship Allowance
Operations Manager	\$
Project Manager	\$
Project Officer	\$
Recruitment Consultant	\$

Position Category	Total not to exceed remuneration Including Hardship Allowance
Trainer	\$
In-Country Manager	\$
Deputy In-Country Manager	\$
Senior Medical Officer	\$
Senior Environmental Officer	\$
Senior Facilities and Logistics Manager	\$
Medical Officer – first rotation	\$
Registered Nurse – first rotation	\$
Security Manager – first rotation	\$
IC Trainer	\$
Locally Employed Employees	\$
Total	\$

14. PERSONNEL SUPPORT COSTS

- 14.1 The maximum amount payable to the Contractor in Personnel Support Costs shall not exceed the sum of AUD296,243.64 plus GST.
- 14.2 Subject to clause 11.4, DFAT shall reimburse the Contractor at actual cost up to a maximum of AUD296,243.64 plus GST for Personnel Support Costs in accordance with Table 5 (Personnel Support Costs) below.
- 14.3 Subject to obtaining DFAT's prior written approval, the Contractor may transfer amounts attributed to line items of Personnel Support Cost categories within Table 5 to other Table 5 line items, provided that the maximum amount payable for Personnel Support Costs is not exceeded.
- 14.4 The Contractor shall notify DFAT upon reaching 80% of the maximum amount payable for Personnel Support Costs.

Table 5: Personnel Support Costs

Category	Total Value not to exceed (AUD)
Airfares	85,000.00
Accommodation	101,430.00
Travelling Allowance	25,200.00
International Communication Costs	35,280.00

Category	Total Value not to exceed (AUD)
Compulsory Arrival and Departure Taxes	5,950.00
In country Transport Costs	17,640.00
Medical Insurance	9,743.64
Personnel Briefing Costs	16,000.00
Total Personnel Support Costs	\$296,243.64

14.5 The conditions of payment by DFAT to the Contractor of its Personnel Support Costs are as follows:

- (a) Airfares; Airfares for movement of Phase 1 staff from their home country through to the UK and then into Sierra Leone (if the UK sustainment flight was not available). Aspen uses a best (cheapest) fare of the day policy and pertains to economy seating only. In 'time critical' situations Business Fare seating may be required but only on approval from Senior Management.
- (b) Accommodation; Accommodation for the Phase 1 team during transit into Sierra Leone and whilst in Freetown. Aspen accommodates staff in the most cost effective and appropriate accommodation based on cleanliness and security requirements.
- (c) Travelling Allowance;
- (d) International Communication costs;
- (e) Compulsory Arrival and Departure Taxes;
- (f) In Country Transport Costs;
- (g) Medical Insurance
- (h) Hardship Allowance; and
- (i) In country taxation imposed in Sierra Leone.

14.6 If requested by DFAT, for payment verification purposes, the Contractor shall provide DFAT with appropriate documentation to support all Personnel Support Costs claimed (excluding travelling allowance).

14.7 DFAT shall pay the Contractor for Personnel Support Costs incurred at the end of each month on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.

15. AD HOC SERVICES

15.1 The maximum amount payable to the Contractor in Ad Hoc Services Fees for all Ad Hoc Services shall not exceed the sum of AUD191,673.29 plus GST.

15.2 In this clause:

"Ad Hoc Services" means a service which is not specified in the Contract but is related to the mobilisation phase of the Project and which DFAT may wish to engage the Contractor to perform from time to time pursuant to this clause 15.

"Not to Exceed Amount" means an amount specified in the quote which the Contractor must not exceed in performing the Ad Hoc Services.

15.3 DFAT shall pay the Contractor for Ad Hoc Services which have been approved by the DFAT Contract Manager pursuant to clause 15.6(a) in accordance with the approved quote and this clause 15, but not exceeding the Not to Exceed Amount.

15.4 DFAT may request the Contractor to provide a quote for the provision of an Ad Hoc Service.

15.5 The Contractor shall, as soon as possible and not later than 7 days after receiving a request for quote, provide DFAT with a quote in the form set out in Attachment A to this Contract using the applicable rates set out in Part 1 of this Contract.

15.6 If DFAT accepts the Contractor's quote, DFAT shall approve the quote by signing the Ad Hoc Tasking Note and returning it to the Contractor.

(a) If DFAT provides the Contractor with a signed Ad Hoc Service Tasking Note:

- (i) the Contract will be deemed to have been amended to cover the provision of that Ad Hoc Service in accordance with the Contract but subject to the modifications (if any) specified in the accepted quote;
- (ii) the Contractor must provide the Ad Hoc Service in accordance with the approved quote and this Contract; and
- (iii) upon completion of the Ad Hoc Service the Contractor may issue an invoice in accordance with clause 4 of Part 2 for an amount that must not exceed the Not to Exceed Amount.

15.7 The Contractor acknowledges that:

- (a) DFAT has absolute discretion to decide whether, and if so when, to make a request for Ad Hoc Services; and
- (b) DFAT has no obligation to reimburse the Contractor for its costs in quoting for Ad Hoc Services, except to the extent (if any) that DFAT approves the reimbursement in advance in writing.

15.8 Only the DFAT Contract Manager has the authority to request or approve an Ad Hoc Service.

16. INVOICES

16.1 The Contractor's tax invoice must be submitted to DFAT when due in accordance with **Clause 4 (Invoice)** of the Standard Contract Conditions at **Part 2**. Invoices must also contain the Agreement number on this Contract and reference the Payment Event number(s) as notified by DFAT.

16.2 All Contractor claims for payment from DFAT must be made to:

Chief Finance Officer
Department of Foreign Affairs and Trade
RG Casey Building
John McEwen Crescent
Barton ACT 0221
AUSTRALIA

16.3 Tax invoices should be sent to the above address. Alternatively DFAT shall accept electronic tax invoices. These can be sent to accountsprocessing@dfat.gov.au and copy in the DFAT Activity Manager.

16.4 Invalid invoices will be returned to the Contractor.

Information on what constitutes a valid tax invoice can be found at <http://www.ato.gov.au/businesses/content.asp?doc=/content/50913.htm>.

17. PLANS

17.1 The Contractor shall at all times in respect of its Personnel comply with and effect the:

- (a) Evacuation Plan;
- (b) Medical Evacuation Plan; and
- (c) Security Plan.

18. EBOLA-RELATED MEDICAL EVACUATION AND TREATMENT COSTS

18.1 Subject to the cap in clause 18.3, if employees of the Contractor engaged in providing the Services are diagnosed with having contracted Ebola while in Sierra Leone, DFAT will pay the third party costs incurred by the Contractor of evacuating the employees to a European country and the hospital treatment costs in that European country, unless such costs are otherwise recoverable by the Contractor under its insurance policies or from third parties.

18.2 The Contractor must notify DFAT without delay of:

- (a) any employee of the Contractor being suspected of having contracted Ebola or being diagnosed with Ebola; and
- (b) all such costs, evacuations and hospital treatments.

18.3 The maximum amount payable by DFAT under clause 18.1 shall not exceed AUD4,500,000 in the aggregate.

19. POST DEPLOYMENT MANAGEMENT

19.1 The Contractor shall use its best endeavours to ensure that all Personnel:

- (a) who have been to Sierra Leone or an Ebola affected country comply with appropriate post deployment arrangements; and
- (b) in respect of Personnel returning to Australia, comply with the Australian Department of Health Series of National Guidelines EVD, as amended from time to time.

Part 2: Standard Contract Conditions

1. Provision of Services

1.1 The Contractor must provide the Services to DFAT at the locations and times and in accordance with this Contract. The Contractor must promptly notify DFAT if the Contractor becomes aware that it will be unable to provide all or part of the Services by the relevant delivery date and advise DFAT as to when it will be able to do so.

1.2 Any Services must be provided to the standard that would be expected of an experienced and professional supplier of similar services and any other standard specified in the Statement of Requirements.

2. Deliverables

2.1 DFAT may reject the Contract deliverables if they do not meet the requirements of the Contract by giving written notice to the Contractor within 14 days of receipt of the Contract deliverables from the Contractor.

2.2 If DFAT rejects the Contract deliverables it may, without limitation to any other rights it may have:

- (a) require the Contractor to remedy or modify the Contract deliverables within a period determined by DFAT at the Contractor's cost, so that the Contract deliverables meet the requirements of the Contract;
- (b) require the Contractor to provide, at the Contractor's cost, replacement Contract deliverables which meet the requirements of the Contract, within a period determined by DFAT; or
- (c) terminate the Contract in accordance with **Clause 44** (Termination).

3. Not used

4. Invoice

4.1 The Contractor must submit a

correctly rendered invoice to DFAT. An invoice is correctly rendered if:

- (a) it is correctly addressed and calculated in accordance with the Contract;
- (b) it relates only to Services that have been actually delivered by the Contractor;
- (c) it is for an amount which, together with all previously corrected rendered invoices does not exceed the Contract Price;
- (d) it includes the DFAT agreement number and the name and telephone number of the Contract Manager; and
- (e) it is a valid tax invoice in accordance with the GST Act.

4.2 Approval and payment of an amount of an invoice is not evidence of the value of the obligations performed by the Contractor, an admission of liability or evidence the obligations under the Contract have been completed satisfactorily, but is payment on account only.

4.3 The Contractor must promptly provide to DFAT such supporting documentation and other evidence reasonably required by DFAT to substantiate performance of the Contract by the Contractor.

5. Payment

5.1 Subject to **Clause 39** (Meetings, Reports and Travel), DFAT must pay the invoiced amount to the Contractor within **30 days** after receiving a correctly rendered invoice or if this **30 day** period ends on a day that is not a business day, payment is due on the next business day. The last day of this period is referred to as the 'due date'.

6. Payment of Interest

6.1 If DFAT fails to make a payment by the due date, then provided that the Contractor is a Small Business and the amount of interest calculated under this clause exceeds **AUD10**, DFAT will pay interest on payments to the Contractor made

after the due date as follows:

- (a) For payments made between 1 day and up to **30 days** after the due date, DFAT will pay the interest calculated under this clause only if the Contractor issues a correctly rendered invoice under **Clause 4** (Invoice) for that interest; and
- (b) For payments made more than **30 days** after the due date, DFAT will pay interest calculated under this clause together with payment of the unpaid amount.

6.2 Interest payable under this clause will be simple interest on the unpaid amount, calculated using the formula available at: <http://www.finance.gov.au/publications/finance-circulars/2012/docs/fc2012-02.pdf>

7. Price Basis

7.1 The Contract Price is the maximum price payable for the Services and is inclusive of all GST and all taxes, duties (including any customs duty) and government charges imposed or levied in Australia or overseas.

7.2 DFAT is not required to pay any amount in excess of the Contract Price including, without limitation, the cost of any packaging, marking, handling, freight and delivery, insurance and any other applicable costs and charges.

8. Not used

9. Offset

9.1 If the Contractor owes any amount to DFAT in connection with the Contract, DFAT may set off that amount, or part of it, against its obligation to pay any correctly rendered invoice.

10. Quality Assurance

10.1 Upon reasonable notice by DFAT the Contractor must provide DFAT and its nominees with access to the Contractor's premises to undertake quality audits and quality surveillance as defined in the relevant

Australian Quality Standards of the Contractor's quality system in relation to the Contract or the Services and/or the production processes related to the Services.

11. Approvals

11.1 The Contractor must obtain and maintain any licences or other approvals required for the lawful provision of the Services and arrange any necessary customs entry for the Services

12. Specified Personnel

12.1 The Contractor must ensure that the Specified Personnel provide the Services and are not replaced without the prior consent of DFAT, with such consent not to be unreasonably withheld.

12.2 At DFAT's request, the Contractor, at no additional cost to DFAT, must promptly replace any Specified Personnel that DFAT reasonably considers should be replaced with personnel acceptable to DFAT.

12.3 The Contractor must not engage any current DFAT employee or Former DFAT Employee as Specified Personnel.

13. Subcontracting

13.1 The Contractor must obtain DFAT's written approval prior to entering into any significant subcontract with any third party in relation to this Contract or the Services. In granting its approval, DFAT may impose any conditions it considers appropriate.

13.2 Subcontracting the whole or part of the Contractor's obligations under the Contract will not relieve the Contractor from any of its obligations under the Contract.

13.3 The Contractor must make available to DFAT the details of all subcontractors engaged to provide the Services under the Contract. The Contractor acknowledges that DFAT is required to disclose such information.

13.4 The Contractor must ensure that any subcontract entered into by the Contractor for

the purpose of fulfilling its obligations under the Contract imposes on the subcontractor the same obligations that the Contractor has under the Contract (including this requirement in relation to subcontracts).

14. Record Keeping and Audit

14.1 The Contractor must maintain proper business and accounting records relating to the supply of the Services and allow DFAT or its authorised representative to inspect or audit those records when requested. The Contractor will provide any assistance and information required should the Australian National Audit Office wish to conduct an audit of the Contractor's accounts and records. Each Party must bear its own costs of any audit.

14.2 The Contractor must comply with any standards prescribed by DFAT from time to time for the creation, care, access, storage, preservation and return or legal destruction of its records (including Material) and any Commonwealth material. This obligation continues for seven (7) years after termination or expiry of this Contract or completion of any legal action arising out of or in connection with this Contract, whichever occurs later.

14.3 Where applicable, all Parties to this Contract should be aware of, and comply with the recordkeeping, transfer of custody and disposal requirements as expressed in "Records Issues for Outsourcing including General Disposal Authority 25". Please refer to www.naa.gov.au/Images/GDA25_tcm16-47736.pdf.

14.4 On the expiry or termination of this Contract, the Contractor must promptly return all Commonwealth records and material (including Material) to DFAT, provided that the Contractor may keep a single copy of any records for its records.

15. Access to Contractor Premises

15.1 The Contractor agrees to give DFAT, or its nominee, all assistance reasonably requested for any purpose associated with this Contract or any review of the Contractor's

performance under the Contract. This will include, but is not limited to, access to premises, material and personnel associated with the Services and the Contract.

16. Conduct at DFAT Premises

16.1 The Contractor must, when using Commonwealth provided premises or facilities, comply with all reasonable directions of DFAT, and act consistently with the behaviours set out in **Section 13** of the *Public Service Act 1999* (Cth).

17. Security and Safety

17.1 The Contractor must comply with the security requirements for the protection of official information:

- (i) as detailed in the Commonwealth Protective Security Policy Framework as minimum standards; and
- (ii) as advised by DFAT from time to time during the Term of this Contract;

17.2 When accessing any Commonwealth place, area or facility, the Contractor must comply with any security and safety requirements notified to the Contractor by DFAT or of which the Contractor is, or should reasonably be aware. The Contractor must ensure that its Personnel are aware of, and comply with, such security and safety requirements.

17.3 The Contractor must ensure that any material and property (including security-related devices and clearances) provided by DFAT for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and returned as directed by DFAT.

17.4 The Contractor must perform its security obligations to the highest professional standards described or indicated in the requirements of the Commonwealth Protective Security Policy Framework as amended from time to time.

17.5 Where security clearances are

required under **Part 1**, the cost of obtaining each security clearance will be borne by the Contractor. The Contractor must ensure that its Specified Personnel promptly provide to DFAT relevant details to assist with the security clearance process, and the Contractor must notify DFAT promptly in writing of any change in circumstances which is likely to affect DFAT's assessment of the Specified Personnel's entitlement to hold a security clearance.

17.6 Where the security or safety of the Contractor's Personnel may be affected by the performance of the Services, the Contractor must ensure that its Personnel are protected including by procuring appropriately qualified security services.

17.7 The Contractor must:

- (i) ensure as far as is reasonably practicable the health and safety of Personnel and others who may be put at risk from the carrying out of the Services;
- (ii) not, and must ensure its Personnel do not, by act or omission place DFAT in breach of its obligations under the *Work Health and Safety Act 2011* (Cth) and Regulations there under (together **WHS Laws**);
- (iii) where the health and safety of any person may be affected by the performance of the Services, the Contractor must consult, cooperate and coordinate with DFAT in relation to the health and safety issue;
- (iv) inform itself, and ensure its Personnel inform themselves and comply with DFAT's work health and safety policies and procedures relevant to the Services;
- (v) ensure its Personnel:
 - a. comply with the WHS Laws in relation to work performed on the Services;
 - b. immediately comply with any

reasonable instruction from DFAT regarding work health and safety in relation to work performed on the Services; and

- c. notify DFAT as soon as practicable of any concern the Contractor has regarding work health and safety in relation to work performed on the Services.

17.8 If the Contractor is required by the WHS Laws to report a Notifiable Incident (as defined in the WHS Laws) to the Regulator (as defined in the WHS Laws) in relation to work performed on the Projects, the Contractor must:

- a. as soon as is practicable in the circumstances, notify DFAT of the Notifiable Incident and, provide a copy of any written notice given to the Regulator; and
- b. if requested by DFAT, provide a report on the Notifiable Incident, the results of any investigations into its cause, and any recommendations for prevention in the future.

17.9 Without limiting any other right or remedy of DFAT, if DFAT is not satisfied that the Contractor is performing the Services in compliance with its work health and safety obligations under this Contract or relevant legislation, DFAT may direct the Contractor to suspend work on part or all of the Services.

18. Contractor Performance

18.1 DFAT may conduct an assessment of the Contractor's performance at any time in a form that DFAT deems appropriate.

19. Accessibility Requirements for DFAT websites

19.1 If the Statement of Requirements requires the Contractor to develop or maintain a website on behalf of DFAT, the Contractor

must ensure that the website complies with the Web Content Accessibility Guidelines (WCAG) Version 2.0, Level AA available at: <http://australia.gov.au/accessibility>

20. Australian Taxation Requirements

20.1 Except as provided in this clause, all taxes, duties and charges imposed or levied in Australia or the Partner Country in connection with the performance of this Contract shall be borne by the Contractor or its subcontractors as the case requires.

20.2 In accordance with Subclause 4(e) (Invoice) of this Part 2, Payment by DFAT to the Contractor of the GST shall be subject to the Contractor providing DFAT with a valid Tax Invoice issued in accordance with the relevant provisions of the GST Act and regulations. The total amount of GST payable by the Contractor, and for which the Contractor seeks payment from DFAT, in respect of the supplies must be shown as a separate item on the Contractor's Tax Invoice.

20.3 If the Contractor does not have an Australian Business Number (ABN) and is required to in accordance with Australian law, DFAT shall, in accordance with relevant provisions of the Pay as You Go ('PAYG') legislation shall be required to withhold a prescribed proportion of the amount payable to the Contractor under the Contract, unless the exceptions under Division 12 of the PAYG legislation apply. The Contractor may provide DFAT with a completed "Statement by a Supplier" ('Statement') if it considers that it is covered by one of the exceptions under the PAYG legislation and that DFAT will not be required to withhold any part of the amounts due under this Contract. The Statement is available as a form on the Australian Tax Office ('ATO') website at: <http://www.ato.gov.au/business/content.asp?doc=/content/38509.htm>

20.4 If a Changed Tax occurs which affects the cost to the Contractor of providing the Services the Contractor must give DFAT written notice of the amount of the Changed Tax and the net effect on the cost of the Contractor's provision of the Services

together with any supporting evidence as soon as practicable after the change in the Changed Tax is announced for the Contractor becomes aware of any increase, decrease or removal of relevant taxes. The parties will then negotiate in good faith a variation to the Contract to reflect the change.

21. Compliance with Laws and Policies

21.1 The Contractor and its Personnel and subcontractors must comply with applicable laws of the Commonwealth, any State, Territory or local authority or laws of any foreign country in which the Services will be provided and all DFAT policies as set out in this Contract or as notified to the Contractor from time to time including but not limited to:

- (a) DFAT's security requirements;
- (b) *Towards a Disability-Inclusive Australian Aid Program 2009 – 2014*;
- (c) *Child Protection Policy for the DFAT – Australian Aid Program*; and
- (d) *Family Planning and the Aid Program: Guiding Principles (2009)*.

21.2 Except where otherwise stated, the laws are available at www.comlaw.gov.au and the policies are available at www.dfat.gov.au

22. Intellectual Property and Moral Rights

22.1 The Contractor grants DFAT a non-exclusive, irrevocable, perpetual, worldwide, royalty-free licence (including a right to sublicense) to use, modify, adapt and publish the Services and any Material and any adaptation of the Services or any Material for any purpose other than commercial exploitation, to the extent that Material embodies any of the Contractor's Intellectual Property Rights.

22.2 The Contractor warrants that it owns all Intellectual Property Rights necessary to grant this licence, provide the Services and Material to DFAT and to allow DFAT to use the Services for their usual purpose and in the manner contemplated by the Statement of Requirements.

22.3 The Contractor warrants that the provision of the Services in accordance with the Contract will not infringe any third party's Intellectual Property Rights or Moral Rights.

22.4 To the extent permitted by laws and for the benefit of DFAT, the Contractor consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by DFAT of Material, even if the use may otherwise be an infringement of their Moral Rights.

23. Insurances

23.1 The Contractor must take out and maintain throughout the Term of the Contract (or such other period as required by DFAT) the following insurances:

- (i) **Public liability: \$50 million** per occurrence, unlimited occurrences (noting however that the policy has an exclusion for communicable diseases);
- (ii) **Travel insurance:** adequate to cover international travel of Personnel;
- (iii) **Professional indemnity:** adequate to cover the Contractor's obligations under this Contract maintained each year until the expiration of three (3) years after the full Term of the Contract or earlier termination of the Contract;
- (iv) **Workers' Compensation** insurance to the amount required by the relevant State or Territory legislation.

and provide DFAT with a certificate of currency, a list of exclusions and the amount of excess payable, within fourteen (14) **Business Days** of request by DFAT.

24. Indemnity

24.1 The Contractor indemnifies DFAT, its officers, employees and contractors against any liability, loss, damage, cost (including the cost of any settlement and legal costs and

expenses on a solicitor and own client basis), compensation or expense arising out of or in any way in connection with:

- (a) a default or any unlawful, wilful or negligent act or omission on the part of the Contractor, its officers, employees, agents or subcontractors; or
- (b) any action, claim, dispute, suit or proceeding brought by any third party in respect of any use, infringement or alleged infringement of that third party's Intellectual Property Rights or Moral Rights;

in connection with the Services. The Contractor's liability to indemnify DFAT under paragraph (a) is reduced to the extent that any wilful default or unlawful or negligent act or omission of DFAT, its officers, employees or contractors contributed to the liability, loss, damage, cost, compensation or expense.

24.2 DFAT holds the benefit of this indemnity on trust for its officers, employees and contractors.

25. Warranties

25.1 The Contractor represents and warrants that its Personnel have the necessary experience, skill, knowledge, expertise and competence to perform the Services.

26. Contractor Representations and Warranties

26.1 The Contractor represents and warrants that:

- (a) it has full capacity and authority to enter into and perform this Contract;
- (b) it has the capability to lawfully perform its obligations under this Contract; and
- (c) at the date of this Contract, no judicial decision, or pending judicial decision, relating to employee entitlements exists or is likely to

arise, that has not been met in full by it.

26.2 The Contractor must not represent itself, and must ensure that its officers, employees, agents or subcontractors do not represent themselves, as being an officer, employee, partner or agent of DFAT, or as otherwise able to bind or represent DFAT.

26.3 The Contract does not create a relationship of employment, agency or partnership between the Parties.

27. Force Majeure

27.1 If a Party is unable to perform or is delayed in performing an obligation under the Contract by reason of a Force Majeure Event the affected Party must give the other Party a written notice detailing the Event and setting out the likely period during which the Party will not be able to perform and arrange a meeting with DFAT within 24 hours of the notice and take all reasonable steps to avoid, remove or limit the effects of the Force Majeure Event on performance of the Contract.

28. Criminal Code Acknowledgement

28.1 The Contractor acknowledges that the giving of false or misleading information to DFAT is a serious offence under **Section 137.1** of the Schedule to the *Criminal Code Act 1995* (Cth). The Contractor must ensure that any subcontractor engaged in connection with the Contract acknowledges the information contained in this clause.

29. Conflict of Interest

29.1 The Contractor warrants that no real or perceived conflicts of interest exist or is anticipated relevant to the performance of its obligations under the Contract. If a conflict of that kind arises, the Contractor must notify DFAT immediately. DFAT may decide in its absolute discretion that, without limiting its other rights under the Contract, the Contractor may continue to provide the Services under the Contract.

30. Privacy Requirements

30.1 The Contractor agrees to comply and ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and do (or refrain from doing) anything required to ensure that DFAT is able to comply with its obligations under that Act.

30.2 The Contractor will immediately notify DFAT if the Contractor becomes aware of a breach or possible breach of any of its obligations under this **Clause 30**.

31. Confidential Information

31.1 The Contractor agrees not to disclose to any person, other than DFAT, any confidential information relating to the Contract or the Services, without the prior written approval of DFAT.

31.2 This obligation will not be breached where the Contractor is required by law or a Stock Exchange to disclose the relevant information.

31.3 At any time, DFAT may require the Contractor to arrange for its employees agents or subcontractors to give a written undertaking relating to non-disclosure of DFAT's confidential information in the form acceptable to DFAT.

31.4 DFAT is not bound to keep any information in connection with the Contract confidential except to the extent it has agreed in writing to keep specified information confidential. DFAT will not be in breach of any confidentiality agreement where DFAT is required by Parliament to disclose the information.

32. Freedom of Information ('FOI') Act Requirements

32.1 Where DFAT has received an FOI request for access to a document created by, or in the possession of the Contractor or its subcontractors that relates to the Contract and is required to be provided under the FOI Act, the Contractor must promptly provide the document to DFAT, on request, at no cost.

33. Commonwealth Records and Archives Act Requirements

33.1 The Contractor must not transfer, or permit the transfer of, custody or the ownership of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of DFAT.

34. Counter – Terrorism

34.1 The Contractor must ensure that funds provided under this Contract (whether through a subcontractor or not) do not provide direct or indirect support or resources to:

- (a) organisations and individuals associated with terrorism; and
- (b) organisations and individuals for whom Australia has imposed sanctions under: the *Charter of the United Nations Act 1945* (Cth) and regulations made under that Act; the *Autonomous Sanctions Act 2011* (Cth) and regulations made under that Act, or the World Bank List or a Relevant List. If during the course of this Contract the Contractor discovers any link whatsoever with any organisation or individual associated with terrorism it must inform DFAT immediately.

35. Anti-Corruption

35.1 The Contractor warrants that neither it nor its Personnel will make or cause to be made, receive or seek to receive any offer, gift or payment or benefit of any kind, which could be construed as an illegal or corrupt act, either directly or indirectly to any Party in relation to the execution of this Contract. Any breach of this **Clause 35** will entitle DFAT to issue a notice under **Clause 44** (Termination) to terminate this Contract immediately.

36. Fraud

36.1 This clause applies to any fraud which relates to the Services or this Contract.

36.2 The Contractor must not, and must ensure that its subcontractors do not, engage

in any fraudulent activity. The Contractor is responsible for preventing and detecting fraud.

36.3 If the Contractor becomes aware of a fraud, it must report the matter to DFAT in writing within 5 Business Days. The Contractor must investigate the fraud at the Contractor's cost and in accordance with any directions or standards required by DFAT.

36.4 After the investigation is finished, if a suspected offender has been identified, the Contractor must promptly report the fraud to the local police and any other appropriate law enforcement agency in the country where the incident occurred, unless the Director of DFAT's Fraud Section agrees otherwise in writing.

36.5 If the investigation finds the Contractor or Contractor Personnel have engaged in fraudulent activity, the Contractor must:

- (a) if DFAT funds have been misappropriated, pay to DFAT the full value of the DFAT funds that have been misappropriated;
- (b) if DFAT-funded property has been misappropriated, either return the property to DFAT or, if the property cannot be recovered or has been damaged so that it is no longer usable, replace the property with property of equal quality; and
- (c) keep DFAT informed, in writing, on a monthly basis, of the progress of the recovery action.

36.6 If the investigation finds that a person other than the Contractor or Contractor Personnel has engaged in fraudulent activity, the Contractor must, at the Contractor's cost:

- (a) take all reasonable action to recover any DFAT funds or DFAT-funded property acquired or distributed through fraudulent activity; and
- (b) keep DFAT informed, in writing, on a monthly basis, of the progress of the

recovery action.

37. Waiver

37.1 If a Party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

38. Publicity

38.1 The Contractor must not make any media or other announcements or releases relating to this Contract without DFAT's prior written approval except to the extent that the announcement or release is required to be made by law.

39. Meetings, Reports and Travel

39.1 The Contractor must, and must ensure that its Personnel and subcontractors (where applicable) comply with the following further obligations:

- (a) attend meetings with DFAT to discuss the Services when required, at no additional cost to DFAT;
- (b) give DFAT at its own cost any oral or written information and any reports as set out in **Part 1** or as reasonably requested by it from time to time in relation to this Contract and the Services. DFAT may reject and withhold payment of Fees for any report which does not, in the opinion of DFAT, meet the requirements or standards outlined in **Part 1** until the Contractor rectifies the report.
- (c) make travel arrangements in consultation with DFAT if DFAT requires the Contractor or its Personnel to undertake travel to perform any part of this Contract. Travel insurance must be arranged and separately paid for by the Contractor. Except as otherwise required by DFAT, any of the Contractor's Personnel travelling outside Australia to perform any part of this Contract must travel on a private passport.

40. Not Used

41. Notices

41.1 Any notice or communication under the Contract will be effective if it is in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Statement of Requirements.

42. Amendment

42.1 No agreement or understanding to vary, amend or extend the Contract, including in particular the scope of the Services, is legally binding upon either Party unless in writing in the form of a Deed of Amendment and agreed by both Parties.

43. Assignment, Early Notification and Change of Control

43.1 The Contractor must:

- (a) not assign any of its rights under the Contract without the prior written consent of DFAT;
- (b) notify DFAT if there is a change in Control of the Contractor's legal entity (not applicable if the Contractor is an individual); and
- (c) immediately notify DFAT if the Contractor or its Personnel or one of its sub-contractors is listed on a World Bank List or Relevant List or is subject to investigation, proceedings or temporary suspension by the World Bank or another donor of development funding.

44. Termination

44.1 DFAT may terminate the Contract in whole or in part if:

- (a) the Contractor does not deliver all of the Services to the delivery location by the relevant delivery date, or notifies DFAT that it will be unable to deliver the Services to the delivery

location by the relevant delivery date, except if the non delivery was caused by a third party (other than a sub contractor or proposed sub contractor of the Contractor) or DFAT not doing something it is required to do under this Contract ;

- (b) DFAT rejects any deliverables in accordance with **Clause 2** and the Contractor has not remedied those deliverables to the reasonable satisfaction of DFAT;
- (c) the Contractor breaches the Contract and the breach is not capable of remedy;
- (d) the Contractor does not remedy a breach of the Contract which is capable of remedy within the period specified by DFAT in a notice of default issued to the Contractor;
- (e) the Contractor:
 - (i) is unable to pay all its debts when they become due;
 - (ii) if incorporated, has a liquidator, administrator or equivalent appointed to it under legislation other than the *Corporations Act 2001* (Cth); or
 - (iii) if an individual, becomes bankrupt or enters into an arrangement under **Part IX** or **Part X** of the *Bankruptcy Act 1966* (Cth);
- (f) the Contractor becomes aware of a fraud which relates to this Contract and does not report it to DFAT in writing within 5 Business Days; and/or
- (g) the Contractor or its Personnel is listed on a World Bank List or Relevant List or is the subject of an investigation or temporary suspension which may lead to it becoming so listed.

45. Termination or Reduction for Convenience

45.1 In addition to any other rights it has under the Contract, DFAT, acting in good faith, may at any time terminate the Contract or reduce the scope or quantity of the Services by notifying the Contractor in writing. If DFAT issues such a notice, the Contractor must stop or reduce work in accordance with the notice, comply with any directions given by DFAT and mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination or reduction in scope.

45.2 Where the Contract is terminated under this clause, DFAT will be liable for payments to the Contractor only for Services provided in accordance with this Contract before the effective date of termination (to a maximum of the Contract Price less any payments already made), and any reasonable costs incurred by the Contractor that are directly attributable to the termination, if the Contractor substantiates these amounts to the satisfaction of DFAT.

45.3 The Contractor will be entitled to profits for the proportion of the Services accepted before the effective date of termination but will not be entitled to profit anticipated on any part of the Contract that is terminated or subject to a reduction in scope.

46. Dispute Resolution

46.1 For any dispute arising under the Contract:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a notice setting out the details of the dispute;
- (c) within **5 Business days**, each Contract Manager will nominate a senior representative, not having prior direct involvement in the dispute;

(d) the senior representatives will try to settle the dispute by direct negotiation; and

(e) failing settlement within a further 10 **Business days**, either DFAT or the Contractor may commence legal proceedings.

46.2 DFAT and the Contractor will each bear its own costs for dispute resolution.

46.3 Despite the existence of a dispute, the Contractor will (unless requested in writing by DFAT not to do so) continue its performance under the Contract.

46.4 The procedure for dispute resolution does not apply to action relating to termination or to legal proceedings for urgent interlocutory relief.

47. Applicable Law

47.1 The laws of the Australian Capital Territory apply to the Contract.

48. Contract Interpretation and General obligations

48.1 The Contract is to be interpreted in accordance with the following terms and the Contractor must comply with the following general terms and conditions:

(a) **Entire Agreement:** The Contract represents the Parties' entire agreement in relation to the subject matter and supersedes all tendered offers (except to the extent they are incorporated into the Contract in writing) and prior representations, communications, agreements, statements and understandings whether oral or in writing.

(b) **Time of essence:** time is of the essence for the Contractor's obligations under this Contract.

(i) **Discretion:** DFAT may exercise a right or remedy or give or refuse to give its consent in any way it considers appropriate (including by

imposing conditions). Where DFAT is required to be satisfied as to a matter, it must be satisfied in its sole and absolute discretion.

(ii) **Further steps:** The Contractor will promptly, at its expense, do anything required by law or that DFAT reasonably requests to give effect to this Contract (such as obtaining consents, or signing and producing documents in a form and content satisfactory to DFAT).

(iii) **Minimum Volume:** The Contractor acknowledges that DFAT has no obligation to acquire any minimum volume of Services from the Contractor and DFAT may obtain the Services from any third party; and

(iv) **Counterparts:** This Contract may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

(v) **Inconsistency:** If there is any ambiguity or inconsistency between **Part 1** and **Part 2** of this Contract, Part 1 will take precedence to the extent of any ambiguity or inconsistency.

(vi) **Severance:** If any term or condition of this Contract is not enforceable, other terms or conditions of the Contract that are self-sustaining and capable of separate enforcement are to continue in operation.

49. Survival

49.1 The following clauses survive termination or expiry of the Contract:

Clause 14 (Record Keeping and Audit); **Clause 22** (Intellectual Property and Moral Rights); **Clause 23** (Insurances); **Clause 24** (Indemnity); **Clause 26** (Contractor Representations and Warranties); **Clause 30** (Privacy Requirements); **Clause 31** (Confidential Information); **Clause 32** (Freedom of Information Act Requirements);

Clause 33 (Commonwealth Records and Archives Act Requirements) and **Clause 36** (Fraud).

50. Definitions

50.1 The following Definitions apply to this Contract:

Commonwealth means the Commonwealth of Australia.

Commonwealth Protective Security Policy Framework means the Commonwealth Protective Security Policy Framework, or any replacement, in force from time to time available on the Attorney General's website, <http://www.ag.gov.au/pspf>

Contract means the Contract as signed by the Parties.

Contract Manager means the contract manager specified in the Statement of Requirements at **Part 1**.

Contract Price means the total contract price specified in the Statement of Requirements at **Part 1**, including any GST component payable, but for the purposes **Clause 5** (Payment), does not include any simple interest payable on late payments.

Changed Tax means a new or existing tax or duty imposed or a change in an existing tax or duty after the execution of this Contract.

Control of a corporation means having the power (directly or indirectly) to control more than 50% of the membership of the board of directors, more than 50% of the voting shares of the corporation, or otherwise direct or cause the direction of the management and policies of the corporation.

DFAT means the Department of Foreign Affairs and Trade.

Force Majeure Event includes acts of god or war, pandemic (but not including an Ebola pandemic), a change of law that directly prevents a Party from complying with its obligations under this Contract, act of public enemy, terrorist act, civil unrest, nationalisation, expropriation, embargo, restraint of property by government, strike or other form of industrial dispute, provided that they are outside the reasonable control of the

affected Party and could not have been prevented or avoided by that Party taking all reasonable steps.

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

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

General Interest Charge Rate means the general interest charge rate determined under **Section 8AAD** of the *Taxation Administration Act 1953* (Cth) on the day payment is due, expressed as a decimal rate per day.

GST means a Commonwealth goods and services tax imposed by the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

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

Material means any material brought into existence as part of or for the purposes of providing the Services and includes, without limitations, documents, equipment, information, reports or data stored by any means.

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

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

Services means:

- (a) the Services specified in the Statement

of Requirements at Part 1;

- (b) the Ad Hoc Services which have been approved by the DFAT Contract Manager under **Clause 15** of Part 1; and
- (c) all such incidental goods and Services that are reasonably required to achieve the purposes of DFAT as specified in the Statement of Requirements.

Small Business means an enterprise that employs less than the full time equivalent of twenty (20) persons on the day the Contract is signed by the Parties.

Party means DFAT or the Contractor.

PAYG means *Pay as You Go Withholding Non-Compliance Tax Act 2012* (Cth)

Personnel means the Contractor and its officers, employees, subcontractors and agents (including Specified Personnel).

Project Vehicles means vehicles paid for by DFAT for an Australian Aid Program Project or Program and that are provided for Project/Program activities.

Standard Contract Conditions means the provisions in **Part 2** of the Contract.

World Bank List or Relevant List means the list of organisations maintained by the World Bank in its "Listing of Ineligible Firms" or "Listings of Firms, Letters of Reprimand" posted at: <http://web.worldbank.org> or a similar list maintained by another donor of development funding.

Attachment A – Ad Hoc Tasking Note

AD HOC SERVICE TASKING NOTE NUMBER _____ ISSUED UNDER CONTRACT NUMBER XXXXX

This Ad Hoc Service Tasking Note is issued by DFAT under Clause 15 (Ad Hoc Services) of Contract Number XXXXX between DFAT and Aspen Medical Pty Ltd.

1. INTERPRETATION

- 1.1 All terms used in this Ad Hoc Tasking Note have the same meaning as is given to them in the Contract, unless the context otherwise requires.
- 1.2 In this Ad Hoc Service Tasking Note, “Ad Hoc Service” means the Ad Hoc Service described in Clause 3 of this Ad Hoc Service Tasking Note.

2. COMMENCEMENT AND COMPLETION OF SERVICES

- 2.1 The Contractor shall commence the Ad Hoc Service on [Start Date]. The Contractor shall complete the Ad Hoc Service no later than [End Date].

3. THE SERVICES

- 3.1 The Contractor shall provide the following Ad Hoc Services:
 - (a)
 - (b)

4. REPORTING REQUIREMENTS

- 4.1 The Contractor must provide the following reports by the date, in the format and the number of copies indicated:
 - (a)
 - (b)

5. TOTAL AMOUNT PAYABLE

- 5.1 The maximum amount payable by DFAT to the Contractor under this Ad Hoc Service Tasking Note shall not exceed the sum of *A\$Amount – total reimbursable costs* plus GST if any up to a maximum amount of *A\$Insert 10 percent of the Agreement amount*. DFAT shall not be liable for any costs or expenditure incurred by the Contractor in excess of the Not To Exceed Amount.
- 5.2 The maximum amount payable is comprised of the following items:
 - (a) Management Fees not exceeding the sum of **AUD**[insert amount] plus GST;

- (b) Personnel Fees up to a maximum of AUD[insert amount] plus GST; and
- (c) Personnel Support Costs up to a maximum of AUD[insert amount] plus GST.

6. PERSONNEL FEES

- 6.1 The maximum amount payable to the Contractor in Personnel Fees shall not exceed the sum of AUD[insert amount] plus GST.
- 6.2 DFAT shall reimburse the Contractor at actual cost up to a maximum of AUD[insert amount] plus GST for Personnel Fees, in accordance with the Contract and the rates set out in Table 1 (Remuneration Rates) below.

Table 1: Remuneration Rates

Position Category	Remuneration rate

7. PERSONNEL SUPPORT COSTS

- 7.1 The maximum amount payable to the Contractor in Personnel Support Costs shall not exceed the sum of AUD[insert amount] plus GST.
- 7.2 DFAT shall reimburse the Contractor at actual cost up to a maximum of AUD[insert amount] plus GST for Personnel Support Costs, in accordance with the Contract and Table 2 (Personnel Support Costs) below.

Table 2 (Personnel Support Costs)

Category	Number of Inputs	Value per Input	Total Value (AUD)
Airfares			
Accommodation			
Travelling Allowance			
International Communication Costs			
Compulsory Arrival and Departure Taxes			
In country Transport Costs			
Security			
Total Personnel Support Costs			

Issued for and on behalf of the **Commonwealth of Australia** represented by the Department of Foreign Affairs and Trade by:

Signature of DFAT Contract Manager
(Director, Ebola Taskforce)

in the presence of:

Name (Print)

Signature of witness

Dated: _____

Name of witness



Australian Government

Department of Foreign Affairs and Trade

DFAT – Services Contract

Commonwealth of Australia represented by the Department of Foreign Affairs and Trade (ABN 47 065 634 525) ('**DFAT**')

Aspen Medical Pty Limited (ABN 35 105 250 413) ('**Contractor**')

FOR

Sierra Leone Ebola Response Phase II (Africa)

DFAT AGREEMENT NUMBER: 71021

CONTRACT made 5th day of December 2014

BETWEEN:

COMMONWEALTH OF AUSTRALIA represented by the Department of Foreign Affairs and Trade ("DFAT") ABN 47 065 634 525.

AND

ASPEN MEDICAL PTY LIMITED, ABN 32 105 250 413 of 2 King St, Deakin ACT 2600 (the "Contractor").

RECITALS:

- A. DFAT and the Government of New Zealand have agreed to co-fund the operation and maintenance of an Ebola treatment centre in Sierra Leone (the "Project").
- B. DFAT requires the provision of certain Services for the Project.
- C. The Contractor has expertise in the provision of the Services and has offered to provide the Services to DFAT subject to the terms and conditions of this Contract.

OPERATIVE:

DFAT and the Contractor promise to carry out and complete their respective obligations in accordance with the attached **Parts 1-7** and the Schedules.

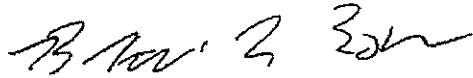
SIGNED for and on behalf of the

COMMONWEALTH OF AUSTRALIA

represented by the

Department of Foreign Affairs and Trade by:

in the presence of:

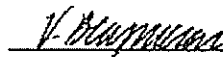


Signature of Delegate

Blair Exell

Name of Delegate

(Print)



Signature of witness

Victoria Bergmann

Name of witness

(Print)

SIGNED for and on behalf of

ASPEN MEDICAL PTY LIMITED

pursuant to s.127 of the *Corporations Act 2001* (Cth) by:

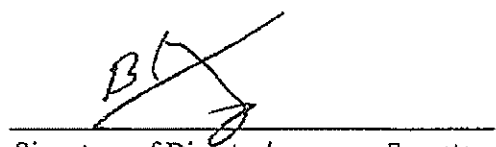


Signature of Director

Glenn Keys

Name of Director

(Print)



Signature of Director/company Secretary

BRUCE ARMSTRONG

Name of Director/company Secretary

(Print)

STRUCTURE OF THE CONTRACT

This Contract has seven (7) **Parts** and seven (7) **Schedules** as follows:

Parts 1-6 Standard Contract Conditions

Part 7 Project Specific Conditions

Schedule 1 Statement of Requirements

Schedule 2 Pricing Schedule

Schedule 3 Deed of Confidentiality

Schedule 4 Confidential Information

Schedule 5 Partner Performance Assessment

Schedule 6 S&Q Services

Schedule 7 Plans

CONTRACT DETAILS

Parties:	DFAT and the Contractor		
DFAT:	The Commonwealth of Australia represented by the Department Foreign Affairs and Trade (ABN 47 065 634 525)		
Address:	R.G Casey Building, John McEwen Crescent Barton, ACT 0221		
DFAT's (Management) Representative:	Contact Information:	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
	Phone:	[REDACTED]	[REDACTED]
	Mobile:	[REDACTED]	[REDACTED]
DFAT Escalation Representative:	Contact Information:	Bill Costello	
		[REDACTED]	
	Phone:	[REDACTED]	
	Mobile:	[REDACTED]	
Contractor :	Aspen Medical Pty Limited (ABN 32 105 250 413)		
	Small Business:	N	Registered for GST: Y
Contractor's (Management) Representative:	Name:	[REDACTED]	Telephone: [REDACTED]
	Position:	Operations Manager- West Africa	
	Street address:	Suite 17C 2 King St Deakin, ACT, 2600	
	Postal address:	As Above	
	E-mail address:	[REDACTED]	
Contractor's Escalation Representative:	Name:	Bruce Armstrong	Telephone: [REDACTED]
	Position:	Chief Operating Officer	
	Street address:	Suite 17C 2 King St Deakin, ACT, 2600	
	Postal address:	As Above	
	E-mail address:	[REDACTED]	

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PART 1 – COMMON PROVISIONS

1. DEFINITIONS

1.1. In this Contract:

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

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

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

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

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

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

Claim means any claim, notice, demand, action, proceeding or litigation, however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort, statute or otherwise.

Commencement Date is the date of execution of this Contract by the Parties.

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

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

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

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

Contractor Confidential Information means information that is by its nature confidential and/or is designated as confidential in Schedule 4 (Confidential

Information) but does not include this Contract or information which is or becomes public knowledge other than by breach of this Contract or any other confidentiality obligation.

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

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

Covered Workers means Personnel of the Contractor who are workers (within the meaning of the WHS Act):

- (a) engaged, or caused to be engaged by DFAT; or
- (b) whose activities in carrying out work are influenced or directed by DFAT, while at work (wherever occurring) in DFAT's business or undertaking.

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

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

Day/s means calendar days.

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

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

DFAT Material means any Material created by DFAT, and/or provided by DFAT to the Contractor.

DFAT Representative means the person nominated by DFAT in the Contract Details.

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

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

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

retention.

Escalation Representative means the Representative appointed by either the Contractor or DFAT as described in the Contract Details.

ETC or Ebola treatment centre means the Ebola treatment centre at Hastings Airfield, Freetown, Sierra Leone.

EVD means Ebola virus disease.

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

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

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

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

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

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

Liabilities means all liabilities, Losses, damages, outgoings, costs and expenses of whatever description.

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

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

Mobilisation Agreement means the Sierra Leone Response Mobilisation Agreement (No. 70961) between the Parties dated 14 November 2014.

Mobilisation Services means services provided by the Contractor under the Mobilisation Agreement prior to the Commencement Date.

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

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

MOU or Treaty means the arrangement entered into between DFAT and the Government of the relevant Partner Country which deals with the governmental arrangements applicable to this Contract.

NAA means the National Archives of Australia.

Not to Exceed Amount means, in relation to S&Q Services, an amount specified in the quote which the Contractor must not exceed in performing the S&Q Services.

Partner Country means Sierra Leone, the country in which the Services are to be delivered.

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

Party means DFAT or the Contractor.

Persistent Breach means **three (3)** or more breaches of the same Performance Standard as outlined in **clause 7** of the Standard Conditions or any performance standards outlined in **Schedule 1** (Statement of Requirements) in any Australian calendar year.

Personnel means the Contractor's officers, employees, agents, advisers, Contractors and subcontractors (including their respective personnel), and includes Specified Personnel and Associates.

Pre-existing Contractor Material means any Material developed by the Contractor that:

- (c) is in existence at the Commencement Date or is subsequently brought into existence other than as a result of the performance of this Contract, and
- (d) is embodied in, or attaches to, the Services or is otherwise necessarily related to the functioning or operation of the Services.

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

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

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

PPE means personal protective equipment.

Project means the project described in **Recital A** and **Schedule 1**.

Project Administration and Equipment means goods and services required by the Contractor to be obtained from third parties to undertake the Project.

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

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

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

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

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

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

Relevant Claim means a Claim made by a third party (other than the Contractor's employees) against the Contractor arising out of the transmission of Ebola to any person by a Relevant Employee.

Relevant Employee means an employee of the Contractor who contracts Ebola while engaged in the provision of the Services.

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

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

Services means the Services described in the Contract Details, **Schedule 1** (Statement of Requirements) and the Contractor's other obligations under the Standard Conditions of this Contract.

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

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

S&Q Services means a service related to the Project that can be provided by the Contractor in addition but not incidental to the Services.

S&Q Tasking Note means a tasking note indicating the acceptance by DFAT of a quote provided by the Contractor under **Clause 52**.

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

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

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

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

Term means the period starting on the Commencement Date and ending on the date on which the Contractor has performed the last of its obligations under this Contract.

Third Party Claim means:

- (a) a Claim made by a third party against the Contractor; or
 - (b) a Claim the Contractor is entitled to make against a third party,
- in each case that may result or is based on anything that may result, in a Relevant Claim.

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

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

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

WHS Act means the *Work Health and Safety Act 2011* (Cth) and any corresponding WHS law as defined in that Act.

WHS Laws means the WHS Act and regulations made under the WHS Act.

World Bank List means a list of organisations maintained by the World Bank in its "Listing of Ineligible Firms" or "Listings of Firms, Letters of Reprimand" posted at: <http://web.worldbank.org>

2. INTERPRETATION

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

- (a) a reference to this Contract or another instrument includes any variation, amendment, novation, or replacement of any of them;
 - (b) words in the singular include the plural and vice versa;
 - (c) words denoting a gender include all genders;
 - (d) a reference to a person includes a natural person and any type of body or entity whether incorporated or governmental, and any executor, administrator or successor in law of the person;
 - (e) a reference to any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (f) “shall” and “must” denote an equivalent positive obligation;
 - (g) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
 - (h) a reference to ‘dollars’, ‘\$’ or AUD is a reference to Australian currency;
 - (i) a reference to any Party to this Contract includes a permitted substitute or a permitted assign; and
 - (j) if a word or phrase is defined, other parts of speech have a corresponding meaning.
- 2.2. No rule of construction shall apply in the interpretation of this Contract to the disadvantage of one Party on the basis that such Party put forward or drafted this Contract or drafted any provision of this Contract.
- 2.3. DFAT may exercise a right or remedy or give or refuse to give its consent in any way it considers appropriate (including by imposing conditions). Where DFAT is required to be satisfied as to a matter, it may be satisfied in its sole and absolute discretion.
- 2.4. The Contractor will promptly, at its expense, do anything required by law or that DFAT reasonably requests to give effect to this Contract (such as obtaining consents, or signing and producing documents in a form and content satisfactory to DFAT).

3. INCONSISTENCY

- 3.1. If there is any inconsistency (whether express or implied from the Contract or otherwise) between the Standard Contract Conditions and a Schedule to the Contract, the Schedules are to be read subject to the Standard Contract Conditions and the relevant provisions of Standard Contract Conditions prevail to the extent of the inconsistency unless explicitly amended in the Project Specific Contract Conditions (Part 7).
- 3.2. If there is any inconsistency between Schedules, the following order of priority in interpretation applies:
- (a) the Statement of Requirements (**Schedule 1**);
 - (b) the Pricing Schedule (**Schedule 2**); and

- (c) all other Schedules.
- 3.3. If there is any inconsistency between the contents of a Schedule in circumstances where the Schedule is made up of a number of sub-documents, the body of the Schedule will take priority over the sub-documents. The sub-documents have equal status.

4A. TERMINATION OF MOBILISATION AGREEMENT

- 4A.1 The Parties agree that the Mobilisation Agreement is terminated on and with effect from the Commencement Date, and the Parties are released from further performing their obligations under the Mobilisation Agreement from that date.
- 4A.2 Termination of the Mobilisation Agreement under Clause 4A.1 does not affect the Parties' accrued rights and remedies under the Mobilisation Agreement.
- 4A.3 Notwithstanding any other provision of this Contract or the Mobilisation Agreement, and subject to Clause 4A.4, the Contractor remains entitled to payment in accordance with the Mobilisation Agreement in respect of the Mobilisation Services provided by the Contractor prior to the Commencement Date.
- 4A.4 The maximum amount payable to the Contractor under the Mobilisation Agreement in respect of:
 - (a) the Mobilisation Services (being for Management Fees, Personnel Fees, Personnel Support Costs and Ad Hoc Services Fees, each as defined in the Mobilisation Agreement) shall not exceed the sum of **AUD711,004.54** plus GST in aggregate;
 - (b) Management Fees (as defined in the Mobilisation Agreement) shall not exceed **AUD XXX** plus GST;
 - (c) Personnel Fees (as defined in the Mobilisation Agreement) shall not exceed **AUD XXX** plus GST;
 - (d) Personnel Support Costs (as defined in the Mobilisation Agreement) shall not exceed **AUD156,937.24** plus GST; and
 - (e) Ad Hoc Services Fees (as defined in the Mobilisation Agreement) shall be nil.

4. CONTRACT TERM

- 4.1. This Contract commences on the Commencement Date and continues for the Term, or until this Contract is terminated, except for any clauses which survive termination.
- 4.2. Subject to Clause 54, the Contractor must commence provision of the Services on 5 December 2014 and must provide the Services for the period specified in Schedule 1. The Contractor must not commence delivery of clinical services in the Ebola treatment centre until DFAT has

approved the Readiness to commence service delivery report and the Standard Operating Procedures report.

- 4.3. The Contractor grants to DFAT an option to extend the period of service provision under this Contract by up to 3 periods of 1 month. DFAT may exercise the option by notifying the Contractor in writing prior to the date of completion of the Services. If DFAT exercises the option, the Contractor must continue to provide the Services for the extended period on the terms and conditions contained in this Contract, except that:
- (a) if DFAT exercises the first or second option period, this Clause 4.3 shall be amended to reduce the option periods on each occasion; and
 - (b) if DFAT exercises the third option, this Clause 4.3 shall no longer apply.
- 4.4. Each Party must bear and is responsible for its own costs in connection with the preparation, execution and carrying into effect of this Contract.

5. SCOPE

- 5.1. This Contract sets out the terms and conditions on which the Contractor agrees to provide the Services and to secure the aims and objectives of the Project.
- 5.2. The Services to be provided by the Contractor are detailed in Schedule 1 (Statement of Requirements).
- 5.3. This Contract constitutes the sole and entire agreement between the Parties about its subject matter.

6. CONTRACTOR OBLIGATIONS

- 6.1. The Contractor must:
- (a) provide DFAT with the Services as described in Schedule 1 (Statement of Requirements) in addition to providing DFAT with any incidental Services to enable performance of this Contract;
 - (b) follow DFAT directions (including those issued by an Australian Embassy and High Commission) and cooperate with any third party appointed by DFAT to provide the Services including the provision of any reasonable assistance to third party providers of Services as DFAT may request;
 - (c) obtain and maintain workers' compensation insurance for its Personnel, both in Australia, and in any relevant Country it operates in, as required by law; and
 - (d) remain responsible for the payment of any taxes, or entitlements, other statutory charges and/or any other amount payable to its Personnel and agrees to indemnify DFAT in relation to any fine, penalty or other charge imposed on DFAT as a result of the Contractor's non-compliance with this Clause 6.1.
- 6.2. Without limiting Clause 6.1, the Contractor acknowledges and agrees that the patient capacity of the ETC at any particular point in time during the provision of the Services will be in accordance with any written DFAT

directions in regards to the implementation of the roll-out plan and any scaling up or scaling down strategy provided by the Contractor in accordance with Schedule 1 (Statement of Requirements). Upon receipt of a written DFAT direction to scale down the patient capacity of the ETC, the Contractor must immediately do everything possible to mitigate its costs and expenses in connection with, or arising out of, that scale-down. For the avoidance of doubt, a scale down of the patient capacity of the ETC is not a reduction in the scope of the Services for the purposes of Clause 51 of this Contract.

7. PERFORMANCE STANDARDS

- 7.1. Where delivering the Services, the Contractor must at all times meet the performance standards outlined in this Clause 7 and any performance standards outlined in Schedule 1 (Statement of Requirements).
- 7.2. Where this Contract is for Services they must be provided by the Contractor:
- (a) with high levels of due skill, care and diligence;
 - (b) to a professional standard and in a timely manner; and
 - (c) using experienced, trained and fully qualified Personnel.
- 7.3. Where this Contract requires the Contractor to procure Supplies for the purpose of delivery of the Services, those Supplies must:
- (a) be reasonably fit for their intended purpose;
 - (b) be carried out in the most cost-effective manner and using materials suitable for the purpose;
 - (c) be provided in compliance with all relevant Australian (or if none apply, international) and Partner Country industry standards, best practice, guidelines and codes of practice;
 - (d) ensure any product resulting from the goods will be of such a nature and quality, state or condition that they can be reasonably expected to achieve their intended result; and
 - (e) be provided in a way that demonstrates the Contractor has sought to improve the quality, effectiveness and efficiency of the Goods at every opportunity.

8. WARRANTIES AND RISK

- 8.1. Not Used.
- 8.2. Not Used.
- 8.3. The Contractor warrants that it has made its own assessment of all information made available to the Contractor in respect of the Services and sought all appropriate professional advice.
- 8.4. The Contractor warrants that it has full corporate power and authority to enter into, perform and observe its obligations under this Contract and that

the execution, delivery and performance of this Contract shall be duly and validly authorised by all necessary corporate action.

- 8.5. Where the Contractor is a trustee, the Contractor warrants that it enters this Contract personally and in its capacity as trustee has the power to perform its obligations under this Contract.
- 8.6. Not Used.
- 8.7. Not Used.

Services

- 8.8. In relation to the Services provided by the Contractor under this Contract, the Contractor represents and warrants that:
 - (a) its Personnel have the necessary experience, training, qualifications, skill, knowledge, expertise and competence to perform the Services; and
 - (b) the Services or related products are free from defects in design, performance and workmanship and are safe and durable.

DFAT Supplied Items

- 8.9. The Contractor is responsible for the provision of all items of equipment, goods, materials, services and facilities to provide the Services. There is no requirement or obligation of DFAT to provide or procure the provision of any DFAT Supplied Items.
- 8.10. The Contractor warrants that it and its Personnel will:
 - (a) use in a proper manner and maintain in good order all DFAT Supplied Items (if any) which the Contractor and its Personnel may use in the course of providing the Services under this Contract; and
 - (b) promptly return all DFAT Supplied Items (if any) upon completion of use or otherwise upon expiry or termination of this Contract.

The Ebola Treatment Centre

- 8.11. The Contractor acknowledges that the Ebola treatment centre in the Partner Country is being provided by a third party, and that DFAT is not responsible for the provision of that centre nor whether it is appropriate or adequate. It is the Contractor's sole responsibility to ensure that the Contractor is able to provide the Services from the Ebola treatment centre provided to it by the third party. DFAT makes no warranty or assurance in relation to the Ebola treatment centre.
- 8.12. The Contractor must keep the Ebola treatment centre in the same condition as it was in on the date the Ebola treatment centre was first provided to the Contractor, except for fair wear and tear.
- 8.13. The Contractor at its own cost must promptly repair any damage to the Ebola treatment centre except for fair wear and tear.
- 8.14. If the Ebola treatment centre is damaged or destroyed, and as a result the Contractor cannot use or access the Ebola treatment centre, the Contractor must inform DFAT as soon as it is reasonable practical to do so.
- 8.15. DFAT is not required to maintain, repair, rebuild or reinstate the Ebola

treatment centre in any circumstances.

9. CONFLICT OF INTEREST

- 9.1. The Contractor warrants that, at the date of signing this Contract, no conflict of interest exists, or is likely to arise in the performance of its obligations under this Contract.
- 9.2. The Contractor must use its best endeavours to ensure that no conflict of interest arises in relation to the performance of any aspect of this Contract.

10. INSURANCES

- 10.1. The Contractor must arrange and maintain for the Term of the Contract unless otherwise specified:
 - (a) Travel insurance: adequate to cover international travel of Personnel;
 - (b) Public liability: Public Liability insurance with a limit of at least AUD50,000,000.00 per occurrence, with unlimited occurrences (noting however that the policy has an exclusion for communicable diseases), which covers Loss of, or damage to, or Loss of Use of any real or personal property and/or any personal injury to, illness or death of any person arising from the performance of the Contract;
 - (c) Motor vehicle third party property damage insurance;
 - (d) Workers' Compensation insurance in accordance with Clause 6.1(c) which:
 - (i) fully insures the Contractor for any amount it becomes liable to pay under any statute relating to workers' or accident compensation or for employer's liability at common law; and
 - (ii) is effected in the Partner Country as well as every state or territory in Australia where its Personnel normally reside or in which their contract of employment was made;
 - (e) adequate property insurance covering any Contract Material, Supplies and the reinstatement of any Data while in the care, custody or control of the Contractor for its full replacement value;
 - (f) property insurance for the Ebola treatment centre for an amount no less than USD6,500,000.00;
 - (g) adequate Professional Indemnity insurance to cover the Contractor's obligations under this Contract, being an amount not less than AUD20,000,000.00 per occurrence and AUD40,000,000.00 in the aggregate. The Contractor must maintain the necessary insurance each year until the expiration of three (3) years after the full Term of the Contract or earlier termination of the Contract; and

- (h) medical indemnity insurance.
- 10.2. Where there is no workers compensation legislation in force in the Partner Country, the Contractor shall arrange adequate personal accident and illness insurance (accidental death and weekly benefits) for any of its Personnel not otherwise covered for the Term of the Contract.
- 10.3. The Contractor must, within fourteen (14) Business Days after a request by DFAT, provide for any insurance policy: a certificate of currency, a list of exclusions; and the amount of excess payable.
- 10.4. Where any policy is to be cancelled, or the level of cover reduced, the Contractor must give DFAT at least fourteen (14) Business Days prior notice of the cancellation.
- 10.5. Neither the arrangement and maintenance of insurance nor any failure to arrange and maintain such insurance shall in any way limit, reduce or otherwise affect any of the obligations, responsibilities and liabilities of the Contractor under the other provisions of this Contract or at law.
- 10.6. Failure by the Contractor to maintain all necessary insurances will entitle DFAT to terminate this Contract immediately in accordance with Clause 49 (Termination for Breach).
- 10.7. In the event of an insurance claim any deductible or excess payable will be the responsibility of the Contractor.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. This Clause 11 does not affect the ownership of the Intellectual Property Rights in any Pre-existing Contractor Material or Third Party Material.
- 11.2. The Contractor must obtain all necessary copyright and other Intellectual Property Rights permissions before making any Pre-Existing Contractor Material or Third Party Material available as a part of the Services.
- 11.3. All Intellectual Property Rights in the Contract Material vests in the Contractor on creation.
- 11.4. To the extent that DFAT needs to use any of the Contract Material, Pre-Existing Contractor Material or Third Party Material to receive the full benefit of the Services or for any other legitimate purpose of the Commonwealth, the Contractor grants to, or must use reasonable endeavours to obtain for, DFAT, a perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Contract Material, Pre-Existing Contractor Material or Third Party Material.
- 11.5. The licence granted to DFAT under Clause 11.4 does not include a right to exploit the Contract Material, Pre-Existing Contractor Material or Third Party Material for DFAT's commercial purposes.
- 11.6. The Contractor must deliver all Contract Material to DFAT or to the Partner Government counterpart agency as may be directed in writing by DFAT.

11.7. The Contractor warrants that:

- (a) the warranted Materials and DFAT's use of those warranted Materials, will not infringe the Intellectual Property Rights or Moral Rights of any person, and
- (b) it has the necessary rights to grant the licences as provided in this Clause 11.

11.8. If a third party claims, or DFAT reasonably believes that a third party is likely to claim, that all or part of the warranted Materials infringe their Intellectual Property Rights or Moral Rights the Contractor must, in addition to the Contractor's obligation under Clause 12 (Contractor Indemnity) and to any other rights that DFAT has against the Contractor, promptly, at the Contractor's expense:

- (a) secure the rights for DFAT to continue to use the affected warranted Materials free of any claim or liability for infringement; or
- (b) replace or Modify the affected warranted Materials so that the warranted Materials or the use of them does not infringe the Intellectual Property Rights or Moral Rights of any other person without any degradation of the performance or quality of the affected warranted Materials.

11.9. The Contractor warrants or undertakes that the author of any Contract Material, other than Pre-existing Material, has given or will give written consent to the Specified Acts (whether those Specified Acts occur before or after the consent is given) and that such consent extends directly or indirectly to DFAT.

12. CONTRACTOR INDEMNITY

12.1. The Contractor indemnifies DFAT (and its officers, employees, and agents) against any Loss suffered or incurred (including personal injury, death and legal costs and expenses on a solicitor/own client basis) and the cost of time and resources arising from:

- (a) a breach of the Contractor's performance of this Contract;
- (b) an infringement, or an alleged infringement, of the Intellectual Property Rights of any person, which occurred by reason of the performance or use of the Services;
- (c) an infringement or an alleged infringement of the provisions of the *Privacy Act 1988* (Cth), in connection with the Services;
- (d) an investigation carried out by the Ombudsman which results in an adverse finding and arises directly or indirectly, as a result of, and/or due to conduct of the Contractor or its Personnel;
- (e) any negligent act or omission of the Contractor's or the Contractor Personnel's in connection with this Contract; and/or

- (f) any act or omission involving fault on the Contractor's or the Contractor Personnel's part in connection with this Contract.
- 12.2. The indemnity in this clause 12 is reduced to the extent that the Loss or liability is caused by the default or unlawful or negligent act or omission of DFAT, its employees or contractors (except the Contractor).
- 12.3. DFAT must take any reasonable action to mitigate any Loss arising out of clause 12.1.
- 12.4. Subject to Clause 12.5, the maximum liability of the Contractor arising out of or in connection with the indemnity in Clause 12.1 is limited to **AUD XXX** in aggregate.
- 12.5. Clause 12.4 does not apply, and the Contractor's liability is not limited, in respect of any Loss suffered or incurred in connection with:
 - (a) personal injury and death;
 - (b) loss of, or damage to, third party property in respect of which a claim against DFAT is made;
 - (c) Commonwealth property;
 - (d) breach of Intellectual Property rights, confidentiality, privacy or security obligations;
 - (e) fraud or wilful default (being a default where the breach relates to an act or omission that is intended to cause harm, or otherwise involves recklessness in relation to an obligation not to cause harm); or
 - (f) unlawful (not including breach of Contract) or illegal acts.

12A. DFAT INDEMNITY

12A.1 INDEMNITY BY DFAT

Subject to Clause 12A.2 and Clause 12A.3 and the Contractor's compliance with Clauses 12A.4 to 12A.7, DFAT indemnifies the Contractor against all Liabilities suffered or incurred by the Contractor in respect of all Relevant Claims.

12A.2 EXCEPTIONS TO CLAUSE 12A.1

The indemnity contained in Clause 12A.1 does not apply:

- (a) to the extent that the Contractor is entitled or has a right to an indemnity, insurance or payment from a third party (including any insurer but excluding any employee of the Contractor) in relation to the Relevant Claim; or
- (b) in respect of Relevant Claims where:
 - i. the Contractor has failed to provide a detailed briefing and training,

including on the Contractor's protocols and procedures regarding post-deployment management, to the Relevant Employee in accordance with this Contract or has failed to contractually oblige the Relevant Employee to comply with those requirements; or

- ii. the Contractor has otherwise failed to take all reasonable action in the circumstances to prevent the transmission of Ebola by that Relevant Employee.

12A.3 CAP ON DFAT LIABILITY

The maximum liability of DFAT arising out of or in connection with the indemnity in Clause 12A.1 is limited to **AUD XXX** in aggregate in respect of all Claims.

12A.4 CONTRACTOR'S GENERAL OBLIGATIONS

The Contractor must:

- (a) notify DFAT promptly and in any event, within 2 days of any Third Party Claim; and
- (b) make all reasonable efforts to avoid or mitigate its Liability in respect of any Third Party Claim.

12A.5 IF DFAT CONDUCTS A THIRD PARTY CLAIM

DFAT may elect at any time to control the conduct of any Third Party Claim. If DFAT elects to control the conduct of a Third Party Claim:

- (a) DFAT must:
 - i. conduct the Third Party Claim in good faith; and
 - ii. provide written reports to the Contractor at reasonable and regular intervals about progress of the Third Party Claim.
- (a) The Contractor must:
 - i. take all steps reasonably necessary to allow DFAT to control the Third Party Claim as DFAT thinks appropriate;
 - ii. take all action and render all assistance reasonably requested by DFAT in connection with the Third Party Claim;
 - iii. not admit liability for, negotiate, enter into any agreement about, settle or compromise the Third Party Claim without DFAT's prior written consent;
 - iv. allow DFAT to negotiate, enter into any agreement about, settle or compromise the Third Party Claim as DFAT thinks appropriate; and
 - v. allow DFAT and its representatives to have access to personnel and to relevant premises, assets and records (copies of which may be taken at DFAT's cost) in the power, possession or control of the Contractor as

reasonably necessary to assist DFAT with the conduct of the Third Party Claim.

12A.6 IF DFAT DOES NOT CONDUCT A THIRD PARTY CLAIM

If DFAT does not elect to control the conduct of a Third Party Claim or in any period before it so elects, the Contractor must:

- (a) if the Third Party Claim entitles the Contractor to make a Claim against a third party, take all reasonable steps to pursue the Third Party Claim;
- (b) conduct the Third Party Claim in good faith with regard to all matters material to the interests of DFAT;
- (c) provide written reports to DFAT at reasonable and regular intervals about progress of the Third Party Claim; and
- (d) not admit liability, enter into any agreement about, settle or compromise the Third Party Claim without DFAT's prior written consent.

12A.7 REIMBURSEMENT IF SUBSEQUENT RECOVERY FROM THIRD PARTIES

If the Contractor receives any payment from or on behalf of DFAT for any Claim (**Indemnity Payment**) and the Contractor subsequently recovers any amount from any third party (including under a Third Party Claim) for anything in respect of that Claim (**Recovered Amount**), the Contractor must promptly:

- (a) notify DFAT of the Recovered Amount; and
- (b) pay DFAT an amount equal to the lesser of:
 - i. the Recovered Amount; and
 - ii. the Indemnity Payment.

13. BRANDING

13.1. The Contractor must:

- (a) identify, and with prior DFAT approval, implement appropriate opportunities for publicising the Project (including signage at each Project site that acknowledges the funding of the Project) in accordance with DFAT Guideline "Branding aid projects and initiatives: for managing contractors, NGOs, multilaterals and other partners" at all times;
- (b) only use the Australian Government/DFAT crest logo with prior approval, (in-line version or stacked version) in Australia or the Australian Aid identifier overseas to denote association with Australia, the Australian Government or DFAT in any publicity or other project related materials; and

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

14. PUBLICITY

- 14.1. The Contractor may not make media or other announcements or releases relating to this Contract without DFAT's prior written approval except to the extent that the announcement or release is required to be made by law.

15. AGENCY

- 15.1. The Contractor, and its Personnel are not, will not be deemed to be and must not represent themselves as being, by virtue of this Contract, an employee, partner or agent of DFAT.
- 15.2. The Contractor acknowledges that it has no authority to bind DFAT without DFAT's specific consent.

16. AMENDMENT

- 16.1. The Contractor must not do anything that amounts to a variation of this Contract in whole or in part otherwise than in accordance with this Clause.
- 16.2. Except as set out in Clause 52.6(a), the provisions of this Contract may not be amended either in law or in equity except in writing and substantially in the form of a Deed of Amendment signed by both DFAT and the Contractor.

17. WAIVER

- 17.1. A waiver by either Party of a breach of a particular provision of this Contract by the other Party does not operate as a waiver in respect of any other breach, and the failure of either Party to enforce at any time a provision of this Contract is not to be interpreted as a waiver of the provision.

18. SEVERANCE

- 18.1. If any term or condition of this Contract is not enforceable, other terms or conditions of the Contract that are self-sustaining and capable of separate enforcement are to continue in operation.

19. ASSIGNMENT

- 19.1. The Contractor may not assign or transfer any of its rights or obligations under this Contract without DFAT's prior written approval.

20. SURVIVAL

- 20.1. The following clauses survive termination and expiry of this Contract:
Clause 8 (Warranties and Risk), Clause 10 (Insurances), Clause 11 (Intellectual Property Rights), Clause 12 (Contractor Indemnity), Clause 12A (DFAT Indemnity), Clause 23 (Investigation by the Ombudsman),

Clause 25 (Fraud), Clause 30 (Confidentiality), Clause 31 (Privacy), Clause 37 (Recordkeeping), Clause 39 (Audit) and any other clause, which by their nature, survive the expiry or termination of this Contract.

- 20.2. In addition to the survival of clauses outlined at Clause 20.1, the expiry or termination of this Contract will not extinguish or affect any rights of either Party against the other accrued prior to termination, or arising at any future time from any breach or non-observance of obligations under this Contract.

21. GOVERNING LAW AND JURISDICTION

- 21.1. This Contract and any transactions contemplated under this Contract are governed by, and are to be construed in accordance with the laws of the Australian Capital Territory. Each Party to the Contract unconditionally submits to the exclusive jurisdiction of the courts of the Australian Capital Territory.

22. NOTICES

- 22.1. A notice given under this Contract:
- (a) must be in writing, signed by the Representative, or other authorised officer, marked for the attention of the person set out below and sent to that persons relevant address, by prepaid ordinary post (airmail if posted to or from a place outside Australia) or by facsimile transmission, or by email to the person's email address; and
 - (b) will be taken to be received on the date it is delivered (if hand-delivered to the Party), in the case of a pre-paid letter sent by ordinary mail, on the third Business Day (seventh, if posted to or from a place outside Australia) after posting, or on the date of transmission if sent in its entirety to the recipient's facsimile machine (if sent by facsimile), or in the case of email, when it is delivered to a system from which the addressee can retrieve it.
- 22.2. The addresses, email addresses and fax numbers of the Parties are as set out in the Contract Details.

PART 2 - COMPLIANCE

23. INVESTIGATION BY THE OMBUDSMAN

- 23.1. In carrying out the Services, the Contractor, and an employee or sub-contractor of the Contractor, may be a "Commonwealth service provider" under Section 3BA of the Ombudsman Act 1976 (Cth).
- 23.2. The Contractor must use its best endeavours, and must ensure that employees and sub-contractors of the Contractor use their best endeavours, in undertaking the Services, not to engage in conduct that:
- (a) would, if the Contractor or an employee or sub-contractor were an officer

of DFAT, amount to a breach of duty or to misconduct; or

- (b) should be brought to the attention of the principal officer of DFAT as defined in the *Ombudsman Act 1976* (Cth).
- 23.3. If the Commonwealth Ombudsman commences an investigation of conduct of the Contractor, as a Commonwealth service provider, the Contractor, at the cost of the Contractor, must cooperate with the investigator including:
- (a) providing all documentation required by the investigator;
 - (b) making Contractor Personnel available to assist the investigator; and
 - (c) allowing the investigator, at any reasonable time of the day, to enter a place occupied by the Contractor and carry on the investigation at that place.
- 23.4. If the Ombudsman brings evidence to the notice of DFAT concerning the conduct of the Contractor, or of an employee or sub-contractor of the Contractor, the Contractor must, at the cost of the Contractor, take whatever remedial action is required by DFAT or by the Ombudsman to rectify the situation.

24. COUNTER-TERRORISM

- 24.1. The Contractor must ensure that funds provided under this Contract (whether through a subcontract or not) do not provide direct or indirect support or resources to:
- (a) organisations and/or individuals associated with terrorism, and
 - (b) organisations and individuals for whom Australia has imposed sanctions under: the *Charter of the United Nations Act 1945* (Cth) and regulations made under that Act; the *Autonomous Sanctions Act 2011* (Cth) and regulations made under that Act or the World Bank List or a Relevant List.
- 24.2. Nothing in Clause 24 requires the Contractor to check whether a patient of the Ebola treatment centre is an individual referred to in Clause 24.1 (b) or to refuse treatment to such an individual.

25. FRAUD

- 25.1. The Contractor must not, and must ensure that Personnel do not, engage in any Fraud and must prevent and detect Fraud, including Fraud by its Personnel.
- 25.2. Within one month of the Commencement Date, the Contractor must conduct a Fraud risk assessment and produce a Fraud control strategy in compliance with the Commonwealth Fraud Control Framework available at www.ag.gov.au. The risk assessment and strategy must contain appropriate fraud prevention, detection, investigation and reporting

processes and procedures.

- 25.3. The Contractor is responsible for preventing and detecting Fraud including Fraud within those functions outsourced / performed by a sub-contractor or under any other arrangement established by the Contractor relating to the performance of this Contract.
- 25.4. The Contractor must ensure that Personnel are responsible and accountable to the Contractor for preventing and reporting any Fraud as part of their routine responsibilities. The Contractor must ensure that Personnel who are not employed by the Contractor report Fraud to the Contractor within five (5) Business Days.
- 25.5. If the Contractor becomes aware of a Fraud, it must report the matter to DFAT in writing within five (5) Business Days. The written report to DFAT must be signed by a Contractor authorised person and must include the following (where known):
 - (a) the name of the Project under which DFAT funding is being provided;
 - (b) name of any Personnel (including any sub-contractors) involved;
 - (c) the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
 - (d) the names of the suspected offender(s) (where known);
 - (e) details of witnesses;
 - (f) copies of relevant documents;
 - (g) references to any relevant legislation;
 - (h) a nominated contact officer;
 - (i) any other relevant information (eg, political sensitivities, any other party or agency that has been informed, involved or that can assist with investigations); and
 - (j) the current status of any inquiries commenced by the Contractor.
- 25.6. If a report has been made in accordance with Clause 25.5 above, the Contractor must respond within five (5) Business Days to any further requests for information DFAT may make.
- 25.7. If the Contractor becomes aware of a Fraud, the Contractor must, in consultation with DFAT, develop and implement a strategy to investigate the Fraud based on the principles set out in the Australian Government Investigations Standards.
- 25.8. The Contractor must investigate any fraud at the Contractor's cost and in accordance with any directions or standards required by DFAT. Whether the Contractor conducts an investigation or appoints an investigator to conduct an investigation, the person conducting the investigation must

possess the minimum qualifications specified in the Australian Government Investigation Standards or an equivalent agreed to by DFAT.

- 25.9. DFAT reserves the right to appoint its own investigator, conduct its own investigation or report Fraud to the appropriate law enforcement agencies or any other person or entity DFAT deems appropriate in Australia or in the Partner Country for investigation. If DFAT exercises its rights under this Clause 25.9, the Contractor must provide all reasonable assistance that may be required at its sole expense.
- 25.10. After the investigation is finished, if a suspected offender has been identified or at the direction of the Director of DFAT Fraud Control Section, the Contractor must promptly report the Fraud to the local police and any other appropriate law enforcement agency in the country where the incident has occurred, unless the Director of DFAT- Fraud Control Section agrees otherwise in writing.
- 25.11. If the investigation finds the Contractor or Personnel have engaged in Fraud, the Contractor, in consultation with DFAT, must:
- (a) if DFAT funds have been misappropriated, pay to DFAT the full value of the misappropriated funds; and
 - (b) if DFAT-funded property has been misappropriated, either return the property to DFAT or, if the property cannot be recovered or has been damaged, replace the property with property of equal or greater value or quality, or repair the property, at no cost to DFAT.
- 25.12. If the investigation finds that a person other than the Contractor or Personnel has engaged in Fraud, the Contractor must, at the Contractor's cost, take all reasonable action to recover any DFAT funds or DFAT-funded property acquired or distributed through the Fraud, including taking recovery action in accordance with recovery procedures (including civil litigation) available in the Partner Country.
- 25.13. The Contractor must keep DFAT informed, in writing, on a monthly basis, of the progress of its efforts to recover the DFAT funds or DFAT-funded property, including any recovery action.
- 25.14. If the Contractor considers that all reasonable action has been taken to recover the DFAT funds or DFAT-funded property and recovery has not been achieved or recovery has only been achieved in part, the Contractor may seek approval from DFAT that no further recovery action be taken.
- 25.15. If an investigation finds that the Contractor or Personnel have engaged in Fraud, or if DFAT discovers that a Fraud has not been reported to DFAT in accordance with Clause 25.5, DFAT reserves the right to:
- (a) terminate this Contract by giving the Contractor notice in writing specifying the date on which the termination will take effect; and
 - (b) not enter into any further agreements with the Contractor until such time as DFAT is satisfied that any recommended changes to the Contractor's management and procedures have been made in order to prevent any further Fraud from occurring and to ensure timely reporting of fraud to

DFAT.

- 25.16. Without limitation to DFAT's rights pursuant to Clauses 49 (Termination for Breach) and 25.15, if the Contractor fails to comply with its obligations under this Clause 25 with respect to a Fraud, DFAT may give the Contractor a written notice which specifies:
- (a) the obligation(s) with which the Contractor has not complied;
 - (b) the action that the Contractor must take to rectify the failure; and
 - (c) the date by which the Contractor must rectify the failure.
- 25.17. If the Contractor does not comply with a notice issued pursuant to Clause 25.16, DFAT reserves the right to:
- (a) terminate this Contract in accordance with Clause 49; and / or
 - (b) exercise its rights pursuant to Clause 25.8; and / or
 - (c) withhold payments (or parts of payments) due to the Contractor under this Contract until the Contractor has complied with the notice.
- 25.18. This Clause 25 survives the termination or expiration of this Contract, including with respect to any Fraud relating to the performance of this Contract, which is not detected until after this Contract has been terminated or has expired.

26. ANTI - CORRUPTION

- 26.1. The Contractor warrants that neither it nor its Personnel will make or cause to be made, receive or seek to receive any offer, gift or payment, or benefit of any kind, which is or could be construed as an illegal or corrupt act, either directly or indirectly to any Party, in relation to the execution of this Contract or the performance of the Services.
- 26.2. Any breach of this Clause 26 will entitle DFAT to issue a notice under Clause 49 (Termination for Breach) to terminate this Contract immediately.

27. COMPLIANCE WITH LAWS AND POLICIES

- 27.1. The Contractor is responsible for ensuring that it and Personnel comply with:
- (a) applicable laws of the Commonwealth, any State, Territory or local authority; and
 - (b) applicable Treaties, MOUs or Commonwealth Government policies as set out in this Contract or as notified to the Contractor from time to time.
- 27.2. In performing any part of this Contract outside Australia, the Contractor and its Personnel and Sub-Contractors must:
- (a) not engage in any political activity in the relevant country during the

provision of the Services;

- (b) observe all laws and respect all religions and customs of that country; and
- (c) conduct themselves in a manner consistent with the *Public Service Act 1999* (Cth) (including the Australian Public Service Values and Employment Principles and Code of Conduct).

28. SECURITY

- 28.1. The Contractor is responsible for the personal safety and security of Contractor Personnel, ensuring that both the Contractor and its Personnel comply with this Clause 28. The Contractor must comply with the Safety and Security Plan as amended from time to time.
- 28.2. If, during the Term of this Contract, the Contractor is required to access or otherwise gains access to Official Information or Security Classified Information, it agrees to comply with:
 - (a) all relevant security requirements specified in the Commonwealth Protective Security Policy Framework as minimum standards;
 - (b) the security requirements specified in this Contract; and
 - (c) any variations or additions to the security requirements under this Clause 28 that DFAT (in its absolute discretion) notifies the Contractor in writing. Such changes to the security requirements must be implemented by the Contractor from the date specified in the notice (or 5 Business Days after it receives the notice if no date is specified).
- 28.3. The Contractor must ensure that all its Personnel, when using DFAT's premises or facilities, comply with all DFAT procedures and directions relating to security.
- 28.4. If required by DFAT each of the Contractor's Personnel engaged by or on behalf of the Contractor, must meet all necessary security assessments and standards required by DFAT including:
 - (a) an identity check;
 - (b) a National Police Clearance check or equivalent;
 - (c) signing any forms notified to the Contractor by DFAT from time to time;
 - (d) holding Australian Government security clearances to the level requested by DFAT in accordance with the Commonwealth Protective Security Policy Framework, or as otherwise required by DFAT;
 - (e) attending and completing a DFAT Security Awareness Course prior to or as soon as possible after the Commencement Date at the Contractor's cost; and
 - (f) complying with any other security awareness requirements reasonably requested by DFAT.

- 28.5. DFAT will facilitate the obtaining of security clearances for Contractor Personnel. The Contractor must bear the cost of security clearances for its Personnel. If the security requirements are redefined, the Contractor is entitled to apply to DFAT for a price variation.
- 28.6. All Personnel, where DFAT considers this appropriate, must:
- (a) attend and complete a Departmental Security Awareness Course prior to or as soon as possible after the Commencement Date at the Contractor's cost; and
 - (b) comply with any other security awareness requirements reasonably requested by DFAT.
- 28.7. The Contractor acknowledges that if any of its Personnel lose their security clearance or causes a security breach, DFAT may:
- (a) after consultation with the Contractor, require the replacement of that Personnel; or
 - (b) terminate this Contract for breach.
- 28.8. The Contractor must:
- (a) notify DFAT immediately on becoming aware of any security incident or security breach and comply with all DFAT directions to rectify the security problem; and
 - (b) participate in security reviews of its procedures at least annually as requested by DFAT and participate in any security audit in relation to the Contract, providing full co-operation to DFAT or its independent auditors, including the Australian National Audit Office.

29. WORK HEALTH AND SAFETY

- 29.1. In this Clause 29, Inspector, Notifiable Incident, Regulator and WHS Entry Permit Holder have the meanings given in the WHS Act.

General Obligations

- 29.2. The Contractor must take all reasonable practical steps to ensure that the Project is performed in a safe manner.
- 29.3. The Contractor must ensure, so far as is reasonably practicable, the health and safety of:
- (a) Covered Workers; and
 - (b) other persons who may be affected by the work carried out as part of the Project.
- 29.4. The Contractor must not, and must ensure its Personnel do not, by act or omission place DFAT in breach of its obligations under the WHS Laws.
- 29.5. The Contractor must, and must ensure its Personnel, if using or accessing DFAT's premises or facilities, comply with all reasonable instructions,

directions, policies and procedures relating to work health and safety in operation at those premises or facilities, whether specifically drawn to the attention of the Contractor or as might be reasonably inferred from the circumstances.

- 29.6. Where the health and safety of any person may be affected by the performance of the Project, the Contractor must consult, cooperate and coordinate with DFAT in relation to the health and safety issue.
- 29.7. The Contractor must inform itself, and ensure its Personnel inform themselves, of DFAT's work health and safety policies and procedures relevant to the Services.
- 29.8. The Contractor must, and must ensure its Personnel:
- (a) comply with the WHS Laws in relation to work performed on the Project by Covered Workers;
 - (b) in relation to work performed on the Project by Covered Workers, comply with all relevant work health and safety policies and procedures of DFAT as might reasonably be inferred from the circumstances;
 - (c) immediately comply with any reasonable instruction from DFAT regarding work health and safety in relation to work performed on the Project by Covered Workers; and
 - (d) immediately comply with any direction in relation to work performed on the Project by Covered Workers from any person having authority under the WHS Laws to give directions.

Notifying DFAT

- 29.9. The Contractor must notify DFAT as soon as practicable of any concern the Contractor has regarding:
- (a) the health and safety of Covered Workers or others put at risk by work carried out on the Project; and
 - (b) notify DFAT in writing what remedial steps the Contractor intends to carry out in order to ensure the health and safety of Covered Workers and others in the workplace who may be affected or put at risk by work carried out on the Project.

The Contractor must immediately notify DFAT of any:

- (a) breach or suspected breach of the WHS Laws in relation to work performed on the Project by Covered Workers; or
 - (b) proceedings against, decision by the Regulator in relation to, or request from the Regulator to, the Contractor or its Personnel under the WHS Laws.
- 29.10. The Contractor must provide to DFAT a copy of any notice issued to the Contractor under the WHS Laws in relation to work performed on the Project by Covered Workers as soon as possible and in any event within 24 hours after receipt.
- 29.11. If the Contractor is required by the WHS Laws to report a Notifiable

Incident to the Regulator in relation to work performed on the Project by Covered Workers, the Contractor must:

- (a) as soon as is practicable in the circumstances, notify DFAT of the Notifiable Incident and, if requested by DFAT, provide a copy of any written notice given to the Regulator; and
- (b) if requested by DFAT, provide within the timeframe specified by DFAT a report on the Notifiable Incident, the results of any investigations into its cause, and any recommendations for prevention in the future.

Investigations

- 29.12. The Contractor must cooperate with any investigation undertaken by DFAT in relation to a Notifiable Incident, or breach or suspected breach of the WHS Laws, arising out of or in respect of the Project.
- 29.13. The requirement for, and cooperation with, investigations does not in any way reduce the Contractor's responsibility to perform its obligations in accordance with this Contract.

Documentation

- 29.14. If the Contractor is required by the WHS Laws to:
 - (a) prepare, submit, supply, obtain or review any document (including a management plan, risk assessment, safe work method statement, emergency plan, safety data sheet, notice to the Regulator or register); or
 - (b) obtain or sight any licence, permit or authorisation (Licence),
 - (c) in relation to work performed on the Project by Covered Workers, the Contractor must, before commencing or continuing work:
 - (d) prepare, submit, supply, obtain or review the document or obtain or sight the Licence as required; and
 - (e) provide a copy of the document or Licence to DFAT, allowing sufficient time for DFAT to review the document or Licence and consult as it considers appropriate.

Suspension

- 29.15. Without limiting any other right or remedy of DFAT, if DFAT is not satisfied that the Contractor is performing the Project in compliance with its work health and safety obligations under this Contract or relevant legislation, DFAT may direct the Contractor to suspend work on part or all of the Project.
- 29.16. If DFAT directs the Contractor under clause 29.15, the Contractor must suspend work on the Project as directed until the Contractor satisfies DFAT that the Project will be performed in compliance with its work health and safety obligations.

Subcontracts

- 29.17. The Contractor must ensure that any subcontract entered into in relation to work performed on the Project by Covered Workers imposes obligations on subcontractors equivalent to the obligations the Contractor has under

this Clause 29 including the requirement in relation to subcontracts.

Relationship to other obligations

- 29.18. Where there is any inconsistency between this Clause 29 and the WHS Laws, the WHS Laws prevail to the extent of the inconsistency.
- 29.19. The Contractor acknowledges that it is responsible for:
- (a) complying with its obligations under work health and safety laws; and
 - (b) performing the Project in accordance with this Contract,
 - (c) and will not be relieved of that responsibility because of:
 - (d) anything in this Clause 29 or in any policy or procedure referred to in this Clause 29;
 - (e) any instruction or direction or failure to give an instruction or direction under this Clause 29;
 - (f) any exercise of, or failure to exercise, DFAT's rights under this Clause 29; or
 - (g) any notice or other document or communication from the Contractor under this Clause 29.
- 29.20. To the extent permitted by law, DFAT is not liable to the Contractor for any Loss in connection with work health and safety in relation to Covered Workers performing work on the Project.

30. CONFIDENTIALITY

- 30.1. Neither Party, nor their Personnel may disclose, use or make public the Confidential Information of the other Party (or Confidential Information disclosed by or on behalf of the other) unless required by law, necessary for legal proceedings, provided with the written consent of the relevant Party, or required to manage the Contract. If the Confidential Information is required to be disclosed under this Clause 30.1, a Party must use all reasonable endeavours to ensure that persons receiving the Confidential Information do not further disclose the information.
- 30.2. DFAT Data (including DFAT Confidential Information) must not be removed from Australia or the relevant Partner Country.
- 30.3. If a Party is required to disclose Confidential Information by law or for legal proceedings, the disclosing Party must provide reasonable notice to the other Party.
- 30.4. The Contractor must obtain from any Personnel who will have access to DFAT Confidential Information, a written undertaking in the form set out at Schedule 3 (Deed of Confidentiality) to this Contract relating to non-disclosure of that information.
- 30.5. The Contractor acknowledges and agrees to allow DFAT to publish details and report lists of Contracts valued over certain thresholds, and identify Confidentiality agreements in accordance with Senate Order requirements.

- 30.6. The Contractor acknowledges and agrees to allow DFAT to periodically publish detailed information about work under the Contract on the DFAT website. This will include information about the Contractor's policies, plans, processes, the results of the Contractor's aid activities and DFAT's evaluations of the Contractor's performance. DFAT and the Contractor will consult prior to publication or release of information regarded as sensitive (for example, Fraud or corruption matters).
- 30.7. The identity of the Contractor's Personnel is not Confidential Information, nor is this Contract with the exception of those items specified in Schedule 4 (Confidential Information).
- 30.8. The Contractor must ensure that it obtains any necessary consent from its Personnel in relation to the requirements of this Clause 30.
- 30.9. Upon expiry or earlier termination of this Contract, the Contractor must either destroy or deliver to DFAT all DFAT Confidential Information.

31. PRIVACY

- 31.1. The Contractor, to the extent that it deals with Personal Information, when and for the purpose of, providing the Services – is a 'Contracted Service Provider within the meaning of the Privacy Act 1988 (Cth), and in accordance with the Act must:
 - (a) comply with the Australian Privacy Principles;
 - (b) take all reasonable steps to protect personal information held in connection with the Contract from loss or unauthorised access, use, modification, disclosure or other misuse;
 - (c) not to do any act or engage in any practice that would breach an Australian Privacy Principle if done or engaged in by an agency;
 - (d) to ensure that any Personnel who is required to deal with personal information for the purposes of this Contract is made aware of the obligations of the Contractor set out in this Clause 31; and
 - (e) co-operate with any reasonable request or direction of DFAT in relation to an inquiry, audit or other exercise of powers or functions, by the Privacy Commissioner.

PART 3 - CONTRACT MANAGEMENT

32. CONTRACT MANAGEMENT GROUP

- 32.1. Each Party must identify one (1) Contract Management Representative to be responsible for operational coordination and contract management and one Escalation Representative to assist in any Dispute Resolution, both to be listed in the Contract Details, and to be changed in accordance with Clause 22 (Notices).
- 32.2. If required by DFAT, this Contract Management Group may meet on a

weekly basis for the first three (3) months from the Commencement Date of this Contract and then at a frequency (at least monthly) to be agreed between the Parties.

- 32.3. The Contractor must attend and participate in all Contract Management Group meetings as directed by DFAT and when required, consult, cooperate with, and promptly provide input, information and advice to the Contract Management Group on progress and performance of the Project (including any matters, concerns, circumstances or events which may be affecting or may affect the Contractor's relationship with Stakeholders, DFAT or the Contract Management Group), and suggest actions to mitigate these, or assist in the prompt resolution of these.
- 32.4. A representative of the Contractor must take Minutes of all Contract Management Group Meetings and distribute copies of the Minutes to each member of the Contract Management Group within ten (10) Business Days after the relevant meeting.

33. REVIEW

- 33.1. At any time DFAT may itself, or may appoint an independent person or persons to conduct a review of any matter capable of affecting the performance of this Contract.
- 33.2. The Contractor and its Personnel must participate cooperatively in any reviews conducted by DFAT or its nominees, while continuing to perform its obligations under this Contract, and respond in writing to any draft review report within 28 Business Days after the date of receipt by the Contractor of the draft report.
- 33.3. Each Party must bear its own costs of any such reviews conducted by or on behalf of DFAT.

34. PERFORMANCE ASSESSMENT

- 34.1. The Contractor acknowledges and agrees that DFAT may issue in relation to this Contract:
 - (a) a Partner Performance Assessment;
 - (b) sub-contractor performance assessments; and
 - (c) sub-contractor key personnel performance assessments.
- 34.2. Performance assessments will be substantially in accordance with the assessment sheet in Schedule 5 (Partner Performance Assessment). Within 28 days of receiving a performance assessment from DFAT, the Contractor must:
 - (a) sign and return to DFAT the Partner Performance Assessment together with any response; and
 - (b) ensure that all other performance assessments together with any response

the sub-contractor or any personnel wishes to include are signed and returned to DFAT.

- 34.3. Contractor must undertake sub-contractor and sub-contractor personnel assessments as required by DFAT.
- 34.4. The Contractor must insert clauses in any sub-contracts relating to the Contract that require the sub-contractor to agree that:
 - (a) DFAT or the Contractor may issue:
 - (b) a sub-contractor performance assessment; or
 - (c) sub-contractor key personnel performance assessments,
 - (d) in relation to the sub-contract; and
 - (e) the sub-contractor will sign and return the sub-contractor performance assessment together with any response within 28 days of receipt and will ensure that sub-contractor personnel performance assessments together with any response any personnel wishes to include are signed and returned within 28 days of receipt.

35. SPECIFIED PERSONNEL

- 35.1. It is a material term of this Contract that where Specified Personnel are identified in Schedule 1 (Statement of Requirements) the Services must be provided by them in their designated roles for the Term of the Contract. If any of them are unable to do so for a period of more than ten (10) Business Days the Contractor must not remove or replace them, but must notify DFAT in accordance with Clause 22 (Notices) and seek DFAT's approval for proposed replacement personnel within ten (10) Business Days and at no additional cost to DFAT. Such approval will not be unreasonably withheld by DFAT.
- 35.2. The Contractor must advise DFAT promptly in writing of any change in the circumstances of any Specified Personnel that would reasonably be considered likely to affect DFAT's assessment of the person under the Contract. In the event DFAT directs the Contractor to remove any Personnel as a result of notification under this Clause, the Contractor must identify replacement personnel within ten (10) Business Days.
- 35.3. The Contractor must only propose replacement personnel with suitable skills and qualifications to act as replacement Specified Personnel and able to commence providing the Services under the Contract immediately.
- 35.4. DFAT may give notice to the Contractor in accordance with Clause 22 (Notices) requiring the Contractor to remove any Personnel from work in respect of the provision of the Services and propose new Personnel in accordance with Clauses 35.1 and 35.2 above.
- 35.5. The Contractor must not engage a currently serving Commonwealth employee in any capacity in connection with the Services without DFAT's

prior written approval.

- 35.6. The Contractor must not engage a Former DFAT Employee in any capacity in connection with the Services unless DFAT has approved the engagement.
- 35.7. When engaging Personnel for work in a Partner Country, the Contractor will ensure they are certified as fit and healthy by a legally qualified medical practitioner to work in the Partner Country, and have received the necessary medical advice and Ebola training, including that on vaccinations, the use of personal protective equipment and other preventive medical assistance allowing them to undertake work in-country in a safe manner.
- 35.8. The Contractor shall not permit Personnel to provide Services in country unless the Personnel have had and successfully passed all Ebola and medical related training.

36. SUBCONTRACTING

- 36.1. The Contractor may not sub-contract the provision of the whole of the Services and must not enter into a subcontract relating to the provision of the Services with a person who is or an entity which is listed on a World Bank List or a Relevant List.
- 36.2. Not Used.
- 36.3. Not Used.
- 36.4. If the Contractor subcontracts its performance of any part of this Contract, the Contractor will remain liable for the acts, defaults and omissions of the subcontractor as if they were the Contractor's acts, defaults and omissions.
- 36.5. Any subcontract entered into by the Contractor for the performance of any part of this Contract must contain clauses:
 - (a) that authorise the Commonwealth to publish details of the name of the subcontractor and the nature of the Services that the subcontractor is subcontracted to perform; and
 - (b) under which the subcontractor assumes all the Contractor's obligations (including all obligations under Australian Law and development policies), and gives all the warranties the Contractor gives, under this Contract to the extent they are relevant to the Services the subcontractor is subcontracted to perform.

PART 4 – RECORDS, AUDIT AND REPORTS

37. RECORDKEEPING

- 37.1. The Contractor must ensure that it and its Personnel at all times to the satisfaction of DFAT:

- (a) keep accurate and up-to-date accounts and records relating to the performance of its obligations under this Contract (including receipts and expenses) in a manner that enables them to be conveniently and properly audited;
 - (b) record all operational activities in relation to the provision of the Services, including to enable the prevention, detection and investigation of Fraud as required by Clause 25 (Fraud);
 - (c) keep accurate and up-to-date accounts and records which contain details of the disposition of Supplies as agreed to by DFAT, such as replacement, write-off or transfer to the Partner Country;
 - (d) comply with any standards prescribed by DFAT from time to time for the creation, care, access, storage, preservation and return or legal destruction of its accounts and records (including Contract Material) and any DFAT material;
 - (e) provide all reasonable assistance requested by DFAT for any administrative or statutory review concerning this Contract; and
 - (f) retain copies of all accounts and records for a period of seven (7) years after termination or expiration of this Contract or completion of any legal action arising out of or in connection with this Contract, whichever occurs later.
- 37.2. DFAT retains legal ownership of all records created for the provision of the Services by the Contractor. Upon termination or completion of this Contract, the Contractor must transfer all records created and maintained for Services provided by the Contractor under this Contract to DFAT in a format and manner which allows the records to be quickly and easily retrieved, reviewed and utilised by DFAT.
- 37.3. The Contractor must store, dispose of, and/or transfer, custody or the ownership of any Commonwealth records in accordance with standards issued under the Archives Act 1983 (Cth) and/or any specific instructions provided from time to time by the Australian Government through the NAA.
- 37.4. The Contractor must comply with any direction given by DFAT for the purpose of transferring Commonwealth records to the possession, custody or control of the NAA or providing the NAA with full and free access to those records.
- 37.5. The Contractor must maintain up to date records of the names of all sub-contractors engaged by the Contractor to perform part of the Services.
- 37.6. The Contractor may keep one (1) copy of all records created during the course of the provision of the Services for legitimate risk management and audit purposes.

38. ACCESS TO PREMISES AND RECORDS

- 38.1. The Contractor must:
- (a) produce records, books and accounts for inspection by DFAT immediately upon request (including where entering into a subcontract) at the same time or within ten (10) Business Days of execution of the sub-contract by the Contractor.
 - (b) permit each of DFAT, the Commonwealth Auditor-General and the Privacy Commissioner as appropriate at reasonable times and on reasonable notice, through their officers, agents or advisers authorised on their behalf, to:
 - (c) access the Contractor's premises;
 - (d) examine, inspect, audit and copy any accounts and records relating to this Contract or the Services;
 - (e) provide all necessary facilities for this purpose; and
 - (f) in the case of documents or records stored on a medium other than in writing, make available to DFAT on request reasonable facilities necessary to enable a legible reproduction to be created.
- 38.2. In the exercise of the rights under this Clause 38, DFAT must use reasonable endeavours not to unreasonably interfere with the Contractor's performance under the Contract in any material respect.

39. AUDIT

- 39.1. DFAT has the inspection and audit rights described in Clause 38 (Access to Premises and Records) and this Clause 39 and subject to these provisions, each Party is to bear its own costs in relation to any audit.
- 39.2. Upon giving the Contractor reasonable notice, DFAT or a representative of DFAT may conduct audits relevant to the performance and/or compliance by the Contractor with any of its obligations under the Contract, including audits of the Contractor's relevant:
- (a) operational practices and procedures;
 - (b) training processes and procedures;
 - (c) security processes and procedures;
 - (d) work health safety;
 - (e) evacuation and medical evacuation practices and procedures;
 - (f) post deployment management;
 - (g) project and financial management governance;
 - (h) oversight practices and procedures;
 - (i) invoices and reports;
 - (j) Material (including records, books and accounts) in the possession of the Contractor; and/or
 - (k) other matters determined by DFAT to be relevant to the performance of the Contractor's obligations under the Contract.

- 39.3. Where DFAT has reasonable concerns regarding the Contractor's financial management systems, DFAT must provide the Contractor with written notification of those concerns outlining the action to be undertaken by the Contractor. These actions include:
- (a) a request that the Contractor's Company Director provide a Statutory Declaration confirming that he/she has sighted the necessary supporting documentation and confirms the veracity of the claim for payment;
 - (b) the Contractor providing DFAT with additional documentation to support the claim for payment; and/or
 - (c) a direction that the Contractor engage an independent, suitable organisation to undertake an audit of those financial management systems, including its invoicing procedures and practices, with a copy of the audit report to be provided to DFAT.
- 39.4. The Contractor must respond to any notice received under Clause 39.3 above within fourteen (14) Business days.
- 39.5. DFAT reserves the right, at any time to direct the Contractor engage an independent audit firm and to provide DFAT with a copy of the audit report from the independent auditor.
- 39.6. If DFAT directs the Contractor to undertake an independent audit it must do so at the Contractor's cost, and the Contractor must comply with any directions given by DFAT regarding terms of reference or required auditing standards.
- 39.7. Where a direction has been made under Clause 39.6 above, DFAT will not make any further payments owed to the Contractor pending certification of the reliability of the Contractor's financial management systems and the veracity of the invoicing procedures and practices.
- 39.8. This Clause 39 applies for the term of this Contract and for a period of seven (7) years from the date of its expiration or termination.
- 39.9. The requirement for access and participation in audits does not in any way reduce the Contractor's responsibility to perform its obligations in accordance with this Contract.

40. REPORTS

- 40.1. The Contractor must provide DFAT, and if applicable other Commonwealth agencies, at its own cost, the reports described in Schedule 1 (Statement of Requirements).
- 40.2. The Contractor must at its own cost comply with DFAT's reasonable directions as to the form and content of reports or other written information required under this Contract. DFAT must give the Contractor at least two (2) weeks notice of a change in the requirements for reports, unless otherwise agreed with the Contractor.
- 40.3. DFAT may reject and withhold payment of Fees for any report which does not, in the opinion of DFAT, meet the requirements or standards outlined in the Contract until the Contractor rectifies the report.

PART 5- PAYMENT AND TAX

41. INVOICING

- 41.1. The Contractor must invoice DFAT for the provision of Services on a monthly basis, or as otherwise described in Schedule 2 (Pricing Schedule).
- 41.2. For the purposes of this Clause 41 (Invoicing) and Schedule 2 (Pricing Schedule), an invoice is correctly rendered if:
- (a) it is in the form of a valid Tax Invoice under the GST Act (or, where the supply of the Services is not a Taxable Supply, in the form of an invoice approved by DFAT);
 - (b) it is accompanied by supporting documentation in respect of the Services in the form, and containing the information, reasonably required by DFAT;
 - (c) it is correctly addressed to DFAT and is correctly calculated;
 - (d) it relates only to Services that have been delivered to DFAT in accordance with the Contract and does not include any services provided under the Mobilisation Agreement;
 - (e) Reimbursable Costs, and amounts owing to suppliers or sub-contractors have been paid before submission of the invoice to DFAT;
 - (f) the invoice details all Services provided by the Contractor against the Fees referred to in Schedule 2 (Pricing Schedule) and records the amount payable in respect of each category of Services described in the Contract;
 - (g) the Fees claimed in the invoice are inclusive of all costs, expenses, disbursements, levies and taxes and the actual costs and expenses incurred by the Contractor in providing the Services;
 - (h) it is in Australian dollars or converted into Australian dollars at the exchange rate incurred by the Contractor at the time of making the payment; and
 - (i) a company Director of the Contractor or authorised representative of the Contractor has certified that the invoice is accurate and represents the Services provided.
- 41.3. Not Used.
- 41.4. If an invoice is found to have been rendered incorrectly, any underpayment or overpayment shall be recoverable by or from the Contractor, as the case may be and, without limiting recourse to other available remedies may be offset against any amount subsequently due from DFAT to the Contractor.

42. PAYMENT

- 42.1. Subject to this Contract, DFAT agrees to pay the Contractor the Fees and/or Reimbursable Costs for the provision of the Services in accordance with Schedule 2 (Pricing Schedule).

- 42.2. For the avoidance of doubt, the Contractor shall not seek payment under this Contract of any amount whatsoever for personnel, services, costs or anything else provided or used by the Contractor in relation to the Mobilisation Agreement or which have been paid for under the Mobilisation Agreement, and no amount is payable by DFAT in relation thereto.
- 42.3. Without limiting Clause 45 (Taxes), the amounts payable under Schedule 2 (Pricing Schedule) are inclusive of all taxes and duties (excluding GST unless otherwise specified) payable in connection with the Services.
- 42.4. Subject to the Contract, DFAT must pay the Fees and Reimbursable Costs within 30 days of:
- (a) receipt of a correctly rendered invoice in accordance with Clause 41 (Invoicing); and
 - (b) DFAT's acceptance of the satisfactory completion of the Services as specified in Schedule 2 (Pricing Schedule).
- 42.5. DFAT will pay all amounts payable to the Contractor under this Contract into a bank account nominated by the Contractor. The Contractor must provide DFAT with the necessary bank account details as soon as possible following execution of this Contract.
- 42.6. Any requests by the Contractor to change the bank account for payments under this Contract must be provided to DFAT with 30 Business Days written notice.
- 42.7. If Clause 42.6 above is not complied with, DFAT will not be responsible for any costs incurred by the Contractor as a result of the change including bank charges or exchange rate variances.
- 42.8. If the Contractor does not have an Australian Business Number ('ABN'), DFAT will be required to hold a prescribed proportion of the amount payable to the Contractor under the Contract, unless the exceptions under Division 12 of the PAYG legislation apply.
- 42.9. The Contractor must not charge or seek any payment from any patient in relation to any Supplies or Services.

43. PAYMENT NOT AN ADMISSION OF LIABILITY

- 43.1. A payment by DFAT to the Contractor is not an admission of liability. If DFAT makes a payment and subsequently learns that performance specifications have not been met or that, on review, the amount is greater than the amount payable under the Contract, the payment shall be deemed an overpayment and recoverable from the Contractor.
- 43.2. Any overpayment may be offset against any amount subsequently due to the Contractor or may be recovered in Court as a debt due and payable to DFAT by the Contractor.
- 43.3. Where DFAT deducts the amount of a debt or payment in accordance with Clause 43.2 above, it must advise the Contractor in writing that it has done so.

44. DISPUTED INVOICES

- 44.1. DFAT need not pay an amount to the Contractor that is disputed in good faith by DFAT until the dispute is resolved.
- 44.2. If DFAT considers in good faith that an invoice exceeds the amount properly payable to the Contractor, DFAT must:
 - (a) notify the Contractor of the amount in dispute within ten (10) Business Days after receipt of the invoice; and
 - (b) pay the balance of the invoice in accordance with Clause 42 (Payment).
- 44.3. The Contractor must continue to comply with its obligations under this Contract, notwithstanding that there is a disputed invoice.

45. TAXES

- 45.1. Unless otherwise indicated, the amount payable under the Contract for each supply of Services under this Contract as listed in Schedule 2 (Pricing Schedule) is the value of that supply plus any GST imposed under the GST Act. Payment by DFAT to the Contractor of the GST shall be subject to the Contractor providing DFAT with a valid Tax Invoice issued in accordance with the relevant provisions of the GST Act and regulations.
- 45.2. The total amount of GST payable by the Contractor, and for which the Contractor seeks payment from DFAT in respect of the supply shall be shown as a separate item on the Contractor's Tax Invoice.
- 45.3. If the additional amount under Clause 45.2 above differs from the amount of GST payable by the Contractor, the additional amount must be adjusted between the Parties.
- 45.4. If a Party is entitled to be reimbursed or indemnified under this Contract, the amount to be reimbursed or indemnified does not include any amount attributable to GST which the Party is entitled to claim back by way of an input tax credit or otherwise.
- 45.5. Except as provided by this Clause 45, all taxes, duties and charges imposed or levied in Australia or in the Partner Country in connection with:
 - (a) the performance of this Contract (including any sub-contracts entered into for the performance of the Services and the obtaining of any approvals, consents or authorisations); and
 - (b) the sale, purchase, lease, assignment, licence or transfer of any property under this Contractshall be borne by the Contractor or its sub-contractor(s) as the case requires.
- 45.6. If a Changed Tax occurs which affects the cost to the Contractor of providing the Services, the Contractor must give DFAT:
 - (a) written notice of the increase, decrease or removal;

- (b) written notice of the net effect of the Changed Tax on the cost of supplying the Services; and
- (c) in the case of a decrease or a removal, any supporting evidence of the change and an explanation of its effect on the Management Fees, as soon as practicable after the change in the Changed Tax is announced or the Contractor becomes aware of the increase, decrease or removal. The parties will then negotiate in good faith a variation to the Contract to reflect the change.

PART 6- REMEDIES, DISPUTES AND TERMINATION

46. REMEDIES

- 46.1. The Contractor must remedy at its own cost:
 - (a) any failure to comply with the requirements of this Contract as soon as practicable after becoming aware of the failure; and
 - (b) Not Used.
- 46.2. If the Contractor fails to rectify an error or a defect under Clause 46.1 above within ten (10) Business days after notification by the DFAT Representative, DFAT may, without limiting the Contractor's warranties and obligations under this Clause 46, perform or have performed the necessary remedial work at the expense of the Contractor, and may recover such expense as a debt due to DFAT payable by the Contractor on demand.

47. DISPUTE RESOLUTION

- 47.1. If a dispute arises under this Contract, prior to commencing any arbitration or court proceedings -other than for interlocutory relief or where an authority of the Commonwealth, a state or Territory is investigating a breach or suspected breach of the law by the Contractor, or DFAT is exercising a right to terminate – the Parties must act in good faith and use their reasonable endeavours to resolve the dispute as follows:
 - (a) the Party claiming that there is a dispute must give the other a written notice in accordance with Clause 22 (Notices) setting out the nature of the dispute;
 - (b) within ten (10) Business Days following notice, attempt to resolve the dispute through direct negotiation between the Contractor Representative and the DFAT Representative;
 - (c) if still unresolved, refer the dispute to each Party's Escalation Representative as set out in the Contract Details, who must in good faith work to resolve the dispute within a further ten (10) Business Days or any other agreed period;
 - (d) if still unresolved, the Parties have thirty (30) Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to

be submitted to mediation or conciliation rather than litigation or arbitration; and

- (e) if the dispute is not resolved in that time or there is no agreement to, or submission of the dispute to mediation or conciliation within a further thirty (30) Business Days, then either Party may commence legal proceedings.
- 47.2. Subject to Clause 42 (Payment), the Contractor and Personnel must continue to comply with its obligations under this Contract, notwithstanding that there is a dispute between the Parties, or that legal proceedings are pending or current.

48. EARLY NOTIFICATION

- 48.1. The Contractor must immediately notify DFAT if the Contractor (including Contractor Personnel) or a sub-contractor is:
- (a) listed on a World Bank List or on a Relevant List;
 - (b) subject to any proceedings or an informal process which could lead to listing on a World Bank List or listing on a Relevant List;
 - (c) temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;
 - (d) temporarily suspended from tendering by a donor of development funding other than the World Bank; and/or
 - (e) the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.
- 48.2. If the Contractor becomes aware of any issue that may affect its performance of the Contract and in particular its compliance with any of the following clauses: Clause 7 (Performance Standards), Clause 8 (Warranties and Risk), Clause 9 (Conflict of Interest), Clause 10 (Insurances), Clause 24 (Counter-terrorism), Clause 25 (Fraud), Clause 26 (Anti-Corruption), Clause 27 (Compliance with Laws and Policies), Clause 28 (Security), Clause 29 (WHS), Clause 30 (Confidentiality) or Clause 31 (Privacy) and Clause 36 (Sub-contracting), (including the use or disclosure of sensitive, personal or Confidential Information, or any security incident that arises), it must inform DFAT immediately.

49. TERMINATION FOR BREACH

- 49.1. DFAT may terminate this Contract by notice to the Contractor in accordance with Clause 22 (Notices), if the Contractor, in any of the following circumstances:
- (a) commits a material breach or breach which, in DFAT's opinion, is not capable of remedy;
 - (b) commits a breach capable of being remedied by the Contractor but the Contractor fails to remedy it within ten (10) Business days of receipt of a notice from DFAT specifying the breach;

- (c) commits a Persistent Breach;
- (d) where the other Party is a company- if there is appointed or if steps are taken to appoint a liquidator, receiver, manager, controller or an administrator over the whole or any part of its affairs;
- (e) fails to notify DFAT under Clause 48 (Early Notification);
- (f) where the other Party has entered into this Contract in the capacity of trustee of a trust – if any event occurs or any action or step is (or is proposed to be) taken, which limits, restricts, or prevents it being indemnified out of the assets of that trust in respect of its obligations and liabilities under this Contract;
- (g) ceases to hold any licence, qualification, approval, authority or consent required for the Contractor to comply with its obligations under this Contract (except to the extent that this is outside the Contractor's reasonable control);
- (h) made a statement or included anything in its Proposal or any deliverables provided under the Mobilisation Agreement and DFAT is satisfied on reasonable grounds that the statement or content was materially inaccurate, incorrect or misleading or the failure to make a disclosure would, in DFAT's opinion not have led to the formation of this Contract;
- (i) is convicted of any offence during the Term of this Contract;
- (j) the Contractor, its Personnel or subcontractors are or become listed on a World Bank or Relevant List or are subject to an informal process that may lead to them becoming so listed; and/or
- (k) does not take appropriate steps to manage and resolve an allegation of child exploitation or abuse with respect to this Contract, including a failure to inform DFAT immediately of any allegation of child abuse or exploitation in accordance with DFAT's Child Protection Policy.

50. TERMINATION FOR CONVENIENCE

- 50.1. DFAT has an unfettered discretion to, by giving notice to the Contractor in accordance with Clause 22 (Notices), terminate this Contract from the time specified in the notice.
- 50.2. If DFAT exercises its right in Clause 50.1 above, the Contractor must comply with directions given by DFAT, cease the performance of work and immediately do everything possible to mitigate its losses, and all other losses, costs and expenses in connection from, or arising out of termination.
- 50.3. If DFAT terminates this Contract under this Clause 50, DFAT will only be liable for:

- (a) Fees and any Reimbursable Costs, as payable under Schedule 2 (Pricing Schedule) for Services provided before the effective date of termination on a pro-rata basis; and
 - (b) any reasonable, substantiated costs which in DFAT's opinion were properly incurred by the Contractor in respect of unavoidable expenses sustained or incurred or that are contractually committed by the Contractor on the Business Day notice is given, and that are directly attributable to the termination of this Contract (other than the cost of redundancies or the cost of terminating any subcontracts, and not including loss of profits or any other form of expectation loss).
- 50.4. Subject to this Contract, on expiry or termination:
- (a) the Parties are relieved from future performance of this Contract, without prejudice to any right of action that has accrued at the date of termination;
 - (b) all licences and authorisations granted to the Contractor by DFAT under this Contract terminate immediately; and
 - (c) the Contractor must provide DFAT with all reasonable assistance and information to assist DFAT in transitioning to DFAT's new provision of Services arrangements.
- 50.5. The Contractor's obligations under Clause 50.4 above include, at DFAT's request, continuing for a period of up to three (3) months to supply the Services to DFAT on the terms and conditions of this Contract until the time DFAT advises the Contractor that it is no longer required to do so. This clause does not apply during any period DFAT is in breach of an obligation to pay money under this Contract.
- 50.6. DFAT is not obliged to make any further payments to the Contractor except under Clause 50.4.

51. REDUCTION OF SERVICES SCOPE

- 51.1. DFAT has an unfettered discretion to, by giving not less than 7 days notice to the Contractor in accordance with Clause 22 (Notices), to reduce the scope of the Services from the time specified in the notice.
- 51.2. If DFAT exercises its right in Clause 51.1 above, the Contractor must comply with directions given by DFAT, cease the performance of the applicable work and immediately do everything possible to mitigate its losses, and all other losses, costs and expenses in connection from, or arising out of the reduction of scope.
- 51.3. If DFAT reduces the scope of the Services under this Clause 51, DFAT will only be liable for:
 - (a) fees and any Reimbursable Costs, as payable under Schedule 2 (Pricing Schedule) for Services in respect of the Services which have been reduced provided before the effective date of the reduction of the scope of the Services; and

- (b) any reasonable, substantiated costs which in DFAT's opinion were properly incurred by the Contractor in respect of unavoidable expenses sustained or incurred or that are contractually committed by the Contractor on the Business Day notice is given, and that are directly attributable to the reduction in the scope of the Services (other than the cost of redundancies or the cost of terminating any subcontracts, and not including loss of profits or any other form of expectation loss).
- 51.4. If DFAT gives a notice under Clause 51 to reduce the scope of the Services:
- (a) the Contractor shall cease performing the relevant scope of the Services (as notified by DFAT) on and from the date specified in the notice;
 - (b) the amount payable by DFAT under this Contract shall be reduced to reflect the reduction of the scope of the Services, and DFAT is under no obligation to pay more than that reduced amount; and
 - (c) the Parties shall negotiate in good faith an amendment to this Contract to reflect the reduction of the scope of the Services and reduced price, but if they are unable to agree within 14 days of a notice from a Party to the other making reference to this clause 51.4(c), the reduction to the amount payable shall be to an amount determined by DFAT, acting reasonably.

52. SURVEY AND QUOTE

- 52.1. DFAT shall pay the Contractor for S&Q Services which have been approved by the DFAT Management Representative pursuant to Clause 52.4 in accordance with the approved quote and this Clause 52, but not exceeding the Not to Exceed Amount.
- 52.2. DFAT may request the Contractor to provide a quote for the provision of an S&Q Service.
- 52.3. The Contractor shall, as soon as possible and not later than 7 days after receiving a request for quote, provide DFAT with a quote in the form set out in Schedule 6 to this Contract using the applicable rates set out in Schedule 2 of this Contract.
- 52.4. If DFAT accepts the Contractor's quote, DFAT shall approve the quote by signing the S&Q Tasking Note and returning it to the Contractor.
- 52.5. If DFAT provides the Contractor with a signed S&Q Service Tasking Note:
- (a) the Contract will be deemed to have been amended to cover the provision of that S&Q Service in accordance with the Contract but subject to the modifications (if any) specified in the accepted quote;
 - (b) the Contractor must provide the S&Q Service in accordance with the approved quote and this Contract; and
 - (c) upon completion of the S&Q Service the Contractor may issue an invoice

in accordance with Clause 41 for an amount that must not exceed the Not to Exceed Amount.

52.6. The Contractor acknowledges that:

- (a) DFAT has absolute discretion to decide whether, and if so when, to make a request for S&Q Services; and
- (b) DFAT has no obligation to reimburse the Contractor for its costs in quoting for S&Q Services, except to the extent (if any) that DFAT approves the reimbursement in advance in writing.

52.7. Only the DFAT Management Representative has the authority to request or approve an S&Q Service.

53. FORCE MAJEURE

53.1. Despite any other provision of this Contract, if a Party is unable to perform or is delayed in performing an obligation under this Contract (other than an obligation to pay money), by reason of a Force Majeure Event, and notice has been given in accordance with Clause 53.2 below:

- (a) that obligation is suspended, but only so far and for so long as it is affected by the Force Majeure Event; and
- (b) the affected Party will not be responsible for any loss or expense suffered or incurred by any other Party as a result of, and to the extent that, the affected Party is unable to perform, or is delayed in performing, its obligations because of the Force Majeure Event.

53.2. A Party affected by a Force Majeure Event must give the other Party a written notice which:

- (a) sets out details of the Force Majeure Event (including the effect of the Event on the Contract and details of insurance available to mitigate damage if any);
- (b) estimates the likely period of time that the Party will not be able to perform, or the Party will be delayed in performing, its obligations; and
- (c) provides details of the action that it has taken, or proposes to take, to remedy the situation.

53.3. The Contractor must:

- (a) arrange a meeting with DFAT within 24 hours' of a notice given under Clause 53.2 above; and
- (b) take all reasonable steps to avoid, remove or limit the effects of the Force Majeure Event on its performance of the suspended obligations as quickly as possible and re-commence performing them soon as possible.

54. EXTENSION OF TIME

- 54.1. Not Used
- 54.2. Where in the Contractor's reasonable opinion there is likely to be a delay in the Contractor's discharging of an obligation under the Contract, including due to Clause 53 (Force Majeure), it must notify DFAT in accordance with Clause 53.2 or otherwise providing details of the delay and its likely impact on the performance of the Contract.
- 54.3. The Contractor must take all reasonable steps to mitigate the effects of any delay, use its best endeavours to continue to perform the obligations, and where necessary, make a request in writing to DFAT for an extension of time outlining the length of the extension which the Contractor considers reasonable in all the circumstances in the form of an Amendment Proposal in accordance with Clause 16 (Amendment).
- 54.3A. The Contractor shall be entitled to an extension of time for the date for delivery of the Services under this Clause 54 only to the extent that the event giving rise to the claim:
 - (a) delays the Contractor in the performance of its obligations under the Contract;
 - (b) is beyond the reasonable control of the Contractor; and
 - (c) is not provided for elsewhere in the Contract.
- 54.4. DFAT must give consideration to the Contractor's recommendations and request for an extension of time as soon as practicable after receiving the request in accordance with Clause 54.3 above and may grant approval subject to conditions.
- 54.5. If DFAT approves in writing a request by the Contractor for an extension of time under Clause 54.3 above, any resultant changes to the Contract must be documented in a "Deed of Amendment".
- 54.6. Even if the Contractor has not given notice under Clause 54.2 above, where DFAT considers that a delay has arisen, in whole or in part, because of an act or omission on the part of DFAT, its employees or agents, DFAT may, by notice in writing to the Contractor, extend the time for performance of the relevant obligation of the Contractor. DFAT is not obliged to exercise its discretion under this Clause 54.6 for the benefit of the Contractor.
- 54.7. Where a Force Majeure Event has occurred and the Contractor has been unable to perform its obligations for twenty one (21) days or more, DFAT may suspend the Contract, reduce the scope or terminate the Contract by notice in writing.
- 54.8. In the event of suspension, reduction in scope or termination of the Services or the Contract in accordance with this Clause 54, DFAT will be liable for Fees and Reimbursable Costs in accordance with:
 - (a) Clause 50.3 (Termination for Convenience) for a termination; or

- (b) Clause 51.3 (Reduction of Services Scope) for a suspension or deletion.

55. LIABILITY

- 55.1. If any Party to this Contract consists of more than one person then the liability of those persons in all respects under this Contract is a joint liability of all those persons and a separate liability of each of those persons.
- 55.2. Subject to any law to the contrary, DFAT, its employees, agents and advisors, disclaim all liability for any loss or damage suffered by any other person acting on any part of the information made available to the Contractor, in respect of the Project, whether or not the Loss arises in connection with any negligence, default or lack of care on the part of DFAT, its employees, agents or advisors.

PART 7 -PROJECT SPECIFIC CONDITIONS

56. HANDOVER

- 56.1. The Contractor must within two (2) months of the Commencement Date draft and provide to DFAT a copy of, a Handover Plan which includes all the functions to be performed to hand over Contract Material, Supplies, information, documents and other materials to the Partner Country or the Government of the United Kingdom, (or to DFAT where Services are provided in Australia) in a manner which ensures the Partner Country is able to benefit from the Project and in particular enables the Partner Country to manage ongoing maintenance requirements, as well as any other matters specified in Schedule 1.
- 56.2. The Contractor must make changes to the Handover Plan as reasonably requested by DFAT and update the Handover Plan as necessary during the Project but at least annually and two (2) months before the end of the Contract.
- 56.3. The Contractor must ensure that a finalised Handover Plan is provided to DFAT within seven (7) days of any early termination of the Project, or one month prior to the expected completion of the Project.
- 56.4. The Contractor must:
- (a) bear the loss or damage in respect of the Supplies until handover of Supplies to the relevant Partner Government or back to DFAT;
 - (b) establish and maintain a Register of Assets which shall record any non-consumable Supplies valued at AUD2,000 or more, which at a minimum contains the following information: reference identification number (which may be for example, a serial number, engine number or chassis number); description of the asset; date of procurement; cost; location; current status; and disposal or handover details; and
 - (c) submit to audit by or on behalf of DFAT its Register of Assets and

associated documentation such as import documents, invoices and warranties at any time and from time to time.

- 56.5. On termination of the Contract, the Contractor must provide all reasonable assistance and cooperation necessary to facilitate the provision of further maintenance by DFAT or an alternative Contractor. In particular the Contractor must:
- (a) deliver to DFAT or its nominee complete copies of all the Data and Contract Material, in a form and on a media approved by DFAT, and any other DFAT property including the Supplies;
 - (b) either destroy or deliver to DFAT all copies of DFAT Confidential Information as required by DFAT;
 - (c) if requested by DFAT, facilitate the assignment to DFAT, DFAT's nominee or to the Partner Country of sub-contracts relating to Supplies, including for licensing and support of information technology and any construction work maintenance;
 - (d) vacate the Project Office where this has been supplied by DFAT or the Partner Country; and
 - (e) co-operate with DFAT and, if requested, DFAT's nominee, and provide reasonable assistance relating to the transfer of any contracts to DFAT, its nominee or the Partner Country.

57. COMPLIANCE WITH DFAT POLICIES

- 57.1. The Contractor and its Personnel will ensure it is compliant with all DFAT policies including:
- (a) the disability inclusive strategy: '*Development for All: Towards a Disability-Inclusive Australian Aid Program 2009 – 2014*' for the DFAT - Australian Aid Program, accessible on the DFAT website at: http://aid.dfat.gov.au/Publications/Pages/8131_1629_9578_8310_297.aspx Particular attention must be directed towards the Strategy's six (6) guiding principles;
 - (b) the child protection compliance standards in the '*Child Protection Policy*' for the DFAT - Australian Aid Program, accessible on the DFAT website at: www.dfat.gov.au;
 - (c) the '*Family Planning and the Aid Program: Guiding Principles*' (2009) for the DFAT - Australian Aid Program, accessible on the DFAT website at: www.dfat.gov.au ;
 - (d) information accessibility requirements contained in the '*Guidelines for preparing accessible content*' (2012) for the DFAT - Australian Aid Program, accessible on the DFAT website at: www.dfat.gov.au ;
 - (e) the '*Environment Management Guide for Australia's Aid Program*' (2012)

for the DFAT - Australian Aid Program and the '*DFAT Environment Protection Policy*' (2014), accessible on the DFAT website at: www.dfat.gov.au; and

- (f) '*Promoting Opportunities for All: Gender Equality and Women's Empowerment*' (November 2011), accessible on the DFAT website at: www.dfat.gov.au.

58. GENDER EQUALITY

- 58.1. The Contractor must comply with its obligations, if any, to promote gender equality in the workplace under the Workplace Gender Equality Act 2012 (Cth) ('WGE Act')
- 58.2. If the Contractor becomes non-compliant with the WGE Act during the Term of the Contract, the Contractor must notify the DFAT Officer nominated in Clause 22 (Notices) and DFAT reserves the right to provide the Contractor with directions regarding compliance.
- 58.3. If the Term of the Contract exceeds eighteen (18) months, the Contractor must provide a current letter of compliance with the WGE Act within 18 months from the Contract Commencement Date and following this, annually, to the DFAT Officer nominated in Clause 22 (Notices).

59. NOT USED

60. PROCUREMENT

- 60.1. In procuring the goods for the purposes of providing the Services to DFAT (including establishing subcontracts), the Contractor must:
- (a) determine what Supplies are required for proper implementation of the Services and advise DFAT;
 - (b) keep DFAT informed of ongoing requirements for Supplies in connection with the Project;
 - (c) achieve value for money;
 - (d) maintain complete and accurate records documenting the procedures followed in procuring, and the particulars of Supplies;
 - (e) use its best endeavours to ensure Supplies are maintained including taking appropriate steps to ensure that manufacturers' warranties of Supplies are secured and warranty conditions followed;
 - (f) use its best endeavours to ensure Supplies are free from defects in design, material, manufacture or workmanship. The Contractor must replace defective Supplies under warranty provisions or at its own cost; and
 - (g) use the Supplies only for the purposes permitted under this Contract.

61. PLANS

- 61.1. The Contractor shall at all times in respect of its Personnel comply with and effect the Plans set out in Schedule 7 as amended from time to time.

62. POST DEPLOYMENT MANAGEMENT

- 62.1. The Contractor shall use reasonable endeavours to ensure that all Personnel:
- (a) comply with the Post Deployment Plan;
 - (b) who have been to Sierra Leone or an Ebola affected country comply with appropriate post deployment arrangements;
 - (c) in respect of Personnel returning to Australia, comply with the Department of Health Series of National Guidelines Ebola Virus Disease, as amended from time to time; and
 - (d) In respect of personnel returning to New Zealand, comply with Ministry of Health, Protocol for individuals entering New Zealand after assisting in the Ebola response in affected countries, as amended from time to time.

SCHEDULE 1–Statement of Requirements

1. BACKGROUND

- 1.1. The Government of Australia represented by the Department of Foreign Affairs and Trade has engaged the Contractor to implement the management, operation and maintenance of an Ebola Treatment Centre (ETC) in Sierra Leone.
- 1.2. The outcome of the program is to save lives and reduce suffering through the establishment of a well-functioning ETC at Hastings Airfield for the general population, including children.
- 1.3. The Contractor is to supply a fully functional medical team and support staff to manage and operate the ETC. This includes both clinical and non-clinical management.
- 1.4. The Contractor's ETC Personnel must have been trained and deemed competent through appropriate training courses that would prepare them adequately for working in an ETC. Current best practice for Highly Infective Disease training includes a theoretical course, to be followed by a combination of simulated, onsite training and supervised on-the-job training and competency assessment within an existing functioning ETC.
- 1.5. The Contractor must manage, operate and maintain the ETC including both clinical management and non-clinical management. The ETC will initially have capacity to treat 5 patients and will scale up to full capacity of 100 beds in accordance with the plans listed in Schedule 7.
- 1.6. The Contractor must ensure coordination of the ETC management with the Government of Sierra Leone's Ministry of Health Services (MOHS) and Government of the United Kingdom funded ETCs to ensure an overall harmonisation of the response.

2. REQUIREMENTS

- 2.1. The Contractor must manage, operate and maintain the Hastings Airfield ETC including providing DFAT with the following services in accordance with the Contract:
 - (a) Acceptance of the hand-over of the ETC from the United Kingdom and ensuring the facility is fit-for-purpose before such handover;
 - (b) Commencement of ETC services at the Hastings Airfield ETC on 14 December, subject to approval by DFAT of the Readiness to commence service delivery report and the Standard Operating Procedures report;
 - (c) Cessation of clinical services at the Hastings ETC on 30 June 2015;
 - (d) Handover of the ETC and all consumables to the Government of the United Kingdom or Government of Sierra Leone on cessation of the clinical services;

Clinical management of the ETC

- (e) Clinical management of the ETC in accordance with World Health Organisation (WHO) and Médecins Sans Frontières (MSF) guidelines and the Standard Operating Procedures report submitted by the Contractor and approved by DFAT as amended from time to time (see deliverables under Section 3).
- (f) The Clinical Management of the ETC is to focus on three different risk zones. High Risk, Low Risk and Very Low Risk.
- (g) Main activities within the High Risk Zone are to include patient flow management, EVD case management for “suspected”, “probable” and “confirmed” cases noting the requirement for segregation between the three, preparation for burial of the deceased, and disposal of contaminated waste. Case definitions will be according to WHO guidelines.
- (h) Other clinical activities are to include the implementation of processes and systems for the following stages
 - i. triage;
 - ii. admission and clinical management; and
 - iii. discharge or dignified and safe management of deceased patients.
- (i) Triage systems are to be implemented to ensure efficient identification and isolation of both suspect and probable patients as they present to the ETC. All patients are to be screened at a triage point. Triage assessment for each patient is to include:
 - i. Completion of a Triage Form; and
 - ii. Temperature check.
- (j) Triage systems are to include process for managing ambulatory and stretcher borne patients. All Triage Forms are to be filled and stored.
- (k) The Contractor in consultation with the United Kingdom Department for International Development (DFID), the Sierra Leone Ministry of Health and Sanitation (MOHS) and the local community, is to establish arrangements for referrals and admissions to the ETC from the community and other health facilities.
- (l) Admission into the ETC is to be available 24/7 and a medical file must be created for each patient. Each medical file is to contain:
 - i. medical admission;
 - ii. epidemiological form;
 - iii. observation sheet; and
 - iv. treatment sheet.
- (m) All patient records at the completion of the operation or when requested will be handed over to the appropriate authorities in Sierra Leone.
- (n) Contractor’s admission systems are to include processes for admitting patients under three main categories:
 - i. self-presentation at the ETC;
 - ii. community referral; and

- iii. intra-health care facility referral including ambulance presentations;
- (o) The Contractor must provide a plan (see deliverables under Section 3), which will form part of the Standard Operating Procedures, for managing the treatment of vulnerable groups who present for treatment such as unaccompanied minors, and people with a disability
- (p) The Contractor will be reliant on the broader Sierra Leone diagnostics capacity run and supported by the United Kingdom. Diagnostic laboratory testing must be conducted as soon as possible at an appropriate laboratory. Samples are only to be taken for diagnostic purposes where clinically indicated. Negative results from samples taken within 3 days of the initial onset of symptoms are to be repeated 3 days post the initial onset of symptoms to ensure accuracy. Patients testing positive are to be transferred to the confirmed patient area.
- (q) EVD Case Management is to be delivered in accordance with the MSF Filovirus Haemorrhagic Fever Guideline (2008) or WHO Clinical Management of patients with viral Haemorrhagic Fever (2014) (as amended or updated from time to time) and will include:
 - i. triage;
 - ii. re-hydration;
 - iii. symptomatic care;
 - iv. presumptive treatment;
 - v. supplementation;
 - vi. nutritional support; and
 - vii. psychological support.
- (r) Discharge process and protocols from the ETC are to be implemented. Criteria for discharge are to be established; these are to include:
 - i. confirmation through lab results of a negative Polymerase Chain Reaction;
 - ii. Doctor's written recommendation;
 - iii. 72 hours without fever or significant symptoms;
 - iv. improvement in clinical condition; and
 - v. patient's ability to self-care.
- (s) Processes for the safe, culturally appropriate and respectful management of the deceased (see deliverables under Section 3) are to be included in the Standard Operating Procedures and implemented. In the event of a death within the ETC, the appropriately trained teams are to be identified and activated to ensure disinfection of the body and the area occurs as soon as possible. The deceased is to be placed in a body-bag and transported to the Mortuary.
- (t) The Contractor must take all reasonable steps to ensure that the deceased are buried as soon as possible while maintaining community engagement and ensuring cultural sensitivities.
- (u) The main clinical activities in the Low Risk Zone are to include the maintenance of a small pharmaceutical and consumables storage, chlorine preparation, maintenance of sprayers and other re-usable equipment

- (v) The main clinical activities in the Very Low Risk Zone are to include psychological services and debriefing capabilities for staff and families, as documented in the Standard Operating Procedures.
- (w) Other clinical related requirements include:
 - i. maintain data and provide epidemiological surveillance reports as part of weekly operational reporting (see “deliverables” at Section 3) to meet WHO, Sierra Leone, UK and Australian Government reporting requirements. Each report is to provide detail including:
 - a. facility name;
 - b. number of admissions, discharges and deaths;
 - c. demographics including gender and age breakdown;
 - d. number of suspected, probable and confirmed EVD cases;
 - e. adverse events; and
 - f. any health workers contracting EVD or other illness.
 - ii. liaise and link with local laboratory providers to implement and maintain processes for pathology specimen control including record keeping, results follow up, logistics & safe transport of samples.
 - iii. implement and maintain an inventory management system to manage minimum stock holdings, monitor PPE, pharmaceutical and medical consumable usage.
 - iv. compliance with strict infection prevention and control (IPC) procedures as set out in the Standard Operating Procedures. The contractor must also take in account the need to conduct ongoing indoctrination training for new staff as there will be constant attrition and turnover through rotation of staff.
 - v. developing and maintaining a process of continual quality assurance in regards to safe use of PPE and disposal/management of hazardous waste (see deliverables under Section 3).

Non-clinical management of the ETC

- (x) Non clinical management of the ETC in accordance with WHO and MSF guidelines (as amended or updated from time to time) and the Standard Operating Procedures report submitted by the Contractor and approved by DFAT, as amended from time to time.
- (y) The Contractor will take on sole responsibility for the safe and secure operation of the ETC. The Contractor must determine the most appropriate governance structure for the site linking in and working with established and approved subcontractors to provide the following services.
 - i. Operations and Maintenance which includes:
 - a. Facilities and vehicle maintenance including generators;
 - b. Procurement of spare parts for the effective maintenance of site infrastructure; and
 - c. Waste Management – Maintain and operate on-site incinerator. (Incinerator operators will not handle hazardous waste). If the site includes a septic tank, ensure proper pumping and disposal once a

necessary level of waste has been reached. Collect and dispose of all non-hazardous waste in the low risk zone and transport off-site to an approved waste facility or incinerator at least twice per day.

- d. Sanitation - Maintain proper site drainage. Ensure cleanliness of the ETC utilizing appropriate chlorination levels. General site clean-up;
 - e. water, power and ETC auxiliary services such as medical laundry will be maintained with back-up services to ensure the site is operating 24/7; and
 - f. victualling for staff and patients.
- ii. Support services which includes:
 - a. human resource management including payroll;
 - b. staff movements including international and domestic travel;
 - c. staff accommodation;
 - d. office support ;
 - e. victualling for staff; and
 - f. ground transport.
 - iii. Non-clinical management support functions including:
 - a. administrative;
 - b. financial;
 - c. logistical operations – including supply chain, maintenance and staff travel;
 - d. communications;
 - e. site access and control; and
 - f. security risk management for personnel, equipment and property.

Other services

- (z) Provision of qualified and experienced clinical and non-clinical staffing. Efforts should be made to recruit staff across all craft groups from the local community to promote capacity building. Craft-groups and numbers are to align with the scaling-up plan and include:
 - i. Nurses or Paramedics;
 - ii. Hygienists or Nurses Aids;
 - iii. Doctors;
 - iv. Psychologists and social workers;
 - v. Logistics supervisors;
 - vi. Water and sanitation staff;
 - vii. Power and fuel management;
 - viii. Camp Waste team;

- ix. Sprayers and Clean-up Crews;
 - x. Cooks;
 - xi. Laundry and Cleaning staff;
 - xii. Security guards; and
 - xiii. Drivers.
- (aa) The Contractor must ensure security within the perimeter of the ETC.
- (bb) Ensure that the selection and recruitment of New Zealand personnel is consistent with the process as outlined in Annex 1 of the Recruitment and Training Plan approved by DFAT under the Mobilisation Agreement, as amended from time to time (see deliverables under Section 3).
- (cc) The Contractor must inform DFAT as soon as practicable of any material issue which relates to the behaviour, health or safety of its Personnel or which could adversely affect the reputation of the Australian or New Zealand Governments
- (dd) Ongoing collaboration and liaison with DFID, noting:
- i. DFID will provide all the necessary infrastructure and medical fitout (an indicative list of consumables and PPE is at Annex A to this Schedule 1) required for a 100 bed ETC to be fully operational by 14 December 2014, except those specified under sub-paragraph vi below, by means of a central procurement and logistics service/supply line.
 - ii. DFID will also provide the medical consumables and PPE needed to operate a 100 bed ETC for three months by 14 December 2014 (“pull” system to partner from warehouse, see sub-para v below).
 - iii. DFAT will work with DFID to facilitate connection by the Contractor to any existing or future logistics pipeline that will facilitate the restocking of the ETC.
 - iv. the Contractor must develop an alternative logistical supply chain to ensure ongoing operation of the ETC after the initial three-month period. After the initial three month period, the Contractor must ensure uninterrupted supply chains of PPE and other medical supplies (in accordance with the indicative list of consumables and PPE at Annex A to this Schedule 1) through their own mechanisms or in coordination with appropriate entities (WHO, UNICEF) to ensure treatment.
 - v. For set-up and re-supply items, DFID will arrange for delivery of the supplies to the World Food Programme warehouse nearest the ETC. The Contractor will be responsible for pre-notification of demands, collection and onward movement of supplies from here to the ETC.
 - vi. Exceptions to what will be provided through the DFID supply line, and which must be separately sourced by the Contractor, include:
 - a. facilities management, equipment and supplies. This will include the management, maintenance and operation of the electricity and water supply systems, fuel, waste management including incinerators and other facilities and equipment, site maintenance and cleaning, site security, patient feeding, transport, accommodation and subsistence

for all personnel working at the ETC and any other services that may be necessary for the smooth operation of the ETC;

- b. on-site management, ordering and control of all operational supplies and consumables for the ETC; and
- c. kitchen fitout.
- vii. PPE procured by the Contractor must meet Government of Sierra Leone, UK National Health Service and UK Ministry of Defence standards. The UK is procuring the micro-guard overall, micro-guard (MSF) hood, surgical mask, goggles, NHS style plastic apron and boots. DFID cannot guarantee procurement of other PPE types. Where there is uncertainty, the MSF guidelines for PPE must be followed.
- viii. The Contractor must maintain a minimum stock holding of 2 weeks' supply of all PPE and medical consumables to service the operational requirement of the ETC.
- ix. The equipment and medical consumables procured by the Contractor or DFID on behalf of the Contractor will be exclusively for use in the delivery of treatment and care in the ETC.
- (ee) Training: The medical team and support staff must have been trained through approved training courses to ensure proper EVD case management, psychosocial support and optimal infection prevention and control (IPC) procedures are established and followed. Current best practice Highly Infective Disease training include a theoretical course, to be followed by a combination of simulated and on-the-job training and competency assessment within an existing functional ETC. This must follow the Recruitment and Training Plan approved by DFAT.
- (ff) Implementation of the Recruitment and Training Plan, approved by DFAT under the Mobilisation Agreement and as amended from time to time (see deliverables under Section 3)
- (gg) Implementation of the implementation plan for service delivery, as articulated as part of the Mobilisation Services and approved by DFAT under the Mobilisation Agreement. Updates to the implementation plan are to reflect key decision points.
- (hh) A scaling-up strategy and plan including decision points and criteria (see "deliverables" under Section 3). Recommendations on scaling-up or scaling-down will be made by the Contractor in the weekly service delivery report. Decisions on whether to implement these recommendations will be made by DFAT with subsequent directions given by DFAT to the Contractor in accordance with Clause 6.2 of the Contract.
- (ii) An exit strategy (see "deliverables" under Section 3) including scaling-down decision points and criteria.
- (jj) Implementation of the safety and security plan, as approved by DFAT under the Mobilisation Agreement, including any updates. Provide decompression and post deployment management arrangements for African and expatriate staff post-deployment.
- (kk) Prepare and implement a monitoring and evaluation framework (see "deliverables" under Section 3) including a program goal(s); end of program

expected outcomes (including number of direct beneficiaries), and performance information and monitoring indicators.

- (ll) As part of weekly operational reports, provide regular reporting against a set of relevant common indicators (refer clause 2.1w(i) and Section 3 of this Schedule 1), e.g number of operational beds, number of persons triaged by gender and age, staff patient ratios, staff training numbers.
- (mm) Implement the Services in accordance with the plans listed in Schedule 7, as approved by DFAT and amended from time to time, with changes summarised in the weekly service delivery report.

Operational communications

- (nn) The Contractor must report to the National Ebola Response Centre (NERC) of Sierra Leone in line with national requirements.
- (oo) The Contractor must also provide operational updates, as requested and in line with the operators of other UK-constructed ETCs, to DFID Freetown. These operational updates may be shared with the Government of Sierra Leone to inform its leadership of the national response to the Ebola crisis.
- (pp) The Contractor must make the ETC and details of its operation accessible to relevant clinical oversight, including from the WHO and UK Med, as requested, so as to assure consistent standards. Providers of clinical oversight will use their best endeavours to provide adequate notice of a request of access to the Contractor.
- (qq) The Contractor will, as a minimum, provide weekly personnel updates to the Joint Interagency Task Force (JIATF) for those that fall within the UK Defence Role 2 Medical Rules of Eligibility.

3. CONTRACT DELIVERABLES

3.1. During the Term of the Contract, the Contractor must provide DFAT with the following Contract deliverables as set out in **Table 1** (Deliverables) below

Table 1: Deliverables

Deliverable number	Deliverable Description	Key Components	Due Date
1	Weekly operational report	<ul style="list-style-type: none"> - ongoing update on key developments, decisions and issues as agreed between DFAT and the Contractor - updates to implementation plan schedule including any changes to post-deployment management arrangements 	Thursday afternoon Canberra time each week

Deliverable number	Deliverable Description	Key Components	Due Date
		<ul style="list-style-type: none"> - Updates on security, work health and safety, risks - progress on relationships in-country - recruitment update including number of applicants at various stages of the recruitment process including their nationalities - summary of key risks and mitigation measures - clinical update including any changes to Standard Operating Procedures - summary of any proposed changes to key documents - reporting on personnel and their welfare including with specific reference to New Zealand personnel - reporting on any media or communications events or issues 	
1b	Weekly epidemiological surveillance report as per WHO, Sierra Leone, UK and Australian Government	Including: <ul style="list-style-type: none"> • Facility name • Number of admissions, discharges and 	

Deliverable number	Deliverable Description	Key Components	Due Date
	requirements	<p>deaths</p> <ul style="list-style-type: none"> • Demographics including gender and age breakdown • Number of suspected, probable and confirmed EVD cases • Adverse events • Any Health workers contracting EVD or other illnesses • Number of operational beds • Staff/patient ratios 	
2	Final readiness to commence service delivery report		9 December 2014
3	Site inspection and building report including assessment of site and building as per WHO and MSF guidelines and any ongoing service and maintenance requirements		Site inspection report 48 hours prior to handover
4	Updated Standard Operating Procedures		Updated SOPs must be provided fortnightly commencing 12 December 2014
5	Plan for managing the treatment of vulnerable groups e.g		12 December 2015

Deliverable number	Deliverable Description	Key Components	Due Date
	unaccompanied minors, and people with a disability – to be included in the Standard Operating Procedures		
6	Documented processes for the safe, culturally appropriate and respectful management of the deceased – to be included in the Standard Operating Procedures		12 December 2015
7	Document continual quality assurance processes in regards to safe use of PPE and disposal/management of hazardous waste – to be included in the Standard Operating Procedures		12 December 2015
8	Updated Recruitment and Training Plan		Updated plan must be provided fortnightly commencing 12 December 2014
9	Scaling-up strategy	Decision points and criteria	2 weeks from admission of first patient
10	Phased exit strategy (to be discussed at mid-term review meeting on 31 March 2015)	Decision points and criteria	Draft by 15 March 2015 Final within 1 week of receiving DFAT comments on the draft
11	Handover Plan	Document handover procedures for handover of the ETC to UK or Sierra Leone	Draft by 15 May 2015 Final within 1 week of receiving DFAT comments on the

Deliverable number	Deliverable Description	Key Components	Due Date
			draft
12	Updated safety and security plan	<ul style="list-style-type: none"> - contextual analysis - security threat assessment and analysis - vulnerability analysis - contingency planning for relevant emergency situations - risk mitigation measures, which should address specific needs based on the above analysis 	Updated plan must be provided fortnightly commencing 22 December 2014
13	Updated risk register		Updated risk registers must be provided fortnightly commencing 22 December 2014
14	Fraud control strategy and fraud risk assessment	In accordance with clause 25.2 of this Contract	Within 30 days of Commencement Date
15	Monitoring and Evaluation Framework	Program goal, expected outcomes, monitoring and performance indicators	15 January 2015

4. MEETINGS

4.1. The Contractor must attend the following meetings with DFAT during the Term of the Contract:

Table 2: Meetings

Meeting type	Location	Date
Weekly operational progress meetings <ul style="list-style-type: none">- Update on implementation progress- Issues that need action- WHS- Contractor Performance	Canberra	Friday morning Canberra time each week
Mid-term review meeting (including discussion on draft exit strategy)		31 March 2015
Project/ Program completion and Contractor Performance Assessment		30 May 2015

5. SPECIFIED PERSONNEL

5.1. The Contractor must provide the following Specified Personnel in accordance with Clause 35 (Specified Personnel) in Part 3 of the Contract:

Table 3: Specified Personnel

Position	Name
In-Country Manager	XXX

Position	Name
Senior Medical Officer	XXX
Senior Environmental Health Officer	XXX
Operations Manager – West Africa – (Australian Based)	XXX

6. REPORTS

6.1. The Contractor must provide DFAT with the following reports by the date, in the format and number of copies indicated:

Table 4: Reports

Report Type	Indicative Content	Due Date	Format
Weekly operational report	<ul style="list-style-type: none"> ongoing update on key developments, decisions and issues as agreed between DFAT and the Contractor updates to implementation plan schedule including any changes to post-deployment management arrangements Updates on security, work health and safety, risks progress on relationships in-country recruitment update including number of applicants at various stages of the recruitment process including 	Thursday afternoon Canberra time each week	Email to Assistant Secretary and Director, Ebola Taskforce

	<p>their nationalities</p> <ul style="list-style-type: none"> • summary of key risks and mitigation measures • clinical update including any changes to Standard Operating Procedures • summary of any proposed changes to key documents • reporting on personnel and their welfare including with specific reference to New Zealand personnel • reporting on any media or communications events or issues 		
Weekly epidemiologic al surveillance report as per WHO, Sierra Leone, UK and Australian Government requirements	<p>Including:</p> <ul style="list-style-type: none"> • Facility name • Number of admissions, discharges and deaths • Demographics including gender and age breakdown • Number of suspected, probable and confirmed EVD cases • Adverse events • Any Health workers contracting EVD or other illnesses • Number of operational beds • Staff/patient ratios 	Thursday afternoon Canberra time each week	Email to Assistant Secretary and Director, Ebola Taskforce
Final readiness to commence service delivery report		9 December 2014	Email to Assistant Secretary and Director, Ebola Taskforce
Updated Standard Operating Procedures (SOPs)		Updated SOPs must be provided fortnightly commencing	Email to Assistant Secretary and Director,

		12 December 2014	Ebola Taskforce
Site inspection and building report	<ul style="list-style-type: none"> including assessment of site and building as per WHO and MSF guidelines and any ongoing service and maintenance requirements 	Site inspection report 48 hours prior to handover	Email to Assistant Secretary and Director, Ebola Taskforce
Scaling-up strategy	<ul style="list-style-type: none"> Decision points and criteria 	2 weeks from admission of first patient	Email to Assistant Secretary and Director, Ebola Taskforce
Exit strategy	<ul style="list-style-type: none"> Decision points and criteria 	<p>Draft no later than 15 March 2015</p> <p>Final within 1 week of receiving DFAT comments on the draft</p>	Email to Assistant Secretary and Director, Ebola Taskforce
Safety and Security Plan	<p>Updated safety and security plan</p> <ul style="list-style-type: none"> Contextual Analysis, Threat Analysis, Vulnerability Analysis, Contingency planning for relevant emergency situations, Risk mitigation measures, which should address specific needs based on the above analysis 	Updated plan must be provided fortnightly commencing 22 December 2014	Email to Assistant Secretary and Director, Ebola Taskforce
Handover Plan	<ul style="list-style-type: none"> Document handover procedures for handover of the ETC to UK or Sierra 	<p>15 May 2015</p> <p>Final within 1 week of</p>	Email to Assistant Secretary

	Leone	receiving DFAT comments on the draft	and Director, Ebola Taskforce
Monitoring and Evaluation Framework	<ul style="list-style-type: none"> Program goal, expected outcomes, monitoring and performance indicators 	15 January 2015	Email to Assistant Secretary and Director, Ebola Taskforce
Monthly Progress Report	<p>The Monthly Progress report will:</p> <ul style="list-style-type: none"> Outline achievements and challenges Provide a financial management update Report against key monitoring and performance indicators from the monitoring and evaluation plan Update on ETC Activities including epidemiological surveillance data 	The report must be provided to the DFAT Representative on the 15th of every month for the prior month.	Email to Assistant Secretary and Director, Ebola Taskforce
Project Completion Report		<p>Draft to be submitted to DFAT on 31 May 2015</p> <p>Final to be submitted within two weeks of receiving DFAT comments</p>	Email to Assistant Secretary and Director, Ebola Taskforce

6.2. If required by DFAT, the Contractor must facilitate third party monitoring of their activities and outcomes. This is in addition to monitoring and evaluation carried out by the Contractor in accordance with Clause 2.1(kk) of this Schedule 1.

6.3. All reports must:

- (a) be accurate and not misleading in any respect;
- (b) be prepared in accordance with directions provided by DFAT;
- (c) incorporate sufficient information to allow DFAT to monitor and assess the success of the Services in achieving DFAT's objectives;
- (d) comply with DFAT's *Guidelines for Preparing Accessible Content* (available from DFAT's website at: www.dfat.gov.au);
- (e) be provided in Microsoft Word format (or Microsoft Excel format for spread sheets) unless otherwise approved or requested by DFAT;
- (f) not incorporate either DFAT or the Contractor's logo;
- (g) be provided at the time specified in Table 4 (Reports) of this Schedule 1; and
- (h) be provided in accordance with the specification under Clause 40 (Reports) in Part 4 of the Contract.

SCHEDULE 2 – PRICING SCHEDULE

1. TOTAL AMOUNT PAYABLE

- 1.1. The maximum amount payable by DFAT to the Contractor for the provision of the Services shall not exceed the sum of **AUD24,088,995.46** plus GST if any up to a maximum amount of **AUD244,883.21**. DFAT shall not be liable for any Costs or expenditure incurred by the Contractor in excess of this amount.
- 1.2. Subject to clause 1.3, the maximum amount payable is comprised of the following items:
- (a) Management Fees not exceeding the sum of **AUD XXX** plus GST;
 - (b) Personnel Fees up to a maximum of **AUD XXX** plus GST;
 - (c) Personnel Support Costs up to a maximum of **AUD2,462,809.80** plus GST;
 - (d) Operational Costs up to a maximum of **AUD5,631,576.50** plus GST;
 - (e) S&Q Services Costs up to a maximum of **AUD512,343.99** plus GST; and
 - (f) Medical Supplies Costs up to a maximum of **AUD XXX** plus GST.
- 1.3. Subject to the parties executing a Deed of Amendment in accordance with Clause 16 of this Contract, the Contractor may transfer amounts between Personnel Fees, Personnel Support Costs and Operational Costs, provided that the maximum amount payable in total for those three categories of costs is not exceeded.

2. MANAGEMENT FEE

- 2.1. The maximum amount payable to the Contractor in Management Fees shall not exceed the sum of **AUD XXX** plus GST.
- 2.2. The Management Fee is comprised of the following:
- (a) profits, including commercial margins and mark-up for personnel and project management;
 - (b) financial management costs; including the cost of financial charges, audit fees, cost of funds and finance staff;
 - (c) costs of Contractor administrative and head office staff if any;
 - (d) insurance costs as required by this Contract, but exclusive of medical insurance costs for Personnel which are reimbursable as Personnel Support Costs;
 - (e) Australian taxation, as applicable;
 - (f) costs, including domestic and international travel, accommodation, per diems and local transport costs where required for Contractor head office personnel; and
 - (g) any other overheads required to perform the Services in accordance with this Contract.

2.3. The Management Fee is comprised of two elements:

- (a) Type 1 Management Fees, which shall not exceed the sum of AUD XXX plus GST; and
- (b) Type 2 Management Fees, which shall not exceed the sum of AUD XXX plus GST.

2.4. DFAT shall pay the Contractor the Type 1 and Type 2 Management Fees in accordance with Table 1 below at the end of each one (1) month period in arrears subject to receipt of a correctly rendered invoice and DFAT's confirmation that the Services have been provided as required by this Contract.

Table 1: Management Fees

Date	Type 1 Management Fees	Type 2 Management Fees
2/01/2015	\$	\$
30/01/2015	\$	\$
27/02/2015	\$	\$
27/03/2015	\$	\$
24/04/2015	\$	\$
22/05/2015	\$	\$
19/06/2015	\$	\$
17/07/2015	\$	\$
31/07/2015	\$ 0	\$ *
Total	\$	\$

* Within 14 days of the completion of the Services, DFAT and the Contractor will conduct a Partner Performance Assessment in accordance with Schedule 5 of this Contract. The Contractor shall only be entitled to receive payment of this Management Fee Milestone if it achieves an average performance rating of 4 or more. For the avoidance of doubt, the average performance rating for this purpose will be determined by calculating the sum of all of the performance ratings and then dividing the total by the number of performance ratings. For example, the Contractor will receive three performance ratings for "Deliver Lasting Results and Impact", three for "Maximise Value for Money" and two for "Collaboration, Communication and Responsiveness" etc.

3. PERSONNEL FEES

- 3.1. DFAT shall reimburse the Contractor at actual cost up to a maximum of **AUD XXX** plus GST for Personnel Fees as follows:
- 3.2. DFAT shall reimburse the Contractor for Personnel Fees in accordance with Table 2 including:
- (a) the remuneration rates for all Contractor Personnel must be exclusive of any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor;
 - (b) the Contractor must keep verifiable records to enable verification of actual time spent undertaking the Services;
 - (c) DFAT shall pay the Contractor for Personnel Fees at the end of each month on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice;
 - (d) hardship allowance is only payable to Personnel while in Sierra Leone; and
 - (e) on-call rate for all medical officers is only payable to Personnel while in Sierra Leone.
- 3.3. Subject to obtaining DFAT's prior written approval, the Contractor may transfer amounts attributed to line items of Personnel Cost categories within Table 2 to other Table 2 line items, provided that the maximum amount payable for Personnel Costs is not exceeded.
- 3.4. The Contractor shall notify DFAT upon reaching 80% of the maximum amount payable for Personnel Costs.

Table 2: Personnel Fees

Position Category	Total not to exceed remuneration Including Hardship Allowance
Head Office Staff	
Operations Manager	\$
Project Manager	\$
Project Officer	\$
Finance Controller	\$
Finance and Payroll Officer	\$
Travel Coordinator	\$
Recruitment Consultant	\$
Head Office Trainer	\$
In-Country Team	

Position Category	Total not to exceed remuneration Including Hardship Allowance
In-Country Manager	\$
Deputy In-Country Manager	\$
Project Accountant	\$
Senior Medical Officer	\$
Senior Environmental Health Officer	\$
Environmental Health/WASH Officer	\$
Senior Facilities Manager	\$
Medical Officer Type 1	\$
Medical Officer Type 2	\$
Registered Nurse	\$
Registered Nurse Local	\$
Nurse Aid / Hygienist	\$
Mental Health Professionals	\$
Mental Health Professionals Local	\$
Security Manager	\$
In-Country Trainer	\$
Locally Employed Staff	\$
Total	\$

4. PERSONNEL SUPPORT COSTS

- 4.1. The maximum amount payable to the Contractor in Personnel Support Costs shall not exceed the sum of AUD2,462,809.80 plus GST.
- 4.2. DFAT shall reimburse the Contractor at actual cost for Personnel Support Costs in accordance with Table 3 (Personnel Support Costs) below.
- 4.3. Subject to obtaining DFAT's prior written approval, the Contractor may transfer

amounts attributed to line items of Personnel Support Cost categories within Table 3 to other Table 3 line items, provided that the maximum amount payable for Personnel Support Costs is not exceeded.

- 4.4. The Contractor shall notify DFAT upon reaching 80% of the maximum amount payable for Personnel Support Costs.

Table 3: Personnel Support Costs

Category	Total Value not to exceed (AUD)
Airfares	\$710,150.00
Accommodation	\$1,160,088.00
Travelling Allowance	\$166,304.00
International Communication Costs	\$166,304.00
Compulsory Arrival and Departure Taxes	\$51,975.00
In country Transport Costs	\$157,988.80
Personnel Briefing Costs	\$50,000.00
Total	\$2,462,809.80

- 4.5. The conditions of payment by DFAT to the Contractor of its Personnel Support Costs are as follows:

- (a) Airfares; Airfares for movement of Contractor Personnel from their home country to Sierra Leone. The Contractor uses a best (cheapest) fare of the day policy and pertains to economy seating only. In 'time critical' situations Business Fare seating may be required but only on approval from Contractor senior management.
- (b) Accommodation; Accommodation for Contractor Personnel during transit into Sierra Leone and whilst in the country. The Contractor accommodates staff in the most cost effective and appropriate accommodation based on cleanliness and security requirements.
- (c) Travelling Allowance;
- (d) International Communication costs;
- (e) Compulsory Arrival and Departure Taxes;

- (f) In Country Transport Costs; and
- (g) Personnel briefings.

- 4.6. If requested by DFAT, for payment verification purposes, the Contractor shall provide DFAT with appropriate documentation to support all Personnel Support Costs claimed (excluding travelling allowance).
- 4.7. DFAT shall pay the Contractor for Personnel Support Costs incurred at the end of each month on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.

5. OPERATIONAL COSTS

- 5.1. DFAT shall reimburse the Contractor at actual cost up to a maximum of **AUD5,631,576.50** plus GST for Operational Costs in accordance with Table 4 (Operational Costs) below.

Table 4: Operational Costs

Category	Total Value not to exceed (AUD)
Pre-employment medical examinations and vaccinations for deployed Personnel	\$144,000.00
Employee assistance program and other counselling services	\$73,000.00
Recruitment services and advertising	\$151,450.00
Training costs	\$50,125.00
Purchase of miscellaneous equipment	\$63,900.00
Camp services (excluding red zone)	\$3,373,954.65
Camp services (red zone)	\$1,653,146.85
Medical data management systems and services	\$20,000.00
Kitchen fitout	\$50,000.00
Local office costs	\$52,000.00
Total	\$5,631,576.50

- 5.2. DFAT shall pay the Contractor for Operational Costs at the end of each **one (1) month** period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 5.3. Subject to obtaining DFAT's prior written approval, the Contractor may transfer amounts attributed to line items of Operational Cost categories within Table 4 to other Table 4 line items, provided that the maximum amount payable for Operational Costs is not exceeded.
- 5.4. The Contractor shall notify DFAT upon reaching 80% of the maximum amount payable for Operational Costs.

6. MEDICAL SUPPLIES COSTS

- 6.1. DFAT shall pay the Contractor up to a maximum of **AUD XXX** plus GST for Medical Supplies Costs in accordance with Table 5 (Medical Supplies Costs) below. This includes reimbursement of actual costs plus a general administration charge of 6% plus profit of XXX.

Table 5: Medical Supplies Costs

Category	Total Value not to exceed (AUD)
All medical supplies, including consumables and PPE plus freight	\$2,455,554.77
General administration charge	\$147,333.29
Profit	XXX\$
Total	XXX\$

- 6.2. DFAT shall pay the Contractor for Medical Supplies Costs at the end of each **one (1) month** period in arrears subject to receipt of a correctly rendered invoice.

7. CLAIMS FOR PAYMENT

- 7.1. The Contractor's tax invoice must be submitted when due pursuant to this Schedule 2 in a form identifiable with the Services and in accordance with Clauses 41 (Invoicing) and 42 (Payment) in Part 5. Invoices must also reference the Payment Event number(s) as notified by DFAT.
- 7.2. The Contractor must ensure that invoices for Personnel Costs include a breakdown of cost by position title and weekly rates (in country and out of country).
- 7.3. All claims for payment must be made to:

Chief Finance Officer
Department of Foreign Affairs and Trade
RG Casey Building
John McEwen Crescent
Barton
ACT 0221
AUSTRALIA

7.4. Tax invoices should be sent to the above address. Alternatively DFAT shall accept electronic tax invoices. These can be sent to accountsprocessing@dfat.gov.au and copy in the DFAT Management Representative.

7.5. Invalid invoices will be returned to contractors.

Information on what constitutes a valid tax invoice can be found at
<http://www.ato.gov.au/businesses/content.asp?doc=/content/50913.htm>.

SCHEDULE 3 - Deed of Confidentiality

THIS DEED POLL is made on the _____ day of
[]

in favour of **COMMONWEALTH OF AUSTRALIA** represented by the
Department of Foreign Affairs and Trade ("DFAT").

BY [Insert name and address of Recipient who will have access to Confidential
Information] (the "Recipient").

RECITALS

- A. DFAT and **Aspen Medical Pty Limited** (the "Contractor") have entered into a Contract for the purpose of a project in **Sierra Leone**.
- B. The Recipient has been engaged by the Contractor to work on the project.
- C. The Recipient, in carrying out that work, be given access to Confidential Information.
- D. DFAT requires the Recipient to enter into this Deed in relation to use of Confidential Information.

THE RECIPIENT DECLARES AS FOLLOWS:

1 INTERPRETATION

In this Deed, unless the contrary intention appears:

'Confidential Information' means information that:

- (a) is designated by DFAT as confidential; or
- (b) the Recipient knows or ought to know is confidential,

but does not include information which:

- (c) is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality.

"Personal Information" has the same meaning as in the *Privacy Act 1988*.

1 CONFIDENTIAL INFORMATION

1.1 The Recipient acknowledges and agrees that:

- (a) the Confidential Information is confidential and that any Confidential Information disclosed to the Recipient is disclosed to the Recipient only pursuant to the terms of this undertaking;
- (b) it must not, other than with the prior written approval of the Commonwealth, use, disclose, divulge or deal with any Confidential Information, nor allow any act, matter or thing to be done or occur whereby any Confidential Information may be ascertained or used by, or disclosed or communicated to, any other person, except in accordance with the terms of this undertaking; and
- (c) improper use or disclosure of Confidential Information would damage the Commonwealth.

2 RESTRICTIONS ON USE

2.1 The Recipient must:

- (a) keep the Confidential Information, and all documents containing, or referring to, any Confidential Information, under effective control of the Recipient;
- (a) not use or reproduce any document containing, or referring to, any Confidential Information, nor allow any other person to use or reproduce any such document;
- (b) take all reasonable steps to ensure that Confidential Information, and all documents containing, or referring to, any Confidential Information, are protected at all times from any unauthorised use, disclosure or access and immediately notify the Commonwealth if the Recipient becomes aware of any unauthorised access to, or use or disclosure of, any Confidential Information;
- (d) if required at any time by the Commonwealth to do so, deliver up to the Commonwealth, or destroy, all Confidential Information, including all documents containing, or referring to, any Confidential Information, in the possession, custody or control of the Recipient; and
- (e) if required by the Commonwealth:
 - (i) permit the Commonwealth reasonable access to the Recipient's premises and information management systems to ensure or check compliance with this undertaking; and
 - (ii) provide to the Commonwealth a statutory declaration of an officer of the Contractor stating that **Clause 3.1(e)** has been complied with.

3 PERSONAL INFORMATION

3.1 The Recipient agrees, with respect to all Personal Information acquired by it during the performance of the Contract, to abide by the provisions of the *Privacy Act 1988* as if the Recipient were an "Agency" as defined by that Act.

4 SURVIVAL OF OBLIGATIONS

4.1 The obligations in this Deed are perpetual.

EXECUTED as a deed poll.

**SIGNED, SEALED AND
DELIVERED** by the Individual in
the presence of:

.....

Signature of

.....

Signature of witness

.....

Name of witness
(*Print*)

SCHEDULE 4 – Confidential Information

Confidential Information identified by DFAT

Description	Period of Confidentiality
Not applicable	

Confidential Information identified by the Contractor

Description	Period of Confidentiality
Aspen Medical Clinical Governance Policies and Procedures, including Credentialing and Minimum Credentialing Criteria	Period of the Contract Term.

Schedule 5 – Partner Performance Assessment

Partner Performance Assessment (PPA)

DFAT uses Partner Performance Assessments (PPAs) to assess how well implementing partners are delivering the services required in aid agreements. Data from PPAs are used to inform future procurement evaluations, including Tender Evaluation Committees, partner selection decision making, and core contributions to multilateral organisations. PPAs should be completed by agreement managers and be based on the most recent 12 month period where performance information is available. Responses should be based on assessments of performance by a partner in relation to a specific agreement. It is mandatory to complete a PPA for all agreements with NGOs, commercial suppliers and multilateral organisations with a total value over \$3 million, except for core contributions to multilateral organisations. A proportional approach to completing the PPA should be adopted depending on the size and risk of the agreement. For agreements above \$10 million, text is required to provide evidence to support the ratings and identify any areas for improvement. For agreements between \$3 million and \$10 million, supporting text is only required if an unsatisfactory rating (ie 3 or below) or a rating of 6 (very good) is provided. As PPAs inform future funding decisions, delivery partners must be given an opportunity to review the assessment. Delivery partners should be provided with a minimum 15 working days to endorse the ratings. PPAs must be approved by a relevant EL2 officer or above and uploaded onto AidWorks by 1 May 2015. This Smart PDF form can be directly uploaded into AidWorks. For further information, refer to the Good Practice Note. If you have any questions, please contact the relevant partner area: for NGOs contact ngoengagement@dfat.gov.au, for multilateral organisations contact aidriskmanagement@dfat.gov.au, for commercial suppliers contact contractor.performance@dfat.gov.au.

Summary

Agreement Name	Agreement Name		
Partner's Name	Name of NGO, commercial supplier or multilateral organisation	Agreement Number	AidWorks Agreement Number
Agreement Start Date	Start date of agreement	Agreement End Date	End date of agreement
Reporting period start date	Start date of the reporting period covered in this PPA	Reporting period end date	End date of the reporting period covered in this PPA
Total Value	\$AUD	Country/Region	Country / Region Name
Report drafted by	Name	Sector	Sector Name
Approved by	Counsellor / Director Name	Date approved	Date approved
Partner Type	<input type="radio"/> NGO <input type="radio"/> Commercial Supplier <input type="radio"/> Multilateral Organisation <input type="radio"/> Other		
Agreement Type	<input type="radio"/> Procurement <input type="radio"/> Grant		

Australian Aid – Rated Performance Criteria

Rate each statement using the following six point scale as a guide.

Satisfactory	Less than satisfactory
Very good; needs ongoing management and monitoring only	Less than adequate; needs work to improve in core areas
Good; needs minor work to improve in some areas	Poor; needs major work to improve
Adequate; needs some work to improve	Very poor; needs major overhaul

1. Deliver Lasting Results and Impact - Is the delivery partner achieving agreed objectives to maximise impact, results and sustainability?

	1	2	3	4	5
a) Results focused and delivers on time, ensuring deliverables are of high quality, accurate and meet the defined requirements	6				
b) Undertakes sound monitoring and evaluation reporting that includes quantitative and qualitative evidence of progress against objectives	6				
c) Promotes sustainability and where applicable, is prepared for transition in/out of the activity	6				

Assessment (no more than 300 words)

--

2. Maximise Value for Money (VfM) – Is value for money being delivered ensuring effective, ethical, efficient and economical use of funds?

a) Committed to eliminating inefficiency and duplication and applying lessons learnt to enhance VfM	1 6	2	3	4	5
b) Delivers defined services within budget (predicted budgets compare well to actual expenditure)	1 6	2	3	4	5
c) Scrutinises costs to pursue the most cost-effective options and considers proportionality in planning/allocating resources	1 6	2	3	4	5

Assessment (no more than 300 words)

--

3. Collaboration, Communication and Responsiveness – Does the partner work collaboratively, communicate effectively with stakeholders and respond effectively to emerging issues?

a) Communicates effectively with stakeholders and counterparts (including partner government, other donors, private sector, communities and beneficiaries as appropriate), works collaboratively, builds effective relationships and ensures DFAT is consulted on key developments and emerging issues	1 6	2	3	4	5
b) Demonstrates appropriate flexibility and responsiveness to DFAT requests and addresses problems/issues openly and constructively	1 6	2	3	4	5

Assessment (no more than 300 words)

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4. Policy Alignment, Risk Management and Innovation – Does the partner operate in a manner consistent with DFAT policies and priorities, effectively managing risk, fraud and corruption, and promoting innovation?

a) Partner takes appropriate account of DFAT policies including on Child protection, Environmental and Resettlement safeguards; Gender Equality and Disability Inclusive Development	1 6	2	3	4	5
b) Has effective systems for identifying, managing and reporting risk, fraud and corruption and informs DFAT of risks/issues that may adversely affect timing, cost or quality of services as agreed	1 6	2	3	4	5
c) Partner follows branding guidelines, including use of the DFAT crest and Australia Aid Identifier, and promotes the visibility of Australian Government funded aid investments as appropriate	1 6	2	3	4	5
Innovation (This is not a performance standard. A low rating against this question does not necessarily equate with a poor performance outcome for this criterion)					
d) Partner proposes and implements innovative development approaches (e.g. results-based aid; trialling/adapting new technologies), leveraging new partnerships/sources of finance, whilst mitigating associated risks	1 6	2	3	4	5

Assessment (no more than 300 words)

--

5. Effective partner personnel – Does the partner provide personnel with appropriate skills and experience and manage them effectively?

a) Senior personnel demonstrate effective leadership and management, achieve results against agreed responsibilities and communicate effectively	1 6	2	3	4	5
b) Head/Regional Office provides effective support and oversight to the in-country team	1 6	2	3	4	5
c) Recruitment and management of staff is conducted in a timely and professional manner and DFAT has been alerted to any recruitment/staffing issues	1 6	2	3	4	5

Assessment (no more than 300 words)

--

6. Other Agreement Specific Measurable(s) - [If necessary, use the fields below to add any indicators specific to the partner performance agreement]

a) [Add as required]	1 6	2	3	4	5
b) [Add as required]	1 6	2	3	4	5
c) [Add as required]	1 6	2	3	4	5
d) [Add as required]	1 6	2	3	4	5

Assessment (no more than 300 words)

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General Comments (no more than 500 words)

--

Partner Acknowledgement

☐ I/we endorse this Partner Performance Assessment

Name:	
Position:	
Date:	

OR

☐ I/we do not endorse this Partner Performance Assessment and attach a written statement detailing the reasons for this

Name:	
Position:	
Date:	

Schedule 6 – S&Q Services

SURVEY AND QUOTE SERVICES TASKING NOTE NUMBER _____
ISSUED UNDER CONTRACT NUMBER 71021

This Survey and Quote Services Tasking Note is issued by DFAT under Clause 52 (Survey and Quote) of Contract Number 71021 between DFAT and Aspen Medical Pty Ltd.

1. INTERPRETATION

All terms used in this Survey and Quote Services Tasking Note have the same meaning as is given to them in the Contract, unless the context otherwise requires.

In this Survey and Quote Services Tasking Note, "Survey and Quote Services" means the Services described in Clause 3 of this Survey and Quote Services Tasking Note.

2. COMMENCEMENT AND COMPLETION OF SERVICES

The Contractor shall commence the Survey and Quote Services on [].
The Contractor shall complete the Survey and Quote Services no later than [].

3. THE SERVICES

The Contractor shall provide the following Survey and Quote Services:

(a)

(b)

4. REPORTING REQUIREMENTS

The Contractor must provide the following reports by the date, in the format and the number of copies indicated:

(a)

(b)

5. TOTAL AMOUNT PAYABLE

The maximum amount payable by DFAT to the Contractor under this Survey and Quote Services Tasking Note shall not exceed the sum of **A\$Amount – total reimbursable costs** plus GST if any up to a maximum amount of **A\$Insert 10 percent of the Agreement amount**.

DFAT shall not be liable for any costs or expenditure incurred by the Contractor in excess of the Not To Exceed Amount.

The maximum amount payable is comprised of the following items:

- (a) Management Fees not exceeding the sum of AUD[insert amount] plus GST;
- (b) Personnel Fees up to a maximum of AUD[insert amount] plus GST; and
- (c) Personnel Support Costs up to a maximum of AUD[insert amount] plus GST.

6. PERSONNEL FEES

The maximum amount payable to the Contractor in Personnel Fees shall not exceed the sum of AUD[insert amount] plus GST.

DFAT shall reimburse the Contractor at actual cost up to a maximum of AUD[insert amount] plus GST for Personnel Fees, in accordance with the Contract and the rates set out in Table 1 (Remuneration Rates) below.

Table 1: Remuneration Rates

Position Category	Remuneration rate

7. PERSONNEL SUPPORT COSTS

The maximum amount payable to the Contractor in Personnel Support Costs shall not exceed the sum of AUD[insert amount] plus GST.

DFAT shall reimburse the Contractor at actual cost up to a maximum of AUD[insert amount] plus GST for Personnel Support Costs, in accordance with the Contract and Table 2 (Personnel Support Costs) below.

Table 2 (Personnel Support Costs)

Category	Number of Inputs	Value per Input	Total Value (AUD)
Airfares			
Accommodation			
Travelling			

Category	Number of Inputs	Value per Input	Total Value (AUD)
Allowance			
International Communication Costs			
Compulsory Arrival and Departure Taxes			
In country Transport Costs			
Security			
Total Personnel Support Costs			

Issued for and on behalf of the
Commonwealth of Australia represented
by the Department of Foreign Affairs and
Trade by:

Signature of DFAT Contract Manager
(Director, Ebola Taskforce)

in the presence of:

Signature of witness

Name (Print)

Name of witness

Dated: _____

Schedule 7 – Plans

1. Standard Operating Procedures;
2. Implementation plan;
3. Scaling-up strategy;
4. Phased Exit strategy;
5. Handover plan;
6. Monitoring and Evaluation Framework;
7. Final Readiness to Commence report;
8. Risk Register;
9. Fraud Control strategy and Fraud Risk Assessment;
10. Post Deployment plan;
11. Site inspection and Building report;
12. Safety and Security plan; and
13. Recruitment and Training plan.

QUESTIONS ON NOTICE/IN WRITING

Question No 5

Program: DFAT

Topic: Ebola - Australia Awards

Question on Notice

Page: 20

Senator Di Natale

Question

Senator DI NATALE: *One of the things I learnt through my trip was that we had an ongoing relationship with Liberia and Sierra Leone in terms of providing a number of scholarships for students, many of whom now are in public health ministries and areas of government and so on. All have benefited from postgraduate education here in Australia from a number of different universities. What is the status of that program?*

Mr McDonald: *I'll just give you some background. In relation to the Australia Awards, we do have a masters course and a short course for those countries. There were 11 master degree awardees from Liberia and Sierra Leone.*

Senator DI NATALE: *What period are we talking about?*

Mr McDonald: *That is for 2015.*

Senator DI NATALE: *How does that compare with previous years?*

Mr McDonald: *I would have to take that on notice.*

Answer

Australia Awards to Liberia and Sierra Leone

The data below reflects numbers of candidates from Liberia and Sierra Leone commencing Australia Awards in the period 2011 to 2016.

Consistent with the aid program's Indo-Pacific focus there has been consolidation in the number of Australia Awards offered and the range of eligible African countries. Candidates from Liberia and Sierra Leone are no longer eligible for Masters scholarships from the 2016 Intake (except for those candidates which had their scholarships postponed due to the ebola crisis); and have more limited access to short-courses.

Senate Foreign Affairs, Defence and Trade Legislation Committee

Additional Estimates 2015, 26 February 2015

QUESTIONS ON NOTICE/IN WRITING

Candidates from Liberia and Sierra Leone remain eligible for the global Australia Awards Fellowships (professional development programs).

Australia Awards (AA)

LIBERIA	2011	2012	2013	2014	2015 *	2016 * (Est.)	No. of expected 2016 intake from public sector
AA Scholarships (Masters) *	8	10	12	16	-	7	6
AA Africa Fellowships (Short courses)	7	12	8	4	na	na	-
AA Fellowships (Professional development)	2	2	-	-	na	na	-
<i>Sub Total</i>	<i>17</i>	<i>24</i>	<i>20</i>	<i>20</i>	<i>na</i>	<i>7</i>	<i>6</i>

SIERRA LEONE	2011	2012	2013	2014	2015 *	2016 (Est.) *	No. of expected 2016 intake from public sector
AA Scholarships (Masters) *	8	7	8	12	-	6	3
AA Africa Fellowships (Short courses)	1	3	5	2	na	na	-

Senate Foreign Affairs, Defence and Trade Legislation Committee

Additional Estimates 2015, 26 February 2015

QUESTIONS ON NOTICE/IN WRITING

AA Fellowships (Professional development)	1	6	2	-	2	na	-
<i>Sub Total</i>	<i>10</i>	<i>16</i>	<i>15</i>	<i>14</i>	<i>2</i>	<i>6</i>	<i>3</i>

Notes:

* Six awardees from Liberia and five from Sierra Leone were originally scheduled to commence Masters awards in 2015. Their commencement was postponed following the ebola crisis and discussions with the Liberia and Sierra Leone governments; the Government of Liberia had indicated it wanted officials to remain in the country to assist with the crisis. These students are now expected to commence in 2016.

na: Numbers are not yet available as the selection processes are not finalised.

Senate Foreign Affairs, Defence and Trade Legislation Committee

Additional Estimates 2015, 26 February 2015

QUESTIONS ON NOTICE/IN WRITING

Question No 6

Program: DFAT

Topic: Ebola - Australia Awards

Question on Notice

Page: 20

Senator Di Natale

Question

Mr McDonald: They are not all government. I just gave you an example. Some of them are from government.

Senator DI NATALE: Some are, but many of them are not. Many of them are private sector and so on.

Mr McDonald: There are six from Liberia and five from Sierra Leone. That is the number I am talking about. That is the master's degree. Maybe I'll take it on notice.

Answer

Please refer to the answer provided for question 5.

QUESTIONS ON NOTICE/IN WRITING

Question No 7

Program: DFAT

Topic: Ebola

Question on Notice

Page: 24

Senator Singh

Question

Senator SINGH: *Has DFAT received any complaints in relation to the Department of Health or the Department of Immigration and Border Protection regarding the handling of these re-entry issues?*

Mr Varghese: *I am not aware of any complaints. Do you mean complaints about the Department of Health and the department of immigration?*

Senator SINGH: *I said from the Department of Health or the department of immigration.*

Mr Varghese: *I am not aware of it. My colleagues may have some information.*

Mr Exell: *I am aware that our post in Accra relayed some advice through to the Department of Health and immigration about some of the protocols. But I am not aware of the specific details.*

Senator SINGH: *The post where, sorry?*

Mr Exell: *It is our post in Ghana. They received some questions around those measures that were introduced. I think they relayed those through to the department of immigration and the Department of Health.*

Senator SINGH: *Can you provide the committee with some detail as to what those complaints were?*

Mr Exell: *I would have to take that on notice. I do not have the specifics of the questions that they asked.*

Senate Foreign Affairs, Defence and Trade Legislation Committee

Additional Estimates 2015, 26 February 2015

QUESTIONS ON NOTICE/IN WRITING

Answer

The Australian High Commission in Accra, Ghana, which has accreditation for a number of West African countries including Ebola-affected countries, received questions regarding whether there were quarantine requirements for Australians returning to Australia, the impact on holders of a permanent Australian visa who were not residing in Australia, the impact on people seeking to transit through Australia and the relevant instructions issued to airlines (if any). The Australian High Commission in Accra also received questions relating to how Ebola-related immigration policies apply to people who are not Australian citizens or permanent residents.

DFAT (Canberra) referred questions to the Department of Immigration and Border Protection.

QUESTIONS ON NOTICE/IN WRITING

Question No 8

Program: DFAT

Topic: Ebola

Question on Notice

Page: 24

Senator Singh

Question

Senator SINGH: *Are you aware of how humanitarian workers are welcomed home? Are they thanked for their service?*

Mr Exell: *Are you referring to Aspen workers or are you referring to broader NGO workers?*

Senator SINGH: *We are talking about Ebola, so I am actually focused on particularly Aspen workers. But humanitarian workers that have been working in Ebola affected countries.*

Mr Exell: *I can refer to Aspen Medical, who are supported on their return back into Australia. They actually remain employed by Aspen for a period of three weeks after they return. They are recognised by Aspen in the work that they do.*

Senator SINGH: *How specifically are they welcomed home?*

Mr Exell: *Do you mean if they are met at the airport? What do you mean?*

Mr McDonald: *We would have to take that on notice. We would need to talk to them about how that actually works.*

Senator SINGH: *Okay. If you are taking it on notice, can you take on notice other NGO workers who have been working with Ebola?*

Answer

On 6 January 2015, the Foreign Minister in a media release stated:

“I also thank and welcome home the first Australian health workers who have returned to Australia after their deployment. In line with national, state and territory guidelines, the health of returning workers will be closely monitored to ensure their well-being, and that of the broader Australian

QUESTIONS ON NOTICE/IN WRITING

public. Our best wishes are with the Australian health professionals currently working at the Hastings Airfield clinic.”

This recognition was directly brought to the attention of Aspen Medical personnel in Sierra Leone.

With regard to Aspen Medical workers:

Aspen Medical is managing all aspects of the welfare of Australian personnel contracted to it to staff the Ebola Treatment Centre (ETC) in Sierra Leone. Aspen Medical health care workers remain an Aspen Medical employee for a 21 day observation period after returning to Australia. All Aspen Medical employees complete a debriefing/exit interview at the end of their time in Sierra Leone. On return to Australia, they complete an Ebola Exposure Risk Assessment and are issued with a Check and Report Ebola (CARE) Kit which contains tools to assist returned workers complete daily health checks for 21 day observation period. Employees also have access to on-going psychological support through Aspen Medical’s dedicated Employee Assistance Program (EAP) (voluntary, confidential counselling and support by phone) during this time.

- Aspen Medical is providing weekly updates on the arrival status of their health care workers into Australia.
- On return to Australia, all passengers (including returning health care and other aid workers) are screened at the international border, under the border screening arrangements for Ebola Virus Disease:
 - All travellers must complete a travel history card and declare whether they have been in an Ebola affected country over the past 21 days.
 - Passengers who have been in an Ebola affected country in the 21 days prior to entering Australia are referred to biosecurity officers of the Department of Agriculture to have their temperature checked and undergo further questioning to assess their risk of exposure to Ebola Virus Disease.
 - If a passenger has been in close contact with a person with Ebola, attended a funeral or had a fever in the past 24 hours, or has a temperature above 37.5 degrees celcius, biosecurity officers refer the passenger to state and territory human quarantine officers for further assessment.
- Following assessment at the airport, the Department of Health has in place nationally agreed guidelines for risk assessment and management of returning health care and other aid workers. The following guidelines apply to both Aspen Medical and non-Aspen Medical healthcare workers working with Ebola patients:
 - State and territory public health authorities to individually assess each returning health care worker and to conduct an exposure and clinical risk assessment.
 - All returning health care workers are required to measure their temperature twice daily and monitor for symptoms and report these results to public

QUESTIONS ON NOTICE/IN WRITING

health authorities on a daily basis for 21 days after leaving an Ebola-affected country.

- Health care workers will not be allowed to conduct clinical care for at least 21 days after leaving an Ebola-affected country.
- The outcome of the risk assessment will also determine an appropriate monitoring plan, which, in addition to the above requirements, is individualised to that worker and outlines any restriction of activities (living, working, movement and social mixing) and place of residence as appropriate to that risk.

With regard to NGO humanitarian workers:

- The abovementioned guidelines apply to all health care workers returning to Australia after working with Ebola patients.
- NGOs provide guidance for their health care workers returning to Australia.
- As for Aspen Medical, the Australian Red Cross, MSF and RedR are providing weekly updates on the arrival status of their health care workers into Australia. NGOs with fewer personnel in West Africa are providing updates as required. The information is being shared with State and Territory Chief Health Officers to assist health services to follow up with returning health care workers and support ongoing monitoring of their health status.

QUESTIONS ON NOTICE/IN WRITING

Question No 9

Program: DFAT

Topic: Performance of Australian aid 35T

Question on Notice

Page: 27

Senator Rhiannon

Question

What is the proportion of DFAT ODA delivered by NGOs, contractors and multilateral organisations for 2013-14, 2012-13 and 2011-12?

Answer

The proportions of DFAT ODA delivered through NGOs, multilateral organisations and commercial contractors over the past three years are:

- 2013-14: NGOs 15%; contractors 21%; multilateral organisations 40%.
- 2012-13: NGOs 14%; contractors 20%; multilateral organisations 40%.
- 2011-12: NGOs 14%; contractors 16%; multilateral organisations 42%.

Senate Foreign Affairs, Defence and Trade Legislation Committee

Additional Estimates 2015, 26 February 2015

QUESTIONS ON NOTICE/IN WRITING

Question No 10

Program: DFAT

Topic: Medical Research

Question on Notice

Page: 28

Senator Rhiannon

Question

Senator RHIANNON: Will the details of other medical research spending that is committed thought 2014–15 be announced then as well?

Mr McDonald: In terms of the net expenditure on medical research, that would be aggregated at the end of the financial year, as we do for the total program. So medical research will be part of that. The minister announced, I think, last year \$30 million for research. That was her speech with the release of the policy. But I will confirm that for you and ensure that that is correct.

Answer

Information on total expenditure on health research for development in 2014-15 will be available after the conclusion of the financial year.

QUESTIONS ON NOTICE/IN WRITING

Question No 11

Program: DFAT

Topic: Innovation Hub

Question on Notice

Page: 32

Senator Gallacher

Question

Senator GALLACHER: There is \$140 million put into this innovation hub. What level of that will be spent on the normal things that the department needs, such as wages, people and all the trappings of office, so to speak?

Mr McDonald: I would have to take on notice whether anything is spent on the department. I would need to check that.

Answer

Of the \$140 million administered allocation, estimated operating expenses are around \$2.94 million over the four years of the initiative.

QUESTIONS ON NOTICE/IN WRITING

Question No 12

Program: DFAT

Topic: Innovation Hub

Question on Notice

Page: 32

Senator Gallacher

Question

Senator SINGH: *I think that you said that you are going to take the breakdown of the \$140 million on notice.*

Mr McDonald: *Yes, I'm happy to do that.*

Senator SINGH: *Can you also provide how much will go on not just staff salaries but staff travel?*

Mr McDonald: *Yes, sure. I will say that there is very little of that. The focus of the team is working across the organisation and working with our partners and the like. But I will take that on notice.*

Answer

Staff salaries are funded from the departmental budget. The travel budget allocated from the \$140 million for 2014-15 is up to \$139,000. This allocation is consistent with the travel budget for other areas of the department, given its international responsibilities.

QUESTIONS ON NOTICE/IN WRITING

Question No 13

Program: DFAT

Topic: Innovation Hub

Question on Notice

Page: 37

Senator Gallacher

Question

Senator GALLACHER: *Well, I am happy with that. I think after 14 hours you might be weary of it yourself. But I would be very happy with that. Can we have a little more detail on the one project that we have under way?*

Mr McDonald: *That is the global innovation fund that I referred to earlier. Yes, we can.*

Senator GALLACHER: *Yes. So that is how you tie in internationally?*

Mr McDonald: *That is a partnership with the US, the UK, Sweden and Australia. That is generating, as I said, new ideas. It is not a body that is up and running already. It is just commencing.*

Senator GALLACHER: *Has there been any expenditure?*

Mr McDonald: *I do not think so, no. It has been announced, but I do not think that there has been any expenditure. But I would take that on notice and provide you with that detail.*

Answer

The Global Innovation Fund is in start-up mode and has not made any investments to date. The fund began accepting new ideas from end September 2014 and has received 1,000 proposals to date.

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QUESTIONS ON NOTICE/IN WRITING

Question No 14

Program: DFAT

Topic: Aid investment plans

Question on Notice

Page: 38

Senator Gallacher

Question

Senator GALLACHER: I would just like to know how many aid investment plans the committee expects to have completed by July 2015. If you could take that on notice.

Mr McDonald: Happy to.

Answer

In line with the Government's aid program performance framework, the Department is committed to delivering high-quality Aid Investment Plans (AIPs) for all country and regional programs. AIPs will be finalised as quickly as possible following the 2015-16 budget process.

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QUESTIONS ON NOTICE/IN WRITING

Question No 15

Program: DFAT

Topic: Innovation Hub

Question on Notice

Page: 42

Senator Singh

Question

Senator SINGH: I wanted to go back to Senator Gallacher's questions relating to the Innovation Hub before we move on, Mr McDonald. I think you said there was a very small team. Can you tell the committee the full-time equivalent of the team?

Mr McDonald: I took that on notice.

Answer

The Innovation Hub (now *innovationXchange*) team consists of eight full-time equivalent DFAT staff.

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QUESTIONS ON NOTICE/IN WRITING

Question No 16

Program: DFAT

Topic: Innovation Hub

Question on Notice

Page: 42

Senator Singh

Question

Senator SINGH: Have any external consultants or new hires been brought in to work on this hub?

Mr McDonald: I would like to take that on notice, but we have had someone from USAID come in for a short time who had expertise on financial instruments. That is all I can recall. I would like to take that on notice so that I give you the correct information.

Answer

Yes, one secondee from USAID, one secondee from DfID and one short term external engagement.

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QUESTIONS ON NOTICE/IN WRITING

Question No 17

Program: DFAT

Topic: Innovation Hub

Question on Notice

Page: 42

Senator Singh

Question

Senator SINGH: You also told Senator Gallacher that there was one innovation project currently announced?

Mr McDonald: Announced, yes.

Senator SINGH: How many are in the pipeline?

Mr McDonald: I would have to take that on notice. There are lots of things going on in the hub. There are lots of ideas coming in.

Answer

On 23 March 2015, the Foreign Minister announced three further innovation projects: a Data for Health partnership with Bloomberg Philanthropies; SEED Pacific; and an internal innovation competition, the DFAT Ideas Challenge.

Senate Foreign Affairs, Defence and Trade Legislation Committee

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QUESTIONS ON NOTICE/IN WRITING

Question No 18

Program: DFAT

Topic: Innovation Hub

Question on Notice

Page: 42

Senator Singh

Question

Senator SINGH: If there are any projects that are near completion, could you take that on notice, too?

Mr McDonald: Yes, I am happy to take that on notice.

Answer

There are no projects currently near completion. The *innovationXchange* was launched on 23 March 2015.

QUESTIONS ON NOTICE/IN WRITING

Question No 19

Program: DFAT

Topic: Economic diplomacy

Question on Notice

Page: 42

Senator Singh

Question

Senator SINGH: *I am aware that Minister Bishop referenced 2,000 ideas which were submitted to the department during her speech at the Lowy Institute on 18 August last year. Do you have a copy of those submissions?*

Mr Varghese: *I am not quite sure which speech you are referring to. Is this in the context of economic diplomacy, when we launched the economic diplomacy at Lowy?*

Senator SINGH: *Yes.*

Mr Varghese: *I think that was—*

Senator SINGH: *She waved it around during her speech.*

Mr Varghese: *If you take all of the Economic Diplomacy Plans that our 95 posts and our divisions in Canberra and our state offices have produced and if you add up the objectives that they have set for themselves, I think that was the number the minister was referring to.*

Senator SINGH: *She was quite proudly saying 2,000 ideas. I am trying to see how many of these ideas have been implemented.*

Mr Varghese: *These are not necessarily ideas that would be implemented in the space of several months or even a year. A lot of economic diplomacy also takes time to achieve your objectives. As to whether those economic diplomacy plans can be shared with the committee, can I just take that on notice, if you do not mind?*

Answer

No. The strategies are internal planning documents that explain Australia's economic objectives in each country of accreditation and their public release could impact on Australia's relations with those countries. Each post will release case studies to demonstrate economic diplomacy successes in countries of accreditation.

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QUESTIONS ON NOTICE/IN WRITING

Question No 20

Program: DFAT

Topic: Great Barrier Reef

Question on Notice

Page: 52

Senator Waters

Question

Senator WATERS: Can you take on notice for me precisely who has been instructed to have discussions with financial institutions about investment in developments around the Great Barrier Reef?

Mr Varghese: I am happy to do that.

Answer

Posts in New York (Consulate-General), London, Hong Kong and Singapore were instructed to have discussions with financial institutions about investment in developments around the Great Barrier Reef region. No post was instructed to – nor did they – lobby any financial institution for a loan.

All posts accredited to World Heritage Committee member countries were copied on the request to the above-named posts, but were not required to action the request.

QUESTIONS ON NOTICE/IN WRITING

Question No 21

Program: DFAT

Topic: Great Barrier Reef

Question on Notice

Page: 52

Senator Waters

Question

Senator WATERS: Coming back to those financial institutions that former Minister Minchin met with.

Mr Varghese: The discussions that the consul-general had with financial institutions are discussions that I think should be treated as in-confidence. I do not think the parties to those discussions would necessarily appreciate being publicly identified and I do not think it is appropriate to publicly identify them.

Senator WATERS: I beg to differ with your assessment and I believe that under the standing orders I am entitled to ask for and to be provided with that information.

Mr Varghese: I will take that on notice.

Answer

The Department is not in a position to provide this information. The release of the names of these financial institutions would damage Australia's trade and investment relationships, and potentially reveal commercially-in-confidence matters.

QUESTIONS ON NOTICE/IN WRITING

Question No 22

Program: DFAT

Topic: Great Barrier Reef

Question on Notice

Page: 53

Senator Waters

Question

Senator WATERS: *I have two follow-ups on that. Firstly, can you supply for me any information that was not in the State Party Report, which is clearly a public document that I have read and I am sure many others have also read. Is there anything that was not just in the State Party Report? Can you supply a list of those documents and the documents themselves? Secondly, you say the information was about how Australia is looking to meet the recommendations. Is that simply information that was on the public record in the State Party Report or is there additional information that Mr Minchin was able to tell those bankers that perhaps the Australian public would like to hear as well?*

Mr Woolcott: *I would need to take that on notice to see exactly what Mr Minchin said in his report.*

Answer

Mr Minchin did not provide any information that was not in the public realm. He advised interlocutors of Australia's strong environmental regulatory framework and provided them with the following material:

- the Australian Government brochure 'What Australia is doing to manage the Great Barrier Reef' (October 2014 – since updated), published on the website of the Department of the Environment
- a map of the Great Barrier Reef
- a map of the Bowen Basin
- Minister Hunt press release, 'We're already putting an end to dumping in the Great Barrier Reef Marine Park', 10 November 2014
- the Great Barrier Reef Marine Park Authority document, 'Status of capital dredging projects adjacent to the GBR coast in September 2014', also published on the website of the Department of the Environment.

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QUESTIONS ON NOTICE/IN WRITING

Question No 23

Program: DFAT

Topic: Great Barrier Reef

Question on Notice

Page: 54

Senator Waters

Question

Senator WATERS: Do we have any documentary trail to hand to establish who else was present at those meetings?

Mr Woolcott: I am not aware if Mr Minchin was accompanied by any other officers but, again, we can take that on notice.

Answer

Mr Minchin was accompanied by the Consulate-General's Director of Public Diplomacy.

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QUESTIONS ON NOTICE/IN WRITING

Question No 24

Program: DFAT

Topic: Great Barrier Reef

Question on Notice

Page: 54

Senator Waters

Question

Senator WATERS: I am particularly interested, of course, if any of the actual companies that have an interest in this regard were present either at the meetings or indeed were informed of the meetings either before or after the meeting actually occurred. So, if you could take that on notice as well? That is all the questions I have.

Answer

No other companies were present at these meetings, nor informed of them before or after the meetings occurred.

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QUESTIONS ON NOTICE/IN WRITING

Question No 25

Program: DFAT

Topic: Heads of Missions – HOM/HOP Appointments

Question on Notice

Page: 54

Senator Singh

Question

What diplomatic posts are up for renewal this year?

Answer

Head of Mission (HOM) and Head of Post (HOP) appointments are determined by the Government of the day. We expect the following Head of Mission and Head of Post positions will fall vacant in 2015:

Post	Position
2015	
Accra	High Commissioner
Baghdad	Ambassador
Beijing	Ambassador
Ho Chi Minh City	Consul-General
Holy See	Ambassador
Hong Kong	Consul-General
Honiara RAMSI	Special Coordinator
Islamabad	High Commissioner
Los Angeles	Consul-General
Mexico City	Ambassador
Nicosia	High Commissioner
Noumea	Consul-General
Pohnpei	Ambassador
Rome	Ambassador
Shanghai	Consul-General
Tarawa	High Commissioner
The Hague	Ambassador
Washington	Ambassador
Wellington	High Commissioner

QUESTIONS ON NOTICE/IN WRITING

Question No 26

Program: DFAT

Topic: Minister Robb visit to China

Question on Notice

Page: 55

Senator Singh

Question

Senator SINGH: *That is fair enough. On the week of 5 December 2014 the Trade and Investment Minister, Andrew Robb, visited China for a high-level dialogue in Beijing. Who were the members of the Australian delegation?*

Mr Varghese: *This is the meeting in December last year?*

Senator SINGH: *Yes.*

Mr Varghese: *I would have to take on notice the full details. I participated in it and I am just trying to think who the other members of the delegation were. It was a delegation that comprised not just people in government but people in academia and in civil society and former political leaders. Peter Costello led it for Australia. It included some journalists—for example, Rowan Callick and Tony Walker were there. It included people from think-tanks such as Michael Fullilove and Jenny McGregor, the head of Asialink. It included some academics such as Peter Hoj, the Vice-Chancellor of Queensland University. I do not know if Mr Meehan has the full list, but I am just going on my memory.*

Senator SINGH: *That is a fairly good memory, so perhaps we will take it on notice to have the full list.*

Mr Varghese: *Yes.*

Answer

The Australian representatives for the Australia–China High Level Dialogue held in Beijing in December 2014 were:

- **The Hon Peter Costello AC**, co-Chair, Australia-China Forum; Chairman of ECG Financial Pty Ltd the Future Fund Board of Governors

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- **The Hon Andrew Robb AO MP**, Minister for Trade and Investment (on behalf of the Foreign Minister)
- **Mr Peter Varghese AO**, Secretary, Department of Foreign Affairs and Trade
- **HE Ms Frances Adamson**, Australian Ambassador to the People's Republic of China
- **The Hon Warwick Smith AM**, Chairman ANZ NSW and ACT; Chair, Australia China Council
- **Professor Peter Høj**, Vice Chancellor and President, The University of Queensland
- **Mr Trevor Rowe AO**, Executive Chairman, Rothschild Australia and New Zealand
- **Ms Jenny McGregor**, Chief Executive Officer, Asialink
- **Dr Michael Fullilove**, Executive Director, Lowy Institute
- **Mr Rowan Callick**, Asia-Pacific Editor, The Australian
- **Mr Tony Walker**, Australian Financial Review
- **Ms Fiona Lawrie**, Executive Director, Australia–China Youth Dialogue
- **Dr Nick Gales**, Chief Scientist, Australian Antarctic Division Department of Environment
- **Ms Tracy Colgan**, Chair AustCham, President and Beijing based Managing Director of Kamsky Associates
- **Mr Richard Haeselgrave**, Commercial Director Tennis Australia

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QUESTIONS ON NOTICE/IN WRITING

Question No 27

Program: DFAT

Topic: Minister Robb visit to China

Question on Notice

Page: 55

Senator Singh

Question

Senator SINGH: What is the cost associated with each delegate's participation? How is that cost covered?

Mr Varghese: I would have to take on notice what the cost arrangements were. I think they paid their own way to and from. I would need to take advice on whether we picked up any costs. I am happy to do that.

Answer

The Department of Finance covered the cost of overseas travel for Minister Robb. The last tabled report on Parliamentarians' Entitlement Reporting covered the period: 1 January to 30 June 2014.

DFAT covered the travel and accommodation costs of the Secretary, Mr Peter Varghese AO, another DFAT officer, and the Australian co-chair, the Hon Peter Costello AC (total: approximately \$23,000).

All other members of the delegation met their own travel and accommodation costs.

The Australian Embassy in Beijing provided ground transport for delegates, some interpreting support and hospitality (total: approximately \$3,600).

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QUESTIONS ON NOTICE/IN WRITING

Question No 28

Program: DFAT

Topic: Aid - East Asia

Question on Notice

Page: 56

Senator Singh

Question

Senator SINGH: *Let us look at the 2013-14 federal budget cuts. Which programs have been already impacted by that budget?*

Mr McDonald: *In relation to the 2013-14 reductions—*

Senator SINGH: *I am only talking in relation to the East Asian region.*

Mr McDonald: *I do not think we would have that information handy, but we certainly put it on the website at the time and we provided it to the committee. There was a discussion here about it. We can certainly provide it to you on notice, but we would not have it here.*

Answer

Region/Country	Actual 2012-13	Budget 2013-14
East Asia	1,224.8	1,431.4
Indonesia	551.7	646.8
Vietnam	142.9	159.1
Philippines	133.3	141.0
East Asia Regional	54.0	100.0
Timor-Leste	111.5	125.7
Burma	75.5	82.8
Cambodia	86.0	97.2
Laos	55.1	62.4
Mongolia	14.8	16.5

QUESTIONS ON NOTICE/IN WRITING

Question No 29

Program: DFAT

Topic: Burma - Elections

Question on Notice

Page: 57

Senator Ludlam

Question

Senator LUDLAM: Can you give any detail around what kind of assistance we are providing and whom it is being provided through?

Mr Chittick: I might have to take some of the detail of that on notice. The two key elements, as I mentioned earlier, of our support for the preparation for the elections are to provide support to improve voter registration and to build the capacity of the Union Election Commission. Both of those elements are designed to help Burma deliver inclusive and credible parliamentary elections this year.

Answer

Australia has provided \$3 million to the International Foundation for Electoral Systems to strengthen Burma's Union Election Commission's technical capacity and operational effectiveness. This includes:

- strengthening marginalised citizens' participation in key aspects of the electoral process
- developing and implementing a new voter registration system.

Australia has provided \$1 million to the Australian Electoral Commission (AEC) to provide targeted peer-to-peer support to the Union Election Commission, with a particular focus on strengthening the conduct of poll workers on election day. There is one official from the AEC currently in Burma undertaking this work.

QUESTIONS ON NOTICE/IN WRITING

Question No 30

Program: DFAT

Topic: Burma

Question on Notice

Page: 58

Senator Ludlam

Question

Senator LUDLAM: *Just finally on this topic, have we been invited or have we proposed to send anybody into the country as election observers or to assist in conducting the election itself?*

Mr Chittick: *I am not aware of that. I can take that on notice.*

Senator LUDLAM: *Yes, if you can, with either side as to whether we have made that proposition to Burmese authorities or whether it has come back the other way and, if so, the scope of what that might look like. I know there is a reasonably solid tradition here of MPs or other people travelling into parts of the world like that. I will leave it at that. If there is any more definition that you are happy to provide us with on notice on the kind of assistance that we are offering, that would be useful.*

Mr Chittick: *I would be very happy to provide some detailed information in terms of the support for the electoral sector and which of our other partners and Burma's other partners are supporting them in that area.*

Answer

At this stage, Australia has not been requested, nor have we proposed, to provide election observers.

Denmark, the European Union, Norway, Switzerland, the United Kingdom and the United States of America are all providing support to government and non-government organisations to support credible and inclusive elections. Consistent with international best practice, all donors are coordinating electoral support through a range of established forums on the ground in Burma.

For information on Australia's electoral support in Burma, see response to Question 29.

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QUESTIONS ON NOTICE/IN WRITING

Question No 31

Program: DFAT

Topic: Russia - Uranium

Question on Notice

Page: 60

Senator Ludlam

Question

Senator LUDLAM: Could you provide us, on notice, with a list of countries whose uranium fuel comes to us through Russian enrichment facilities?

Dr Floyd: I would be happy to take that on notice.

Answer

With regard to Australian uranium processed in Russia and provided to third countries, shipments were made: to the United Kingdom in 2012 and (from the then Soviet Union) to Sweden from 1983 to 1985.

QUESTIONS ON NOTICE/IN WRITING

Question No 32

Program: DFAT

Topic: Japan - Whaling

Question on Notice

Page: 66

Senator Whish-Wilson

Question

Senator WHISH-WILSON: *I would like to ask the Attorney-General a couple of simple questions on whaling. Are you taking any action in the IWC or in Japan's proposal to return to the Southern Ocean this summer?*

Senator Brandis: *This is a bipartisan position, as you know. Australia has been very active in this area. I do not believe there are any current proceedings and I do not have a brief on the matter here, but I will take that on notice.*

Senator WHISH-WILSON: *Could you take on notice where you sought any legal advice?*

Senator Brandis: *When you say 'sought any legal advice', there is, within the Attorney-General's Department a unit called the Office of International Law which frequently advises, as you would expect, on international legal matters. This issue of whaling has been on the agenda of governments of both political persuasions for some years so there is regular advice, certainly, from OIL. I have also seen advice from the Solicitor-General some time ago. Whether any other external legal advice has lately been taken, I will come back to you.*

Senator WHISH-WILSON: *I would appreciate that, and specifically whether you are preparing to lodge a case in the International Court of Justice.*

Answer

Australia considers the International Whaling Commission (IWC) to be the appropriate forum to address issues relating to whales and whaling, including the review of Japan's new special permit whaling proposal "Plan for a New Scientific Whale Research Program in the Antarctic Ocean (NEWREP-A)". The Australian

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QUESTIONS ON NOTICE/IN WRITING

Government is providing robust scrutiny of NEWREP-A through its participation in established IWC Scientific Committee and Commission processes. Two Australian Government scientists attended the Scientific Committee's expert panel workshop held in Tokyo on 7-10 February 2015 to consider Japan's new whaling proposal. The full Scientific Committee will consider the report from that workshop at its annual meeting in May 2015. At its last meeting (September 2014), the IWC adopted a resolution that ensures that the Commission and its Committees take account of the principles established by the International Court of Justice (ICJ) March 2014 judgment when assessing special permit whaling programs.

No legal advice has been provided on NEWREP-A. The Australian Government is not preparing to lodge a case in the International Court of Justice.

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QUESTIONS ON NOTICE/IN WRITING

Question No 33

Program: DFAT

Topic: Ministerial visit to South America

Question on Notice

Page: 67

Senator Wong

Question

Senator WONG: Can I have a copy of that letter of 20 May?

Answer

Correspondence between the Prime Minister's Office and the Office of the Minister for Foreign Affairs is confidential. The Department is not in a position to release this correspondence.

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QUESTIONS ON NOTICE/IN WRITING

Question No 34

Program: DFAT

Topic: Ministerial visit to South America

Question on Notice

Page: 68

Senator Wong

Question

Senator WONG: So, Lima was not supported. Was there a reason given?

Mr Varghese: I would have to check. I do not think there was, but I will check before I confirm that.

Senator WONG: I assume that you will take on notice so I ask for a copy of that letter, too.

Mr Varghese: I will certainly take it on notice. As you would appreciate, a letter from the minister to the Prime Minister, I would at the very least need to check with the principals.

Answer

No reason was given.

Correspondence between the Prime Minister's Office and the Office of the Minister for Foreign Affairs is confidential. The Department is not in a position to release this correspondence.

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QUESTIONS ON NOTICE/IN WRITING

Question No 35

Program: DFAT

Topic: Ministerial visit to South America

Question on Notice

Page: 68

Senator Wong

Question

Senator WONG: I agree with her. When was the response provided to the 9 September letter?

Mr Varghese: We have a response on 28 November, office to office, approving the travel.

Senator WONG: I also request a copy of that letter. I can ask in Trade estimates if you would like, but for ease, given I assume you will be—

Answer

The department does not have a copy of that correspondence, to which it was not an addressee.

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QUESTIONS ON NOTICE/IN WRITING

Question No 36

Program: DFAT

Topic: Ministerial visit to South America

Question on Notice

Page: 69

Senator Wong

Question

Senator WONG: What documents were generated as a result of that phone call?

Mr Roach: I would need to take that on notice.

Senator WONG: I will request those as well.

Answer

The following documents were generated as a result of the phone call:

- Emails addressed to the Australian Embassy in Lima and the Americas Division within the department;
- Draft input for a proposed letter from the Trade and Investment Minister's office to the Prime Minister's office; and
- A cable to the Australian missions coordinating the visit.

QUESTIONS ON NOTICE/IN WRITING

Question No 37

Program: DFAT

Topic: Ministerial visit to South America

Question on Notice

Page: 71

Senator Wong

Question

Senator WONG: Can you tell me on this occasion how it was paid? Was it paid by credit card of the minister or was it paid by the credit card of the head of mission? Are you the head of mission, Mr Woolcott?

Senator Birmingham: Mr Woolcott is the ambassador.

Mr Woolcott: I am the Ambassador for the Environment.

Senator WONG: You mean the head of the mission?

Mr Roach: Yes.

Mr Varghese: It is our resident ambassador.

Senator WONG: Do you know?

Mr Roach: No, I do not. I will have to take that on notice.

Answer

The accommodation was paid by cheque by the Australian Embassy in Lima.

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QUESTIONS ON NOTICE/IN WRITING

Question No 38

Program: DFAT

Topic: Ministerial visit to South America

Question on Notice

Page: 71

Senator Wong

Question

Senator WONG: So you prepared the letter that sought approval of the minister's travel and submitted it to the Prime Minister's office?

Mr Roach: With the approximate costs.

Senator WONG: Tell me what that was.

Mr Roach: I would have to take that on notice.

...

Senator WONG: I would like the estimated cost of travel including the cost of accommodation, which I assume was in the letter. Is that right?

Answer

The estimated cost of travel for the visit to Beijing, Rio de Janeiro, Lima and Santiago was \$67,957, which included \$6,606 for accommodation for the Minister and his adviser.

QUESTIONS ON NOTICE/IN WRITING

Question No 39

Program: DFAT

Topic: Ministerial visit to South America

Question on Notice

Page: 72

Senator Wong

Question

Senator WONG: That is what I am asking for. On notice can I have a list of the persons on the delegation?

Mr Woolcott: Absolutely.

Senator WONG: Including their APS level.

Answer

Canberra-based officials on delegation to Lima conference:

- Peter Woolcott, Ambassador for the Environment
- Justin Lee, SES band 1
- Selina Wrighter, EL2
- Purdie Bowden, EL1
- Shannan Murphy, EL1
- Peter Horne, EL1
- Karla Juranek, EL1
- Dheny Raw, APS 6
- Byron Fay, APS 6
- Ken Xie, APS 6
- Simon Roz, EL1
- Nicole Steinweg, APS 5
- Robert Sturgiss, SES band 1 (Department of the Environment)
- Will Kimber, EL1 (Department of the Environment)

* Officials are from DFAT unless otherwise noted; List does not include the Ministerial Party.

QUESTIONS ON NOTICE/IN WRITING

Question No 40

Program: DFAT

Topic: Andrew Shearer

Question on Notice

Page: 74

Senator Wong

Question

Senator WONG: *I would request that you refer to the Prime Minister the question of the details around Mr Shearer's public comments which were reported in the press, the circumstances of them and how he was authorised to make them. It may be, as Senator Sinodinos rightly says, that he has made them in the context of the Brookings Institution event. That is one thing. I would make the point that I have also asked whether he was travelling abroad at public expense and, if so, what exemption was granted by the Prime Minister, as is required, because the guidelines do not permit a staff member to travel independently. I look forward to that response as well.*

Senator Brandis: *Senator Wong, as you know, I am a bit fussy about precision. Let me put the questions that I understand you are asking me to take on notice. First of all, it is whether Mr Shearer was travelling at public expense. Secondly, if he was, whether an appropriate exemption had been given to him.*

Senator WONG: *And the basis of that.*

Senator Brandis: *And the basis of any such exemption. Thirdly, the circumstances in which the remarks from which you have quoted, attributed to Mr Shearer by the journalist, John Kehoe, were made and, fourthly, how—by which I assume you mean by whom—they were authorised. Are those the matters that you want me to take on notice?*

Senator WONG: *Yes. I will add to that there was another article on 23 January 2015 in which Mr Shearer may not be directly reported. Yes, he is. He is directly quoted as saying, 'The main thing that keeps me awake at night is domestic terrorism and the new manifestation'—*

Senator Brandis: *I have said that myself.*

Senator WONG: *Yes, but you are elected and you are a cabinet minister.*

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QUESTIONS ON NOTICE/IN WRITING

Senator Brandis: I will take the same questions on notice in relation to that second attribution as well.

...

Senator WONG: Perhaps I can clarify the third point. We had two articles. The third point is Mr Shearer is reported in the media as 'speaking alongside PM Tony Abbott's national security adviser in Washington, Mr Medeiros', who is the US administration's representative. Then there is a further discussion, so I would like to know the circumstances of that discussion. Is that reported in the media as a press conference or is it, as Senator Sinodinos said, simply that someone attended the meeting?

Dr Hammer: I do not have—

Senator WONG: You will not. You do not know this. I am asking the Attorney.

Senator Brandis: I will take that on notice.

Senator WONG: He is taking that on notice. If you could add that to the list, thank you.

Answer

The question should be directed to the Department of the Prime Minister and Cabinet.

QUESTIONS ON NOTICE/IN WRITING

Question No 41

Program: DFAT

Topic: Sri Lanka

Question on Notice

Page: 75

Senator Rhiannon

Question

Senator RHIANNON: *I would like to start with Sri Lanka. Have there been any discussions with the former or the current Sri Lankan government on James Packer's Crown Resort interest in establishing a casino in Sri Lanka?*

Ms Klugman: *I would need to take the detail on notice. The Australian representatives in our High Commission in Colombo characteristically, as they are in embassies around the world, are active in support of Australia's broader interests including our trade, commercial and investment interests, but the interaction on that particular project I will have to take on notice.*

Senator RHIANNON: *The question in the first instance was: have there been any discussions? I suggest it would come down to a yes or no answer. Mr Varghese, in response to some issues asked by Senator Waters, gave emphasis to the assistance that our overseas embassies and high commissions give, so it is just a straight answer that I need to get this going.*

Mr Varghese: *I think the point Ms Klugman is trying to make is we do not know whether there have been any actual discussions. We will take that on notice. If there had been it would be completely unsurprising, given the brief that our heads of mission have to promote Australia's economic trade and investment interests.*

Answer

Yes. Australian officials did raise the Crown Group's proposed investment in Sri Lanka in general terms with the Sri Lankan Government in the course of broader advocacy on trade and investment issues. Crown Limited had not sought the assistance of the Australian High Commission in Colombo on its proposed investment.

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QUESTIONS ON NOTICE/IN WRITING

Question No 42

Program: DFAT

Topic: Sri Lanka

Question on Notice

Page: 75

Senator Rhiannon

Question

Senator RHIANNON: In taking it on notice could you also include: was the Sri Lankan government's decision to grant Mr Packer's company the five per cent tax rate discussed?

Mr Varghese: We will take that on notice.

Answer

No.

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QUESTIONS ON NOTICE/IN WRITING

Question No 43

Program: DFAT

Topic: Sri Lanka

Question on Notice

Page: 75

Senator Rhiannon

Question

Senator RHIANNON: Was this issue about the tax rate discussed before it was granted by the previous government?

Mr Varghese: I am happy to take that on notice as well.

Answer

No.

QUESTIONS ON NOTICE/IN WRITING

Question No 44

Program: DFAT

Topic: Sri Lanka

Question on Notice

Page: 77

Senator Rhiannon

Question

Senator RHIANNON: *It has been widely reported now about people connected to the previous government being involved in people smuggling operations. We have an extraordinary situation that we have a government that you have gone out of your way to cooperate with and now there are these allegations that people in that government are involved in people smuggling that we have put all this money into stopping. Surely this should be a top priority, even if it is only in the media. It would seem that it would be a priority for you to investigate.*

Ms Klugman: *Indeed, it is a very prominent priority. We have seen nothing to substantiate the sort of claims that come up periodically in the Sri Lankan media when it comes to claims of official complicity.*

Senator RHIANNON: *So, is the answer to that question about being referred to the AFP that the AFP person in the high commission in Colombo has not been requested to look into this further and report back?*

Ms Klugman: *I cannot answer for the Australian Federal Police?*

Senator RHIANNON: *It is also linked to DFAT. We know that the AFP obviously do not operate on their own. I am always told, when I ask these questions, about the role of DFAT and how integrated it is, so I am asking DFAT if there has been any interaction with the AFP or anybody at the high commission about investigating this further. Can you take that on notice?*

Ms Klugman: *Yes, I can take that on notice.*

Mr Varghese: *I will just make the point that the AFP has no power to investigate something in Sri Lanka.*

Answer

These allegations are a matter for the relevant authorities in Sri Lanka. The Australian Federal Police has no authority to undertake investigations in Sri Lanka.

QUESTIONS ON NOTICE/IN WRITING

Question No 45

Program: DFAT

Topic: Australian aid programs in Gaza

Question on Notice

Page: 77

Senator Rhiannon

Question

Senator RHIANNON: *I will move onto Palestine. How many projects funded by Australian aid were destroyed by the Israeli army during the 2014 war in Gaza?*

Mr McDonald: *We will need Mr Innes-Brown for that?*

CHAIR: *Did you hear the question?*

Mr Innes-Brown: *I think I heard the question. It was about how many Australian projects were destroyed. I think we went through this in the last estimates hearing. There was some damage to Australian funded projects. I can give you the amounts of that.*

Senator RHIANNON: *While you are looking for that, I am also interested to understand what the process is for Australia responding to this, as well as understanding what the projects are and what the amount is. I am happy for you to table that because I do not have that much time. I am interested in what is the process for Australia responding when Australian projects funded by public money from this country are destroyed.*

Mr Innes-Brown: *I will take that on notice. As I said, there was damage. In Gaza, through our AMENCA program, we fund two NGOs, World Vision and Union Aid Abroad—APHEDA. World Vision estimated that the value of the assets that were lost in the communities that it works with was around \$1.8 million and Union Aid Abroad—APHEDA's estimate was about \$1.4 million.*

Answer

DFAT keeps in close contact with aid agencies implementing projects in Gaza with Australian funding. If any project is affected we respond on a case-by-case basis.

QUESTIONS ON NOTICE/IN WRITING

Question No 46

Program: DFAT

Topic: Australian aid programs in Gaza

Question on Notice

Page: 77

Senator Rhiannon

Question

Senator RHIANNON: Recognising Australia's contribution to the Gaza Reconstruction Fund, what is the projection for when the 96,000 homes that were demolished when Israel invaded Gaza will be rebuilt?

Mr Innes-Brown: I do not have that information before me.

Senator RHIANNON: Can you take that on notice?

Mr Innes-Brown: Yes.

Answer

In such a complex operating environment DFAT is not able to estimate timeframes for the reconstruction of Gaza.

QUESTIONS ON NOTICE/IN WRITING

Question No 47

Program: DFAT

Topic: Australian aid programs in Gaza

Question on Notice

Page: 78

Senator Rhiannon

Question

Mr Innes-Brown: There was a conference that established this particular fund after the conflict. Australia did not make a pledge at that particular conference. In the aftermath of the conflict we provided \$15 million in humanitarian assistance as well as reprioritising some funding for the NGO partners who were at Gaza. That money was devoted to relief activities. We gave \$120,000 to a new initiative which was a materials monitoring unit which was set up to try to address the issue that you are alluding to in terms of the entry of materials and making sure that they went to the right purposes. That is what we have done. We think that is a particularly good initiative, to give donors confidence that materials that are funded are being used for the right purposes. We thought we would play a constructive role to try to address that issue.

Senator FAWCETT: Who runs that monitoring unit?

Mr Innes-Brown: I will have to take that on notice.

Answer

The Materials Monitoring Unit is part of the Gaza Reconstruction Mechanism which is a trilateral arrangement between the Palestinian Authority, Israel and the United Nations.

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QUESTIONS ON NOTICE/IN WRITING

Question No 48

Program: DFAT

Topic: Ministerial visit to South America

Question on Notice

Page: 80

Senator Wong

Question

Senator WONG: *Can you advise on notice what the tentative itinerary was or the itinerary that was planned prior to the Prime Minister's request to attend Peru? I think you said you would need to take that on notice.*

Dr Hammer: *Yes, I would.*

Answer

As at 28 November 2014, Mr Robb's draft program for Colombia was:

Draft program begins

Tuesday 9 December 2014

13:10	Arrive Bogota
13:10-14:15	Transit
14:15-15:30	Australia-based business
15:30-16:00	Briefing with HOM Santiago Tim Kane (accredited to Colombia) and Senior Trade Commissioner Crispin Conroy
16:00-16:15	Informal meet and greet with Australia business delegates who were in Bogota for the COALAR-sponsored Energy-Resources Executive Roundtable
16:15-17:00	Media interviews with local Colombian media outlets, including Portafolio (leading business and finance newspaper), El Tiempo (largest circulation broadsheet in Colombia) and La Republica (specialised economic newspaper)

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17:15-18:15	Meeting with Australian mining companies and the President of the Colombia Mining Association, Santiago Angel
18:30-19:00	Transit
19:00-19:30	Informal meeting with Australian Alumni
19:30-21:00	Networking Reception with Australian Alumni, education, government and industry representatives

Wednesday 10 December 2014

07:30-09:00	Official breakfast hosted by the Colombian Government at the Ministry of Foreign Affairs, including key business representatives and government officials (Vice Minister for Foreign Affairs, Ms Patti Londoño led the Colombia side).
09:00-09:30	Signing of Mining Cooperation MoU at the COALAR-sponsored Energy-Resources Executive Roundtable (co-signatory in Colombia was tentatively the Minister for Mining and Energy, Mr Tomás González Estrada. The MoU was signed by Mr Robb and Colombia's Ambassador to Chile, Álvaro Mauricio Echeverry Gutiérrez, in Santiago on 12 November).
09:30-10:00	Transit
10:00-10:45	Bilateral meeting with Colombian Minister for Commerce, Industry and Tourism, Ms Cecilia Alvarez-Correa Glen and Deputy President of Chilean Trade Promotion Agency, ProColombia
10:45-11:15	Transit
11:15-12:00	(Tentative) Bilateral meeting with Colombian Minister for Education, Gina Parody D'Echeona
12:00	Depart for Bogota International Airport

Draft program ends

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QUESTIONS ON NOTICE/IN WRITING

Question No 49

Program: DFAT

Topic: Ministerial visit to South America

Question on Notice

Page: 80

Senator Wong

Question

Mr Roach: Mr Robb's travel was approved on 1 December from the Prime Minister's office. In terms of the date in which that letter was dispatched to the PM, I need to take that on notice.

Answer

The letter was dispatched from the Office of the Minister for Trade and Investment to the Prime Minister's Office on 28 November 2014.

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QUESTIONS ON NOTICE/IN WRITING

Question No 50

Program: DFAT

Topic: Ministerial visit to South America

Question on Notice

Page: 52

Senator Wong

Question

Senator WONG: So, when was the forward travel bid for Mr Robb sent to the PMO.

Mr Roach: I would have to take that on notice. We were doing that around about May, to give you a sense of the month.

Answer

5 May 2014.

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QUESTIONS ON NOTICE/IN WRITING

Question No 51

Program: DFAT

Topic: Ministerial visit to South America

Question on Notice

Page: 81

Senator Wong

Question

Senator WONG: No. We know Lima was not. You have already given that evidence. We have established that. I am asking whether the Brazil, Colombia, Chile proposal was on the forward travel bid in May?

Mr Roach: I will need to take that on notice.

Answer

A proposal for a visit to South America was in the May 2014 forward travel bid.

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QUESTIONS ON NOTICE/IN WRITING

Question No 52

Program: DFAT

Topic: Ministerial visit to South America

Question on Notice

Page: 81

Senator Wong

Question

Senator WONG: When was the post advised that the Colombia component would be cancelled?

Dr Hammer: I am not sure. We would have to take that on notice.

Answer

Santiago Post was advised by cable on 28 November 2014 that Mr Robb would be unable to visit Colombia in December 2014.

QUESTIONS ON NOTICE/IN WRITING

Question No 53

Program: DFAT

Topic: Ministerial visit to South America

Question on Notice

Page: 81

Senator Wong

Question

Senator WONG: *Can you tell me who else had the post arranged to meet, with the understanding that this is obviously subject to people's availability? What was the planned itinerary for the Colombia portion of the trip?*

Dr Hammer: *From memory, we would have been seeking meetings for Mr Robb with his counterpart and also probably with any of the ministers involved with mining and possibly agriculture, but also the Minister for Foreign Affairs. He probably would have been involved in some additional activities to do with food, water and energy, which proceeded anyway. There were activities taking place in Colombia that he would have been involved in which proceeded anyway.*

Senator WONG: *That is fine. You have answered a lot with 'would have', so on notice you can clarify what did or did not happen rather than what might or might not have happened. Can you also take on notice the itinerary request?*

Dr Hammer: *To clarify, you would like to know what happened in Colombia even though the minister was not able to visit?*

Senator WONG: *Perhaps we can clarify what events you were referencing when you say 'would have proceeded anyway'. Do you see what I am saying?*

Mr Varghese: *Would you like to see the draft program?*

Senator WONG: *I would like to see the draft program. You were referencing that some events would have proceeded anyway. I assume, for example, there is an Australia-Colombia something or other?*

Answer

As at 28 November 2014, Mr Robb's draft program for Colombia was:

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QUESTIONS ON NOTICE/IN WRITING

Draft program begins

Tuesday 9 December 2014

13:10	Arrive Bogota
13:10-14:15	Transit
14:15-15:30	Australia-based business
15:30-16:00	Briefing with HOM Santiago Tim Kane (accredited to Colombia) and Senior Trade Commissioner Crispin Conroy
16:00-16:15	Informal meet and greet with Australia business delegates who were in Bogota for the COALAR-sponsored Energy-Resources Executive Roundtable
16:15-17:00	Media interviews with local Colombian media outlets, including Portafolio (leading business and finance newspaper), El Tiempo (largest circulation broadsheet in Colombia) and La Republica (specialised economic newspaper)
17:15-18:15	Meeting with Australian mining companies and the President of the Colombia Mining Association, Santiago Angel
18:30-19:00	Transit
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19:30-21:00	Networking Reception with Australian Alumni, education, government and industry representatives

Wednesday 10 December 2014

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09:00-09:30	Signing of Mining Cooperation MoU at the COALAR-sponsored Energy-Resources Executive Roundtable (co-signatory in Colombia was tentatively the Minister for Mining and Energy, Mr Tomás González Estrada. The MoU was signed by Mr Robb and Colombia's Ambassador to Chile, Álvaro Mauricio Echeverry Gutiérrez, in Santiago on 12 November).
09:30-10:00	Transit

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10:00-10:45	Bilateral meeting with Colombian Minister for Commerce, Industry and Tourism, Ms Cecilia Alvarez-Correa Glen and Deputy President of Chilean Trade Promotion Agency, ProColombia
10:45-11:15	Transit
11:15-12:00	(Tentative) Bilateral meeting with Colombian Minister for Education, Gina Parody D'Echeona
12:00	Depart for Bogota International Airport

Draft program ends

Following Mr Robb's withdrawal, the program of events organised by DFAT, Austrade and the Council on Australia Latin America Relations, which took place for Australian business representatives in Bogota over 9 and 10 December, still included:

- a business networking function, hosted by Australian Senior Trade Commissioner Crispin Conroy.
- a Roundtable on Building Knowledge Partnerships in the resources sector, hosted by Colombian Vice Minister for Foreign Affairs, Ms Patti Londoño; General Manager of Growth and Emerging Markets at Austrade, Mr Grame Barty; and the Director of the International Energy Centre and COALAR board member, Mr Tim McLennan. Participants in the Roundtable included Colombian Vice Minister for Mines, Ms Maria Isabel Ulloa, President and Vice President of the Colombian National Mining Agency; Presidents of the Colombian Mining Association and Colombian Petroleum Association; the CEO of Glencore/Prodeco Colombia; and senior managers of the main mining operations in Colombia.
- individual business meetings for members of the business delegation.

QUESTIONS ON NOTICE/IN WRITING

Question No 54

Program: DFAT

Topic: New Colombo Plan

Question on Notice

Page: 87

Senator Gallacher

Question

Senator GALLACHER: I am being called to order by the chair. I would appreciate if you could take on notice the performance against the performance indicators. If it is ongoing that is fine, or if it is completed that is fine.

Ms Duff: Yes. The pilot, itself, is still ongoing. In terms of the 2013-14 elements, certainly I can get the elements of that as set out in the annual report in terms of our performance against those KPIs for that financial year, but the pilot phase evaluation itself is still ongoing.

Answer

See answer to question 155.

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QUESTIONS ON NOTICE/IN WRITING

Question No 55

Program: DFAT

Topic: New Colombo Plan

Question on Notice

Page: 87

Senator Gallacher

Question

Senator GALLACHER: On notice, how are the findings of the pilot evaluation being applied to the wider role out of the New Colombo Plan and what are the key performance indicators for 2015?

Ms Duff: I am certainly happy to take that on notice.

Answer

See answer to question 155.

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QUESTIONS ON NOTICE/IN WRITING

Question No 56

Program: DFAT

Topic: Malaysia - Anwar Ibrahim

Question on Notice

Page: 88

Senator Xenophon

Question

Senator XENOPHON: Is it within the purview of the government to raise it with the Commonwealth Secretariat?

Mr Cox: I will take that on notice.

Answer

Yes, however, the Commonwealth Secretariat has not publicly engaged on the matter to date.

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QUESTIONS ON NOTICE/IN WRITING

Question No 57

Program: DFAT

Topic: Malaysia - Anwar Ibrahim

Question on Notice

Page: 88

Senator Xenophon

Question

Senator XENOPHON: The Inter-Parliamentary Union? That is really for MPs. If you could let me know on notice whether there are any other international bodies that the government may consider to make representations.

Mr Cox: I am aware that certain UN bodies, rapporteurs and others, have made comments about the conviction, or the upholding of the conviction, of Anwar Ibrahim by the Federal Court of Malaysia. They have made statements.

Answer

The most appropriate UN office, the Office of the United Nations High Commissioner for Human Rights (OHCHR), made a statement on 10 February 2015 expressing disappointment over Malaysia's Federal Court's decision to uphold the guilty verdict and five-year sentence for the opposition leader Anwar Ibrahim.

QUESTIONS ON NOTICE/IN WRITING

Question No 58

Program: DFAT

Topic: Bougainville

Question on Notice

Page: 88

Senator Rhiannon

Question

Senator RHIANNON: *Do you also have the funding that has been provided to experts other than advisers to the Autonomous Bougainville Government? I wanted to separate out the funding that you have provided to individuals, institutions and other organisations other than those advising the ABG.*

Mr Sloper: *Just to confirm, do you mean funding we provide to others who are providing services within Bougainville for the aid program?*

Senator RHIANNON: *Yes.*

Mr Sloper: *We would need to take the detail on notice but I can tell you that in terms of Bougainville as a whole we provided \$37.7 million last year through a range of providers and services. In terms of the breakdown it is not only directly to advisers but, as we provided to you on notice, which was part 7 of question No 82, we broke down a range of groups we also provided funding to largely around human rights, peacemaking, women's rights, agriculture and so on. We provided some information on the purposes, outcomes and the amount expended as well.*

Answer

Further to the response provided to question on notice number 82 (parts 2 and 7) of Supplementary Budget Estimates 2014, the following table shows forecast funding for major components of the Bougainville aid program for financial year 2014/15.

Activity	Type of support	Estimated expenditure 14/15
Education	Primary school infrastructure, scholarships, and advisory support to the Autonomous	\$9.25m

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QUESTIONS ON NOTICE/IN WRITING

	Bougainville Government (ABG) Department of Education.	
Health	Capacity building for the ABG Department of Health, community health worker training, maternal and child health, health infrastructure and prevention and control of communicable diseases including HIV/AIDS.	\$6.9m
Law and justice	Strengthening ABG law and justice agencies, training for Bougainville Police Service officers, land mediators and village courts officials, and construction of police housing and correctional facilities.	\$3.3m
Transport infrastructure	Maintenance work on Bougainville's main road network and sealing projects in Central Bougainville, including main streets in Arawa.	\$8.5m
Governance	Advisory support to the ABG in a range of areas, including project management, human resources, policy, legislative drafting and public financial management. There are also a number of governance projects, such as community radio, government infrastructure, ICT, recruitment of public servants and capacity building for community government officials.	\$5.3m
Democratic governance and peace building	Funding to support the Bougainville Peace Building Program, which aims to help the ABG facilitate the reconciliation of crisis-era disputes and conflicts. A small grants program has been expanded, with 28 grants provided to community based organisations, non-government organisations, and local level government. Grants are in the areas of: water and sanitation; construction of basic health and education infrastructure; training for women and youth; and economic development.	\$3m
Elections support	Support to the ABG to prepare for and conduct ABG general elections in May/June 2015. Support includes technical advice and advisory support, procurement of election-related materials (e.g. ballot boxes and awareness material) and coordination of observers.	\$4m
Agriculture	Partnering with the Australian Centre for International Agricultural Research to examine economic opportunities in cocoa production, in addition to establishing partnerships with the private sector, non-government organisations and ABG to support agricultural extension projects across	\$1.65m

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	Bougainville.	
Gender	Support includes: capacity building to the Bougainville Women's Federation to strengthen its policy and advocacy efforts; reducing violence against women through behavioural change programs, as well as improving support services to women who are at risk, or have experienced violence; economic empowerment, including expanding micro-finance services and financial skills training across Bougainville; and delivery of a more gender-sensitive curriculum in schools, including advocacy against gender-based violence (through the UN).	\$3.1m
Youth	Australian NGOs will pilot youth-focused activities, including in economic development, employment and leadership.	\$3m
Rugby League	An extension of the League Bilong Laif program to Bougainville schools.	\$0.35m
Total		\$48.35m

QUESTIONS ON NOTICE/IN WRITING

Question No 59

Program: DFAT

Topic: Bougainville

Question on Notice

Page: 89

Senator Rhiannon

Question

Senator RHIANNON: I would like to understand some of the programs that are being run on Bougainville. You would obviously be aware of the emphasis given to small-scale farmers improving agricultural productivity.

Mr Sloper: Yes.

Senator RHIANNON: How is this aim being achieved through aid expenditure on Bougainville? If you could give the amount of money and the proportion of the money that goes on such projects.

Mr Sloper: I would need to take that on notice. I am happy to do that in terms of the breakdown by sector. You are right. We have a range of projects relating to agriculture, service delivery, law and justice and health education. Some of them are delivered through PNG-wide programs that also have an impact in Bougainville and others are directly delivered on the ground with the Autonomous Bougainville Government.

Senator RHIANNON: I am interested in the total expenditure and the expenditure on small-scale agricultural projects, and if you could give us that percentage.

Mr Sloper: We would be happy to do so.

Answer

The Australian Government is working to reduce poverty and support sustainable economic growth in Bougainville by partnering with the Australian Centre for International Agricultural Research. This assistance will examine economic opportunities in cocoa production – primarily involving smallholder farmers – in addition to establishing partnerships with the private sector, non-government

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QUESTIONS ON NOTICE/IN WRITING

organisations and the Autonomous Bougainville Government to support agricultural extension projects.

In financial year 2014-15, the Australian Government will provide around \$1.6 million in assistance in Bougainville's agriculture sector – about three per cent of total planned assistance in financial year 2014/15. This figure does not include ACIAR's non-ODA work in Bougainville. Over the next five years, DFAT anticipates increasing expenditure on the agriculture sector to 10 per cent of total assistance to Bougainville.

QUESTIONS ON NOTICE/IN WRITING

Question No 60

Program: DFAT

Topic: Bougainville

Question on Notice

Page: 89

Senator Rhiannon

Question

Senator RHIANNON: *In the same period what specific mining related advice, consultation events or other assistance has been provided on Bougainville by the Australian government?*

Mr Sloper: *I think we have provided you with a breakdown in the questions on notice on the range of mining activities funded directly through the Autonomous Bougainville Government and also through the Mining for Development Initiative. We can provide them again if you wish, or are there specific advices?*

Senator RHIANNON: *Is that up to date?*

Mr Sloper: *That was as of October last year. I do not have more recent information available here.*

Senator RHIANNON: *I was asking for the 2014-15 period, to the end of this financial year.*

Mr Sloper: *We do not have to the end of this financial year yet.*

Senator RHIANNON: *You do not have what is projected?*

Mr Sloper: *Not in terms of final expenditure, no. We can check if since October there have been any further contracting out of services, but that covers all activity until now and it includes current advisers.*

Answer

Please note the response provided to questions on notice number 82 (part 4) and number 96 of Supplementary Budget Estimates 2014.

Additional assistance by the Australian aid program since 23 October 2014 includes funding for the Strategic and Legal adviser to the Autonomous

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QUESTIONS ON NOTICE/IN WRITING

Bougainville Government, Mr Anthony Regan, who provides advice on legal, constitutional and policy issues, some of which relates to mining policy and legislation. Australia's support for this position ceased upon the conclusion of the most recent contract on 31 March 2015.

Through the Governance and Implementation Fund, co-funded by Australia and New Zealand, Australia supported the Mining Community Negotiations and Consultations Project. The Project concluded on 31 December 2014.

QUESTIONS ON NOTICE/IN WRITING

Question No 61

Program: DFAT

Topic: Bougainville

Question on Notice

Page: 90

Senator Rhiannon

Question

Senator RHIANNON: Can you update us on your meetings with the land-owning communities in the Panguna mine area?

Mr Sloper: I would need to take that on notice in terms of the most recent meetings. There are ongoing consultations with that group and others.

Senator RHIANNON: Do you have some information there for the past year?

Mr Sloper: Not in terms of specifics for that community, but I can take that on notice.

Answer

DFAT officials meet regularly with landowners in Bougainville, including in the Panguna mine area, to listen to their views and to inform Australia's ongoing development activities.

QUESTIONS ON NOTICE/IN WRITING

Question No 62

Program: DFAT

Topic: Mekong - Don Sahong project

Question on Notice

Page: 90

Senator Rhiannon

Question

Senator RHIANNON: *I would like to move on to the Mekong. The Mekong River Commission Council, held in January this year, issued a statement that was relevant to the Don Sahong project, one of the latest dam projects there. This is obviously very relevant because of the large amounts of aid money that we spend in the Mekong area. Emphasis was given to the need to strengthen the prior consultation process. I understand that Thailand, Cambodia and Vietnam have all requested an extension of the prior consultation process, whereas Laos wishes to continue to push ahead with this dam project. Has the department requested that the Laos government carry out a trans boundary impact assessment of the project, as I understand has been requested by those other South East Asian countries?*

Mr Chittick: *I do not have any specific briefing in my papers on that issue. I know that there is some difference of opinion in terms of the prior consultation process. Australia's focus is very much on building the capacity of the Mekong River Commission to ensure that the prior consultation process is undertaken effectively. The decisions about the commencement of building work on dams is a sovereign decision of the countries involved and, from media articles this week, there is a significant number of dams being built on the main river and the tributaries of the Mekong by a large number of countries. The specifics about that January release I will have to take on notice.*

Answer

No, the department has not requested that the Laos government carry out a transboundary impact assessment. The decision to carry out such an assessment is a matter for the sovereign states concerned.

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QUESTIONS ON NOTICE/IN WRITING

Australia and other development partners continue to advocate for MRC countries to agree to an MRC process for conducting Transboundary Environmental Impact Assessments for all Mekong dams that are likely to have transboundary impacts.

QUESTIONS ON NOTICE/IN WRITING

Question No 63

Program: DFAT

Topic: Passports

Question on Notice

Page: 92

Senator Gallacher

Question

Senator GALLACHER: What is the total cost of the development of the P series passport?

Answer

The P series passport was developed in collaboration with our passport manufacturer, Note Printing Australia. The development was undertaken under the terms of the existing NPA contract and is built in to the unit passport cost. DFAT contributed to the development using existing staff resources.

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QUESTIONS ON NOTICE/IN WRITING

Question No 64

Program: DFAT

Topic: China Australia Free Trade Agreement

Question on Notice

Page: 93

Senator Wong

Question

Senator WONG: How many meetings have been held since the announced conclusion of negotiations?

Ms Adams: We have had two face-to-face meetings—one just before Christmas and one about two weeks ago—and, of course, a lot of other ongoing emails and interaction.

Senator WONG: Where were those two meetings?

Ms Adams: They were both in Beijing.

Senator WONG: Can you provide on notice the attendees and the departmental costs in relation to each of those meetings.

Answer

Both meetings were attended by two officials from the Department of Foreign Affairs and Trade (Free Trade Agreement Division).

The combined cost for the two meetings in Beijing was approx. \$35,800.

QUESTIONS ON NOTICE/IN WRITING

Question No 65

Program: DFAT

Topic: China Australia Free Trade Agreement

Question on Notice

Page: 95

Senator Wong

Question

Senator WONG: *What I am trying to ascertain is: what, in addition to the existing GATTs definition, has been agreed? Or, as I said, if you want to table an answer which includes it—and the minister lets you—I am also happy to get that.*

Ms Adams: *I think the definitions would be really quite similar, although there are sometimes slightly different terms used: like sometimes, in GATS there is a category called 'specialists' which we do not always include in the FTA commitments.*

Senator Brandis: *Senator, can I suggest a way forward: why do we not take your question on notice?*

Senator WONG: *Sure.*

Senator Brandis: *And then the officer can consider the extent to which she is able to tabulate for you a response, in consultation with the minister's office.*

Answer

Definitions of categories of commitments under ChAFTA

- Australia's Commitments

A business visitor of China means a natural person of China who is:

- (a) seeking to travel to Australia for business purposes, including for investment purposes, whose remuneration and financial support for the duration of the visit must be derived from sources outside

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Australia, and who must not engage in making direct sales to the general public or in supplying goods or services themselves; or

- (b) a service seller, who is a natural person not based in Australia whose remuneration and financial support for the duration of the visit must be derived from sources outside Australia, and who is a sales representative of a service supplying enterprise, seeking temporary entry for the purpose of negotiating for the sale of services or entering into agreements to sell services for that service supplying enterprise.

An intra-corporate transferee of China means an employee of an enterprise of China established in Australia through a branch, subsidiary or affiliate which is lawfully and actively operating in Australia, who is transferred to fill a position in the branch, subsidiary or affiliate of the enterprise in Australia, and who is:

- (a) an executive or a senior manager, who is a natural person responsible for the entire or a substantial part of the operations of the enterprise in Australia, receiving general supervision or direction principally from higher-level executives, the board of directors or stockholders of the enterprise, including directing the enterprise or a department or subdivision of it; supervising and controlling the work of other supervisory, professional or managerial employees; and having the authority to establish goals and policies of the department or subdivision of the enterprise; or
- (b) a specialist, who is a natural person with advanced trade, technical or professional skills and experience who must be assessed as having the necessary qualifications, or alternative credentials accepted as meeting Australia's standards, for that occupation, and who must have been employed by the employer for not less than two years immediately preceding the date of the application for temporary entry.
- (c) a manager, who is a natural person within an enterprise who primarily directs the enterprise or a department or subdivision of the enterprise, supervises and controls the work of other supervisory, professional or managerial employees, has the authority to hire and fire or take other personnel actions (such as promotion or leave authorization), and exercises discretionary authority over day-to-day operations. This does not include a first-line supervisor unless the employees supervised are professionals.

An independent executive of China means an executive of an enterprise headquartered in China who is establishing a branch or subsidiary of that enterprise in Australia, and who is a natural person that will be responsible for the entire or a substantial part of the enterprise's operations in Australia, receiving general supervision or direction principally from higher-level executives, the board

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of directors or stockholders of the enterprise, including directing the enterprise or a department or subdivision of it; supervising and controlling the work of other supervisory, professional or managerial employees; and having the authority to establish goals and policies of the department or subdivision of the enterprise.

A contractual service supplier of China means a natural person of China who has trade, technical or professional skills and experience and who is assessed as having the necessary qualifications, skills and work experience accepted as meeting Australia's standards for their nominated occupation and is:

- a) an employee of an enterprise of China that has concluded a contract for the supply of a service within Australia and which does not have a commercial presence within Australia; or
- b) engaged by an enterprise lawfully and actively operating in Australia in order to supply a service under a contract within Australia.

Australia defines an installer and servicer as: a natural person who is an installer or servicer of machinery and/or equipment, where such installation and/or servicing by the supplying company is a condition of purchase of the said machinery or equipment. An installer or servicer must abide by Australian workplace standards and conditions and cannot perform services which are not related to the service activity which is the subject of the contract.

- China's Commitments

A business visitor of Australia means a natural person of Australia who is: (a) a service seller being a natural person who is a sales representative of a service supplier of Australia and is seeking temporary entry into China for the purpose of negotiating the sale of services for that service supplier, where such representative will not be engaged in making direct sales to the general public or in supplying services directly; or (b) an investor of Australia, or a duly authorised representative of an investor of Australia, seeking temporary entry into China to establish, expand, monitor, or dispose of a commercial presence of that investor.

In respect of intra-corporate transferees of Australia, a "manager" means a natural person within an organisation who primarily directs the organisation or a department or subdivision of the organisation, supervises and controls the work of other supervisory, professional or managerial employees, has the authority to hire and fire or take other personnel actions (such as promotion or leave authorisation), and exercises discretionary authority over day-to-day operations. An "executive" means a natural person within an organisation who primarily directs the management of the organisation, exercises wide latitude in decision making, and receives only general supervision or direction from higher level executives, the board of directors or stockholders of the business. An executive would not directly perform tasks related to the actual provision of the service nor the operation of an investment. A "specialist" means a natural person within an organisation who possesses knowledge at an advanced level of technical expertise, and who

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possesses proprietary knowledge of the organisation's service, research equipment, techniques or management.

A contractual service supplier of Australia means a natural person of Australia who:

- a) is an employee of a service supplier or an enterprise of Australia, whether a company, partnership or firm, who enters into China temporarily in order to perform a service pursuant to a contract(s) between his or her employer and a service consumer(s) in China;
- b) is employed by a company, partnership or firm of Australia, which has no commercial presence in China where the service is to be supplied;
- c) receives his or her remuneration from that employer; and
- d) has appropriate educational and professional qualifications relevant to the service to be supplied.

Note: China has made commitments on access for contractual service suppliers in "certain sectors" (10 sectors: Medical and dental services; Architectural services; Engineering services; Urban planning services (except general urban planning); Integrated engineering services; Computer and related services; Construction and Related Engineering Services; Education Services; Tourism Services; and Accounting services.)

China defines an installer and maintainer as: a natural person who is an installer or maintainer of machinery and/or equipment, where such installation and/or maintenance service by the supplying company is a condition of purchase of the said machinery or equipment. An installer or maintainer cannot perform services which are not related to the service activity which is the subject of the contract.

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Question No 66

Program: DFAT

Topic: China Australia Free Trade Agreement

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Senator Wong

Question

Senator WONG: *I would appreciate that. Could you do the same in relation to the installers and servicers? Sorry, I did not write down the four categories.*

Ms Adams: *We can start again on the categories, or we can just agree to provide, on notice, the definitions of the four categories.*

Senator WONG: *Yes, that is good, thanks.*

...

Senator WONG: *Why do we use 'installers and servicers' and their reference is to 'installers and maintainers'?*

Ms Adams: *I am not really sure. I expect it is just a reflection of terminology that is used.*

Senator WONG: *But they are a different category under the GATS—is that not right? How about, on notice, can someone explain why the difference terminology is used and what the effect of that is?*

Ms Adams: *Sure.*

Answer

See answer to question 65.

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Question No 67

Program: DFAT

Topic: Labour market testing obligations in free trade agreements

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Page: 97

Senator Wong

Question

Senator WONG: *Can we do it on notice then, so I can get a table? I would like a comparison of the labour market testing obligations relating to the category of contractual services supplier under the Korean free trade agreement, Japan, Malaysia, AANZFTA—sorry, CAFTA is Chile—and GATS.*

Ms Adams: *Sure.*

Answer

Australia's labour market testing commitments for contractual service suppliers

An X in the table indicates where Australia has made a commitment not to apply labour market testing.

Category/ Agreement	WTO	GATS Revised Offer	ChAFTA	JAEPa	KAFTA	ACHFTA
Contractual Service Suppliers	n/a	X	X	X	X	X
<i>Note</i>	An exemption for labour market testing applies for certain categories of 'specialists'.					

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Category/ Agreement	AANZFTA	MAFTA	TAFTA	SAFTA	AUSFTA
Contractual Service Suppliers			X	n/a	n/a
<i>Note</i>	An exemption for labour market testing applies for certain categories of 'specialists'.	An exemption for labour market testing applies for certain categories of 'specialists'.		An exemption for labour market testing applies for short-term service suppliers who are 'specialists'.	Reflects WTO Commitments

The definition of 'Specialists' and 'Contractual Service Suppliers' differ slightly. 'Specialists' require at least two years of working for the company while 'Contractual Service Suppliers' require a lawful contract for the supply of a service in Australia. Both categories use the 457 visa and require the worker to be a skilled worker with relevant qualifications and experience.

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Question No 68

Program: DFAT

Topic: China Australia Free Trade Agreement

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Senator Wong

Question

Senator WONG: Okay. I will ask for a copy of the MOU, which you can take on notice and tell me I probably cannot have it yet; but I will do that.

Answer

The text of the MOU will be released publicly upon signature.

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Question No 69

Program: DFAT

Topic: China Australia Free Trade Agreement - 34T

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Page: 99 *(delete if Question in Writing)*

Senator Wong

Question

Senator WONG: *You talk about a labour market analysis in one of the fact sheets. Is the reference to it included in the MOU?*

Ms Adams: *I cannot recall but I would have to double-check if that terminology is in the MOU as such or whether that reference goes back to the fact that we are implementing this in the context of our existing temporary entry skilled labour regime. When a domestic company negotiates a labour market agreement—or in the former EMA's, there were labour market analyses That concept is around—whether it is specified in the MOU or not, I cannot recall.*

Senator WONG: *I am trying to understand whether a labour market analysis—whilst being included in it—is described, defined or bound by any provision in the MOU or the ChAFTA. That is my question, if you want to take it on notice.*

Ms Adams: *We will take it on notice.*

Answer

Under the terms of the MOU, a project company requesting concessions under an IFA may be asked to provide additional information to DIBP in respect to the concessions sought.

In practice, this could include a labour market analysis, to show that additional skilled workers are needed for a project, including how many, at what stage, and for which occupations.

The MOU specifies that labour market testing will not be required for a project company to negotiate an IFA with DIBP. However, the MOU specifies that a labour

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agreement under an IFA will set out the sponsorship obligations associated with the labour agreement, including any requirements for labour market testing.

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Question No 70

Program: DFAT

Topic: PACER Plus

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Senator Whish-Wilson

Question

Senator WHISH-WILSON: In terms of eliminating the duties and other restrictive regulations on substantially all trade—and I will give you a question on notice on the services, as well—I would be interested on whether we have defined what 'substantially' is yet or how far we are away from defining that.

Mr Sloper: I am happy to take the question on notice, because consultations are still going and negotiations are continuing.

Answer

PACER Plus negotiating parties are approaching this issue by discussing rules of procedure (or negotiating modalities) for the tariff negotiations. Substantially all trade cannot be defined before the rules of procedure are agreed, and a particular definition cannot be imposed on other negotiating parties. We are seeking rules of procedure that are likely to lead to agreed outcomes that would credibly eliminate duties on substantially all trade.

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Question No 71

Program: DFAT

Topic: Korea Australia Free Trade Agreement

Question on Notice

Page: 105

Senator Wong

Question

Senator WONG: Do you intend to complete an English translation of the economic impact assessment that was tabled in the Korean National Assembly?

Ms Adams: No, we do not.

Senator WONG: Do you have any part of that report available in English, and if so can you please provide it?

Ms Adams: Yes, we have some elements that we have an embassy translation of, that we can provide.

Answer

The full economic impact assessment is only available in the Korean language. However the Australian Embassy in Seoul has prepared an unofficial translation of the table of contents, as well as the conclusions of Part I of the assessment which provide a macro-economic analysis of KAFTA as well as analysing its impact on Korea's manufacturing sector. The Australian Embassy has also prepared an unofficial translation of a media release from the Korean Ministry of Trade Industry and Energy, which sets out some of the key findings of the EIA.

Unofficial embassy translation follows:

Korea-Australia Free Trade Agreement (KAFTA) Economic Impact Study

Part 1. Korea Institute for International Economic Policy (with help from Korea Labor Institute, Korea Institute of Public Finance, Korea Institute for Industrial Economics and Trade)

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Chapter 1: Introduction

Chapter 2: Korea-Australia bilateral relations

Chapter 3: Main contents of KAFTA and expectations

Chapter 4: Macroeconomic impact of KAFTA

Chapter 5: Other economic impacts of KAFTA: Qualitative analysis

Chapter 6: Impact of KAFTA on Korea's manufacturing sector

Chapter 7: Conclusion (14 pages)

Appendix

*Part 1 is 140 pages in total

Part 2. Korea Rural Economic Institute

Chapter 1: Introduction

Chapter 2: Background on the Australian economy and agriculture

Chapter 3: Impact of KAFTA on Korea's agricultural sector

Chapter 4: Direction for domestic support policy given KAFTA

Chapter 5: Appendix

*Part 2 is 38 pages in total

Part 3. Korea Maritime Institute

Chapter 1: Contents of KAFTA related to fishery products

Chapter 2: Setting the scenario (modelling)

Chapter 3: Method of economic modelling

Chapter 4: Impact of KAFTA on Korea's fishery sector (results)

Chapter 5: Domestic support policy for Korea's fishery sector

*Part 3 is 11 pages in total

KAFTA Economic Impact Study (KIEP)

Chapter 7: Conclusion

- Australia is Korea's sixth-largest overall trading partner (Australia is Korea's 13th largest export market, and sixth-largest import market in 2013) and

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Korea is Australia's fourth-largest overall trading partner (Korea was Australia's third-largest export market, and seventh-largest import market in 2012)

- In 2013, bilateral trade between Australia and Korea amounted to \$30.3 billion, a 5.9 per cent drop compared to the year before. Korea posted a trade deficit of \$11.22 billion.
-Korea has been posting chronic trade deficit with Australia, but the size of deficit has been falling gradually since its peak of \$18.15 billion in 2011.
- Korea mainly exports processed goods such as gasoline (23.2 per cent of total Korean exports to Australia), auto vehicles (20.5 per cent), and steel products.
- Korea mainly imports natural resources from Australia including iron ore (28.8 per cent of total Korean imports from Australia) and soft coal (24.9 per cent).
- Investment from Australia was less than 1 per cent of Korea's total inward FDI in 2013-2014 (8.2 per cent in 2006). In contrast, Korea's outward FDI to Australia has been on the rise.
 - Examining Australia's FDI into Korea by sector, consistent investment from Australia was in the electronic industry within the manufacturing sector and in business services within services. Investment in other areas was only intermittent.
 - Korea's outward investment into Australia mostly comprised the mining sector. In 2012, 93 per cent of Korean investment into Australia was in mining.
-In the manufacturing sector, Korean investment into Australia was mostly automotive or lumber-related. In services, Korean investment in the financial and insurance industries has risen significantly since 2010.
- The level of Korean tariff concession including seasonal tariffs and TRQ was 98.58 per cent in terms of items, and 99.83 per cent in terms of price. Australia's level of tariff concession was 100 per cent both in terms of items and price.
 - Short term tariff elimination (within 5 years) was 88.57 per cent for Korea and 99.47 per cent for Australia in terms of items. Australia's level of market opening is relatively more intense.
- Opening of the dairy and livestock market was a major area of controversy for Korea. 66.1 per cent of Australian dairy and livestock products will enter the Korean market tariff free after a 10 year period.
 - Out of a total of 218 livestock or dairy products, tariffs on 144 items will phase out over a minimum 10 year period (including TRQ and exemptions)
 - The current 40 per cent tariff on beef will be phased out over a period of 15 years.
-8 items under the beef category are eligible for emergency safeguard measures for the 15 year phase out period to limit imports.
 - The current 22.5 per cent tariff on Australian lamb will be eliminated 10 years after KAFTA's implementation.

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- Dairy products such as skim milk powder, whole milk powder, unsweetened condensed milk, sweetened condensed milk, and butter milk have been excluded from KAFTA. Tariffs on liquid yogurt and blue cheese will be eliminated over 15 years.
- There are a total of 806 Korean agricultural/ livestock items (under HS code 8 digits), and all tariffs on these items will be eliminated upon entry into force of KAFTA.
 - Among agricultural products, Australia mainly imported noodles and snacks from Korea. As the current 5 per cent tariff on these items will be eliminated with KAFTA, Korea may see an increase in exports of these goods.
- In the manufacturing sector, both Australia and Korea included most of the products in KAFTA.
 - Tariffs on 99.3 per cent of Korea's 19,087 manufactured goods will be eliminated within 10 years after entry into force. Tariffs on 63 items will phase out over more than 10 years, and 7 items have been excluded.
 - The seven excluded items were all from the lumber industry.
 - Australia will abolish tariffs on 5,202 manufactured goods within 8 years (maximum) after entry into force.
 - 32 items in the carpets category (5702-5705) and men's clothing (6203) were excluded from the short term tariff reduction schedule.
- Tariffs on Korea's main export products such as automobiles, gasoline, automotive parts, and electronics will be eliminated within 5 years.
 - The five per cent tariff on Korea's most exported automobiles, 1,500~3,000cc vehicles (87032319) and 1,500~2,500cc vehicles (87033220), will be abolished upon entry into force of KAFTA.
- Concession levels in the services and investment chapters of KAFTA seem similar to those under the Korea-US Free Trade Agreement (KORUS) and the Australia-US FTA.
- The **services and investment chapters of KAFTA** contain content similar to that agreed to in KORUS. We compared as much as possible, major characteristics of KAFTA's services and investment part with those under Korea's recently concluded FTAs like the Korea-India CEPA and the Korea-Colombia FTA.
 - Chapter 11, Investment, comprises 3 sections and relevant annexes. Section 1 deals with hosting nation's responsibilities (treatment) and exceptions, Section 2 is on the ISDS mechanism, and Section 3 is called Definition.
 - Chapter 7 entitled 'Cross-Border Trade in Services' provides national treatment (NT) and most-favoured-nation treatment (MFN), and prohibits market access restrictions (MA) and local presence (LP) obligations. This chapter also deals with regulations related to transparency, mutual recognition, and transfer and payments.
 - Chapter 10 on the movement of natural persons defines terms like Business Visitors (BV), Intracorporate Transferees (ICT) and includes information such as requirements to qualify under a category of person and the duration of stay. There are some differences between

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the level of concession for Contractual Services Suppliers (CSS) and the four other modes of services suppliers.

-CSS concessions under KAFTA are more comprehensive than those made under the Korea-India CEPA and the Korea-Colombia FTA (CSS divided into six categories).

-Management trainee and independent professional were two categories included in the Korea-India CEPA but not in KAFTA.

- KAFTA would open up the **government procurement** markets of both countries to each other. The Chapter on government procurement was written based on the WTO's Government Procurement Agreement (GPA).
 - KAFTA's Chapter on government procurement applies to central government entities, local governments, and even SOEs. The Chapter also applies to Build-Operate-Transfer contracts.
 - As in KORUS and the Korea-EU Free Trade Agreement (KOREU), Korea was able to exclude school lunches and procurement related to SMEs.

[Omitted: Econometric modelling program/method]

- **(Effects of tariff reduction/ expected benefits)** KAFTA is expected to increase Korea's real GDP by 0.14 per cent 10 years after implementation. Consumer surplus will grow approximately \$1.604 billion.

<Table demonstrating the macroeconomic impact of KAFTA (cumulative)>

	5 years into implementation (2019)	10 years into implementation (2024)
Real GDP (%)	0.07	0.14
Benefits (\$ billion)	11.13	16.04

- Using KAFTA's production inducement effect by industry to deduct **the job creation effect**, KAFTA is expected to create 1,572 new jobs in the short-run and 3,007 jobs in the long-run.
 - In the short-run, the production inducement effect and job creation effect will be the greatest in the services sector. In the long-run, the production effect on the manufacturing sector would exceed that on services. But the employment effect would be greater for services than manufacturing even in the long-run.
 - Job creation in the services sector is expected to exceed that for the manufacturing sector by 12.1 times in the short term. In the long term, 8.2 times more jobs will be created in the services sector compared to the manufacturing sector.

<Table demonstrating KAFTA's employment effect by industry>

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(Unit: Number of people)

	Job creation effect	
	5 years into implementation (2019)	10 years into implementation (2024)
Agriculture and Fishery	-268	-481
Manufacturing	140	378
Services	1,700	3,110
Total	1,572	3,007

- **Tariff revenue** is expected to fall by 175.27 billion won per annum over the first five years after KAFTA's entry into force, and by 322.25 billion won per annum 6-10 years into implementation.
 - Using the 2013 tariff revenue as the base price, KAFTA is expected to decrease tariff revenue by 165.49 billion won per annum over the first five years after entry into force.
 - Additional decrease in domestic tax revenue as a result of the expected fall in VAT on imported goods and education tax would be 9.79 billion won per annum over the first five years into implementation.
- To calculate the **tax revenue increase from the rise in GDP** through KAFTA, we used the 2014 GDP growth outlook suggested by KIEP.
 - KAFTA is expected to induce the tax revenue to increase 0.1 trillion won per annum over the first five years into implementation, and the increase is expected to reach 0.37 trillion won 6-10 years into implementation depending on Korea's GDP growth.
 - KAFTA's impact on Korea's GDP growth is relatively insignificant. Taking into consideration that Korea's national tax revenue for 2012 was 203 trillion won, KAFTA's impact on tax reduction would be miniscule.
- Combining KAFTA's impact on tariff revenue reduction and tax revenue increase as a result of KAFTA-induced GDP growth, there will be **almost no changes to tax revenue as a result of KAFTA**.
 - Until five years into KAFTA's implementation, tax revenue is expected to decrease 60.16 billion won (0.06 trillion) per annum. Tax revenue will increase by 43.31 billion won per annum 6-10 years after implementation. The combined effect on tax revenue would be a 7.92 billion won (0.008 trillion won) decrease per year.
-Considering that Korea's national tax income exceeds 200 trillion won, it would be right to say that KAFTA will not have an impact on Korea's tax revenue.

<Table demonstrating KAFTA's impact on tax revenue>

(Unit: billion won)

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	Tax revenue reduction	Tax revenue increase	Total change on tax revenue
	Tariff revenue reduction	Tax revenue increase due to GDP increase	
1-5 years into implementation	-175.27	115.12	-60.16
6-10 years into implementation	-322.25	366.56	44.31
Average per year	-248.76	240.84	-7.92

- Australia has a very differently structured manufacturing sector from that of Korea.
 - Mutually beneficial trade is expected as Australia has a comparative advantage in raw materials (minerals), and Korea in the processing (or manufacturing) industry.
- Australia's imports from trade with the world and Korea's exports to Australia are similarly structured.
 - KAFTA will help the Korean manufacturing industry (especially mineral/energy resources processing, automobiles, and digital home appliances industries) achieve competitiveness in the Australian market.
- KAFTA is expected to raise Australian imports of Korean products (Korea's export expansion) by \$0.528 billion per annum over the first 5 years after implementation, by \$1.544 billion over 6-10 years after implementation, and by \$2.559 billion per annum over 1-15 years after implementation.
- By industry, digital home appliance and automobile industries will benefit relatively significantly from increased exports to Australia.
- KAFTA would increase Korean imports from Australia by \$0.344 billion per annum (1-5 years after implementation), \$1.14 billion (6-10 years into implementation), and \$1.719 billion (1-15 years after implementation), which is not very significant.
- In essence, KAFTA would bring benefits to Korean manufacturers, while benefitting Australia's non-manufacturing sectors.
- There is a need to focus Korea's marketing capacity on **advertising Korean products** expected to benefit the most from KAFTA (automobiles and automotive parts, mobile devices, and digital home appliances etc.) to Australian importers.
 - These efforts are believed to be crucial to accelerate Korea's export growth.
 - These efforts have helped exports grow significantly under Korea's other FTAs which have already been implemented.
 - Advertisement of automobiles, automotive parts, mobile devices, and digital home appliances seem especially necessary given that benefits to producers of these items are expected to come immediately upon entry into force of KAFTA.
- Korea and Australia have **complementary trade** and Korean imports from Australia are mainly focused in raw materials such as mineral/energy

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resources. Therefore, damages to domestic producers resulting from increase in imports seem extremely limited.

- However, Korea should utilize domestic support measures such as the trade adjustment assistant mechanism to protect domestic producers who are expected to suffer from KAFTA.
- Given that KAFTA provides a similar Chapter on services trade and investment as KORUS, **bilateral trade in services is expected to grow.**
 - Considering the exceptions made under KAFTA's Chapter on services trade and investment and recent trends in Korea's services trade with Australia, communications, distribution, audio-visual, construction, and environmental services are expected to experience the most growth.
 - On the other hand, little investment in the areas of cultural, professional, education, transportation, and social services is expected.
 - Australia has been increasing its investment in resources development recently. As KAFTA does not exclude investment in the mining sector, through increased economic cooperation, KAFTA is expected to boost participation by Korean SOEs and private firms in Australian resources development projects in the mining sector.
 - Except for investment in Australian financial firms, the screening threshold for investment will be raised to match the levels granted under Australia's FTAs with the US and New Zealand. Investments less than the threshold will be exempt from prior screening, which would facilitate Korean investment into Australia.
- As the **movement of natural persons** becomes easier through KAFTA, domestic entrepreneurs will find it easier to run operations in Australia.
 - Movement of human capital into Australia is expected to be expanded as the list of contractual service suppliers (CSS) under KAFTA includes professionals in areas of Korea's strengths such as management consulting, engineering, and construction. The level of concession under KAFTA is more comprehensive than in the Korea-India CEPA and Korea-Colombia FTA. More Korean services professionals facing excess domestic supply such as engineers and nurses may make inroads to Australia.
- Under KAFTA's **Chapter on investment**, the ISDS clause is included as per outlined in KORUS. The ISDS clause is expected to boost bilateral investment and decrease uncertainties surrounding foreign investment by providing investors with protection measures.
 - ISDS clause in KAFTA is much like the one in KORUS, except that Annex 11-G: Foreign Investment Policy has been added.
 - That the amount of Korea's outward investment into Australia exceeds Australian investment into Korea, and that Korean investment into Australia has been snowballing recently may have influenced the decision to strengthen protection measures for Korean investors.
 - Australian investment into Korea was \$50 million in 2013, while Korean investment into Australia during the same period amounted to \$2 billion.

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-Among Korean investment into Australia, the most active area is in mining. In 2012, 93 per cent of total Korean investment into Australia was in the mining sector.

- As the parties agreed to strengthen cooperation in the energy and mining spheres and boost bilateral trade and investment (Chapter 16.16), investment in Australian mineral resources is expected to rise, thereby allowing Korea to obtain Australian resources more securely.
- Australia is not a member of the WTO's **Government Procurement Agreement (GPA)**. Opening of the Australian market for government procurement has traditionally been through bilateral channels. KAFTA will provide Korea with the foundation to branch out into the Australian market for government procurement.
 - Not only the central governments, but local/state governments and SOEs have also been included as procuring entities. And according the 2011 Agreement on Government Procurement, Build-Operation-Transfer contracts are also included in KAFTA, enabling Korean firms to expand into the Australian market for BOT procurement.
 - Discriminatory measures and intangible barriers (protocol, complex procurement process, and other local regulations), which were the biggest difficulties experienced by domestic firms when venturing into the Australian market for government procurement, are expected to diminish or disappear.
- As both parties have agreed to pursue economic cooperation in the agriculture and fishery, and energy and resources industries, KAFTA's implementation is expected to establish the **foundation for comprehensive economic cooperation** between Korea and Australia.
 - Should Australia decide to restrict exports of agricultural products gained from Korea's investment in Australian agriculture, mutual cooperation including prior consultation and early restoration is required, thereby contributing to food security.
 - Korean outward investment into Australia is most active in the mining sector, which has been constantly expanding. Through strengthened cooperation, investment in Australia's mining sector is expected to increase even more.

MOTIE Press Release

18 September, 2014

Korea-Australia Free Trade Agreement (KAFTA) package sent to the National Assembly

1. KAFTA's submission to the National Assembly

- On 16 September, the Korean Government submitted KAFTA, officially signed on 8 April, to the National Assembly.
- The Korean Government hopes for KAFTA's early entry into force so that bilateral trade and investment between the two nations will be boosted.

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-The Australian Parliament began reviewing KAFTA in May and Australia is expected to complete its domestic procedure to make entry into force in September-October viable.

-KAFTA enters into force either 30 days after the two countries notify each other of the end of their domestic process to ratify the deal in written statements or on a separate date agreed on by the two countries.

2. Economic Impact Study

- 6 research institutes including Korea Institute for International Economic Policy, Korea Institute for Industrial Economics & Trade, and Korea Rural Economic Institute got together to analyse the economic impact of KAFTA.

Real GDP (10 years after entry into force)	Consumer Surplus (10 years after EOF)	Employment (10 years after EOF)	Increase in Production (average of 15 years after EOF)			Tax Revenue (10 years after EOF)
			Manufacturing	Agriculture	Fishery	
0.14%	\$1.604 billion	3,007	2.4 trillion won	-110.2 billion won	-45 million won	-7.9 billion won per annum

- Real GDP is expected to grow 0.14% 10 years after KAFTA's entry into force, with consumer surplus expected to grow about \$1.6 billion.
-In the long term, through the accumulation of capital, KAFTA is expected to increase employment by around 3,000 people during the 10 years after its entry into force.
- Although a decrease in tax revenue of 7.9 billion won per annum is expected, taking into consideration Korea's tax revenue, this amount is miniscule (only 0.04 per cent of the total value).
- Exports in the manufacturing sector are expected to rise 1.5 trillion won (15 year average), and production is anticipated to increase by 2.4 trillion won per annum.

3. Domestic Compensation

- With the entry into force of KAFTA, some parts of the Korean agricultural industry will be damaged, thus necessitating domestic compensation measures.
- Korea-Canada FTA (concluded March 2014) will have a similar impact to KAFTA on the domestic agriculture industry. The Korean Government came up with a comprehensive plan to boost domestic competitiveness and ways to stabilize farmers' income.
-Korea-New Zealand FTA is currently undergoing negotiations, and there will be a separate compensation package for it once the FTA is concluded taking into consideration its own economic impact study.
- Agricultural industry expected to experience damages due to KAFTA and Korea-Canada FTA will be given a 2.1 trillion won package over the next 10

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years (2015-2024). The budget for 2015 will be increased 257.7 billion won from the original planned amount.

QUESTIONS ON NOTICE/IN WRITING

Question No 72

Program: DFAT

Topic: Services exports

Question on Notice

Page: 110

Senator Back

Question

CHAIR: *As our commodities come off, it appears to me there is tremendous opportunity for us to capitalise on services and increase that 17 per cent markedly—double it or even more. Can you explain two things? Firstly, what is the extent to which, in the free trade agreements that are the subject of discussion at the moment, services are a focus, because we have had plenty of focus on commodities—beef and others? Secondly, has any modelling been done to predict what the impact on the Australian economy would be if indeed we were able to substantially increase the export income component of our services? Perhaps you might take the overall question on notice, but can you just give us some indicators? China, Japan, Korea, TPP: can you just give us a brief snapshot?*

Ms Adams: *I think the first point I would like to make is that while the way that we currently measure services exports—and our major ones are, of course, education and tourism—is as discrete transactions, what is not counted in the traditional trade statistics is the embedded services that form part of the overall exports from every country. So there is a lot of interesting work around these days from the OECD and other places on the value add of services that form part of your goods export.*

So if you think about manufactured exports then you are going to have a lot of services used in the production of those: logistic services, financial services, marketing, communications et cetera. If you think about all of the domestic services that go into producing exports then you get already a much higher services export number than that 17 per cent—tourism, education, financial services et cetera. That is the first point I would make.

Second, we and the government would certainly agree with the point that you make about the very enormous potential for services exports from Australia into the region. The China Free Trade Agreement, as you have

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heard Minister Robb talk about, has given us new entry into particular areas such as health services—even architecture, tourism, education: many specific areas. But even apart from that, there is just the sheer commercial opportunity as China moves more into a consumer and service-based economy out of the change in the emphasis from the export-led manufacturing economy. The growth in services, both domestic and internationally supplied, is phenomenal. We agree that there are huge opportunities there, both through the commitments that we have got in the trade agreements and just as a natural part of the growth of the middle class in our region.

CHAIR: As China, presumably, eyes the United States as the major power and they realise the prudential regulation, governance, legal services, insurance services et cetera, would they be looking to Australia as a country that they believe has a degree of excellence in these areas?

Ms Adams: I think that is absolutely right. You can see that in the fact that China did make commitments to us in the new area of securities management, more risk-based financial products. They do see Australia as an innovator and a well-regulated and successful market in those areas. So yes, absolutely—and complemented, of course, by the RMB trading arrangements that have just been set up in Sydney.

Answer

In negotiating trade agreements, one of the Australian Government's priorities is to ensure that Australian service providers are able to capitalise on the opportunities presented by the opening of the service markets of our trading partners.

Strong services commitments are an essential part of our free trade agreements and Australia has negotiated strong services outcomes in our bilateral trade agreements with China, Japan and Korea. Services are also a significant focus in our negotiations for the Trans-Pacific Partnership Agreement (TPP).

In recognition of the importance of services to the Australian economy, Australia is co-chairing the Trade in Services Agreement (TiSA) negotiations, a services-only trade agreement, with the United States and European Union. The 24 Parties participating in the TiSA negotiations account for 70 per cent of all global services trade.

Further details on the priority Australia attaches to services in our trade negotiations, may be found in the response Question 72 by DFAT Deputy Secretary, Jan Adams, (page 110).

QUESTIONS ON NOTICE/IN WRITING

Question No 73

Program: DFAT

Topic: India CEPA and RCEP

Question on Notice

Page: 113

Senator Wong

Question

Senator WONG: You say there are teams working on both. On notice, can I have an indication of the numbers and the levels of the personnel working on both negotiations, please, and also a list of the current timetable for meetings and negotiations.

Answer

The Free Trade Agreement Division is responsible for negotiating the bilateral FTA with India and negotiations for the Regional Comprehensive Economic Partnership. FTD has an approved FTE of 53. Typically about 20 staff are working on RCEP and about 25 on the bilateral negotiations with India, with some individuals assisting both negotiating teams. Officials are not limited to working on only these negotiations. Numbers of staff working on the various negotiations fluctuate depending on the pace and stage of each negotiation. The allocation of staff across the various FTAs depends on operational requirements.

India Comprehensive Economic Cooperation Agreement (CECA)

The 7th round is scheduled to take place in Canberra on 15-17 April.

RCEP Schedule

RCEP TNC Intersessional, 1 – 2 April 2015, Jakarta

3rd RCEP Ministerial Meeting, 26 April 2015, Malaysia – TBC

RCEP TNC 8, 8 -13 June 2015, Kyoto, Japan

RCEP TNC 9, 3 – 7 August 2015, Nay Pyi Taw, Burma (dates TBC)

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RCEP Ministerial meeting during the ASEAN Economic Ministers and related meetings, 22 - 25 August 2015, Kuala Lumpur, Malaysia

RCEP TNC 10, 12 - 16 October 2015, Korea

QUESTIONS ON NOTICE/IN WRITING

Question No 74

Program: DFAT

Topic: Foreign Investment

Question on Notice

Page: 115

Senator Wong

Question

Senator WONG: *Is there any agreement other than those where there is obviously a general threshold which would preclude the government's policy from being implemented?*

Ms Adams: *No.*

Mr Mugliston: *No. The only relevant provision would be the review of the commitments provision, and that is done periodically.*

Senator WONG: *Do you think you could clarify all this on notice?*

Answer

The cumulative \$15 million FIRB screening threshold for acquiring agricultural/rural land will apply to all private investors except those from the United States, New Zealand, Chile, Singapore and Thailand. Privately-owned investors from those countries are subject to the following (non-cumulative) investment thresholds:

- . Singaporean and Thai investors will require prior approval if acquiring a substantial interest in a primary production business valued above \$50 million; and
- . United States, New Zealand and Chilean investors will require prior approval if acquiring a substantial interest in a primary production business valued above \$1,094 million (indexed annually).

QUESTIONS ON NOTICE/IN WRITING

Question No 75

Program: DFAT

Topic: EFIC directors

Question on Notice

Page: 115

Senator Rhiannon

Question

Senator RHIANNON: *Mr Hunter, in your letter to the Canberra Times on the ninth of this month you stated:*

EFIC's independent directors have additional directorships within the finance community.

I am actually really tight for time; the chair is on my tail. So, if that is not a short answer, can you take this on notice? Can you state what those additional directorships are for your independent directors?

Mr Hunter: *I can state them. Andrew Mohl, who was chairman of Efic, was also on the board and still is on the board of the Commonwealth Bank. Andrew Mohl's term as a director of Efic finished on 9 December this year.*

Senator RHIANNON: *That is the only one?*

Mr Hunter: *I believe so. I will take that on notice and confirm—*

Senator RHIANNON: *In your letter it was plural, so perhaps you could take that on notice.*

Mr Hunter: *I will.*

Answer

Efic's Board is comprised of six non-executive directors. Some directors hold additional directorships. For further information, please see: <http://www.efic.gov.au/about-efic/our-organisation/our-board/>.

Former Efic Chairman, Andrew Mohl, held a directorship at the Commonwealth Bank of Australia during his term. Mr Mohl's directorship at Efic ended on 8 December 2014.

QUESTIONS ON NOTICE/IN WRITING

Question No 76

Program: DFAT

Topic: SMEs

Question on Notice

Page: 116

Senator Rhiannon

Question

Senator RHIANNON: *Sorry: they were really useful figures; you are saying that that figure of \$576 million for your three transactions is incorrect, are you?*

Mr Hunter: *No, I am not. I will repeat it for clarity. In the financial year that we are currently in, year to date, 31 January, we have done 130 transactions, and 120 were for SMEs; that is 92 per cent. By value, we have done \$133 million of transactions, and \$81 million was for SMEs; that is, 61 per cent. Coming back to the financial year that you were referring to, one transaction can distort the numbers. We have done 230 transactions, and 206 were for SMEs; that is 90 per cent. By value, 13 per cent of the transactions were for SMEs. So, one transaction can distort the numbers.*

Senator GALLACHER: *[inaudible] Port Pirie?*

Mr Hunter: *Port Pirie, correct—\$290 million.*

Senator RHIANNON: *If you took that one out, what would be the value?*

Mr Hunter: *I will take that on notice rather than trying to do the maths on the spot. Perhaps I can give you a little flavour, because I know that what you are asking is, do we have an emphasis on large business or do we have an emphasis on SMEs? We have adapted our processes considerably in the last 18 months to reduce the administrative burden on small businesses applying for export finance at Efic. So we have introduced an accelerated execution process around our two primary products, which are working capital guarantees and bonds. We have reduced execution time on those transactions by 40 per cent. We estimate that that has saved the average small business that applies for a loan to Efic \$5,000. When you consider that the margins that these businesses operate on and the size of those businesses, that is a considerable saving.*

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There are two other things we have done. We have also simplified our documentation to make it easier for SMEs to deal with us. We have hired two additional people in each of Perth, Melbourne and Brisbane for the sole purpose of originating SME transactions and helping small businesses. Seventy per cent of our origination staff at Efic are solely focused on small business.

Answer

Excluding the Nyrstar Port Pirie transaction, around one third of transactions by value were in support of SMEs in financial year 2013-14.

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QUESTIONS ON NOTICE/IN WRITING

Question No 77

Program: DFAT

Topic: EFIC - Staffing

Question on Notice

Page: 117

Senator Wong

Question

Senator WONG: *Most of my questions I can put on notice, but can you provide an overview of staff turnover and/or new jobs created at Efic, particularly referencing the expansion of SME teams in Melbourne, Perth and Brisbane?*

Mr Hunter: *I will take that on notice.*

Answer

Please see the tables below for a comparison of staff turnover for 2014-15.

March 2015*

Location		Total staff	Contract type		SME Staff
			Ongoing	Non-ongoing	
NSW	Sydney	86.6	82.6	4	21
WA	Perth	3	3	0	3
QLD	Brisbane	4	4	0	3
VIC	Melbourne	3	3	0	3
TOTAL		96.6	92.6	4	30

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March 2014*

Location		Total staff	Contract type		SME Staff
			Ongoing	Non-ongoing	
NSW	Sydney	84.4	84.4	0	19.6
WA	Perth	1	1	0	1
QLD	Brisbane	1	1	0	1
VIC	Melbourne	1	1	0	1
TOTAL		87.4	87.4	0	22.6

* Data is measured using 'Full Time Equivalent' (FTE).

QUESTIONS ON NOTICE/IN WRITING

Question No 78

Program: EFIC

Topic: EFIC - SMEs

Question on Notice

Page: 117

Senator Wong

Question

Senator WONG: *The strategic plan—and I think this was covered in part by a previous question—increases support to SMEs from 206 transactions to 300 in three years and 400 in four years.*

Mr Hunter: *That is right.*

Senator WONG: *Is there somewhere where we can look at the strategies to do that?*

Mr Hunter: *I will take that on notice, but we are specifically looking at targeting the very small end of the SME space and particularly developing an online strategy whereby we think that the SME part of our business is looking for that solution.*

Answer

Efic has introduced, and continues to implement, a number of initiatives to meet these targets.

These initiatives include:

- **Provision of direct loans**

Pursuant to the *Export Finance and Insurance Corporation Amendment (Direct Lending and Other Measures) Act 2014*, Efic's greater lending flexibility will enable it to more efficiently and cost-effectively service smaller exporters.

- **Adoption of an Accelerated Execution Process (AEP) for smaller SME transactions**

The AEP simplifies Efic processes to the factors most critical to SME lending performance.

QUESTIONS ON NOTICE/IN WRITING

- **Developing an online application process for small facilities**

This initiative is aimed at small exporters with small financing needs and will streamline the application, credit assessment, credit decision and documentation elements of the application process.

- **Simpler documentation**

For Efic's major SME products, clients now receive standard terms and conditions and 3-5 pages of contract details specific to their facility.

- **Lowering the SME threshold transaction limit**

In order to service smaller, emerging exporters, Efic has lowered the general SME threshold transaction limit from \$500,000 to \$100,000.

- **New Efic website**

Efic's new website was launched in late 2014 to improve the client experience.

- **Recruitment of additional SME staff**

Efic has recruited additional SME business origination staff in Brisbane, Melbourne and Perth. This will allow us to offer SMEs even more support, especially in regional areas where many Australian exporters are based. Over 70% of Efic's origination staff now solely focused on SMEs.

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QUESTIONS ON NOTICE/IN WRITING

Question No 79

Program: DFAT

Topic: EFIC - National interest account

Question on Notice

Page: 117

Senator Wong

Question

Senator WONG: You can probably give me an answer to this one now. What is the status of the national interest account?

Mr Hunter: We have not undertaken any transactions on the national interest account during the course of this financial year, and I do not believe we undertook any in the last financial year, in terms of new transactions.

Senator WONG: Are there any current proposals?

Mr Hunter: I will take that on notice, but I am not aware of any transactions in front of us on the national interest account.

Answer

There are no current proposals to enter into new facilities on the National Interest Account.

QUESTIONS ON NOTICE/IN WRITING

Question No 80

Program: EFIC

Topic: EFIC - Comparison with other export credit agencies

Question on Notice

Page: 118

Senator Wong

Question

Senator WONG: *You stated in your submission to the Financial System Inquiry:*

While EFIC's volume of support fluctuates from year to year in response to movements in demand and private market capacity, EFIC's is one of the smallest ECAs in the OECD, and indeed a very modest ECA in relation to the broader ECA community. Nearly all are significantly larger than EFIC, even adjusting for the size of the economy and trade and investment flows.

Could you please provide metrics comparing the size and scale of Efic and its operations to those of ECAs from other OECD and major non-OECD economies, including the number of employees, number of firms supported, number and value of transactions entered, value of exports supported and value of exports supported as a share of total exports of the relevant economy? Can you also, in doing so, provide any relevant comparative information relied upon? That is one.

Mr Hunter: *Yes, we will take that on notice.*

Answer

There are more than 70 export credit agencies (ECAs) worldwide. There are large disparities between these agencies in regard to their mandates, product offerings, corporate structures, reporting requirements and transparency. This prevents a simple and concise comparison being made on the metrics requested.

Efic is clearly one of the smallest ECAs in the OECD and in the broader ECA community, based on staffing and value of signings.

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- Efic currently has 96.6 full-time equivalent (FTE) employees.
 - United Kingdom Export Finance (UKEF) has approximately 246 employees, the Export-Import Bank of the United States (US Ex-Im) has 450 employees and Export Development Canada (EDC) has 1,143 employees. Japan has two ECAs – the Japan Bank for International Cooperation (JBIC), which has approximately 865 employees, and Nippon Export and Investment Insurance (NEXI), which has approximately 143 employees.
 - The Export-Import Bank of India has 295 employees and India's insurance agency, the Export Credit and Guarantee Corporation (ECGC), has 591 employees. The Export-Import Bank of China (CEXIM) has approximately 2,336 employees and China's insurance agency, Sinosure, has 2,494 employees.
- In the last (reported) financial year, Efic provided facilities valued at AU\$576.6 million (approximately US\$448.8 million)
 - UKEF provided facilities valued at US\$3.4 billion, US Ex-Im provided US\$20.5 billion of facilities, Korea Export-Import Bank (KEXIM) provided approximately US\$72 billion of facilities and Korea's insurance agency, KSURE, recorded a business volume of approximately US\$183.3 billion. JBIC and NEXI provided commitments of approximately US\$100 billion
 - The Export-Import Bank of India provided facilities valued at approximately US\$8.4 billion, while CEXIM provided facilities valued at approximately US\$130 billion.

The Annual Reports of ECAs provide further information (Table 1).

Table 1: ECA Annual Reports

Country	ECA	OECD / non-OECD	Link to Report
Australia	Export Finance and Insurance Corporation (Efic)	OECD	http://www.efic.gov.au/media/1845/efic-annual-report-2013-2014_digital.pdf
USA	Export-Import Bank of the United States (US Ex-Im)	OECD	http://www.exim.gov/about/library/reports/annualreports/2014/EXIM-2014-AR.pdf
Canada	Export Development Canada (EDC)	OECD	http://www19.edc.ca/publications/2014/2013ar/en/1.shtml
United Kingdom	UK Export Finance (UKEF)	OECD	https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/326210/10132-UKEF-Annual_Report_and_Accounts_2013-14_ACCESSIBLE16_3_.pdf
Japan	Japan Bank for International Cooperation (JBIC) Nippon Export and Investment Insurance	OECD	https://www.jbic.go.jp/en/information/annual-report/year-2014 http://www.nexi.go.jp/en/publications/

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	(NEXI)		
Korea	Korea Export Import Bank (KEXIM) Korea Trade and Insurance Corporation (KSURE)	OECD	http://www.koreaexim.go.kr/en/exim/investor/report.jsp https://www.ksure.or.kr/english/jsp/info/AnnualRptListInq.jsp
China	Export-Import Bank of China (CEXIM) Sinosure	Non-OECD	http://english.eximbank.gov.cn/tm/en-AR/index_634_26391.html (unavailable) http://www.sinosure.com.cn/sinosure/english/English.html
India	Export-Import Bank of India Export Credit and Guarantee Corporation of India (ECGC)	Non-OECD	http://english.eximbank.gov.cn/tm/en-AR/index_634_26391.html http://www.ecgcindia.in/en/pages/ECGCAPFinancialResult.aspx?qstrSelVal=Auditedresultsfinancialoftheyear

QUESTIONS ON NOTICE/IN WRITING

Question No 81

Program: EFIC

Topic: EFIC - Comparison with other export credit agencies

Question on Notice

Page: 118

Senator Wong

Question

Senator WONG: *You also stated in your submission to that inquiry:*

EFIC has one of the narrowest operating mandates in the OECD.

I think you have said that before in estimates. Could you please provide examples of how the operating mandates of other significant export credit agencies are wider than that of Efic? Can you please provide examples of products or services which other ECAs provide which are not provided by Efic?

Mr Hunter: *I will take it on notice, but I can share with you one example, which is EDC in Canada—a completely competitive mandate. We do not compete with the private sector. That is one example of where our mandate is very narrow. I will give you a more fulsome answer on notice.*

Answer

Efic has one of the narrowest operating mandates amongst OECD ECAs. Five examples are listed below:

- Efic does not provide short-term trade insurance. This business was divested in 2003 due to sufficient capacity in the private market (the absence of a 'market gap').
- Efic does not provide equity products nor does it provide finance to assist Australian companies in the acquisition of overseas companies. This is in contrast, for example, to the Japanese, Canadian and the Korean ECAs.
- Efic has an explicit export focus. Some ECAs – such as the German, Korean and Japanese agencies – also provide finance to support imports (e.g. for raw materials) and/or to finance overseas projects where the project output is being imported.

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- Efic has an explicit mandate to operate in the ‘market gap’ and not to compete with private financiers. Other ECAs are viewed as quasi-market players, or having an explicit policy to support certain industry sectors.
- Efic does not provide aid-related financing. A number of ECAs (including those in the US and Korea) have aid financing programs.

QUESTIONS ON NOTICE/IN WRITING

Question No 82

Program: DFAT

Topic: International Planned Parenthood Federation - 34T

Question in Writing

Senator Bullock

Question

Are you aware that according to its 2013 annual performance report, IPPF member associations contributed to 17 policy or legislative changes that increased access to legal abortion. Such actions included:

- *advocating with the Ministry of Islamic Affairs in the Maldives for the permissibility of abortion; and*
- *advocating for medical abortions to be recognised under the guise of “menstrual regulation” in Bangladesh, where abortion is illegal.*

Given that Australian development assistance funds given to IPPF go into pooled general funds isn't it the case that Australian funds are being used in campaigns to make abortion legal in particular countries?

Answer

No. Australian development assistance funds given to IPPF have not been used in campaigns to make abortion legal in any countries. Specifically, Australian funds have not been used for the above actions in Bangladesh and the Maldives.

IPPF allocates funds to member associations in a way that ensures it complies with its contractual obligations to the Government of Australia.

QUESTIONS ON NOTICE/IN WRITING

Question No 83

Program: DFAT

Topic: International Planned Parenthood Federation - 34T

Question in Writing

Senator Bullock

Question

Are you aware that the IPPF's handbook, Comprehensive abortion care: Guidelines and tools for clinics, 2012, on page 27 provides instruction in the correct dosages for drug induced abortions up to 23 completed weeks of pregnancy? How does this instruction fit in with IPPF's claim that "it has not provided abortions beyond 20 weeks gestation" in any country?

Answer

IPPF is a member based organisation that works with its Member Associations in 170 countries to empower the most vulnerable women, men and young people to access life-saving sexual and reproductive health (SRH) services and programmes. IPPF Member Associations provide SRH services and programmes within the relevant country legal framework. IPPF does not deliver SRH services.

IPPF is recognized globally as a provider of accurate and quality medical and technical information in relation to sexual reproductive health and rights. IPPF works closely with World Health Organisation (WHO) and United Nations Population Fund (UNFPA) to ensure that all medical professionals can deliver rights-based SRH services to their clients. The Comprehensive Abortion Care: Guidelines and Tools for Clinics' provide accurate information in line with WHO guidelines.

IPPF's claim that "it has not provided abortions beyond 20 weeks gestation" relates to the use of Australian development assistance funds.

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QUESTIONS ON NOTICE/IN WRITING

Question No 84

Program: DFAT

Topic: International Planned Parenthood Federation

Question in Writing

Senator Bullock

Question

Please provide copies of all correspondence from or to IPPF regarding abortions performed beyond 20 weeks gestation, performed for sex selection or performed under coercion by the State.

Answer

Copies of correspondence are attached.

Roggero, Raha

From: Matthew Lindley <MLindley@ippf.org>
Sent: Tuesday, 18 November 2014 9:01 AM
To: Roggero, Raha
Cc: matlindley@me.com
Subject: RE: IPPF [SEC=UNCLASSIFIED]

Hi Raha

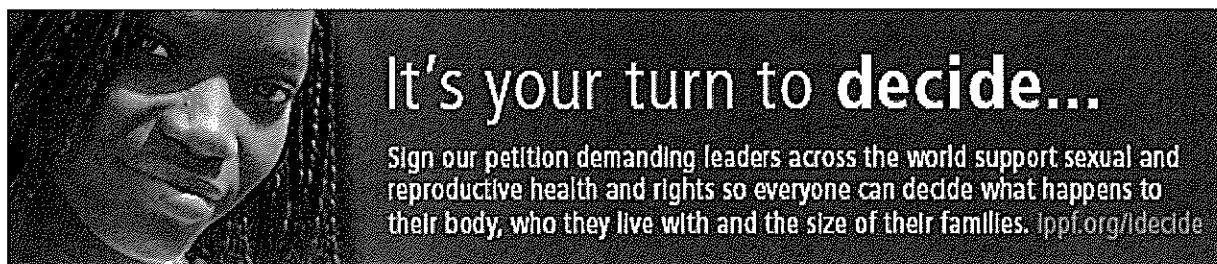
Thank you for sharing. The text as is written is acceptable to us.

Cheers, M

Matthew Lindley Senior Adviser, Resource Mobilization
email mlindley@ippf.org | tel +44 (0) 20 7939 8215 | Skype matthew.lindley



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From: Roggero, Raha [<mailto:Raha.Roggero@dfat.gov.au>]
Sent: Monday, 17 November, 2014 9:48 PM
To: Matthew Lindley
Cc: matlindley@me.com
Subject: IPPF [SEC=UNCLASSIFIED]

Matthew Hi

The texts proposed below are currently being looked (I may have a few edit to make later however, at this stage, I hope this is OK with IPPF if we include texts below. Please let me know. The last sentence was taken from a previous QoNs which I would presumed Jo had consulted you for the information. Thanks

Question 1

- a. ***how can Australia be sure that not a single development assistance dollar is used to fund abortions provided by IPPF that are performed after 20 weeks gestation; carried out for sex selection or performed under coercion by the State?***

Answer

- A. IPPF has confirmed to DFAT in writing that it has not provided abortions beyond 20 weeks gestation, performed for sex selection or under coercion by the State in any country, including China and Vietnam. IPPF has put in checks including an audit and reporting process to ensure compliance to Australian requirements on late term abortions.

Regards

Raha Roggero

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Roggero, Raha

From: Matthew Lindley <MLindley@ippf.org>
Sent: Friday, 14 November 2014 7:30 AM
To: Roggero, Raha
Cc: Elizabeth Marks
Subject: RE: Advice on IPPF [SEC=UNCLASSIFIED]

Dear Raha

I have worked with colleagues during the day to prepare the following responses. Let me know what you think. I can continue to work on these after our call.

Joining us from IPPF side will be Elizabeth. As Elizabeth is based in France we will not be sat together. #

Many thanks, Matthew

From: Roggero, Raha [mailto:Raha.Roggero@dfat.gov.au]
Sent: Thursday, 13 November, 2014 6:25 AM
To: Matthew Lindley
Subject: Advice on IPPF [SEC=UNCLASSIFIED]

In an answer to written question on notice number 45 asked by Senator Boswell at the February 2013 Additional Budget Estimates, the reply stated that it is not possible to identify where and on what International Planned Parenthood Federation (IPPF) and IPPF South Asia spent AusAID funding because it is pooled alongside other donor funds.

However, in answer to Senator Boswell's written question on notice number 17.D for the Supplementary Budget Estimates in November 2013 the reply stated that *"IPPF is contractually obliged to comply with the Guiding Principles"* which prohibit abortions after 20 weeks gestation as well as coerced abortions and abortions for sex selection.

IPPF's Annual Performance Report 2013-2014 states that in 2013 it provided 533,085 surgical and 341,783 medical abortions. Included in these figures are abortion related services provided by the China Family Planning Association (14,000 in 2011) and abortion related services provided by the Vietnam Family Planning Association (45,000 in 2011). In both these countries post 20 week abortions are permitted by law; abortions for sex selection are endemic, notwithstanding formal legal bans, and coerced abortions are frequent due to the national population control programmes.

In the light of this information:

- a. how can Australia be sure that not a single development assistance dollar is used to fund abortions provided by IPPF that are performed after 20 weeks gestation; carried out for sex selection or performed under coercion by the State?

In addition to its Annual Performance Review, IPPF provides DFAT with information on the key services and impact delivered using Australian funding. IPPF has confirmed to DFAT that it has not provided abortions beyond 20 weeks gestation, performed for sex selection or under coercion by the State. Additionally, IPPF does not provide medical or surgical abortion in China. In China, IPPF provides post abortion counselling. Providing post abortion family planning helps prevent recourse to future abortions. Of IPPF 136.6 million services in 2013, only 2 percent were abortion related, including services such as post-abortion family planning.

QUESTIONS ON NOTICE/IN WRITING

Question No 85

Program: DFAT

Topic: Speechwriting services

Question in Writing

Senator Ludwig

Question

Since the Minister took office in September 2013:

- a. Has a full time staff member with responsibility for speech writing ever been allocated to the Minister's office?*
- b. If yes, on what date did that staff member commence and cease employment in the Minister's office?*
- c. Have private contractors ever been engaged to assist with speeches for the Minister?*
- d. If yes, how much has been paid under such contracts in total and which firms were contacted?*
- e. For what specific speeches have the contractors been engaged?*
- f. Please provide an itemised list of speeches together with the cost for each speech.*

Answer

(a) and (b) No.

(c)-(f) Since September 2013 the department has paid \$22,500 plus GST to Dr Andrew Stoeckel for speechwriting as well as trade policy planning services in support of the Minister for Trade and Investment. As part of his engagement Dr Stoeckel contributed to a speech delivered by the Trade and Investment Minister in the "Big Ideas Under the Dome" lecture series.

QUESTIONS ON NOTICE/IN WRITING

Question No 86

Program: DFAT

Topic: Economic benefits of free trade agreements

Question in Writing

Senator Whish-Wilson

Question

1. Is DFAT in receipt of modelling of the projected economic impact – both individually and cumulatively – to the Australian economy as a result of the following recently completed bilateral trade agreements:

- a. China-Australia Free Trade Agreement (CAFTA);**
- b. Japan-Australia Economic Partnership Agreement (JAEPA); and**
- c. Korea-Australia Free Trade Agreement (KAFTA)?**

2. Is DFAT in receipt of modelling of the projected economic impact – both individually and cumulatively – to the Australian economy anticipated to result from the following yet-to-be-concluded multilateral/plurilateral trade deals:

- a. Trans-Pacific Partnership (TPP) Agreement;**
- b. Pacific Agreement on Closer Economic Relations (PACER); and**
- c. Regional Comprehensive Economic Partnership (RCEP)?**

3. Is DFAT in receipt of modelling of the projected cumulative economic impact to the Australian economy anticipated to result from the above mentioned recently completed bilateral trade agreements and yet-to-be-concluded multilateral/plurilateral trade deals?

4. In respect of all of the above recently completed bilateral trade agreements and yet-to-be-concluded multilateral/plurilateral trade deals, can DFAT provide detail and/or release the results of all of the above mentioned individual and cumulative economic impact models?

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Answer

1. In February 2014, DFAT received from the Centre for International Economics (CIE) the results of modelling of the economic impact of KAFTA. Further economic analysis is continuing.
2. No.
3. Responses to questions 1 and 2 refer.
4. CIE's report summarising the results of its simulations of the economic impact of KAFTA was tabled in the Senate on 3 March 2014.

QUESTIONS ON NOTICE/IN WRITING

Question No 87

Program: DFAT

Topic: Local procurement impacts of free trade agreements

Question in Writing

Senator Whish-Wilson

Question

- 1. *Is DFAT able to provide any detail on the likely impact of the Trans-Pacific Partnership on state or local government procurement policy?***
- 2. *Is DFAT able to provide any detail on the impact on state or local government procurement policy if Australia joins the WTO Agreement on Government Procurement?***

Answer

1. Trans-Pacific Partnership Agreement (TPP) negotiations on government procurement are not finalized. During current negotiations, coverage of States and Territories is subject to negotiation.
2. The Australian Government announced on 14 November 2014 its intention to work towards joining the WTO Agreement on Government Procurement and has yet to make a decision concerning accession.

QUESTIONS ON NOTICE/IN WRITING

Question No 88

Program: DFAT

Topic: China Australia Free Trade Agreement - Labour mobility

Question in Writing

Senator Whish-Wilson

Question

- 1. *Has a memorandum of understanding been signed with the Chinese Government as an addendum to the China-Australia Free Trade Agreement that includes labour mobility conditions?***
- 2. *Has the Government done any economic modelling regarding the impact on the Australian labour market of such an agreement?***
 - a. *If so, can the Government release the modelling? or***
 - b. *If not, why not?***

Answer

1. No. There is an MOU on an Investment Facilitation Arrangement but it is not an addendum to ChAFTA. The MOU has not yet been signed.
2. No.
 - a. n/a
 - b. Australia's commitments on temporary entry arrangements under ChAFTA are consistent with the operation of Australia's current immigration and employment frameworks. As Australia's 457 visa program is demand driven, Australia's labour market situation varies in accordance with domestic and global economic conditions.

QUESTIONS ON NOTICE/IN WRITING

Question No 89

Program: DFAT

Topic: Philippines

Question in Writing

Senator Xenophon

Question

Since a report released by Amnesty International released a report in December 2014, 'Above the Law: Police Torture in the Philippines', the Philippine Senate has opened an inquiry into the disturbing practices.

As one of the Philippines' closest bilateral aid, diplomacy and security partners Australia has a key role to play in promoting human rights in the Philippines.

- 1. What specific measures is DFAT undertaking to assist the Philippines Government to comply with and strengthen its performance against the Convention Against Torture?*
- 2. What offers of support has DFAT given to the Philippines' government to improve the training, governance and oversight and accountability of the police force?*
- 3. How is Australia's aid program in the Philippines seeking to assist the Government and in particular its police force to uphold human rights?*
- 4. In light of compelling evidence of torture by police in the Philippines, will Australia be reviewing its aid priorities in the Philippines with a view towards promoting greater oversight over and capacity and accountability in the police force to uphold human rights protections? Please outline what measures will be taken.*

Answer

The Australian Embassy in Manila actively engages and coordinates with other Embassies and civil society on human rights issues in the Philippines, including through an organised forum which draws together a large number of Embassies, as well as The Asia Foundation. The Embassy will continue to engage legislators,

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government and civil society groups in raising awareness of key human rights issues, including Convention against Torture compliance, through this forum.

In addition, the Direct Aid Program, administered by the Embassy, provides support to human rights initiatives as a priority. Projects supported cover a broad cross section of issues, including in the justice sector.

DFAT works closely with the Australian Federal Police (AFP) on human rights issues, including torture. The AFP works to improve the investigation standards of Philippine law enforcement agencies and thereby reduce or eliminate the use of torture to elicit information or confessions.

The Australian aid program is focussed on the agreed priorities of the Australian and Philippine Governments as they seek to promote prosperity, reduce poverty, enhance peace and stability and promote human rights.

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QUESTIONS ON NOTICE/IN WRITING

Question No 90

Program: DFAT

Topic: LGBTI rights abuses in Russia

Question in Writing

Senator Rice

Question

In light of ongoing reports of homophobic and transphobic attacks in Russia, has the government raised the issue of these reported abuses of LGBTI people in Russia?

Answer

The Australian Government through our Embassy in Moscow undertakes a range of activities in support of members of the LGBTI community in Russia, including sponsorship of prominent LGBTI cultural events and regular dialogue with community groups that represent the interests of members of the LGBTI community.

These activities are consistent with a long history of past advocacy on these issues. For example, in August 2013 the Ambassador wrote to Mr Mikhail Fedotov, Chairman, Presidential Council for Civil Society and Human Rights and Mr Sergey Ivanov, Chief of Staff of the Presidential Administration, to express Australia's deep concern regarding the passage of "gay propaganda" legislation. A copy of this letter remains posted on the Embassy's website.

QUESTIONS ON NOTICE/IN WRITING

Question No 91

Program: DFAT

Topic: 370

Question in Writing

Senator Brown

Question

- 1. *Why did Australia join the UNWTO?***
- 2. *What were the key benefits of membership to UNWTO?***
- 3. *What was the annual membership cost of UNWTO each year of Australia's membership since it began?***
- 4. *What events has Australia participated in previously as a member of UNWTO? Please list all.***
- 5. *What is the rationale behind withdrawing from the organisation?***
- 6. *In Austrade's opinion, how will our withdrawal affect Tourism Research Australia, Tourism Australia, Austrade and the Australian tourism industry?***
- 7. *How will the withdrawal affected the ability of the Australian Government to partner with Pacific nations to deliver economic partnerships, such as the MOU between Carnival Australia and the Government of Vanuatu?***
- 8. *Which agencies currently rely on data supplied by the UNWTO for their tourism research?***
- 9. *Which research and data will Australia lose access to as a result of this decision?***

Answer

1. Australia's membership of the UNWTO was an initiative contained in the Australian Government's Tourism White Paper 'A Medium to Long Term Strategy for Tourism', endorsed by Cabinet and released by the then Prime Minister on 20 November 2003.
2. On re-joining in 2004, Australia envisaged the benefits of its membership would be to:

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- Influence the policy direction and programmes of the UNWTO
- Access to international tourism research and statistics
- Expand Australia's network of contacts
- Build knowledge of key international tourism developments, and
- Build capacity to respond to global events impacting on tourism.

Apart from gaining access to the UNWTO's tourism publications, these benefits have not materialised.

3. The annual cost of UNWTO membership to Australia since 2004 is set out in the table below:

Calendar year	UNWTO Membership fee in Euro (EUR)
October to December 2004, pro rata on re-joining	EUR 41,476
2005	EUR 169,086
2006	EUR 174,934
2007	EUR 182,367
2008	EUR 196,045
2009	EUR 210,748
2010	EUR 225,631
2011	EUR 231,255
2012	EUR 248,599
2013	EUR 267,244
2014	EUR 287,287
2015	EUR 308,834

On re-joining in 2004, the Government of Australia also made a one-off payment, to the UNWTO's Working Capital Fund, of around 5 per cent of the annual membership fee, equivalent to EUR 8,295.10.

4. The Australian Government has participated in the following UNWTO events since re-joining the UNWTO in 2004, often represented by the resident Australian mission to the country where the events were held.

Event/Meeting	Place	Date
16 th Session of the UNWTO General Assembly, 76 th Session of the Executive Council of UNWTO, 43 rd Meeting of the UNWTO Commission for	Dakar, Senegal	28 November- 2 December 2005

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East Asia and the Pacific		
1 st Meeting of the UNWTO Working Group on Risk Assessment and Crisis Management and Preparedness	Paris, France	16 March 2006
44 th Meeting of the UNWTO Regional Commission for East Asia and Pacific, Ministerial Roundtable on Asia-Pacific Tourism Policies	Macau, China	12-15 June 2006
1 st UNWTO Asia/Pacific Executive Training Program on Tourism Policy and Strategy	Seoul, Republic of Korea	12-18 November 2006
3 rd Meeting of the UNWTO Working Group on Risk Assessment and Crisis Management and Preparedness	Paris, France	29 March 2007
1 st Meeting of the UNWTO Working Group to Study the Feasibility of an Appropriate Legal Instrument to Help Facilitate Tourist Travel	Paris, France	25 April 2007
18 th Joint Meeting of the UNWTO Commission for South Asia and the UNWTO Commission for East Asia and the Pacific, 45 th Meeting of the UNWTO Commission for East Asia and the Pacific, UNWTO Asia-Pacific Conference on Low Cost Carriers	Islamabad, Pakistan	25-26 April 2007
1 st UNWTO/PATA Tourism Trends and Research Conference	Guilin, China	29 June-1 July 2007
17 th Session of the UNWTO General Assembly, 46 th Meeting UNWTO Regional Commission for East Asia and Pacific, UNWTO Education Council Conference	Cartagena de Indias, Colombia	23-29 November 2007
3 rd Meeting of the UNWTO Working Group to Study the Feasibility of an Appropriate Legal Instrument to Help Facilitate Tourist Travel	Madrid, Spain	30 May 2008
20 th Joint Meeting of the UNWTO Commission for South Asia and the UNWTO Commission for East Asia and the Pacific,	Kobe, Japan	10-11 June 2008

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47 th Meeting of the UNWTO Commission for East Asia and the Pacific		
4 th Meeting of the UNWTO Working Group on the Facilitation of Tourist Travel	Madrid, Spain	24 September 2008
84 th Session of the Executive Council of UNWTO	Madrid, Spain	14-15 October 2008
International Conference on Revitalization of Tourism and Confronting Crisis	Chengdu, China	16-18 November 2008
2 nd UNWTO Tourism Trends and Research Conference	Guilin, China	17-19 December 2008
1 st Meeting of the UNWTO Tourism Resilience Committee	Madrid, Spain	28 January 2009
5 th Meeting of the UNWTO Working Group to Study the Feasibility of an Appropriate Legal Instrument to Help Facilitate Tourist Travel	Madrid, Spain	13 February 2009
21 st Joint Meeting of the UNWTO Commission for South Asia and the UNWTO Commission for East Asia and the Pacific, UNWTO Conference on Increasing Tourist Flows between Asia and the Middle East	Tehran, Iran	2-4 March 2009
2 nd Meeting of the UNWTO Tourism Resilience Committee	Berlin, Germany	13 March 2009
18 th Session of the UNWTO General Assembly, 3 rd Meeting of the UNWTO Tourism Resilience Committee, Meeting of the Working Group on the Strategic Role of Knowledge in Specialized UN Organizations	Astana, Kazakhstan	2-9 October 2009
3 rd UNWTO/PATA Forum on Tourism Trends and Outlook	Guilin, China	15-17 November 2009
1 st T20 Tourism Ministers Meeting, UNWTO / South Africa International Summit on Tourism, Sport and Mega Events	Johannesburg, South Africa	22-25 February 2010
4 th UNWTO Asia/Pacific Executive Training	Gyeongju, Republic of	14-18 April

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Program on Tourism Policy and Strategy	Korea	2010
22 nd Joint Meeting UNWTO Commission for East Asia and the Pacific and UNWTO Commission for South Asia, UNWTO Conference on Tourism as a Key Driver for Socio-Economic Development in Asia and the Pacific	Hanoi, Viet Nam	10-11 May 2010
4 th UNWTO/PATA Forum on Tourism Trends and Outlook	Guilin, China	2-4 September 2010
2 nd T20 Tourism Ministers' Meeting, International Summit: LogIn Tourism - New Decade, New Tourism	Buyeo, Republic of Korea	11-14 October 2010
UNWTO Technical Consultation on Georeferences and Time Stamps for Event Information and Travel Advisories	Madrid, Spain	29 March 2011
23 rd Joint Commission Meeting for South Asia and East Asia and the Pacific, UNWTO Conference Mainstreaming Tourism in the Media	Colombo, Sri Lanka	24-25 March 2011
1 st Meeting of the UNWTO Working Group on the Protection of Tourists/Consumers and Travel Organizers	Madrid, Spain	26 April 2011
5 th UNWTO Asia/Pacific Executive Training Program on Tourism Policy and Strategy	Brunei Darussalam	13-16 June 2011
2 nd Meeting of the UNWTO Working Group on the Protection of Tourists/Consumers and Travel Organizers	Madrid, Spain	28 September 2011
19 th Session of the UNWTO General Assembly, 49 th Meeting of the UNWTO Regional Commission for East Asia and Pacific, Special Meeting of the UNWTO Working Group on the Protection of Tourists/Consumers and Travel Organizers	Gyeongju, Republic of Korea	8-14 October 2011
3 rd T20 Tourism Ministers' Meeting	Paris, France	25 October 2011

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5 th UNTWO/PATA Forum: Tourism Trends and Outlook	Guilin, China	26 October 2011
24 th Joint Meeting of the UNWTO Commission for East Asia and the Pacific and UNWTO Commission for South Asia, UNWTO High-Level Regional Conference on Green Tourism	Chiang Mai, Thailand	3-4 May 2012
4 th T20 Tourism Ministers' Meeting	Merida, Mexico	15-16 May 2012
6 th UNWTO Asia/Pacific Executive Training Program on Tourism Policy and Strategy	Paro, Bhutan	25-28 June 2012
6 th UNWTO/PATA Forum on Tourism Trends and Outlook	Guilin, China	11-13 October 2012
20 th Session of the UNWTO General Assembly, 50 th Meeting of the UNWTO Regional Commission for East Asia and Pacific	Victoria Falls, Zimbabwe and Livingston, Zambia	24-29 August 2013
7 th UNWTO/PATA Forum on Tourism Trends and Outlook	Guilin, China	21-23 October 2013

5. Withdrawal from the United Nations World Tourism Organization (UNWTO) has been prompted by renewed questions about the value of benefits of membership to Australia in recent years, and follows a comprehensive review in consultation with key industry stakeholders. While the UNWTO has emphasised the importance of Australia's membership, it has not given priority to Australian interests. Given the differences in strategic priorities and resulting work programme, combined with the current constrained resource environment, the benefits from Australia's UNWTO membership to the Australian tourism industry and the Australian Government are low, and are not matched by the cost of membership.

6. Following consultation with Tourism Australia and Austrade (including Tourism Research Australia), DFAT understands Australia's UNWTO withdrawal will not affect these agencies. DFAT is the Australian Government department with responsibility for Australia's UNWTO membership.

The withdrawal will have no impact on the Australian tourism industry. Australian tourism organisations and businesses are still able to apply for UNWTO Affiliate membership.

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7. The withdrawal will not affect the ability of the Australian Government to partner with Pacific nations and private entities to deliver economic partnerships, such as the MOU between Carnival Australia and the Government of Vanuatu.
8. No Australian Government agencies currently rely on data supplied by the UNWTO for tourism research.
9. While the Australian Government will lose direct access to UNWTO research and data, it will be able to purchase publications on an ad hoc basis as other non-member states and organisations do.

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QUESTIONS ON NOTICE/IN WRITING

Question No 92

Program: DFAT

Topic: G'Day USA

Question in Writing

Senator Brown

Question

- 1. When will the next G'Day USA be held (please provide dates, venues, details)**
- 2. Are further dates planned? If so, when?**
- 3. How much funding is allocated to G'Day USA in each year over the forward estimates**
- 4. How many staff are employed to work on the G'Day USA campaign**
- 5. Please detail travel for all Government Ministers, MPs and personal staff to G'Day USA events in 2014 including expenditures on accommodation, travel, hospitality and any other expenses.**

Answer

1. The current G'Day USA 2014-15 program began on 1 July 2014 and will run until 30 June 2015. The next G'Day USA program will run during the financial year 2015-16. Details of forthcoming G'Day USA events are available on the G'Day USA website: www.gdayusa.org
2. Details of forthcoming G'Day USA events are available on the G'Day USA website: www.gdayusa.org
3. DFAT contributed \$100,000 to the G'Day USA budget for the present financial year. The level of DFAT's contribution to G'Day USA funding for 2015-16 will be determined through DFAT's internal allocation process post the May 2015 Budget announcement.
4. The G'Day USA production team consists of two contractors employed by the G'Day USA Steering Committee – a Program Director and Production Coordinator. The staff of the Australian Consulate-General in Los Angeles also provides support to the program. The Consul-General chairs the G'Day USA Steering Committee.

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5. In 2014 the following Ministers attended G'Day USA events:

Minister for Foreign Affairs, the Hon Julie Bishop MP

- Alliance 21 Conference 'US-Australia: The Alliance in an emerging Asia' (Washington, 22 January)
- Australian Economic Outlook Luncheon (New York, 24 January)
- G'Day USA Black Tie Gala (New York, 24 January)
- Peabody Energy & G'Day USA Australia Day Gala (Chicago, 25 January)

Minister for Trade and Investment, the Hon Andrew Robb MP

- Australian Tourism Summit (Los Angeles, 10 January)
- G'Day USA Black Tie Gala Dinner (Los Angeles, 11 January)
- US-Australian Dialogue: the Coming Water Crisis – Solutions and Strategies (Los Angeles, 13 January)
- US-Australian Dialogue: Partners in the Asia Pacific (Los Angeles, 14 January)
- Innovation Evening: Innovation and the Digital Economy (San Francisco, 15 January)

Minister for Communications, the Hon Malcolm Turnbull MP *[Mr Turnbull attended official G'Day USA events while on private travel]*

- Innovation Evening: Innovation and the Digital Economy (San Francisco, 15 January)
- Alliance 21 Conference 'US-Australia: The Alliance in an emerging Asia' (Washington, 22 January)
- G'Day USA Black Tie Gala (New York, 24 January)

Then-Parliamentary Secretary for the Environment, Senator the Hon Simon Birmingham

- California-Australia Dialogue on Drought Solutions (Sacramento, 10 December)

The Department of Finance covers the cost of ministerial travel overseas. The last report on Ministerial Entitlements provided by DOF covered the period 1 January to 30 June 2014. To provide details of travel expenditure for Ministers, MPs and personal staff to G'Day USA events in 2014 would entail a significant diversion of resources and, in these circumstances, I do not consider the additional work can be justified.

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QUESTIONS ON NOTICE/IN WRITING

Question No 93

Program: DFAT

Topic: Funding programs

Question in Writing

Senator Brown

Question

Can the following details be provided for each discretionary grant program in the Minister's portfolio:

- (a) Discretionary grant program in the Minister's portfolio;*
- (b) Name of the discretionary grant program;*
- (c) Total funding on a year-by-year basis over the current forward estimates;*
- (d) Committed funding on a year-by-year basis over the current forward estimates;*
- (e) Contracted funding on a year-by-year basis over the current forward estimates;*
- (f) Uncommitted funding on a year-by-year basis over the current forward estimates;*
- (g) When the current round of funding is scheduled to cease; and*
- (h) How many rounds of funding are scheduled after the end of the current round.*

Answer

(a) International Relations Grants Program

Part (b) to (e) The table below shows funding on a year-by-year basis over the Forward Estimates.

	2015-16	2016-17	2017-18
Total funding	\$4,594,000	\$4,594,000	\$4,594,000
Committed funding	\$0	\$0	\$0
Contracted funding	\$0	\$0	\$0
Uncommitted funding	\$0	\$0	\$0

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(f) The ten DFAT foundations, councils and institutes conduct funding rounds throughout the year. The current rounds for these bodies are at different stages of completion.

(g) Each DFAT foundation, council or institute determines the number and frequency of grant funding rounds.

(a) Asian Business Engagement (ABE) Plan

Part (b) to (e) The table below shows funding on a year-by-year basis over the Forward Estimates.

	2015-16	2016-17	2017-18
Total funding	\$1,500,000	\$1,500,000	\$1,500,000
Committed funding	\$0	\$0	\$0
Contracted funding	\$670,654	\$67,500	\$0
Uncommitted funding	\$829,346	\$1,432,500	\$1,500,000

(f) The current grant round closes on 30 June 2015.

(g) The ABE Plan is an ongoing program with three further grant rounds scheduled under the current Forward Estimates after the end of the current grant round.

(a) T-QUAL Grants Program

(b) to (e) The program is scheduled to end on 30 June 2015 so there is no funding over the Forward Estimates.

Part (f) & (g) The 2013 round was the final funding round for the program.

(a) Tourism Industry Regional Development Fund

(b) to (e) The program is scheduled to end on 30 June 2015 so there is no funding over the Forward Estimates.

Part (f) & (g) The 2012 round was the final funding round for the program.

QUESTIONS ON NOTICE/IN WRITING

Question No 94

Program: DFAT

Topic: Mekong River Commission - Prior consultation process for the Don Sahong Dam

Question in Writing

Senator Rhiannon

Question

- 1. *What is the Department's understanding of the status of the Procedures for Notification, Prior Consultation and Agreement (PNPCA) process for the Don Sahong Dam?***
- 2. *As a key Development Partner to the Mekong River Commission, how does the Department plan to support the Mekong River Consultation in ensuring that the requests of neighbouring countries for an extension to the Prior Consultation process and further studies are adhered to by Laos?***
- 3. *Has the Department requested that the Lao Government carry out a transboundary impact assessment of the project or considered that the Australian Government should carry out its own assessment, considering that:***
 - a. *The Don Sahong Dam poses significant risks for the Mekong region's inland fisheries and food security, which may undermine DFAT's past development work in the countries of Cambodia, Laos, Thailand and Vietnam; and***
 - b. *That no transboundary impact assessment has yet been carried out, despite requests from Laos' neighbours, meaning that significant gaps remain in understanding the possible upstream and downstream impacts of the project?***

Answer

The department's understanding of the Don Sahong Procedures for Notification, Prior Consultation and Agreement (PNPCA) process is that: the prior consultation period formally commenced on 25 July 2014; the MRC Joint Committee has been unable to reach agreement on conclusion of the consultation process and has

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referred the matter to the MRC Council for its consideration; and no date has been set for the MRC Council's consideration of the matter.

The role of the department is to encourage open and transparent consultation between Laos and other Mekong countries on dam developments on the Mekong River that may have impacts on neighbouring countries.

The department has not requested the Laos government to carry out a transboundary impact assessment or considered a proposal that the Australian Government carry out its own assessment, as the decision to carry out such an assessment is a matter for the sovereign states concerned.

Australia and other development partners continue to advocate for MRC countries to agree to an MRC process for conducting Transboundary Environmental Impact Assessments for all Mekong dams that are likely to have transboundary impacts.

QUESTIONS ON NOTICE/IN WRITING

Question No 95

Program: DFAT

Topic: Mekong River Commission - Challenges to implementation of the Mekong River Commission's prior consultation process

Question in Writing

Senator Rhiannon

Question

- 1. As one of the primary funders of the Mekong River Commission's Mekong Integrated Water Resources Management program, which includes support for the implementation of the PNPCA process, what specific measures is the department taking to support the Mekong River Commission in strengthening or reforming the PNPCA process before future projects are submitted for review under the Prior Consultation process?***
- 2. What steps is the department taking to monitor the development status of other Mekong mainstream dams?***

Answer

Australia is supporting the Joint Platform for Procedures process through our Mekong Water Resources Program. This process provides a forum for countries to discuss issues/concerns related to the implementation of all five of the MRC's procedures, including the PNPCA.

Australia is assisting the monitoring of the development status of other Mekong mainstream dams by: providing financial support to an MRC Study on Sustainable Development of the Mekong River (the Council Study); and providing funding (\$1 million) to a Government of Vietnam Study on the impacts of upstream hydropower dams on the Mekong Delta.

QUESTIONS ON NOTICE/IN WRITING

Question No 96

Program: DFAT

Topic: Mekong River Commission - Lower Sesan 2 Dam, Cambodia

Question in Writing

Senator Rhiannon

Question

- 1. *Given the ongoing concern from Mekong River Commission Development Partners, what is the department's position, including concerns, on the Lower Sesan 2 Dam?***
- 2. *Following the request from Mekong River Commission Development partners, what specifically is the department doing to encourage the Government of Cambodia to submit the Lower Sesan 2 Dam for Prior Consultation or reconsider their plans for the project's development?***

Answer

Australia is assisting the monitoring of the development status of other Mekong mainstream dams by: providing financial support to an MRC Study on Sustainable Development of the Mekong River (the Council Study); and providing funding (\$1 million) to a Government of Vietnam Study on the impacts of upstream hydropower dams on the Mekong Delta.

The department does not take a position on Mekong countries' decisions to build hydropower projects. These decisions are decisions for the sovereign countries concerned. However, Australia does encourage, through the MRC, transparent consultation on projects that are likely to have transboundary impacts.

Australia and other MRC development partners continue to encourage the Government of Cambodia to consider submitting the Lower Sesan 2 project to formal Prior Consultation under the PNPCA.

QUESTIONS ON NOTICE/IN WRITING

Question No 97

Program: DFAT

Topic: Mekong River Commission - Disclosure of the project designs for the Xayaburi Dam

Question in Writing

Senator Rhiannon

Question

- 1. *In response to questions during the Senate's supplementary Budget Estimates on the 21st of November 2013, it was stated that the Government of Laos had agreed to provide details of the re-design to the MRC by mid-2014. What is the updated and current status of the final designs for the Xayaburi Dam?***
- 2. *Are you aware of whether the full re-designs have been provided to the MRC and whether a technical review of the re-design is being carried out to ensure the project's compliance with the MRC's Preliminary Design Guidance measures? May I have the details of where this process is up to, and any concerns expressed by any stakeholders or interests?***
- 3. *Has the department received the final designs for the redesign of the Xayaburi Dam, and when were they received?***
 - a. *If not, when are they expected to be lodged?***

Answer

The final redesign documents, including the Xayaburi Feasibility Study, Environmental Impact Assessment and the Social Impact Assessment are publically available and on the Mekong River Commission's website (<http://www.mrcmekong.org/>), as is the MRC's technical review of the original Xayaburi design and associated documentation.

Feedback on that design documentation, resulting from the MRC's Prior Consultation process, has led to design evaluation and changes related to sediment and fisheries.

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The Lao Government has agreed to provide full details of the redesign to the MRC. The documentation provided by the Lao Government is being examined by the MRC and is not publicly available.

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Question No 98

Program: DFAT

Topic: Mekong River Commission - Council study

Question in Writing

Senator Rhiannon

Question

1. At the Mekong River Commission Summit held in April 2014, Mekong leaders called for a prioritisation of key studies underway to fill significant knowledge gaps in understanding the impacts of planned hydropower projects on the Lower Mekong mainstream. This includes the MRC Council study which was first proposed in 2011:

- a. What is the updated and current status and timeline for the Council Study?**
- b. What are the details of the department's involvement in the Council Study been to date?**
- c. What measures will be taken by the Australian Government to ensure that the Council Study is an open and participatory process that entails meaningful opportunities for public consultation and engagement, and that the outcomes will be used by the MRC and its member countries to inform future decision-making on the development of hydropower projects on the Mekong River?**

Answer

The MRC Council study is currently being undertaken and due to be completed in mid-2016.

The department is providing funding for the study. The study workplan includes consultation at the national and regional levels with governments, researchers, NGOs and civil society.

The study will present the MRC with a set of actionable recommendations addressing potential uncertainties, risks and information needs for development planning in the Lower Mekong Basin, including recommendations for impact avoidance and mitigation measures for future development.

QUESTIONS ON NOTICE/IN WRITING

Question No 99

Program: DFAT

Topic: Palestine

Question in Writing

Senator Rhiannon

Question

- 1. *What advice do you provide to aid projects attempting to take building materials into Gaza to help restore buildings destroyed in the war in Gaza?***
 - a. *Is it the case that the UN seeks approval from Israel once the requests for materials come in from Palestine or an aid agency applies to bring in building materials?***
- 2. *What is the government's position regarding Palestine's application to become a member of the International Criminal Court?***

Answer

1. Aid agencies seeking to assist with reconstruction in Gaza are able to engage through the Gaza Reconstruction Mechanism. The Mechanism's procedures include Israeli Government approval of construction and infrastructure projects (as well as projects that involve the use of materials or equipment classified as dual-use by the Government of Israel).
2. The Australian Government is concerned by the Palestinian Authority's accession to a range of multilateral treaties and its declaration in relation to the Rome Statute of the International Criminal Court. Such unilateral actions are provocative and unhelpful, and undermine prospects for a return to direct peace process negotiations. Australia has consistently encouraged both Israel and the Palestinians to refrain from steps that damage the chances of reaching an early and enduring agreement.

QUESTIONS ON NOTICE/IN WRITING

Question No 100

Program: DFAT

Topic: Global Fund

Question in Writing

Senator Rhiannon

Question

1. On 5 February 2015, the Minister for Foreign Affairs announced an additional \$15 million over three years for TB programs in Papua New Guinea.

a. What specific services will this additional funding provide?

b. How will the impact of the additional services be measured?

2. The Global Fund to Fight AIDS, TB and Malaria has announced it is providing \$US18 million for a TB program in Papua New Guinea, working with World Vision Australia. Could the Department explain how the Global Fund-supported program will complement the Australian bilateral funding for TB in Papua New Guinea, and what are the arrangements for coordination between the Australian and Global Fund-supported programs?

3. The Global Fund to Fight AIDS, TB and Malaria has recently released its register of Unfunded Quality Demand. These are proposals worth \$US2 billion from different countries, which meet the Global Fund's criteria and cannot be funded from the 2014-2016 replenishment. The Register includes \$US204 million for 8 countries in our region (with the largest amounts for Papua New Guinea, Vietnam, Pakistan and Cambodia). Given Australia's Global Fund pledge for 2014 to 2016 flat-lined at \$200 million (and the overall replenishment shortfall was \$US2.7 billion) is the Australian Government considering making a contribution to the Global Fund to assist in covering this additional demand?

Answer

1.

- a. On 5 February 2015, Australia's Foreign Minister announced a new \$15 million package of support for TB control in PNG's National Capital District (NCD) and Western Province, from 2014-15 to 2016-17.**

QUESTIONS ON NOTICE/IN WRITING

National Capital District (NCD)

Of this new funding, \$10 million is allocated for the TB response in NCD. This support will focus on:

- Case-finding: active community and health facility-based models are used to find cases;
- Early Diagnosis: all patients suspected of TB are tested and diagnosed promptly;
- Effective Treatment: patients are promptly started on the right treatment;
- Care and support: patients receive the patient-centred and community-based support to help them complete treatment (active outreach to patients by qualified professionals).

Western Province

Additional support of \$5 million is allocated to Western Province to focus on:

- effective management of drug-resistant TB;
- strengthening laboratory services and logistics and supply systems (including anti-TB drug procurement and distribution where required);
- community-based treatment, care and prevention; and
- patient support services.

- b. The performance framework for the additional funding is being developed. Key performance indicators are expected to include improvements in: diagnostic capacity and treatment enrolment; availability of in-country TB laboratory services; availability of, and access to, community-based care and associated support services; and the extent and quality of private sector activities to improve services.

DFAT's approach to monitoring and evaluation is guided by the Australian aid program's *Making Performance Count* policy, in line with the Government's commitment to improving effectiveness, accountability, and results. The impact of the package will be measured and reported through investment annual quality reports, independent evaluation, and program reviews.

2. Resourcing and management of TB control initiatives in PNG is led by the Government of PNG (GoPNG) through the National TB Program (NTP). Investments by donors—such as DFAT—and other development agencies—such as the Global Fund to Fight AIDS, Tuberculosis and Malaria (Global Fund)—align with relevant PNG health strategies and planning processes, such as the *National Strategic Plan for Tuberculosis Control in Papua New Guinea*.

QUESTIONS ON NOTICE/IN WRITING

Global Fund investments respond directly to funding requests from countries. The new Global Fund grant for the PNG TB program transitions away from previous investments across all provinces in PNG to a narrower focus to provinces with the highest burden of disease and emerging rates of drug-resistant TB. As the Global Fund TB grant is designed to complement other PNG and donor investments, it will not have a presence in Western or Gulf provinces. This decision was made by PNG's NTP because of Australia's significant investments in supporting the Western Province's TB response and Medecins Sans Frontieres' (MSF) recent engagement in Gulf Province.

Australia's TB investments complement, and are closely coordinated with, other TB control activities in PNG through a range of strategic and implementation mechanisms. For example:

- the Australian High Commission in PNG is represented on the PNG Emergency Response Taskforce (ERT) for drug-resistant TB, a peak governance mechanism for coordination of all drug-resistant TB initiatives;
- Australian funded international public health advisers provide support to, and participate in, PNG's various technical committees on TB control;
- Australia is a member of the Global Fund Country Coordinating Mechanism (CCM) in PNG—the multi-stakeholder partnership which oversees development, implementation and monitoring of Global Fund grants;
- Australia provides co-financing for the World Health Organisation (WHO)'s PNG Country Office, including funding a TB medical officer to support coordination of PNG's NTP and all development partner investments;
- Australia has contracted World Vision (\$2.8 million over 3 years) to strengthen Western Province's TB response, due to World Vision's role as the Principal Recipient for implementation of the Global Fund TB grant across PNG.

3. There is no intention at this stage to make an additional contribution to the Global Fund to Fight AIDS, Tuberculosis and Malaria (Global Fund) in support of its 2014-16 replenishment cycle.

Australia's pledge of \$200 million over 2014 to 2016 at the Global Fund's Fourth Replenishment in December 2013 maintains Australia's contribution at the same level as for the last replenishment period (2011-13).

QUESTIONS ON NOTICE/IN WRITING

Question No 101

Program: DFAT

Topic: Bougainville

Question in Writing

Senator Rhiannon

Question

1. What funding has been earmarked for Bougainville in the financial year 2014/15?

a. May I have details of this funding broken down according to purpose, such as infrastructure, human rights, mining, agriculture, fisheries?

2. Over the 2014/15 period what meetings have been held between Department staff and Adam Smith International, relating to Bougainville? Please include:

a. Event/purpose

b. Dates

c. Location

d. Government staff and other personnel involved

e. Outcomes

3. Over the 2014/15 period what meetings have Department staff held with Rio Tinto officials, including its subsidiary Bougainville Copper Limited, relating to its Bougainville interests. Please include:

a. Event/purpose

b. Dates

c. Location

d. Government staff and other personnel involved

e. Outcomes

4. Over the 2014/15 period what meetings have Department staff held with land-owning communities in the Panguna mine area: Please include:

a. Event/purpose

QUESTIONS ON NOTICE/IN WRITING

- b. Dates**
- c. Location**
- d. Government staff and other personnel involved**
- e. Outcomes**

5. Considering the Department of Foreign Affairs and Trade states in the report 'Australian aid: promoting prosperity, reducing poverty, enhancing stability', that it will 'contribute to peace-building initiatives in conflict-affected areas to address long-standing grievances and other drivers of conflict', and that there now exists persuasive evidence, including admissions from company executives corroborated by internal corporate records, that the Rio Tinto subsidiary, Bougainville Copper Limited, was directly involved in facilitating serious human rights abuses during the Bougainville conflict (see the published research of Dr Kristian Lasslett):

- a. What is the Government's consideration that these developments remain a potential source of instability?**
- b. What steps has the Department made, or will the Department make, to support victims of human rights abuses associated with the BCL?**
- c. What actions is the Department taking in Bougainville to 'contribute to peace-building initiatives in conflict-affected areas to address long-standing grievances and other drivers of conflict'?**

6. A 2013 UN study ("Why Do Some Men Use Violence Against Women and How Can We Prevent It? Quantitative Findings from the UN Multi-country Study on Men and Violence in Asia and the Pacific") raised serious concerns over elevated levels of violence against women on Bougainville. There is a considerable literature supporting the contention that violence against women is often significantly elevated following armed conflict owing to legacies of trauma and violence:

- a. What steps has the Australian government taken in cooperation with the Autonomous Bougainville Government, to address the UN findings?**
- b. What progress has been made in Bougainville following the Department responding to the elevated levels of violence against women?**

Answer

1. Please see response to question on notice number 58 above.

QUESTIONS ON NOTICE/IN WRITING

2. Since advice provided in question on notice number 82 (part 10) of Supplementary Budget Estimates 2014, 23 October 2014, no meetings have occurred.

3. Please note the responses provided to the questions on notice number 90 for the Supplementary Budget Estimates hearing on 23 October 2014 and number 96 for the Supplementary Budget Estimates hearing on 21 November 2013. Australian Government officials meet regularly with Rio Tinto and BCL officials for a range of purposes. To collate a list of these meetings and provide the level of detail requested would entail a significant investment of resources. The Department does not consider this diversion of resources from priority areas to be justified.

4. Departmental officials meet regularly with landowners in Bougainville, including in the Panguna mine area. To collate a list of these meetings and provide the level of detail requested would entail a significant investment of resources. The Department does not consider this diversion of resources from priority areas to be justified.

5. Australia's aid to Bougainville aims to foster a more stable Bougainville where citizens participate in and benefit from political, social and economic development. This support reinforces the objectives of the Bougainville Peace Agreement (BPA), to which Australia is a witness. As part of Australia's aid program, funding supports the Bougainville Peace Building Program that aims to facilitate the reconciliation of crisis-era disputes and conflicts.

6. Australia has increased its gender-related support in Bougainville. In 2014-15, we expect to provide around \$3.1 million in support of gender initiatives. The main aims of our assistance are to: reduce family and sexual violence (FSV) and assist survivors and those at risk of violence; strengthen women's leadership; and improve women's economic opportunities.

Examples of current and planned support include:

- Establishing a Human Rights Defenders network across Bougainville. Defenders will work to change community attitudes that underpin violent behaviours in Bougainville. They will also refer victims of violence to support services.
- Supporting the UN to work with schools to deliver a more gender-sensitive curriculum, including advocacy against gender-based violence.
- Opening of an FSV Unit in Buka in September 2013.
- Training for 20 Bougainville Village Court trainers in August and September 2014.
- Providing \$2.5 million in early 2014 for 80 women's community development grants through the World Bank managed 'Inclusive Development in Post-Conflict Bougainville' program. These grants will be delivered between 2014 and 2016.

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- Developing the Bougainville Women's Federation's capacity to develop and advocate for policy.
- Supporting the deployment of Bougainville Police Service women to Arawa to strengthen responses to FSV and gender-related law and order issues.
- Funding to construct a women's safe house in Buka.

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QUESTIONS ON NOTICE/IN WRITING

Question No 102

Program: DFAT

Topic: PNG - aid funding

Question in Writing

Senator Rhiannon

Question

- 1. How much of the 14/15 aid budget to PNG will be spent in the categories (from your website <http://dfat.gov.au/geo/papua-new-guinea/development-assistance/Pages/papua-new-guinea.aspx>) of Law & Justice, and Governance?**
- 2. How much of the aid budget to PNG from 2010 – 2014 was spent on Law & Justice, and Governance?**
- 3. Is the \$420 million for the PNG Australia Joint Understanding on Further Bilateral Cooperation on health, education law and order in addition to the annual aid budget of \$577 million?**
- 4. What period does the Joint Understanding funding cover?**
- 5. How much, by department, is spent on/in PNG (including DFAT, DIBP, Attorney General's Office, Department of Defence)?**

Answer

1. The current estimated 2014/15 budget allocations for the Law and Justice and Governance sectors in Papua New Guinea (PNG) are approximately \$26 million and \$120 million respectively.
2. From 2010-14, the aid budget expenditure on the Law and Justice and Governance sectors in PNG was as follows:

	2010/11	2011/12	2012/13	2013/14
Law and Justice	\$28.2m	\$28.6m	\$29.0m	\$23.6m
Governance	\$82.4m	\$115.5m	\$107.1m	\$114.3m
Total	\$110.6m	144.1m	\$136.1m	\$137.9m

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3. Allocated funding for the PNG Australia Joint Understanding on Further Bilateral Cooperation on Health, Education and Law and Order (Joint Understanding) is included in the estimated total aid budget allocation to PNG of \$577 million for 2014/2015.
4. The Joint Understanding commenced in July 2013 with total allocated funding of \$420 million between 2013/14 and 2016/17.
5. The following amounts of official development assistance (ODA) are spent on/in PNG:

	2013/14 Actual Outcome	2014/15 Budget Forecast (Approximate)
DFAT (bilateral program)	\$434.6m	\$502.1m
DFAT (regional/other)	\$32.1m	\$39.7m
DFAT sub-total	\$466.7m	\$541.3m
Australian Centre for International Agricultural Research (ACIAR)	\$4.4m	\$2.1m
Australian Federal Police	\$29.2m	\$31.2m
Department of Education	\$0.7m	\$0.7m
Department of Agriculture	\$0.1m	\$0.2m
Reserve Bank of Australia	\$0.1m	-
South Australian Government	-	\$0.1m
Australian Institute of Marine Science	\$0.3m	\$0.2m
Department of Finance	\$0.7m	\$0.9m
Tasmanian Government	\$0.1m	-
Other Government Department sub-total	\$35.7m	\$35.2m
Total	\$502.4m	\$577.1m

As Attorney-General's Department aid activities are paid for by DFAT, expenditure is included in DFAT's figures. For details on Department of Immigration and Border Protection's (DIBP's) ODA expenditure in PNG for 2013-14 and 2014-15, contact DIBP. Department of Defence does not provide ODA.

QUESTIONS ON NOTICE/IN WRITING

Question No 103

Program: EFIC

Topic: EFIC

Question in Writing

Senator Rhiannon

Question

1. In the Productivity Commission Inquiry Report on Australia's Export Credit Arrangements it is stated [page 303] "These provisions are problematic; because they are very broad, conceivably covering any transaction in the supply chain. They create the risk of EFIC supporting projects and firms that are increasingly remote from the original export focus of the EFIC Act ..."

- a. How has EFIC responded to this criticism?**
- b. Did you reject or agree with this criticism?**
- c. Have you reassessed your involvement with local projects in light of these criticisms?**

2. On page 304 of this report it is noted that EFIC has claimed to have received legal advice about section 23 of the EFIC Act:

- a. Is this legal advice publicly available? If not why not?**
- b. Would this legal advice be exempted under the special FOI provision that applies to EFIC? On what grounds?**

3. What is EFIC's response to the statement on page 305 "... the Commission has not found convincing evidence to indicate there are failures in financial markets that impede access to debt or equity finance for large firms, or for domestic resource projects and related infrastructure."

Answer

1. a.) and b.) Efic has ceased to support domestic resource related projects (and related infrastructure). Efic only provides support to Australian SME subcontractors to domestic export resource projects which are providing a good or service that is integral to the final export. This is consistent with the Australian Government's new Statement of Expectations (SoE) for Efic, dated 13 November

QUESTIONS ON NOTICE/IN WRITING

2014. To view the SoE, please see: <http://www.efic.gov.au/news-room/latest-news/2015/february/new-statement-of-expectations-for-efic/>

c.) In order for Efic to support a subcontractor in the supply chain, the goods or services that are provided must be integral to the performance of the final export. Efic has a formalised procedure in place to assess whether the relevant goods and services are integral to the final export. To view this procedure, please see: <http://www.efic.gov.au/client-solutions/subcontractor-in-a-global-supply-chain/subcontractor-criteria/>.

2. a.) This legal advice is not publicly available. Efic does not publish the legal advice it receives, as this advice is subject to legal professional privilege. The protection of privilege encourages the full disclosure of relevant information by our business partners to Efic's independent legal function and external counsel. This, in turn, promotes compliance with the law by enabling lawyers to give full and considered advice on Efic's legal obligations.

b.) This legal advice is also exempted under the provisions of the Freedom of Information Act 1982 (FOI Act) that apply to Efic. In addition to the exemption from disclosure relating to documents subject to legal professional privilege (sections 31A, 31B and 42 of the FOI Act), Efic's exemption pursuant to section 7(2) and Schedule 2, Part II, Division 1 of the FOI Act would also apply to this legal advice. This is because the legal advice is a document concerning an activity performed by Efic under Part 4 of the Export Finance and Insurance Corporation Act 1991 (Efic Act) – the provision of a loan by Efic under section 23 of the Efic Act. The Export Finance and Insurance Corporation, in relation to documents concerning anything done by it under Part 4 or 5 of the Export Finance and Insurance Corporation Act 1991, is deemed not to be a prescribed authority for the purposes of the FOI Act.

3. The Minister for Trade and Investment has recently updated Efic's mandate. Please see: <http://www.efic.gov.au/news-room/latest-news/2015/february/new-statement-of-expectations-for-efic/>.

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QUESTIONS ON NOTICE/IN WRITING

Question No 104

Program: DFAT

Topic: Kangaroo export data

Question in Writing

Senator Rhiannon

Question

1. I have previously been provided with an excel spreadsheet listing details of exports of all kangaroo products, including: by product, country, financial value and quantity/unit. May I please have that updated data, from 2012 until current?

2. May I please have the above details for the US state of California since 2010?

Note this question has also been lodged with Department of Environment

Answer

1. Export data for meat has been provided in the attached spreadsheet. Due to changes in the Australian export tariff effective 1 January 2012 it is no longer possible to individually identify exports of kangaroo hides and skins.
2. Australian exports are only available to the United States as a whole; they do not include the United States' state of destination. The United States import tariff has been checked as an alternative source for this data but it does not individually identify imports of kangaroo products.

Australia's Kangaroo Meat Exports

Partner Country	Unit Of Quantity	CY2012		CY2013		CY2014			January 2015	
		Quantity	A\$000	Quantity	A\$000	Quantity	A\$000		Quantity	A\$000
02089011 Meat and edible meat offal of kangaroo, fresh, chilled or frozen										
All countries	WEIGHT - kilogram	3,610,891	15,561	4,260,105	18,819	4,216,833	20,252		94,165	477
Belgium	WEIGHT - kilogram	366,579	2,359	469,256	3,185	1,153,700	6,841		38,427	241
Canada	WEIGHT - kilogram	49,794	128	32,008	214	82,739	330			
France	WEIGHT - kilogram	243,780	1,181	104,061	728	210,978	1,347			
Germany	WEIGHT - kilogram	783,390	3,510	844,561	4,391	1,009,903	4,993			
Hong Kong (SAR of China)	WEIGHT - kilogram	89,775	197	33,173	108	23,982	62			
Indonesia	WEIGHT - kilogram	41,000	103							
Italy	WEIGHT - kilogram	500	2							
Japan	WEIGHT - kilogram	15,063	98	20,152	86	15,148	97			
Netherlands	WEIGHT - kilogram	582,811	3,348	456,904	2,759	239,013	1,679			
New Caledonia	WEIGHT - kilogram	617	8	386	4					
New Zealand	WEIGHT - kilogram	38,176	106	38,440	107	47,141	107		1,000	4
Papua New Guinea	WEIGHT - kilogram	600,064	2,206	556,783	1,535	669,132	2,167		36,238	93
Republic of Korea	WEIGHT - kilogram	36,686	137	40,637	114	41,779	121			
Reunion	WEIGHT - kilogram			5,345	14					
Russian Federation	WEIGHT - kilogram			1,415,703	4,927	468,350	1,616			
Singapore	WEIGHT - kilogram	1,199	105							
Solomon Islands	WEIGHT - kilogram			1,000	3	1,000	3			
South Africa	WEIGHT - kilogram	686,329	1,625	159,126	239	161,697	246			
Switzerland	WEIGHT - kilogram	204	3							
Timor-Leste	WEIGHT - kilogram			120	2	200	2			
United Kingdom	WEIGHT - kilogram	25,771	175	27,271	155	12,231	78			
United States	WEIGHT - kilogram	49,153	272	31,378	198	65,868	496		18,500	139
Vietnam	WEIGHT - kilogram			23,801	50	13,972	67			

Source: DFAT STARS Database, based on ABS Cat No 5368.0, January 2015 data.

Australia's Kangaroo Meat Exports

Partner Country	Unit Of Quantity
02089011 Meat and edible meat offal of kangaroo, fresh, chilled or frozen	
All countries	WEIGHT - kilogram
Belgium	WEIGHT - kilogram
Canada	WEIGHT - kilogram
France	WEIGHT - kilogram
Germany	WEIGHT - kilogram
Hong Kong (SAR of China)	WEIGHT - kilogram
Indonesia	WEIGHT - kilogram
Italy	WEIGHT - kilogram
Japan	WEIGHT - kilogram
Netherlands	WEIGHT - kilogram
New Caledonia	WEIGHT - kilogram
New Zealand	WEIGHT - kilogram
Papua New Guinea	WEIGHT - kilogram
Republic of Korea	WEIGHT - kilogram
Reunion	WEIGHT - kilogram
Russian Federation	WEIGHT - kilogram
Singapore	WEIGHT - kilogram
Solomon Islands	WEIGHT - kilogram
South Africa	WEIGHT - kilogram
Switzerland	WEIGHT - kilogram
Timor-Leste	WEIGHT - kilogram
United Kingdom	WEIGHT - kilogram
United States	WEIGHT - kilogram
Vietnam	WEIGHT - kilogram

Source: DFAT STARS Database, based on ABS Cat No 5368.0, January 2015 data.

QUESTIONS ON NOTICE/IN WRITING

Question No 105

Program: DFAT

Topic: Manus Island

Question in Writing

Senator Rhiannon

Question

- 1. *How much money from the aid program/DFAT is being spent on Manus Island, and may I have the details of expenditure and programs?***
- 2. *Are there any Australian aid advisors stationed on Manus Island – how many and what is the budget attached?***
- 3. *Is the Red Cross paid for on Manus Island through the aid program or DIBP?***
- 4. *Have there been any reviews of the Australian aid program/aid funded projects on Manus Island? May I have details or copies of those reviews and findings?***

Answer

1. Details of the development assistance provided to Manus are regularly published on the Australian High Commission's website in a factsheet titled "Regional Processing Centre on Manus: economic and aid update" (available at: <http://www.png.embassy.gov.au/pmsb/mediamedia.html>).
2. One long term Australian adviser funded by the aid program is stationed on Manus Island. The budget is A\$276,005 for 12 months and covers salary, allowances, accommodation, airfares, insurance, and transport costs.
3. The Australian aid program and the Department of Immigration and Border Protection do not provide funding to the Red Cross for its operations on Manus Island.
4. Australian development assistance to Manus Island is delivered through a range of aid programs that operate throughout Papua New Guinea. These programs are subject to regular review. No separate review of Australian aid delivered on Manus Island has been undertaken to date.

QUESTIONS ON NOTICE/IN WRITING

Question No 106

Program: DFAT

Topic: China Australia Free Trade Agreement

Question in Writing

Senator Wong

Question

1. Documents

- a. With reference to the statement by the Prime Minister on 17 November 2014 announcing “the completion of negotiations for a China-Australia Free Trade Agreement” – why is the text of the agreement still secret.*
- b. Can a copy of the following documents be provided:*
 - i. The “Declaration of Intent to work towards signature of the Agreement” signed by the Governments of Australia and China at Parliament House on 17 November 2014.*
 - ii. Memorandum of Understanding relating to Investment Facilitation Agreements*
 - iii. All other agreements or memoranda of understanding associated with ChAFTA*
 - iv. The draft text of ChAFTA*

2. Status

- a. What is the status of the China-Australia Free Trade Agreement.*
 - i. How many meetings between Australian and Chinese officials relating to this agreement have been held since the announced conclusion of negotiations. Please provide details of dates, locations, attendees, outcomes and costs.*
 - ii. When and where will the agreement be signed.*

3. Economic Modelling

- a. With reference to Supplementary Budget Estimates question no. 101 (8) relating to whether ChAFTA will be assessed by economic modelling or other measures:*

QUESTIONS ON NOTICE/IN WRITING

- i. Has the Government commissioned any modelling or other assessment measure. If so, can details, including the outcome of the modelling assessment be provided.*
 - ii. Has the Government decided not to commission modelling or related study/measure. If so, why.*
 - b. Has the Government had regard to the recommendations of the Productivity Commission related to economic modelling both before, during and after negotiations on FTAs. If so, how. If not, why not.*
- 4. Safety Standards, Sanitary and Phytosanitary measures**
- a. Does ChAFTA contain any obligations or commitments relating to health and safety of imported Chinese goods. If so, what are they, and what sanctions or other remedies are available to Australia for breach of these obligations or commitments.*
 - b. Does the ISDS provision in ChAFTA permit a foreign company to take action against Australia for imposing laws or regulations relating to food and product safety.*
 - c. Are provisions in ChAFTA related to Chinese food imports and Australian food exports the same. If not, what are the differences.*
- 5. Investment**
- a. With reference to the introduction of a lower cumulative foreign investment review threshold for investment in agricultural land and a proposed lower threshold for agribusiness:
 - i. Why are thresholds lower for Chinese investors than United States investors.**
- 6. ISDS**
- a. Were ISDS provisions included in ChAFTA at the request of Australia or China.*
 - b. Please outline the ISDS provisions, including so-called safeguards and carve outs.*
 - c. How do the ISDS provisions in ChAFTA compare to ISDS provisions in the Korea Australia Free Trade Agreement. If they are different, what is the difference and why.*
- 7. Labour market testing**
- a. With reference to the answer to Supplementary Budget Estimates questions no. 67 and no.101(26) relating to the Prime Minister's public statements on labour market testing:*

QUESTIONS ON NOTICE/IN WRITING

- i. Has the Government retained labour market testing for Chinese workers or provided exemptions to testing in ChAFTA. If exemptions have been provided, please provide details.*
 - b. Can a comparison of labour market testing obligations relating to contractual services suppliers be provided for each of Australia's trade agreements.*
- 8. Movement of Natural Persons**
 - a. What categories of persons will be provided with (a) access to Australia and (b) access to China. Can a definition of each category of persons be provided. If there are differences in the treatment of Chinese citizens seeking to enter Australia and Australian citizens seeking to enter China, can the differences be identified and explained.*
 - b. How do the categories of persons provided with access to Australia relate to the 457 skills occupation list. Will Chinese "contractual service providers" and "installers" also need to be providers or installers of listed occupations. If not, why not.*
 - c. What specific categories of Chinese workers qualify as "installers and servicers" under ChAFTA and qualify for stays up to 3 months. What type of work would these workers perform that cannot be performed by Australian installers and servicers.*
 - d. What specific categories of Australian workers qualify as "installers and maintainers" for the purposes of ChAFTA. How many Australians are likely to benefit from employment or related opportunities in China.*
 - e. Has Australia and/or China made any commitments under WTO/GATTs relating to the category "installers and servicers". If so, please outline those commitments.*
 - f. How will the number and impact of the movement of natural persons be tracked, reported and assessed.*
- 9. Labour provisions – consultation**
 - a. Can consultation with (a) business representatives and (b) labour representatives related to movement of natural persons provisions and other labour issues in ChAFTA be outlined, including the dates of these consultations.*
 - b. Which (a) business representatives and (b) labour representatives have been provided with access to sections of draft or final parts of ChAFTA. In each case, when were draft or final texts provided.*
- 10. Intellectual Property**

QUESTIONS ON NOTICE/IN WRITING

- a. What Intellectual Property provisions are included in ChAFTA.
 - i. Can provisions related to national treatment, enforcement, border measures, geographical indications and cooperation be outlined.**
- b. Do any of the Intellectual Property provisions require Australian laws to be amended. If so, which laws, and what amendments will be proposed.*
- c. Has the Government assessed the economic impact of the Intellectual Property provisions in ChAFTA. If so, what is the impact.*
- 11. Auto and Manufacturing**
 - a. Are there provisions in ChAFTA that will affect Australia's auto, auto component, and manufacturing sectors. If so, which provisions, and how will these industries be affected.*
- 12. Competition Policy**
 - a. What are the new rules relating to competition policy under ChAFTA.*
 - b. Noting the departmental fact sheet that states "Australian and Chinese Competition authorities" will promote cooperation "through the exchange of information, consultation and the notification and coordination of enforcement activities" – can the nature of the proposed cooperation, including the specific types of information proposed to be shared, be outlined.*
- 13. Government Procurement**
 - a. Can the department confirm that ChAFTA contains a commitment to negotiate a reciprocal agreement on government procurement after the completion of China's negotiations to join the WTO Government Procurement Agreement. If so,
 - i. When is this anticipated to occur.*
 - ii. What will be the nature and form of the "reciprocal agreement".**
- 14. Given that the Chinese government is the largest consumer in China of Australian goods and services, what assessment has been made of the impact of a reciprocal agreement.**
- 15. Three Year Review**
 - a. Can the three year review mechanism in ChAFTA be outlined.*
 - b. Are there any other review mechanisms.*

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16. *Most Favoured Nations (MFN)*

- a. Can the MFN provisions in ChAFTA be outlined.***
- b. How would ChAFTA, including any MFN provision, relate to a concluded Trans-Pacific Partnership to which Australia was a party.***

17. *Behind the Border Barriers*

- a. What are the key non-tariff barriers experienced by Australian business seeking to export goods and services to China.***
- b. How does ChAFTA address these barriers to trade.***

18. *Impact*

- a. What impact will the implementation of ChAFTA have on Australian GDP and jobs over the next (a) 5, (b) 10 and (c) 15 years.***
- b. What is the likely diversionary impact of ChAFTA on other export markets over the next (a) 5 (b) 10 and (c) 15 years.***

Answer

1. Documents

a. The text of the China-Australia Free Trade Agreement (ChAFTA) is currently undergoing a legal scrub, translation into Chinese and verification. The text of the agreement will be released publicly upon signature, in accordance with usual practice.

b. i. Yes. A copy of the Declaration of Intent is set out below.

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U/Ch/286

Declaration of Intent by

**the Government of Australia and the Government of the People's Republic of China
on the Conclusion of Negotiations of the China-Australia Free Trade Agreement**

Canberra, Australia, 17 November 2014

The Government of Australia and the Government of the People's Republic of China have completed negotiations on the *China-Australia Free Trade Agreement* ("the Agreement").

Australia and China intend to conduct respective legal reviews of the concluded text with a view to ensuring its clarity and accuracy, and consistency between the English and Chinese versions.

Australia and China intend this process to result in a text, in English and Chinese, for consideration and approval by both countries consistent with their respective domestic processes, thereby enabling the signing and subsequent entry into force of the agreement.



FOR THE GOVERNMENT OF
AUSTRALIA

FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA

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b. ii. See Question on Notice No.68.

b. iii. No. See Q1a above and Question on Notice No.68.

b. iv. No. See Q1a above.

2. Status

a. The text of ChAFTA is currently undergoing a legal scrub, translation into Chinese and verification, all of which must occur prior to signature.

a. i. See Question on Notice No.64.

a. ii. This is still to be determined.

3. Modelling

a. Response to Question 86 refers.

b. Whether and how the Productivity Commission's recommendations have been considered is for the Government.

4. Safety standards, sanitary and phytosanitary measures

a. ChAFTA and Australia's other free trade agreements in themselves do not deal with product-by-product sanitary and phytosanitary (SPS) procedures, standards or import protocols. Quarantine market access is rightly a science based process, separate from FTA negotiations. Australia will not negotiate away our risk assessment processes – neither will others.

Product specific technical market access discussions are led by the Department of Agriculture, separate to FTA negotiations. However, the Sanitary and Phytosanitary Chapter of ChAFTA does establish a sub-committee and identifies a range of information sharing and possible cooperative activities to support smoother cooperation on SPS issues including

- . cooperating on work in relevant international bodies and regional organisations;
- . strengthening technical cooperation and communication on import risk analysis principles and processes so as to avoid undue delay;
- . conducting possible joint research projects on diseases and pest prevention, surveillance and control strategies and on other scientific issues, including in the area of food safety.

b. The ChAFTA ISDS provision includes safeguards covering Government measures relating to public health, safety and the environment, which would

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include safety standards and SPS measures, thus not impairing the scope for Australia to regulate in this area.

c. Please refer to the response to part (a) above.

5. Investment

The lower investment screening thresholds in ChAFTA (and KAFTA and JAEPA) relating to agricultural land and agribusiness reflect the Government's policy position announced in 2013. This policy did not apply at the time when earlier FTAs, including AUSFTA, were negotiated.

6. ISDS

a. The inclusion of an Investor-State Dispute Settlement (ISDS) mechanism in ChAFTA was agreed by both parties.

b. ChAFTA includes a modern, balanced ISDS mechanism, with appropriate safeguards. This will benefit Australia and help to promote investor confidence. It will allow Australians to invest in China with greater certainty. Australian investors in China will be able to use the ISDS mechanism to protect their investments against discriminatory treatment.

The ISDS mechanism includes a number of safeguards, including

- . exceptions covering public welfare and policy areas such as health, safety and the environment;
- . limiting ISDS claims to a breach of an obligation in the investment chapter (a claim cannot be based on a breach of commitments in other areas of the FTA, such as the intellectual property chapter); and
- . limiting ISDS claims to disputes related to existing investments.

ISDS does not apply to the screening of investments under Australia's Foreign Investment Policy. In order to succeed in an ISDS claim, a Chinese investor would need to demonstrate that Australia had breached an investment obligation in ChAFTA. A claim would only succeed if none of the relevant carve-outs and safeguards included in the agreement to protect legitimate regulation were found to apply.

c. The ISDS mechanisms in ChAFTA and KAFTA differ in two key ways:

- (i) the scope of application; and
- (ii) the precise means of safeguarding key Australian policy interests from successful ISDS challenge.

Scope

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The KAFTA ISDS mechanism applies to obligations in the KAFTA investment chapter, which is comprehensive in its coverage. It covers investment in all sectors, including the services sector and includes provisions relating to market access and to investment protections (such as disciplines on expropriation).

The scope of application of the ChAFTA ISDS mechanism is narrower because the ChAFTA Investment Chapter is not comprehensive. It is a short-form chapter that includes only limited obligations to apply on entry into force of ChAFTA, together with a commitment to commence negotiations for further investment protections and increased market access at a future time. Only those obligations included in the ChAFTA investment chapter can be the subject of an ISDS claim.

Safeguards

The ISDS mechanisms in both KAFTA and ChAFTA include safeguards covering public welfare and policy areas such as public health, safety and the environment. However, the precise form that some of these safeguards take differs between the ChAFTA and KAFTA texts. This reflects the differing interests and requirements of the parties to each negotiation.

7. Labour market testing

a. i. Under ChAFTA, Australia has made a commitment to exempt intra-corporate transferees, independent executives, contractual services suppliers, installers and servicers and business visitors from China from labour market testing.

b. See response to Question 67.

8. Movement of natural persons

a. Australia will provide guaranteed access to Chinese citizens for the following categories:

- . Intra-corporate transferees and independent executives for up to four years (including executives, managers and specialists);
- . Contractual service suppliers for up to four years;
- . Installers and servicers for up to 3 months; and
- . Business visitors for up to 90 days, or 6 months for business visitors who are service sellers.

In addition, Australia made a further commitment, under the definition of contractual service suppliers, to allow temporary entry for a combined total of up to 1,800 Chinese Chefs, Martial Arts Coaches, Mandarin language teachers and Traditional Chinese Medicine practitioners. This is a combined total subject to demand for such jobs in Australia in accordance with Australia's sponsor-driven 457 visa system. These workers already have access under Australia's 457 visa system.

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Australia will also provide entry and stay for dependants and spouses of Chinese citizens that have been granted entry, in accordance with the FTA, for a period of longer than one year.

China will provide guaranteed access to Australian citizens and permanent residents for the following categories:

- . Intra-corporate transferees for up to three years (including executives, managers and specialists);
- . Contractual service suppliers, in certain sectors (10 sectors: Medical and dental services; Architectural services; Engineering services; Urban planning services (except general urban planning); Integrated engineering services; Computer and related services; Construction and Related Engineering Services; Education Services; Tourism Services; and Accounting services), for one year, or longer if stipulated under the relevant contract;
- . Installers and maintainers for up to 180 days; and
- . Business visitors for up to 180 days.

For the first time in any FTA, China will guarantee equivalent entry and stay for dependants and spouses of Australians granted entry as intra-corporate transferees or contractual service suppliers for longer than 12 months.

For the definitions of these categories, refer to the Answer to Question on Notice 65.

The different definitions reflect the practices of each country in relation to trade commitments and current arrangements in this area. Under current arrangements, Australia has a more open system than China.

b. Australia's commitments on Business Visitors are encompassed through the existing operation of the subclass 600 visa and do not provide any new access beyond current arrangements.

Australia's commitments on intra-corporate transferees, independent executives and contractual service suppliers are currently operationalised through the subclass 457 visa programme.

All occupations on the Consolidated Skills Occupation List (CSOL) are eligible to apply for 457 visas. The CSOL sets out the occupations in which skilled workers must be employed, or experienced in, to be eligible to apply for a subclass 457 visa. It also lists the authority responsible for skills assessment or licensing for the relevant occupation. There are currently 651 occupations listed on the CSOL (see Annex 1).

Chinese contractual service suppliers currently have access to apply for 457 visas for all the occupations on the CSOL, subject to meeting the requirements of the 457 visa program. This will continue to be the case following the entry into force of ChAFTA.

Australia's commitments on Installers and Servicicers will be operationalised through the subclass 400 visa which does not rely on the CSOL.

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c. Australia defines an installer and servicer as: a natural person who is an installer or servicer of machinery and/or equipment, where such installation and/or servicing by the supplying company is a condition of purchase of the said machinery or equipment.

An installer or servicer must abide by Australian workplace standards and conditions and cannot perform services which are not related to the service activity which is the subject of the contract.

d. China defines an installer and maintainer as: a natural person who is an installer or maintainer of machinery and/or equipment, where such installation and/or maintenance service by the supplying company is a condition of purchase of the said machinery or equipment.

- . An installer or maintainer cannot perform services which are not related to the service activity which is the subject of the contract.
- . China will bind access for Australian Installers and Maintainers for the duration of the contract, not exceeding 180 days.

We cannot forecast how many Australians will benefit from employment or related opportunities in China under this provision, as the utilisation will depend on market conditions and sales of machinery and/or equipment.

e. No.

f. Information regarding the issue of temporary entry visas into Australia is the responsibility of the Department of Immigration and Border Protection.

QUESTIONS ON NOTICE/IN WRITING

Annex I

CSOL and ANZSCO

Consolidated Sponsored Occupation List

The Consolidated Sponsored Occupation List (CSOL) is applicable to skilled temporary and permanent migrants who have been sponsored by an Australian employer or who have been nominated by a state or territory. It sets out the occupations in which skilled workers must be employed, or experienced in, to be eligible to apply for a Temporary Work (Skilled) visa (subclass 457) or a Training and Research Visa (Subclass 402).

The CSOL is intended to provide employers with flexibility in relation to skilled positions which they are unable to fill using the domestic labour market. It is not based upon labour market data, as employers in certain locations or industries may face difficulty in filling positions, irrespective of factors such as unemployment rates. This is especially true of regional Australia.

The CSOL therefore includes all occupations on the Australian and New Zealand Standard Classification of Occupations (ANZSCO) with skill levels 1 to 3, unless a particular occupation is associated with migration integrity concerns.

There are currently 651 occupations on the CSOL. The CSOL is reviewed annually to ensure it is consistent with the classifications within ANZSCO, or where new integrity concerns have been raised in regard to an occupation.

Australia and New Zealand Standard Classification of Occupations

The ANZSCO is a statistical classification system that provides for the standardised collection and analysis of data about occupations. The ANZSCO provides:

- . a description of each occupation,
- . the tasks, duties and specialisations normally undertaken in a certain occupation,
- . the relevant skill level on a scale of 1-5 (1 being the highest skilled and 5 the lowest skilled), and
- . the level of qualification and/or experience needed to work in that occupation.

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9. Labour provisions – consultation

a. Since 2004, DFAT has received more than 260 submissions and engaged with more than 700 stakeholders in Australia and in China. Formal submissions from stakeholders are available on the DFAT website. It would not be feasible to list the details of these consultations.

b. ChAFTA text remains confidential until the Agreement has been signed by both parties. No business or labour representatives have been given access to any section of the text, whether in draft or final form.

10. Intellectual property

a. ChAFTA includes a chapter on intellectual property that reaffirms the Parties' existing international obligations and includes provisions on various issues including national treatment, enforcement, border measures, geographical indications and cooperation.

a. i. The text of the agreement will be released publicly upon signature, in accordance with usual practice.

b. No.

c. No economic analysis was undertaken.

11. Auto and manufacturing

China is a major export market for Australian manufactured products, with exports worth \$4.6 billion in 2013-14. ChAFTA creates new opportunities for Australian manufacturers, including those seeking to supply goods to China's rapidly expanding middle class. For example, China's elimination of the 10 per cent tariff on car engines will occur within four years. China is an important market for Australian car engines, with exports worth over \$100 million. A small number of products which are highly sensitive to China's economy are excluded from tariff concessions.

Australian import tariffs on Chinese goods will be eliminated under ChAFTA. To allow Australian businesses time to adjust, tariffs on some of Australia's most import sensitive products will be phased out over periods of up to four years. These include products in the following sectors: automotive, steel, aluminium, copper, plastics, paper and paper-related products, chemicals, processed food (canned fruits and peanuts), carpets, textiles, clothing and footwear.

Australian manufacturing businesses that use goods and materials produced in China will enjoy lower input costs as tariffs are eliminated or phased down, while industries that compete with products produced in China will face additional competitive pressure.

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ChAFTA reaffirms that Australian producers will continue to have full access to trade remedies available under the WTO including anti-dumping and countervailing measures. In addition, ChAFTA includes a temporary bilateral safeguard measure which may be applied if either an Australian or Chinese domestic industry faces “serious injury” due to a surge in imports following a reduction in tariffs under the Agreement.

ChAFTA improves the transparency of Non-Tariff Measures (NTMs) and ensures such measures do not create unnecessary obstacles to trade. A specific mechanism to review and address NTMs on any good on a case-by-case basis will be established under the Trade in Goods Chapter of ChAFTA.

12. Competition policy

a. There are no new rules relating to competition policy under ChAFTA.

The competition provisions in ChAFTA relate only to cooperation between Australian and Chinese competition authorities. The relevant competition authorities are:

Australia: Australian Competition and Consumer Commission (ACCC)

China: Anti-monopoly Law Bureau, Ministry of Commerce (MoFCOM); National Development and Reform Commission (NDRC); and State Administration for Industry and Commerce (SAIC).

b. The competition authorities of the Parties already cooperate through the exchange of information, consultation and the notification and coordination of enforcement activities.

The competition provisions in ChAFTA reaffirm the on-going cooperation through existing mechanisms and possible development of new mechanisms for cooperation between the competition authorities. This cooperation is in accordance with each Party’s respective laws, regulations and procedures.

13. Government procurement

a. Yes

a. i. China has been negotiating its accession to the WTO Government Procurement Agreement (GPA) since December 2007. In December 2014, China submitted its 5th Revised Offer which included significant progress, including improvements in coverage of its sub-central entities. While there are still challenges to reaching agreement with the current GPA membership, we understand that China could conclude its accession negotiations as early as 2016.

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a. ii. A reciprocal agreement may include a future expansion of the ChAFTA text or a separate agreement. Our goal would be to ensure that Australian firms are on an equal footing with their international competitors.

14. Government procurement (continued)

China's total procurement market is estimated at \$1.5 trillion. There is strong interest from Australian industry groups in ensuring that Australia is able to engage effectively in the Chinese government procurement market. Conclusion of its GPA accession negotiation will represent the first significant opening of China's government procurement market. A bilateral agreement on government procurement may allow Australia to achieve GPA+ outcomes.

15. Three year review

a. Within three years of entry into force, Australia and China will undertake a general review of the Agreement. This will include consideration of deepening trade liberalisation and further expanding market access.

b. ChAFTA sets out an extensive forward agenda of cooperative work on trade and investment between Australia and China and establishes institutions that will guide this work and oversee implementation of the Agreement.

From entry into force, the two countries will work together to identify opportunities to further expand bilateral trade in goods, trade in services, and investment. Within two years of entry into force Australia and China will review the trade in services between them with a view to progressively liberalising such trade. ChAFTA improves the transparency of NTMs and establishes processes with a view to ensuring such measures do not create unnecessary obstacles to trade. A specific mechanism to review and address NTMs on a case-by-case basis will be established and will be activated at the request of either Australia or China. There is also a requirement to provide a joint report on NTMs, including recommendations, after one year.

The forward work program on investment in ChAFTA is comprehensive. Within three years of EIF Australia and China will review the legal framework of the bilateral investment relationship and, on this basis, negotiate enhancements, including options for strengthening the ChAFTA investment regime and additional commitments by China.

ChAFTA also provides for the possibility of further negotiations and cooperation on government procurement and competition issues.

Under ChAFTA, a Joint Commission (JC) will meet annually to oversee implementation and manage differences should they arise. The JC will seek opportunities to further expand bilateral trade and investment.

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To take forward work in specific areas ChAFTA establishes **committees** on:

- Trade in Goods;
- Trade in Services;
- Investment;
- Sanitary and Phytosanitary Measures;
- Technical Barriers to Trade; and
- Intellectual Property.

The built-in agenda and associated institutional arrangements are vital features of the Agreement. They ensure ChAFTA will keep pace with changing economic circumstances in both countries and generate opportunities for Australian businesses long into the future.

16. Most Favoured Nation

a. MFN provisions are included in ChAFTA's investment and services chapters.

On investment, Australia and China have agreed to provide MFN treatment to investors from the other Party. This ensures that any future market access liberalisation that China provides to another investment partner (such as the US, which is currently negotiating a Bilateral Investment Treaty with China) will also be extended to Australia. Similarly, any future market access liberalisation that Australia extends outside of its existing FTAs would be extended to investors of China.

On services, China has provided automatic most-favoured nation treatment (MFN) in a limited number of services sectors including environmental services, construction and engineering services, services incidental to forestry, computer services, tourism and travel related services, scientific and technical consulting services, education and financial services (securities). China's MFN commitments ensure that in these sectors, any future market access improvements or new market access that China provides to another trade partner will automatically be extended to Australia. Although not all sectors are covered by these commitments, they represent China's best ever MFN services commitments in an FTA, including commitments in education and securities for the first time. Overall, China's commitments protect Australia's competitive position into the future in key sectors of commercial interest.

b. Where Australia has MFN commitments under ChAFTA then, in relevant sectors, Australia would be required to pass on any improved treatment to China that it provides to other trade partners under any future trade agreements. Where relevant, this would include improved treatment provided to TPP participants.

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17. Behind the border barriers

Free trade agreements are not a panacea for every barrier to trade. On goods their primary purpose is to remove or reduce tariff barriers but FTAs also usually include a range of mechanisms to address non-tariff barriers.

There are a range of non-tariff barriers facing Australian exports. It is difficult to prioritise non-tariff barriers because individual exporters face varying barriers depending on their product, interests and awareness of the Chinese market. Typical non-tariff barriers for goods include quarantine restrictions, documentation requirements, product standards and export subsidies. Not all barriers are illegitimate. For example, Australia and other countries have legitimate food safety standards, which are not up for negotiation in our FTAs.

Free trade agreements in themselves do not deal with product-by-product quarantine or standards issues. Quarantine market access is rightly a science-based process separate from FTA negotiations. Australia will not negotiate away our risk assessment processes – neither will others.

Nonetheless FTAs including ChAFTA do create mechanisms to help address non-tariff barriers. As part of ChAFTA negotiations DFAT consulted industry and other portfolios closely on the range of issues they face exporting to China, noting that some barriers were beyond ChAFTA's scope and are being dealt with separately outside of the FTA (such as quarantine issues).

ChAFTA Provisions Addressing Non-Tariff Measures

The Trade in Goods Chapter includes a specific mechanism to review and address Non-Tariff Measures on a case-by-case basis.

The Committee on Trade in Goods is tasked with ongoing work to address non-tariff measures, including to prepare a report with recommendations on Non-Tariff Measures within one year of entry into force.

The Trade in Goods Chapter also bans the use of export subsidies between China and Australia.

As noted in the response to question 4, the Sanitary and Phytosanitary (SPS) Chapter establishes a sub-committee and identifies a range of information sharing and possible cooperative activities to support smoother cooperation on SPS.

The Technical Barriers to Trade Chapter encourages cooperation towards recognising reciprocal technical standards (as appropriate) and establishes a sub-committee to promote information exchange and cooperation.

The Customs and Trade Facilitation Chapter also includes a range of trade facilitative clauses including:

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- review and appeal mechanism for customs decisions;
- greater certainty on customs decisions through the ability to seek “advance rulings” on good classification and treatment (including in regard to rules of origin);
- transparency provisions including provision of trade related information on the internet; and
- undertakings to expedite customs clearance for perishable goods.

18. Impact

- a. Refer response 3a.
- b. Refer response 3a.

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QUESTIONS ON NOTICE/IN WRITING

Question No 107

Program: DFAT

Topic: KAFTA

Question in Writing

Senator Wong

Question

Can a copy be provided of the available English translations of parts of the economic impact assessment of KAFTA tabled in the Korean National Assembly.

Answer

Refer response to QoN 71.

QUESTIONS ON NOTICE/IN WRITING

Question No 108

Program: DFAT

Topic: Japan-Australia Economic Partnership Agreement (JAEPA)

Question in Writing

Senator Wong

Question

- 1. How will the economic impact of JAEPA be monitored over the coming years, including for goods, services and movement of people.***
- 2. When is the first review under JAEPA. What will it relate to.***
- 3. Do the inclusion of ISDS provisions in the proposed China-Australia Free Trade Agreement have any implications for JAEPA. If so, please outline the implications.***

Answer

1. The operation and impact of the Japan-Australia Economic Partnership Agreement (JAEPA) will be monitored through DFAT's ongoing responsibilities for trade, including reporting by diplomatic and consular posts, analyses prepared by other government agencies, international organisations and academic institutions, as well as foreign and domestic media reporting.

2. The built-in agenda of JAEPA provides an opportunity to negotiate expanded market access on key agricultural products in five years, or if there is a significant change to the competitiveness in the Japanese market of such Australian-originating products as a result of Japan offering better access to a third party through another international agreement.

JAEPA also provides for a general review of its implementation and operation in the sixth year following entry into force or as otherwise agreed.

Additionally, a Joint Committee will review and monitor the implementation and operation of the Agreement. The Joint Committee first met on entry into force of JAEPA on 15 January 2015 and will meet once a year unless the Parties agree otherwise. The date of the next Joint Committee meeting has not yet been set.

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3. JAEPA includes a review clause which provides for future consideration of an ISDS mechanism five years after entry into force of JAEPA or if Australia enters into another international agreement that includes an ISDS mechanism after the entry into force of JAEPA. Under this second trigger, the Parties are obliged to conduct a review of the investment chapter with a view to establishing an “equivalent” ISDS mechanism under JAEPA. ChAFTA includes an ISDS mechanism and will trigger this obligation once it enters into force.

QUESTIONS ON NOTICE/IN WRITING

Question No 109

Program: DFAT

Topic: Australia-India Comprehensive Economic Cooperation Agreement

Question in Writing

Senator Wong

Question

- 1. *What is the proposed timeframe for the conclusion of negotiations on an Australia-India Comprehensive Economic Cooperation Agreement.***
- 2. *In relation to the 6th Round of negotiations held in New Delhi on 18-19 December 2014:***
 - a. *Who attended.***
 - b. *What chapters were negotiated. Were any closed.***
 - c. *What were the key outcomes.***
 - d. *What related costs were incurred.***
- 3. *When and where are the next formal and informal meetings planned for 2015.***
- 4. *What are the sensitive negotiation topics or sectors for (a) Australia and (b) India.***

Answer

1. Both governments are pursuing negotiations for a comprehensive Australia-India trade and investment agreement. Prime Minister Abbott and Indian Prime Minister Modi jointly directed in November 2014 “that an equitable, balanced, mutually beneficial and high quality Comprehensive Economic Cooperation Agreement be brought to an early conclusion to realise the potential of commercial relations”.

2. A negotiating round took place in New Delhi on 18-19 December 2014.

a. DFAT’s lead negotiator led an inter-agency negotiating team which included the Departments of Agriculture, Industry and Immigration.

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- b. The sixth round focused on goods market access, services and investment, rules of origin, customs procedures and technical barriers to trade. There were no chapters concluded.
 - c. Both sides reengaged on the substance of negotiations, given the last round of meetings had been held in May 2013. Forward work plans were developed across negotiating areas with agreement for intersessional exchanges of proposals, including requests and offers.
 - d. The approximate cost for DFAT was \$85,000.
3. The seventh round of negotiations took place 15-17 April in Australia, with the timing of subsequent meetings not yet confirmed.
4. Key areas of interest and sensitivity include labour mobility, investment and FIRB thresholds. Goods market access including agriculture, resources and manufacturing are of interest to both. Agriculture is sensitive for India.

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Question No 110

Program: DFAT

Topic: Indonesia-Australia Comprehensive Economic Partnership Agreement

Question in Writing

Senator Wong

Question

- 1. *Were the November 2014 talks in Jakarta relating to this agreement the formal 3rd round of negotiations. If not what were the status of these talks.***
 - a. Who attended these talks.***
 - b. What were the key outcomes.***
 - c. What related costs were incurred.***
- 2. *When and where are future meetings planned in relation to these negotiations.***
- 3. *What are the anticipated key sensitive topics or sectors that will impact on these negotiations.***
- 4. *What is timeframe for conclusion of negotiations.***
- 5. *Has Australia been advised that Indonesia intends to terminate investment agreements containing Investor State Dispute Settlement (ISDS) provisions. If so, when and how was Australia advised. Would the termination of agreements containing ISDS provisions have any impact on Australian agreements with Indonesia, including the 1993 agreement concerning the promotion and protection of investments.***

Answer

1. The November 2014 talks were not the formal 3rd round of negotiations. The talks were held between a small group of officials to discuss progress of the proposed IA-CEPA economic cooperation activity: the Skills Development Exchange Pilot Project.

a. The meeting was attended by officials from the Department of Foreign Affairs and Trade and from the Australian Embassy in Jakarta. For Indonesia, the meeting was attended by officials from the Ministry of Trade, the National Planning and Development Agency (BAPPENAS), the Ministry of Manpower, the Directorate

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General of Immigration, the Ministry of Tourism and the Ministry of Education and Culture.

b. The meeting saw a number of differences on the draft text of the Skills Development Exchange Pilot Project Memorandum of Understanding settled. However there are still unresolved issues.

c. The costs were approximately \$12,000.

2. Future meetings and related details are subject to agreement by Australia and Indonesia.

3. IA-CEPA negotiations are at a very early stage and key sensitive topics or sectors have not yet been identified.

4. Neither Australia nor Indonesia have set a timeframe for the conclusion of negotiations.

5. The Indonesian Government has not provided Australia with advice that it intends to terminate investment agreements containing ISDS provisions.

Both the 1993 Australia-Indonesia Investment Promotion and Protection Agreement (IPPA) and the ASEAN-Australia-New Zealand Free Trade Agreement (AANZFTA) contain ISDS provisions.

Regarding the IPPA, the earliest Indonesia could terminate the agreement unilaterally is 29 July 2023. Should Indonesia exercise its right to terminate the IPPA, the agreement would continue to be effective for 15 years after the date of termination with respect to Australian investments made before the termination date.

Regarding AANZFTA, should Indonesia exercise its right to withdraw from the agreement, it would be required to give six months advance notice in writing.

These agreements exist independently of each other. If Indonesia terminates either agreement unilaterally, the other would remain in force.

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QUESTIONS ON NOTICE/IN WRITING

Question No 111

Program: DFAT

Topic: Australian Gulf Cooperation on Council Free Trade Agreement negotiations

Question on Notice

Senator Wong

Question

- 1. What is the status of the negotiations on this agreement.***
- 2. What costs have been incurred in relation to negotiations since 18 September 2014.***

Answer

1. Negotiations have been suspended since 2009. Whilst the GCC has indicated it will resume negotiations with Australia, they have not indicated when that might occur.
2. None, as negotiations have yet to be resumed.

QUESTIONS ON NOTICE/IN WRITING

Question No 112

Program: DFAT

Topic: 384

Question in Writing

Senator Wong

Question

- 1. *With reference to Supplementary Budget Estimates question no. 106 (1), which TPP chapters are now concluded and which are still subject to negotiation.***
- 2. *Will the TPP include enforceable labour and environmental standards. If so:***
 - a. What are the standards.***
 - b. How will compliance be monitored.***
 - c. What enforcement mechanisms are being considered.***
- 3. *Are currency manipulation provisions being negotiated in the TPP. If so:***
 - a. What is Australia's attitude to the inclusion of these provisions.***
 - b. What would be the impact of these provisions on Australia.***
 - c. Are currency manipulation provisions included in any other trade or investment agreements to which Australia is a party.***
- 4. *How will State-Owned Entities be treated in the TPP.***
- 5. *With reference to the statement in the department's TPP overview document that "Australia is seeking strong investment protections in the TPP":***
 - a. Is the Abbott Government seeking the inclusion of ISDS provisions in the TPP. If not, what other "strong investment protections" is Australia seeking.***
 - b. Would the inclusion of ISDS provisions in the TPP have any impact on Australia's obligations in relation to other trade and investment agreements.***

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6. *With reference to the statement in the department's TPP overview document that: "Australia is seeking commitments to enable short-term business visitors, intra-corporate transferees, certain independent executives and contractual service suppliers to enter and stay temporarily in TPP Parties":*
 - a. *Can "certain independent executives" and "contractual service suppliers" be defined.*
 - b. *Will Australia reserve policy space for labour market testing.*
7. *In relation to Government Procurement, is the Government seeking to reserve policy space for local and Indigenous content as well as exemptions for security and sensitive national interest projects?*
8. *Will Australia enter into an agreement that adversely affects the Pharmaceutical Benefits Scheme in any way.*
9. *With reference to the statement in the department's TPP overview document that: "there are still a number of difficult issues to resolve, including pharmaceutical IP":*
 - a. *What are the difficult issues.*
10. *With reference to the statement in the department's TPP overview document that: "Once the TPP has entered into force it will co-exist with existing free trade agreements":*
 - a. *How will the TPP and existing FTAs "co-exist".*
 - b. *Which agreement will apply in the case of any inconsistency.*
11. *With reference to the answer to Supplementary Budget Estimates question no. 106(9) which provides that costs for TPP negotiations for the FY2014-2015 to 31 December 2014 were \$743,159.65:*
 - a. *What are the current costs for FY2014-2015.*
 - b. *Can a breakdown of costs be provided.*
12. *Has the Government commissioned any modelling in relation to the TPP. If so, who has been commissioned, what is the cost, and what is the outcome of modelling work to date.*
13. *Will the TPP affect in any way current and future domestic regulatory requirements related to the storage of data, including personal health and financial data.*
14. *Will TPP provisions related to unrestricted data flows require the amendment of, or exemptions to, Australian privacy laws or any other laws, or will they restrict any future amendments.*

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15. *How will TPP provisions related to the free flow of information interact with the Government's proposed Telecommunications Sector Security Reform (TSSR) laws to establish more direct and stringent domestic network supervision.*

Answer

1. The response provided to Supplementary Budget Estimates Question 106(1) of October 2014 remains current. Negotiations on the following chapters have concluded:

- Competitiveness and Business Facilitation
- Cooperation and Capacity Building
- Cross Border Trade in Services
- Customs
- Development
- Regulatory Coherence
- Small and Medium-Sized Enterprises
- Telecommunications
- Temporary Entry

2. Yes

2a. The commitments in the TPP Labour Chapter would be based on internationally recognised labour rights. The TPP Environment Chapter will address environmental protection and conservation efforts, including through commitments that support work in other international fora.

2b. Compliance will be monitored through a range of mechanisms, including through cooperative activities, public submissions, dialogue and consultations.

2c. The TPP will contain a state-to-state dispute settlement mechanism for Parties to resolve disputes in a timely, fair and independent manner.

3. No.

4. The state-owned enterprises (SOEs) disciplines in the TPP are aimed at creating a level playing-field for privately-owned and state-owned enterprises that are principally engaged in commercial activities. Among other things, the TPP will build on existing trade obligations relating to the provision of subsidies to SOEs, and will help ensure that SOEs accord non-discriminatory treatment in their purchases and sales of goods and/or services.

5a. Australia is prepared to agree to the inclusion of Investor-State Dispute Settlement (ISDS) provisions if the balance of the TPP package is in Australia's

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interests and if the ISDS procedures contain sufficient safeguards for legitimate public welfare regulation.

5b. No.

6a. Australian independent executives are business persons who intend to be, or are responsible for, the establishment in another TPP Party of a new branch or subsidiary of an enterprise which has its head of operations in Australia and which has no other representative, branch or subsidiary in that TPP Party. Australian contractual service suppliers are (i) employees of an Australian enterprise that has concluded a contract for the supply of a service within another TPP Party and that does not have a commercial presence within that TPP Party; or (ii) independent professionals or technicians who are engaged by an enterprise of another TPP Party in order to supply a service under a contract within that TPP Party.

6b. As with other contemporary FTAs that Australia has negotiated, Australia will waive labour market testing for the business persons of those TPP Parties who make commitments that enhance opportunities for Australian intra-corporate transferees, independent executives and contractual service suppliers active in those markets. Australia will reserve policy space in the TPP to apply labour market testing to the business persons of Parties that do not make such offers in the TPP.

7. Yes.

8. No.

9a. Difficult issues remain both in the negotiation of legal disciplines and market access, including on SOEs, investment, trade in goods and rules of origin.

10a. The TPP is being negotiated in a manner which recognises and affirms each Party's rights and obligations under existing treaties to which they are party, including the World Trade Organization (WTO) Agreement.

10b. Cases of inconsistency between treaties will be resolved by applying the relevant rules of international law with respect to the interpretation of treaties.

11a. As at 19 March 2015, the costs of TPP negotiations for FY2014-15 are estimated to be \$1,144,444.61 (NB Not all costs associated with travel undertaken has been acquitted)

11b. As at 19 March 2015, the costs of TPP negotiations can be broken down on the following basis (NB Not all costs associated with travel undertaken has been acquitted).

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Cost carry over: 2013-14	2,710.61
Domestic travel	8,874.82
July-December*	868,661.62
January – March**	264,197.56
Total (July 14-March 15)	1,144,444.61

*= international travel costs and costs associated with hosting the Ministerial session in Sydney

** = international travel costs

12. No.

13. The TPP will not alter Australia's regulatory requirements relating to the storage of data, including personal health and financial data.

The Australian Government will retain the ability to introduce regulatory requirements related to the storage of data.

14. TPP provisions relating to cross-border data flows will not require the amendment of or exemptions to Australian legislation, including Australian privacy laws.

The Australian Government will retain the ability to amend regulatory requirements related to cross-border data flows.

15. The TPP will not impact the Telecommunications (Interception and Access) Amendment Bill 2014.

QUESTIONS ON NOTICE/IN WRITING

Question No 113

Program: DFAT

Topic: Regional Comprehensive Economic Partnership

Question in Writing

Senator Wong

Question

1. *In relation to the 6th RCEP negotiation round held in India in December 2014:*

- a. What were the key outcomes from these meetings.***
- b. Where any chapters substantially progressed. If so, which ones.***
- c. Who attended these meetings and what were the department's costs.***
- d. What sensitive issues remain.***

2. *When and where are the next negotiating and Ministerial RCEP meetings.*

3. *Are the negotiations on track for conclusion by the end of the year.*

Answer

1 (a) Officials agreed that an expert group on electronic commerce would meet at the next round in Bangkok, Thailand.

(b) Negotiations continue on all chapter texts.

(c) The 6th Round was attended by officials from Department of Foreign Affairs and Trade; Department of Industry; Department of Agriculture, Australian Customs and Border Protection Service; Attorney-General's Department, IP Australia and The Australian Competition and Consumer Commission. The DFAT costs were approximately \$130,000.

(d) Negotiations are continuing on a package of outcomes, consistent with the *Guiding Principles and Objectives for Negotiating the RCEP*.

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2. Japan will host the next officials' level round (Kyoto, 8-13 June 2015). Malaysia will host the next RCEP Ministerial meeting, tentatively scheduled for late August 2015.
3. All Parties are cognisant of the deadline and are working towards it.

QUESTIONS ON NOTICE/IN WRITING

Question No 114

Program: DFAT

Topic: Free Trade Area of the Asia-Pacific (FTAAP)

Question in Writing

Senator Wong

Question

- 1. *What is the status of negotiations on the FTAAP.***
- 2. *Why has the agreement not been assigned its own page under “Trade Agreements” on DFAT’s website unlike other agreements subject to negotiation.***
- 3. *What FTAAP related meetings held since November 2014. Where were they held, who attended, what were the key outcomes.***
- 4. *When and where are the next meetings relating to the FTAAP.***
- 5. *What are the department costs for the past financial year relating to the FTAAP.***

Answer

1. Negotiations have not been launched on a Free Trade Area of the Asia-Pacific (FTAAP). At the APEC Economic Leaders’ Meeting on 10-11 November 2014 in Beijing, APEC Leaders agreed on some actions to advance towards the eventual realization of the FTAAP. These are set out in an annex to the APEC Economic Leaders’ Declaration for 2014, entitled “The Beijing Roadmap for APEC’s contribution to the Realization of the FTAAP”. These actions include enhanced information sharing between APEC economies on FTAs/RTAs, capacity-building for officials on FTA issues, and launch of an APEC collective strategic study on issues related to the realization of the FTAAP. The collective strategic study will be submitted to APEC Ministers and Leaders by the end of 2016.
2. The FTAAP is neither an agreement nor a negotiation. Work within APEC on the FTAAP is being taken forward as part of APEC’s ongoing work program.
3. At the first Senior Officials Meeting (SOM1) in Clark, the Philippines, on 7-8 February, officials discussed and agreed on steps to take forward the actions set

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out in the 2014 APEC Leaders' declaration relating to the FTAAP. Officials from all 21 APEC member economies attended the meeting. Officials agreed on several capacity-building workshops on FTA issues, information sharing dialogues and seminars on FTAs/RTAs and the establishment of a task force comprising all APEC economies to undertake the collective strategic study.

4. Officials will continue to discuss and take forward the actions set out in the 2014 Leaders' declaration relating to the FTAAP at the second Senior Officials' meeting (SOM2), scheduled for 20-21 May on Boracay Island in the Philippines.
5. The department has not incurred any specific costs in the past financial year relating to the FTAAP. The department's costs on activities relating to the FTAAP have been incurred as part of its broader engagement and participation in the APEC forum.

QUESTIONS ON NOTICE/IN WRITING

Question No 115

Program: DFAT

Topic: Pacific Agreement on Closer Economic Relations Plus (PACER Plus)

Question in Writing

Senator Wong

Question

- 1. *What is the status of negotiations on this agreement.***
- 2. *Are labour mobility and development assistance sensitive issues in the negotiations.***
- 3. *Can details of the negotiations in March 2015 be provided, including costs.***
- 4. *With reference to the answer to Supplementary Budget Estimates question no. 109 which provided that the agreement was a “high priority”:***
- 5. *Is the “high priority” reflected in the resources dedicated to concluding the negotiations.***
- 6. *Noting the Prime Minister’s willingness to nominate a date for concluding other “high priority agreements”, what is the nominated date for concluding negotiations on this agreement.***

Answer

1. Six Chapters of legal text are finalised. Negotiating parties are well-advanced in their pursuit of convergence on the remaining legal text. Market access negotiations are expected to commence in 2015. Fiji joined the negotiations for the first time at the negotiating round held in Wellington, New Zealand from 29 September to 3 October 2014. The most recent negotiating round was held in Nadi (Fiji) from 8-11 December 2014.
2. Labour mobility and development assistance are key issues under discussion in the negotiations.
3. Unfortunately due to the effects of Cyclone Pam, the negotiating round scheduled to be held in Port Vila, Vanuatu from 24-27 March 2015 was

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cancelled. The round is rescheduled to be held from 5-8 May 2015 at a venue to be decided.

- 4 and 5. Yes. The high priority of the PACER Plus negotiations is reflected in the resources allocated.
6. There is no nominated date for concluding negotiations. At this stage, the negotiating parties are working towards the finalisation of legal text by the middle of this year and of market access outcomes in 2016.

QUESTIONS ON NOTICE/IN WRITING

Question No 116

Program: DFAT

Topic: Indian Ocean Rim Association (IORA)

Question in Writing

Senator Wong

Question

- 1. *What progress has been made on priority issues for IORA since the 14th annual Council of Ministers Meeting in Perth in October 2014.***
- 2. *When does Australia's role as chair end.***
- 3. *When and where are the next formal meetings of IORA.***

Answer

1. Australia's priorities in our final year as IORA chair are to build closer regional cooperation on maritime safety and security, promote economic growth and development in the Indian Ocean region by focusing on the blue economy, and build IORA's work program on women's economic empowerment. These priorities were articulated in the Communiqué and IORA Economic Declaration agreed at the Council of Ministers Meeting (COMM) in October 2014.

DFAT is preparing to host the second Indian Ocean Dialogue in September 2015. The Indian Ocean Dialogue is a major track "1.5" conference that brings together officials, academics and other strategic thinkers from IORA countries to discuss the major challenges and opportunities in our region. This conference will focus on increasing safety and combating transnational crime in the Indian Ocean through closer cooperation among IORA countries, with representatives from defence and customs authorities. DFAT also hosted a visit by Mr Alan Cole OBE, Head of the Transnational Organised Crime Programme at the United Nations Office on Drugs and Crime (UNODC), in March to chair roundtable discussions among Australian Government agencies on the future of maritime security cooperation in the Indian Ocean, including the role IORA might play in combatting transnational crime.

DFAT is working with Australian whole-of-government partners and other IORA countries to promote the blue economy as a source of economic growth for the Indian Ocean region. DFAT will partner with Australian public institutions

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under the IORA Economic Diplomacy Fund (\$1 million 2014 – 2015) to support blue economy activities including in: coastal tourism, port operations skills development, regional tuna management, aquaculture technologies, and ocean science and research collaboration. Australia is also preparing to host a workshop for IORA member states on Seabed Mining and Exploration.

Australia has continued work to establish women's economic empowerment as a cross-cutting focus for IORA. DFAT recently developed a strategy to embed women's empowerment in IORA's ongoing program of work, building on the recommendations of the IORA women's empowerment events in Kuala Lumpur and Hyderabad in 2014. Under this strategy, Australia is committed to strengthening the gender capability of the IORA Secretariat; commissioning an IORA data publication, providing evidence on the status of women in the Indian Ocean region; and hosting a women's economic empowerment conference in 2015.

2. Australia will formally hand over the chair to Indonesia at the opening of this year's annual Council of Ministers Meeting (COMM), which will be hosted by Indonesia. DFAT is waiting on advice from Indonesia on the date and location of COMM 2015, noting that the COMM generally occurs in October or November.
3. IORA has three formal meetings a year at which Member States make decisions and recommendations on IORA's agenda. First, the Working Group of Heads of Mission meeting in Pretoria, which was held on 24 February 2015. Second, the biannual Committee of Senior Officials Meeting (CSOM), scheduled for 28-29 May 2015 in Port Louis, Mauritius. Third, the annual Council of Ministers Meeting (COMM), IORA's peak decision-making body incorporating a suite of meetings of IORA's other bodies including the Academic Group, Business Forum and Working Group on Trade and Investment. In addition to these formal meetings, IORA's calendar includes various ad hoc workshops and events throughout the year that serve to increase dialogue, share knowledge and forge closer regional cooperation on specific policy issues.

QUESTIONS ON NOTICE/IN WRITING

Question No 117

Program: DFAT

Topic: 328 – WTO Agreement on Trade Facilitation

Question in Writing

Senator Wong

Question

- 1. *What action will Australia need to take to implement the agreement. What is the timetable for this action.***
- 2. *Does Australia have, or require, a national trade facilitation body.***
- 3. *Are there WTO meetings scheduled in relation to this agreement this year. If so, please provide details.***

Answer

1. The *Protocol Amending the Marrakesh Agreement Establishing the World Trade Organization* (“the Protocol”) is the legal means of inserting the *Agreement on Trade Facilitation* (“the Agreement”) into the WTO Agreement. The Protocol (and thereby the Agreement) will enter into force upon acceptance by two-thirds of WTO Members.

Australia is undertaking domestic treaty processes to accept the Protocol. Those processes include the tabling of the Agreement and Protocol in Parliament; review of the Agreement and the Protocol by the Joint Standing Committee on Treaties (JSCOT); and approval by Executive Council (ExCo) of Australia’s acceptance of the Protocol. The Agreement was tabled in Parliament on 18 June 2014. The Protocol was tabled on 25 February 2015 in the House of Representatives and on 2 March 2015 in the Senate. The JSCOT hearing was held on 2 March 2015 and JSCOT released its report on 26 March 2015, recommending that binding treaty action be taken. We expect Australia to be in a position to accept the Protocol by the middle of 2015.

Australia does not need to amend or introduce any new legislation for Australia to accept the Protocol or implement the Agreement. Australia is required under

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the Agreement to designate a domestic National Committee on Trade Facilitation.

2. The Agreement on Trade Facilitation requires that a domestic National Committee on Trade Facilitation be designated. The Australian Customs and Border Protection Service is responsible for the designation of this committee, which is expected to meet in May 2015.
3. The WTO Preparatory Committee on Trade Facilitation met on 24 March 2015. We are not aware of any further specific meetings scheduled for this year.

QUESTIONS ON NOTICE/IN WRITING

Question No 118

Program: DFAT

Topic: 330

Question in Writing

Senator Wong

Question

- 1. *With reference to the WTO General Council meeting on 20 February 2015 and the call from the Director-General for members to be “much more focused and more interactive” in developing a work programme to conclude the Doha Round:***
 - a. How has Australia responded.***
 - b. What is the status of the Doha Round.***
- 2. *When was the last ministerial meeting of the Cairns Group. When is the next ministerial meeting of the Cairns Group.***

Answer

- 1a. Through our mission in Geneva, Australia had been working closely on a regular basis with other WTO Members to exchange ideas on the shape of a forward work programme.
- 1b. WTO Members are currently developing a post-Bali work programme, which will be the road map used to undertake negotiations to conclude the Doha Round.
2. The last Cairns Group ministerial meeting was on 2 December 2013. No date has been set for the next meeting.

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QUESTIONS ON NOTICE/IN WRITING

Question No 119

Program: DFAT

Topic: 386 - Subsidies

Question in Writing

Senator Wong

Question

Is the transparency of foreign subsidies a matter of concern to the Government. What action has the Government taken, including in WTO fora, to address this issue.

Answer

On 15 December 2014, the Government announced a range of reforms to Australia's anti-dumping system, including taking a stronger stance in World Trade Organization (WTO) forums on the transparency of foreign subsidies.

The Department of Foreign Affairs and Trade (DFAT) monitors the use of subsidies by other countries and seeks to secure more information on those subsidies. In addition to using its overseas missions, DFAT does so through participating in the work of the WTO Committee on Subsidies and Countervailing Measures. It reviews the subsidy notifications of other WTO Members to better understand the operation of the subsidies and to assess both their WTO consistency and commercial interest to Australia. DFAT also actively takes up concerns over WTO Members' non-compliance with the WTO obligation to notify subsidies.

QUESTIONS ON NOTICE/IN WRITING

Question No 120

Program: DFAT

Topic: Trade in Services Agreement

Question in Writing

Senator Wong

Question

- 1. What is the status of the negotiations on this agreement.*
- 2. Is there a target date for the conclusion of negotiations. If so, what is that date.*
- 3. How will public services be treated. What safeguards are proposed.*
- 4. What are current proposals on “patient mobility”. Will those proposals have an impact on Australians receiving medical treatment.*
- 5. Will the TPP and TiSA be consistent with each other in relation to trade in services.*
- 6. In the event of a conflict, which agreement will prevail.*
- 7. In relation to the recent 10th round of negotiations on TiSA held in the United States from 9-13 February 2015:*
 - a. Who attended for Australia.*
 - b. What were the key outcomes.*
 - c. What are the key sticking points.*
 - d. What costs did the department incur.*
- 8. In relation to the scheduled 11th round of negotiations on TiSA to be held in Switzerland from 13-17 April 2015:*
- 9. Who will attend for Australia.*

Answer

1. Formal negotiations on the Trade in Services Agreement (TiSA) commenced in April 2013. Negotiations are ongoing. The European Union will chair the eleventh round of TiSA negotiations in Geneva from 13-17 April 2015.

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2. There is no formal target date for the conclusion of the TiSA negotiations.
3. Australia has not undertaken to make any commitments on public services, including health, in the TiSA.
4. A TiSA Party has put forward a proposal to cover the facilitation of patient mobility. This proposal has so far failed to attract support from other Parties.
5. Yes.
6. The two agreements will be complementary and consistent.
- 7a. Australia was represented by officials from the Australian Permanent Mission to the World Trade Organization and the Department of Foreign Affairs and Trade. The tenth round of negotiations took place in Geneva.
- 7b. An update on the tenth round of TiSA negotiations can be accessed at: www.dfat.gov.au/trade/agreements/trade-in-services-agreement/Pages/trade-in-services-agreement.aspx
- 7c. An update on the tenth round of TiSA negotiations can be accessed at: www.dfat.gov.au/trade/agreements/trade-in-services-agreement/Pages/trade-in-services-agreement.aspx
- 7d. The travel costs for the Canberra based officials from the Department to participate in the February round of TiSA negotiations in Geneva was \$44,491.
8. Australia will be represented by officials from the Australian Permanent Mission to the World Trade Organization and the Department of Foreign Affairs and Trade.

QUESTIONS ON NOTICE/IN WRITING

Question No 121

Program: DFAT

Topic: 387

Question in Writing

Senator Wong

Question

- 1. Can a status update on negotiations on the Agreement on Environmental Goods be provided.***
- 2. In relation to the next round of negotiations to be held in Geneva between 16-20 March 2015:***
- 3. Who will attend for Australia?***

Answer

1. An update on the negotiations for an Agreement on Environmental Goods can be found at: <http://dfat.gov.au/trade/agreements/environmental-goods-agreement/Pages/Environmental-goods-agreement.aspx>

2a. Officials from the Department of Foreign Affairs and Trade and the Permanent Mission to the WTO.

QUESTIONS ON NOTICE/IN WRITING

Question No 122

Program: DFAT

Topic: 386

Question on Notice

Senator Wong

Question

- 1. *Noting the call for submissions from interested parties to inform Government consideration of accession to the GPA:***
 - a. How many submissions were received.***
 - b. Who made submissions.***
 - c. What issues were raised.***
 - d. When and where will the submissions be published.***
- 2. *With reference to the claim on the department's website that the revised GPA that entered into force on 6 April 2014 makes accession to the GPA "more beneficial" to Australia: Why. Can the additional benefits be outlined.***
- 3. *With reference to the claim on the department's website that Australia's existing laws and measures make Australia "already substantially compliant with the GPA": In relation to which matters is Australia not compliant. What action, including legislative action, is required to make Australia compliant.***
- 4. *Has the Government made a decision to accede to the GPA. If so, when.***
- 5. *Can the process for acceding to the GPA be described.***
- 6. *What GPA-related meetings have Australian representatives attended since 18 September 2013. Who attended each meeting, and what costs have been incurred.***

Answer

- 1. The call for submissions on the WTO Agreement on Government Procurement (GPA) occurred in November 2014 to inform Government decision making. The**

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Government has yet to make a decision about accession, and accordingly, no decision has been taken about submission publication.

2. WTO Secretariat analysis indicates that the April 2014 Revised GPA delivers important market access gains through expanded coverage of services and the inclusion of additional government agencies for existing GPA members.
3. Some changes to current procurement practices would be required to comply with GPA obligations. The includes changes for pre-qualification and limited tendering in the Commonwealth Procurement Rules. Australia would be required to strengthen review procedures.
4. The Government has yet to make a decision on accession.
5. The process for accession to the GPA can be found on the WTO website at:
https://www.wto.org/english/tratop_e/gproc_e/memobs_e.htm
6. Australia is an observer to the WTO Committee on Government Procurement. The Committee meets three or four times a year. Committee meetings have been attended by Australian representatives of the WTO mission in Geneva.

QUESTIONS ON NOTICE/IN WRITING

Question No 123

Program: DFAT

Topic: APEC

Question in Writing

Senator Wong

Question

- 1. *How has Australia engaged with APEC since 18 September 2013.***
- 2. *Has responsibility for Australia's Economic Committee in APEC been moved from Treasury to DFAT?***
 - a. *If so, why and which staff are responsible.***

Answer

1. Australia has engaged in APEC since 18 September 2013 by initiating, supporting and implementing a wide range of activities, in line with the Government's priorities, that promote trade and investment liberalization, business facilitation and economic cooperation in the region. Australia has participated in numerous APEC officials-level committees and working groups that have been established to advance APEC's objectives and work program (e.g. customs, standards and conformance, business mobility, telecommunications, mining, cross-border education) and in Ministerial-level meetings. Prime Minister Abbott attended the APEC Leaders' meetings on 7-8 October in Bali in 2013 and on 10-11 November in Beijing in 2014. Australia has also been represented at meetings of the APEC Business Advisory Council since 18 September 2013 and at the annual APEC Study Centre Consortium conference.
2. No. However, Treasury and DFAT collaborate closely on Economic Committee issues of priority interest to Australia such as structural reform.

QUESTIONS ON NOTICE/IN WRITING

Question No 124

Program: DFAT

Topic: G20

Question in Writing

Senator Wong

Question

- 1. What action items from the 2014 G20 Summit are the responsibility of the Department of Foreign Affairs and Trade.***
- 2. What progress has been made on these items.***

Answer

1. DFAT is directly responsible for G20 commitments on trade, poverty eradication and development to support growth in low-income and developing countries. The primary action items from the 2014 G20 Summit are:
 - developing a plan on remittances to reduce the global average cost of transferring remittances to five per cent.
 - implementing the G20 Food Security and Nutrition Framework which Australia established last year.
 - implementation of trade commitments contained in G20 country growth strategies.
2. The implementation of trade commitments is a priority work area for the G20 in 2015. There is ongoing work underway to progress this agenda ahead of the G20 Trade Ministers' meeting in October and the Leaders' Summit in November.

DFAT is engaging with other government agencies to finalise Australia's plan on remittances by September 2015. DFAT continues to support the G20 Turkish Presidency to implement the G20 Food Security and Nutrition Framework.

QUESTIONS ON NOTICE/IN WRITING

Question No 125

Program: DFAT

Topic: Trade Disputes

Question in Writing

Senator Wong

Question

- 1. In relation to which WTO disputes is Australia a party. What is the status of each dispute.**
- 2. In relation to which international arbitrations is Australia a party. What is the status of each arbitration.**

Answer

1. Australia is not currently a complainant in any WTO dispute. It is involved as a respondent in the following active WTO disputes:
 - DS434: *Australia — Certain Measures Concerning Trademarks and Other Plain Packaging Requirements Applicable to Tobacco Products and Packaging* (Complaint by Ukraine);
 - DS435: *Australia — Certain Measures Concerning Trademarks, Geographical Indications and Other Plain Packaging Requirements Applicable to Tobacco Products and Packaging* (Complaint by Honduras);
 - DS441: *Australia — Certain Measures Concerning Trademarks, Geographical Indications and Other Plain Packaging Requirements Applicable to Tobacco Products and Packaging* (Complaint by Dominican Republic);
 - DS458: *Australia — Certain Measures Concerning Trademarks, Geographical Indications and Other Plain Packaging Requirements Applicable to Tobacco Products and Packaging* (Complaint by Cuba);
 - DS467: *Australia — Certain Measures Concerning Trademarks, Geographical Indications and Other Plain Packaging Requirements Applicable to Tobacco Products and Packaging* (Complaint by Indonesia)

QUESTIONS ON NOTICE/IN WRITING

The status of World Trade Organization (WTO) disputes where Australia is a respondent is described below.

Tobacco Plain Packaging Disputes

WTO dispute settlement panels have been established in relation to Australia's tobacco plain packaging measure at the request of Ukraine (on 28 September 2012), Honduras (on 25 September 2013), Indonesia (on 26 March 2014), the Dominican Republic (on 25 April 2014) and Cuba (on 25 April 2014). A large number of WTO Members (41 in total) have joined the disputes as a third party.

On 5 May 2014, the WTO Director-General appointed the panelists who will hear the disputes. The disputes will be heard together pursuant to a harmonised timetable.

On 7 May 2014, Australia filed requests for preliminary procedural rulings in relation to the panel requests made by four of the five complainants (Ukraine, Cuba, the Dominican Republic and Indonesia). The Panel issued its preliminary rulings on 19 August 2014. These rulings confirmed the measures at issue in the disputes are limited to Australia's tobacco plain packaging measure and excluded certain claims from being pursued by Ukraine in its dispute.

The complainants filed their first written submissions with evidence on 8 October 2014 in Geneva.

Australia filed its first written submissions with evidence on 13 March 2015 in Geneva.

The Panel has advised that it does not expect to issue its final report to the parties before the first half of 2016.

Australia is also a third party to the following active disputes (the status of these disputes is indicated in brackets):

- *European Communities – Measures Affecting Large Civil Aircraft* (DS316) (Awaiting compliance panel report).
- *United States – Measures Affecting Trade in Large Civil Aircraft – Second Complaint* (DS353) (Awaiting compliance panel report).
- *United States – Measures Concerning the Importation, Marketing and Sale of Tuna and Tuna Products* (DS381) (Awaiting compliance panel report).
- *United States – Countervailing Measures on Certain Hot-Rolled Carbon Steel Flat Products from India* (DS436) (Appellate Body report adopted).
- *United States – Countervailing Duty Measures on Certain Products from China* (DS437) (Appellate Body report adopted).
- *Argentina – Measures Affecting the Importation of Goods* (DS438, DS444, DS445) (Appellate Body report adopted).

QUESTIONS ON NOTICE/IN WRITING

- *United States – Measures Affecting the Importation of Horticultural Animals, Meat and Other Animal Products from Argentina* (DS447) (Awaiting panel report).
- *Argentina – Measures relating to Trade in Goods and Services* (DS453) (Awaiting panel report).
- *Indonesia – Importation of Horticultural Products, Animals and Animal Products* (DS465, DS466) (Consultations phase).
- *Ukraine – Definitive Safeguard Measures on Certain Passenger Cars* (DS468) (Awaiting panel report).
- *European Union – Anti-Dumping Measures on Biodiesel from Argentina* (DS473) (Panel composed and hearing scheduled).
- *European Union – Cost Adjustment Methodology and Certain Anti-Dumping Measures on Imports from Russia* (DS474) (Panel established 22 July 2014, awaiting panel composition).
- *Russian Federation – Measures on the Importation of Live Pigs, Pork and Other Pig Products from the European Union* (DS475) (Panel composed and hearing scheduled).
- *Indonesia – Recourse to Article 22.2 of the DSU in the US – Clove Cigarettes Dispute* (DS481) (Consultations phase).
- *Indonesia – Measures Concerning the Importation of Chicken Meat and Chicken Products* (DS484) (Consultations phase).
- *United States – Conditional Tax Incentives for Large Civil Aircraft* (DS487) (Panel established 23 February 2015, awaiting panel composition).
- *Indonesia – Importation of Horticultural Products, Animals and Animal Products* (DS477, DS478) (Consultations phase).
- *India – Measures Concerning the Importation of Certain Agricultural Products from the United States* (DS430) (Awaiting Appellate Body report).
- *Brazil – Certain Measures Concerning Taxation and Charges* (DS472) (Panel established 17 December 2014, awaiting panel composition).

2. Australia is the respondent to an investor-State dispute concerning tobacco plain packaging, brought by Philip Morris Asia under the Australia-Hong Kong Bilateral Investment Treaty. The Attorney-General's Department, in collaboration with DFAT and the Department of Health, has the lead on the preparation of Australia's defence in that dispute.

A hearing on Australia's request for bifurcation of the proceedings was held before the Tribunal in Singapore on 20 and 21 February 2014. Bifurcation is the term which describes the separation of the proceedings into two phases: a preliminary jurisdictional phase and a subsequent merits phase, if required.

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On 14 April 2014, the Tribunal issued Procedural Order No.8, deciding to bifurcate the proceedings.

PM Asia submitted its Counter-Memorial on Australia's Preliminary Objections on 7 July 2014. Australia filed its Reply on 1 December 2014. PM Asia's Rejoinder was filed on 12 January 2015.

The hearing on Preliminary Objections was held in Singapore from 16-19 February 2015. Australia expects the Tribunal to render its decision on preliminary objections later in 2015.

The Procedural Orders of the Tribunal are available on the website of the Permanent Court of Arbitration and can also be accessed through a link on the Attorney-General's Department website.

Questions related to the litigation should be directed to the Attorney-General's Department.

Other international arbitrations

Questions regarding Australia's involvement in international arbitrations, other than those under investor-State dispute settlement provisions, should be directed to the Attorney-General's Department.

QUESTIONS ON NOTICE/IN WRITING

Question No 126

Program: DFAT

Topic: Departmental matters

Question in Writing

Senator Wong

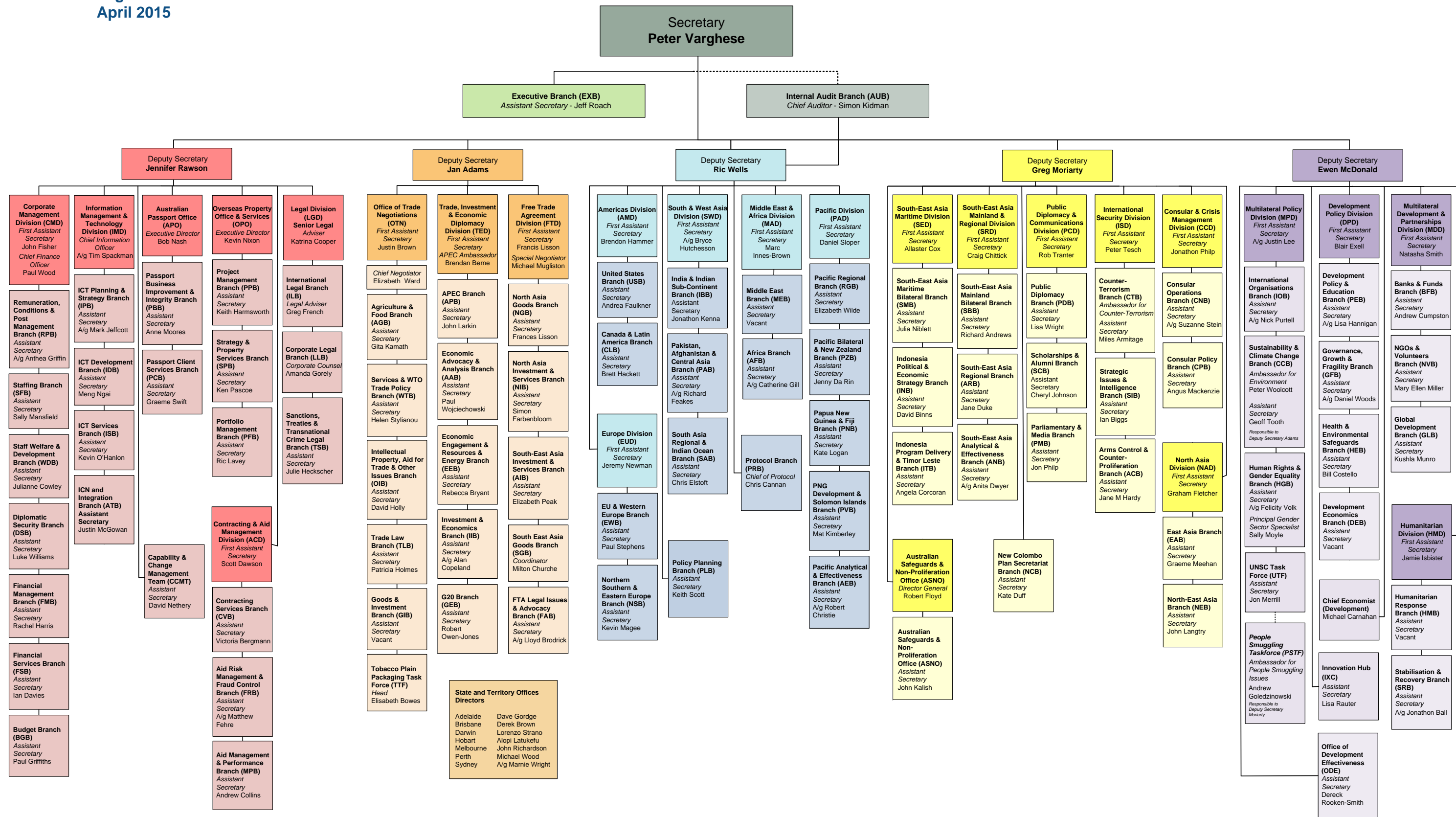
Question

- 1. Why was the DFAT website redeveloped. What total costs were incurred.**
- 2. Has there been any reallocation of internal functions in the department since 18 September 2013. If so, can the revised arrangements and associated costs be outlined.**

Answer

1. The DFAT website was redeveloped as part of a departmental technology upgrade to the Microsoft SharePoint 2010 platform. The redeveloped website provides an integrated, unified and coherent platform that consolidates and aligns the Australian Government's foreign, trade and investment and aid policies and priorities to one website. In addition to improvements to existing content, benefits of the redeveloped websites include a contemporary design; improved information architecture; multimedia functionality; improved accessibility and presentation of departmental information; and mobile and tablet versions of the website. Total cost incurred was \$973,740.

2. Yes. The current DFAT organisational structure is attached. To determine the costs associated with the reallocation of functions since 18 September 2013 would entail a significant diversion of resources and, in these circumstances, we do not consider that the additional work can be justified.



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QUESTIONS ON NOTICE/IN WRITING

Question No 127

Program: DFAT

Topic: Departmental expenses for trade functions

Question in Writing

Senator Wong

Question

- 1. With reference to page 29 of the Portfolio Budget Statement 2014-15 for the Foreign Affairs and Trade portfolio which shows estimated administered expenses for Programme 1.1 of \$135,391,000 for 2014-15: what proportion of these expenses are devoted primarily to trade operations.***
- 2. With reference to page 29 of the Portfolio Budget Statement 2014-15 for the Foreign Affairs and Trade portfolio which shows estimated departmental expenses for Programme 1.1 of \$610,995,000 for 2014-15: what proportion of these expenses are devoted primarily to trade operations.***

Answer

1. 98 per cent (based on records dating back to 1982-83).
2. Approximately 14 per cent.

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QUESTIONS ON NOTICE/IN WRITING

Question No 128

Program: DFAT

Topic: Departmental programs

Question in Writing

Senator Wong

Question

With reference to the Portfolio Budget Statement 2014-15 for the Foreign Affairs and Trade portfolio, which programmes apart from Programme 1.1 include operations or functions which are substantially related to trade. Please provide details of those trade operations or functions performed by the Department under these programmes.

Answer

There are no programmes, other than Programme 1.1.

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QUESTIONS ON NOTICE/IN WRITING

Question No 129

Program: DFAT

Topic: Foreign trade barriers

Question in Writing

Senator Wong

Question

With reference to the US Trade Representative's annual National Trade Estimates Report on Foreign Trade Barriers, does the Department of Foreign Affairs and Trade compile similar information and analysis of trade barriers imposed on Australia by foreign countries. If so, in what form. If not, why not.

Answer

No. The Department actively analyses and pursues the reduction of foreign trade barriers through bilateral, regional, plurilateral and multilateral trade agreements to create greater opportunities for Australian businesses. Our posts and divisions also work with Australian businesses and Austrade to address trade barriers through both bilateral and multilateral channels outside the formal negotiating process.

QUESTIONS ON NOTICE/IN WRITING

Question No 130

Program: DFAT

Topic: Appointments

Question in Writing

Senator Wong

Question

- 1. *For all appointments to boards, authorities and advisory committees made by the Minister for Trade personally or by a delegate or agent of the Minister since 18 September 2013 provide the following details:***
 - a. name of person appointed;***
 - b. title of position;***
 - c. name of board, authority or advisory committee;***
 - d. appointment start date;***
 - e. appointment expiry date;***
 - f. selection process; and***
 - g. remuneration.***

Answer

1a), b), c), d), e) and g)

This information is publicly available, including on the AusGovBoards website, other than for the Economic Research Institute for ASEAN and East Asia (ERIA). The Minister for Trade and Investment appointed Professor Warwick McKibbin as a Governing Board Member of ERIA. Professor McKibbin's appointment began on 11 August 2014 and will end on 11 August 2017. Professor McKibbin receives nil remuneration.

f) Membership is at the discretion of the Minister for Trade and Investment, and appointments accord with standard Australian Government policies and procedures for ministerial appointments.

QUESTIONS ON NOTICE/IN WRITING

Question No 131

Program: DFAT

Topic: Investor State Dispute Settlement Provisions

Question in Writing

Senator Wong

Question

- 1. *Can a list be provided of all current trade and investment agreements or treaties to which Australia is a party which include Investor-State Dispute Settlement (ISDS) provisions.***
- 2. *For each agreement, please indicate:***
 - a. the parties to the agreement;***
 - b. when negotiations for the agreement were finalised;***
 - c. when the agreement entered into force;***
 - d. whether the agreement's original ISDS provisions have been renegotiated since the agreement entered into force and, if they have, the date or dates on which the original ISDSS provisions were modified.***

Answer

1. ISDS provisions exist in the following Investment Promotion and Protection Agreements (IPPAs) that Australia is party to:
 - Australia-China IPPA
 - Australia-Vietnam IPPA
 - Australia-Papua New Guinea IPPA
 - Australia-Poland IPPA
 - Australia-Hungary IPPA
 - Australia-Indonesia IPPA
 - Australia-Hong Kong IPPA
 - Australia-Romania IPPA
 - Australia-Czech Republic IPPA
 - Australia-Laos IPPA
 - Australia-Philippines IPPA

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- Australia-Argentina IPPA
- Australia-Peru IPPA
- Australia-Pakistan IPPA
- Australia-India IPPA
- Australia-Lithuania IPPA
- Australia-Egypt IPPA
- Australia-Uruguay IPPA
- Australia-Sri Lanka IPPA
- Australia-Mexico IPPA
- Australia-Turkey IPPA

ISDS provisions exist in the following Free Trade Agreements (FTAs) that Australia is party to:

- Australia-Chile FTA
- Singapore-Australia FTA
- Thailand-Australia FTA
- ASEAN-Australia-New Zealand FTA
- Korea-Australia FTA
- China-Australia FTA (not yet in force)

2. IPPAs

IPPA	Parties	Date negotiations were finalised	Date of entry into force	Whether the ISDS provisions have been renegotiated since entry into force
Australia-China IPPA	Australia and China	11 July 1988	11 July 1988	No
Australia-Vietnam IPPA	Australia and Vietnam	5 March 1991	11 September 1991	No
Australia-Papua New Guinea IPPA	Australia and Papua New Guinea	3 September 1990	20 October 1991	No
Australia-Poland IPPA	Australia and Poland	7 May 1991	27 March 1992	No
Australia-Hungary IPPA	Australia and Hungary	15 August 1991	10 May 1992	No

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Australia-Indonesia IPPA	Australia and Indonesia	17 November 1992	29 July 1993	No
Australia-Hong Kong IPPA	Australia and Hong Kong	15 September 1993	15 October 1993	No
Australia-Romania IPPA	Australia and Romania	21 June 1993	22 April 1994	No
Australia-Czech Republic IPPA	Australia and Czech Republic	30 September 1993	29 June 1994	No
Australia-Laos IPPA	Australia and Laos	6 April 1994	8 April 1995	No
Australia-Philippines IPPA	Australia and Philippines	25 January 1995	8 December 1995	No
Australia-Argentina IPPA	Australia and Argentina	23 August 1995	11 January 1997	No
Australia-Peru IPPA	Australia and Peru	7 December 1995	2 February 1997	No
Australia-Pakistan IPPA	Australia and Pakistan	7 February 1998	14 October 1998	No
Australia-India IPPA	Australia and India	26 February 1999	4 May 2000	No
Australia-Lithuania IPPA	Australia and Lithuania	24 November 1998	10 May 2002	No
Australia-Egypt IPPA	Australia and Egypt	3 May 2001	5 September 2002	No
Australia-Uruguay IPPA	Australia and Uruguay	3 September 2001	12 December 2002	No
Australia-Sri Lanka IPPA	Australia and Sri Lanka	12 November	14 March	No

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	Lanka	2002	2007	
Australia-Mexico IPPA	Australia and Mexico	23 August 2005	21 July 2007	No
Australia-Turkey IPPA	Australia and Turkey	16 June 2005	29 June 2009	No

FTAs

FTA	Parties	Date negotiations were finalised	Date of entry into force	Whether the ISDS provisions have been renegotiated since entry into force
Australia-Chile FTA	Australia and Chile	30 July 2008	6 March 2009	No
Singapore-Australia FTA	Australia and Singapore	17 February 2003	28 July 2003	No, however some amendments were made to others aspects of the Investment Chapter in 2011 (entry into force of amended FTA on 2 September 2011)
Thailand-Australia FTA	Australia and Thailand	5 July 2004	1 January 2005	No
ASEAN-Australia-New Zealand FTA	Australia, Brunei Darussalam, Myanmar, Cambodia, Indonesia, Laos, Malaysia, New Zealand, Philippines,	27 February 2009	1 January 2010	No

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	Singapore, Thailand and Vietnam			
Korea- Australia FTA	Australia and Korea	8 April 2014	12 December 2014	No
China- Australia FTA	Australia and China	17 November 2014	TBC (has not entered into force)	N/A

QUESTIONS ON NOTICE/IN WRITING

Question No 132

Program: DFAT

Topic: Ebola - Aspen Medical ETC

Question in Writing

Senator Wong

Question

- 1. *Is the Aspen ETC expected to continue operations indefinitely?***
- 2. *What are the up dated figures on:***
 - a. *Total number of patients admitted***
 - b. *Total number of patients treated for Ebola and released***
 - c. *Total number of patients who did not have Ebola and were released***
 - d. *Total number of patients deceased***
- 3. *What is the updated current number of operational beds?***
- 4. *Besides running the centre itself, has Aspen Medical provided any other services in Sierra Leone such as surveillance, health promotion, education, or rapid response teams performing services outside the centre?***
- 5. *What were the salaries they were offering Australian/New Zealand workers?***
- 6. *How did those salaries compare to those they were offering local workers?***
- 7. *Did Aspen follow guidelines on remuneration specifically in regard to the difference between local and expatriate wages?***
- 8. *Did Aspen seek guidelines from UNMEER or from the Sierra Leone government on remuneration for workers?***

Answer

1. On 5 November 2014 the Prime Minister announced a commitment to the Ebola Treatment Centre (ETC) 'over the next eight (8) months'.
2. As at 12 March 2015 (Sierra Leone time), there had been 174 patients admitted since the Hastings Airfield ETC opened. One hundred and eighteen (118) had

QUESTIONS ON NOTICE/IN WRITING

been discharged (36 Ebola and 82 non-Ebola cases) and 51 had passed away (46 Ebola and five non-Ebola related deaths). Five (5) patients were admitted to the Centre on that date.

3. As at 12 March 2015, the Centre operates with a capacity of 50 beds.
4. Up to 250 local Sierra Leonean staff have been employed at the Centre. All local staff working at the Centre have undergone significant training and skills development, and at all times Aspen Medical has worked to ensure that the skills acquired through training and service provision have been appropriately recognised. Up to 10% of these staff will return to the Sierra Leone Ministry of Health when the ETC closes.
5. For international workers, doctors rates were benchmarked and capped at NSW Locum Rates. Nurses rates were benchmarked and capped at the NSW Nurses Award. Hardship allowances benchmarked against (and were below) USAID Hardship Allowances. Other positions were benchmarked against (and were below) the DFAT Adviser Remuneration Framework.
6. Local (Sierra Leonean) staff wages are benchmarked against commensurate rates paid by other international donors and NGOs operating ETCs in Sierra Leone. Local (Sierra Leonean) staff hazard payments are in accordance with Government of Sierra Leone policy.
7. See point 6.
8. See point 6.

QUESTIONS ON NOTICE/IN WRITING

Question No 133

Program: DFAT

Topic: Innovation Hub

Question in Writing

Senator Wong

Question

- 1. Have external consultants or new hires been brought in to work on the hub?*
- 2. If not, was it formally determined that DFAT had sufficient internal capacity to be more innovative?*
- 3. How was this decision made?*
- 4. If yes, how much was spent on recruiting?*
- 5. How many new hires?*
- 6. Are these new staff more valuable to the department than the career AusAID executives with decades of aid expertise?*

Answer

1. Refer answer to Question 16.
2. Not Applicable.
3. Not Applicable.
4. Nil.
5. Refer answer to Question 16.
6. There are no newly recruited staff. Refer answer to Question 16.

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QUESTIONS ON NOTICE/IN WRITING

Question No 134

Program: DFAT

Topic: Contracts

Question on Notice

Senator Wong

Question

- 1. Which agencies/partners currently hold contracts with DFAT?***
- 2. What is the value of each of those contracts?***
- 3. When is each contract due to expire or up for renewal?***

Answer

Details of all commercial contracts greater than \$10,000 and their expiry dates are published on AusTender (<https://www.tenders.gov.au>)

QUESTIONS ON NOTICE/IN WRITING

Question No 135

Program: DFAT

Topic: Aid - Quantity of aid cuts

Question in Writing

Senator Wong

Question

- 1. As part of the 2014 MYEFO, the Government announced \$1 billion in cuts from Australia's aid program in FY2015-16, and a further \$1.3 billion in FY2016-17 and \$1.4 billion in FY2017-18. This means that in FY2016-17, Australia's aid as a share of its gross national income will reach 0.22 percent.***
- 2. Can the Department confirm that this is the lowest ever level of aid as a percentage of GNI that Australia has ever given?***
- 3. Is this the least generous Australia has ever been?***

Answer

1. This statement is correct according to current projections of Gross National Income (GNI).
2. Yes (based on records dating back to 1982-83).
3. No. In 2015-16 Australia will provide over \$4 billion in development assistance. According to the OECD Development Assistance Committee ODA figures for the 2014 calendar year, Australia's global donor ranking increased from tenth to ninth.

QUESTIONS ON NOTICE/IN WRITING

Question No 136

Program: DFAT

Topic: Aid - Impact to Australia's national interest and diplomatic ties

Question in Writing

Senator Wong

Question

- 1. *Has the Department made any assessment of the impacts of a 20 to 40 percent cut to the aid program on the effectiveness of Australia's aid program and Australia's international relationships?***
 - a. *What criteria are being used to determine where cuts will be made?***
 - b. *What impact will these cuts have on Australia's relationships with the Governments and peoples of East Asia, Middle East and North Africa, the Pacific, South and West Asia, Sub-Saharan Africa and Latin America?***
- 2. *Can the Department name the Governments with which the Department has initiated dialogue regarding the 20 to 40 percent cuts and what has the response been?***
 - a. *If no, why not?***
 - b. *When does the Department intend to inform relevant Governments that Australian aid will be cut?***
- 3. *Is the Department going to cut Australian aid to UN agencies like UNDP, UNICEF, OCHA, WFP, UNHCR?***
 - a. *If so, what impact will the cuts have on Australia's diplomatic capacity through the UN?***
- 4. *Given the integrated nature of the Department and the links the Government has made between aid, diplomacy and trade in its economic diplomacy framework – what impact will the drastic and immediate cuts to aid have on the Government's diplomatic capacity and its economic diplomacy framework?***

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Answer

1. Allocations are being determined by the Minister for Foreign Affairs in the context of the 2015-16 Budget.
2. Refer to Question 1.
3. Refer to Question 1.
4. Refer to Question 1.

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QUESTIONS ON NOTICE/IN WRITING

Question No 137

Program: DFAT

Topic: Aid - Breaking commitments to aid partners and country governments

Question in Writing

Senator Wong

Question

- 1. *Will the Department have to break contracts and agreements mid-stream with partner governments and aid delivery partners as a result of cuts?***
 - a. If yes, can the Department specify which programs in which countries will be cut?***
 - b. If no, does that mean all existing programs will be allowed to continue?***
- 2. *What is the expenditure associated with cutting aid programs prior to completion? Does the Department anticipate having to provide compensation to its aid partners/contractors for the breaking of existing contracts?***

Answer

1. Program allocations are being determined by the Minister for Foreign Affairs in the context of the 2015-16 Budget process.
2. Refer to Question 1.

QUESTIONS ON NOTICE/IN WRITING

Question No 138

Program: DFAT

Topic: Aid - Aid transparency and predictability

Question in Writing

Senator Wong

Question

- 1. Minister Bishop has publicly emphasised the importance of a predictable aid program – what mechanisms will the Department put in place to ensure a predictable aid program?**
- 2. When will the Department release detailed information about which programs in which countries will be cut?**
- 3. Will the Department issue a Blue Book for aid in the next budget?**
 - a. If not, why not?**
- 4. Australia is a signatory to the IATI (International Aid Transparency Initiative). Currently, the Department only releases some information on bilateral aid to the IATI.**
 - a. Is the Government fulfilling its commitment under IATI?**
 - b. Will the Department release all aid information to IATI as required under the agreement?**

Answer

1. The Department is guided by the Government's development policy and performance framework, available at www.dfat.gov.au/aid/Pages/australias-aid-program.aspx.
2. Program allocations are being determined by the Foreign Minister. Information will be available once discussions with partner countries are complete.
3. This is a decision for the Government.
4. (a) Yes.
(b) Yes.

QUESTIONS ON NOTICE/IN WRITING

Question No 139

Program: DFAT

Topic: Gender

Question in Writing

Senator Wong

Question

- 1. *The most recent Performance Report of the Australian Aid Program looked at whether the Government was achieving each of the 10 targets it set out for itself in its aid policy. Can the Department outline which of the targets are on track?***
- 2. *Is the gender target on track?***
- 3. *In relation to the gender target - having 80 per cent of programs focus on gender, what were some of the obstacles outlined to reaching that target?***
- 4. *So does gender programming require more aid investment? Is it the Department's assessment that the gender goal can be reached without more investment in gender, say specifically in the area of aid for trade where the report notes there are challenges and programs need to be improved?***
- 5. *How can this happen when 20% of the entire aid budget is being cut?***

Answer

1. The 10 strategic targets for the aid program were introduced in June 2014 as part of the new performance framework, *Making Performance Count*. Information in the *Performance of Australian Aid* report reflects the baseline position in 2013-14 for those targets. Progress against these targets in 2014-15 will be included in next year's report.
2. See response to question 1.
3. The gender target requires that 80 per cent of investments effectively address gender issues in their implementation regardless of their objectives. It does not require that 80 per cent of investments focus on gender.
4. Achieving the gender target is not linked to the level of aid investment. Rather, the target requires aid investments to adequately address gender issues during their implementation irrespective of their objectives.
5. See response to question four.

QUESTIONS ON NOTICE/IN WRITING

Question No 140

Program: DFAT

Topic: Economic diplomacy

Question in Writing

Senator Wong

Question

- 1. What are the measurable objectives of the Government's economic diplomacy policy?***
- 2. What are the deadlines/targets for these objectives?***

Answer

1. The objectives of the Government's economic diplomacy agenda are to increase the focus of Australia's international engagement on trade, growth, investment and business. Goal setting and reporting is delegated to posts, state and territory offices and Canberra divisions which each prepare annual strategies and report against them.
2. The agenda is implemented through annual economic diplomacy strategies and reports which are due at the end of the year.

QUESTIONS ON NOTICE/IN WRITING

Question No 141

Program: DFAT

Topic: Corporate - Restructure of DFAT and AusAID merger

Question in Writing

Senator Wong

Question

1. Corporate knowledge

- a. How has the Department ensured transfer of knowledge where staff have left?*
- b. How much has the Department spent on consultants to ensure knowledge transfer?*

2. How large is the backlog of former AusAid staff requiring Security Clearances to perform their duties at DFAT?

- a. What level of clearance is required?*
- b. How many former AusAid staff have been cleared?*
- c. How many remain under consideration?*

3. DFAT's divided locations

- a. Budget QoN #408 – there were two branches which were split across the two DFAT office locations as of June with no finalised plan for whether they would be moved back together. Are they still split? Is this permanent? Has there been feedback from staff on how this affects their ability to work effectively as a team?*

4. IT spend

- a. The expected spend on the department's IT integration was \$850k – is this still the case?*

5. Overseas posts

- a. What is the expected number of embassies and high commissions that will be merged with other?*
- b. What is the expected number of embassies and high commissions to close?*

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- c. What is the expected reduction in staff numbers in overseas posts?*
- d. What is the reason for the delay to co-locating our diplomatic presence in Baghdad with the UK?*
 - i. What is the breakdown of the cost of the delay (\$12.9 million) in the current budget?*
 - ii. When is the relocation expected to be complete?*
- e. What is the breakdown of costs associated with the operation of the interim embassy in Kyiv, Ukraine?*
- f. How many staff are engaged in the operation of the embassy?*
- g. Will that number be reduced between now and September 2015?*
- h. What are the functions undertaken by the embassy?*
- i. Is September 2015 still the expected timeframe for the embassy's closure?*
- 6. Which Ambassador and High Commissioner postings were replaced in 2014?**
 - a. Who was appointed to each post?*
- 7. Which Ambassador and High Commissioner postings will be due for new personnel in 2015?**
 - a. Which individuals have been appointed already?*
 - b. Which individuals are being considered for posts later this year?*
- 8. How much has the department spent on consultants to assist with the merging of the two departments?**
- 9. What are the costs of phone bills for Ministerial offices since 18 September 2013?**
- 10. Does the department provide local sim-cards for ministerial staff when they travel to reduce data and phone costs?**
- 11. How much money in grants, purchases for services or similar has the government given in the last 12 months to think-tanks, universities and similar?**
- 12. How much of this has come from the aid budget?**

Answer

- 1. a. Knowledge management is an ongoing responsibility of all staff. On moving position or leaving the organization, staff are required to follow specific handover guidelines designed to ensure continuity of performance across the

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department. Recognising the importance of knowledge transfer, the department has created a Knowledge Management Unit, which is developing a knowledge and information management framework specific to DFAT.

b. \$0.

2. DFAT recognised the Negative Vetting Level 1 (NV1) or Secret security clearances held by all former AusAID staff, which enables former AusAID staff to perform their duties in the department until they hold a Negative Vetting 2 clearance (see below).

a. All Ongoing staff in DFAT are required to hold a Negative Vetting Level 2 (NV2) clearance (formerly known as Top Secret). This requirement applies to Ongoing officers based in Australia and serving overseas on long term posting.

b. Of the 1,378 former AusAID staff that came to DFAT with a clearance below NV2 (at NV1 or Secret), 604 have been actioned, with 339 clearances now upgraded to NV2, and 265 NV2 upgrades currently in process.

c. As at 18 March 2015, 774 upgrades to NV2 await action. DFAT has implemented a dedicated program to upgrade the clearances of former AusAID staff not holding a NV2 clearance. Priority action is allocated to cases where a former AusAID staff member not holding a NV2 clearance is selected for long term overseas posting, has been promoted, or where a critical operational requirement is identified.

3. The two branches referred to in QoN #408 (June 2014) were relocated on 3 October 2014. The relocation consolidated each branch in one location. Staff feedback advised that fragmentation of business areas over multiple locations had impacted on operational efficiencies. The relocation on 3 October 2014 resolved this issue.

4. a. The total amount expended on consultancies toward integration was approximately \$850K. The total estimated investment on the department's IT integration is approximately \$21 million.

5. a. No Embassies and High Commissions will be merged.

b. There are no plans to close any Embassy and High Commission. The Interim Embassy in Kyiv is in place until September 2015.

c. On 31 January 2015, DFAT had 803 A-based positions overseas.

The department keeps overseas positions under regular review depending on emerging and changing government priorities.

d. With the deterioration of the security environment in Iraq and the consequent increase of Australia's presence, the Foreign Minister decided not to

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proceed with co-locating the Australian mission within the British compound due to the limited space available. Foreign Minister Bishop officially informed her UK counterpart (Foreign Minister Hammond) in November 2014.

i) The department initially received \$27.4 million and \$8.2 million in 2014-15 in departmental operating and capital appropriations respectively for security arrangements in Baghdad. The department received an additional \$12.9 million in departmental operating appropriation for continuation of Australia's operations until 30 June 2015 in the existing mission. All of this funding is for one year only.

ii) The planned relocation of the Australian mission within the British Compound will not proceed.

e. Departmental appropriation for establishment and operation of the Interim Embassy in Kyiv is \$4.9 million in 2014-15 and \$1.7 million in 2015-16 from 1 October 2014 until 30 September 2015. The department also received \$2.8 million in capital appropriation for establishing the temporary Kyiv embassy.

f. HOM-designate, Doug Trappett, arrived in Kyiv in January 2015 and is supported by A-Based and Locally Engaged Staff. It has been a long-standing departmental practice not to provide the number of DFAT APS staff at individual posts.

g. No.

h. Providing support to ongoing AFP efforts relating to Malaysia Airlines MH17 tragedy and normal diplomatic representation including reporting and advocacy of Australia's national interests.

i) Yes. The Government will review the ongoing need for an embassy in Kyiv post-September 2015.

6. The following individuals were appointed to Ambassador and High Commissioner positions in 2014.

Name	Position	Post
Mark Sawers	Ambassador	Addis Ababa
James Larsen	Ambassador	Ankara
Sue Langford	High Commissioner	Apia
John Griffin	Ambassador	Athens
Paul Robilliard	Ambassador	Bangkok

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David J Ritchie	Ambassador	Berlin
Patrick Lawless	Ambassador	Brasilia
Mark Higgle	Ambassador	Brussels
Noel Campbell	Ambassador	Buenos Aires
Peter Doyle	Ambassador	Dili
John Quinn	Ambassador	Geneva (UN)
Rod Smith	High Commissioner	Kuala Lumpur
Nick McCaffrey	Ambassador	Lima
Alexander Downer	High Commissioner	London
Martin Quinn	High Commissioner	Nauru
Stephen Brady	Ambassador	Paris
Terry Beven	Ambassador	Pohnpei
Susan Coles	High Commissioner	Port Louis
Mike Rann	Ambassador	Rome
Margaret Twomey	Ambassador	Suva
John Williams	Ambassador	Vientiane

7. See response to QoN 25.

a. The following individuals have been appointed to Ambassador and High Commissioner positions in 2015.

Name	Position	Post
Glen Miles	Ambassador	Beirut
Neil Hawkins	Ambassador	Cairo
Suzanne McCourt	Ambassador	Harare
Paul Grigson	Ambassador	Jakarta
Matthew Anderson	Ambassador	Kabul
Warren Hauck	Ambassador	Kuwait City
Doug Trappett	Ambassador	Kyiv
John Feakes	High Commissioner	Nairobi
Virginia Greville	Ambassador	Madrid
Gillian Bird	Ambassador	New York

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		(UN)
Tony Negus	High Commissioner	Ottawa
Brian Pontifex	Ambassador	Paris OECD
Adam McCarthy	High Commissioner	Pretoria
Nicholas Coppel	Ambassador	Rangoon
Ralph King	Ambassador	Riyadh

b. Appointments are not made public until agreement has been received from the host country.

8. \$856,254.

9. \$143,001.

10. Yes, where practicable.

11 & 12. DFAT manages extensive programs and contracts in partnership with universities, think tanks and similar organisations. It would entail significant diversion of resources to collate a response to this question from across the department. In the circumstances, I do not consider that additional work can be justified.

QUESTIONS ON NOTICE/IN WRITING

Question No 142

Program: DFAT

Topic: Media

Question on Notice

Senator Wong

Question

- 1. How many media staff does the department have?*
- 2. How many media staff are located in missions and embassies?*
- 3. Are there any staff with a specific responsibility (along with other duties) for social media either in Canberra or in embassies and missions? What is the total cost of these staff?*
- 4. Does the Minister's office ever censor or edit the tweets and social media of the department?*
- 5. Do any of the ministers offices ever direct staff to mention the Minister's personal twitter 'handle' in tweets?*

Answer

1. The Department has five media liaison officers located in Canberra.
2. There are six dedicated Australian-based media and public affairs officers located in overseas missions.
3. The Department has 1.8 FTE staff dedicated to managing the Department's social media. The provision of social media content is mainstreamed across the Department. The cost of 1.8 FTE staff is \$211,213.
4. No.
5. No.

QUESTIONS ON NOTICE/IN WRITING

Question No 143

Program: DFAT

Topic: Cleaners

Question on Notice

Senator Wong

Question

- 1. Are the cleaners working in DFAT still facing job uncertainty?***
- 2. Is this a violation of the terms of the contract with the existing cleaners?***
- 3. Has the tender process for a new contract been completed?***
- 4. Will a future contract make a change in order to reduce cleaners' job uncertainty?***

Answer

- 1. No.**
- 2. No.**
- 3. Yes.**
- 4. No.**

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QUESTIONS ON NOTICE/IN WRITING

Question No 144

Program: DFAT

Topic: Corporate - DFAT Bargaining Agreement

Question in Writing

Senator Wong

Question

- 1. Has the APSC finalised its approval of DFAT “financial estimates and the Department’s proposed bargaining position”?***
- 2. If not, what is the expected timeline?***

Answer

1. No.
2. The timeframe for approval is not known at this stage.

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QUESTIONS ON NOTICE/IN WRITING

Question No 145

Program: DFAT

Topic: Media - CNY message in The Australian

Question in Writing

Senator Wong

Question

With reference to an advertisement that appeared in the 14 February 2015 edition of The Weekend Australian with the Foreign Minister's picture on it:

- 1. Who paid for the ad?*
- 2. Was the ad approved by the FMO?*
- 3. Did the Minister endorse the message?*
- 4. Did the Minister approve the use of her photograph?*
- 5. Who is Gloria Guo Zou?*

Answer

The Department had no role in this advertisement.

QUESTIONS ON NOTICE/IN WRITING

Question No 146

Program: DFAT

Topic: Cambodia

Question in Writing

Senator Wong

Question

1. *With reference to Budget QoN #27*

a. Has Minister Bishop met with these Ministers again since February?

2. *Australia is providing \$40 million in development assistance for Cambodia to upgrade its ability to export rice and introduce electoral reform.*

a. Please provide more information on these programs.

b. Who are the partners?

c. What is the objective?

Answer

1. Ms Bishop met with Cambodian Prime Minister Hun Sen in the margins of the Asia-Europe Meeting (ASEM) in October 2014 in Milan. Ms Bishop met Hor Namhong, Deputy Prime Minister and Minister of Foreign Affairs and International Cooperation, in the margins of the ASEAN Foreign Ministers Meeting in August 2014 in Nay Pyi Taw. [Ms Bishop met with Sar Kheng, Deputy Prime Minister and Minister of the Interior, on 25 March 2015 in Canberra].
2. Australia is providing \$40 million in development assistance to Cambodia over four years to support rice milling and export, electoral reform, and land mine clearance, as announced by Minister Bishop on 26 September 2014. This funding is additional to the existing annual bilateral aid allocation for Cambodia. Since the announcement, detailed design work and consultation with Cambodia has commenced in the agreed areas of cooperation. The first tranche of extra funding is expected to be expensed this financial year (2014-15).

QUESTIONS ON NOTICE/IN WRITING

Support for rice milling and export will be delivered through the existing Cambodia Agricultural Value Chain (CAVAC) program. CAVAC aims to improve agricultural productivity by developing value chains and stimulating markets through partnerships with relevant Cambodian Government departments and private sector firms engaged in the production, marketing and export of rice. The program is delivered through the Australian managing contractor Cardno Emerging Markets and has been in operation since 2011.

Australia is contributing to electoral reform by supporting improvements to Cambodia's civil registration system. A comprehensive civil registry will help form the basis of future voter lists in Cambodia. Under a project managed by UNICEF, Australia is funding a team of technical experts to help the General Department of Identification to develop a strategic plan. Based on the performance of this first phase, we will consider options for further support. We are working closely with other development partners, including the Japanese Government and the European Union, to ensure that our support is well coordinated.

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QUESTIONS ON NOTICE/IN WRITING

Question No 147

Program: DFAT

Topic: 50th Munich Security Conference

Question in Writing

Senator Wong

Question

- 1. *What was Australia's official involvement at the 50th Munich Security Conference, held from 31 January to 2 February 2014.***
 - a. Did any Australian Ministers attend?***
 - b. Did any former Australian Prime Ministers attend?***

Answer

1. (a) No.
(b) Yes, Mr. Rudd attended.

QUESTIONS ON NOTICE/IN WRITING

Question No 148

Program: DFAT

Topic: India

Question in Writing

Senator Wong

Question

1. On 4-5 September 2014 the Prime Minister visited India with a delegation:

- a. Who were the members of the Australian delegation?***
- b. How many cricketers were in the delegation?***
- c. Of those members which were business representatives, which were political representatives and, which were government employees?***
- d. How was each member invited and on what basis was their invitation issued?***
- e. What were the costs associated with each delegate's participation and how were they covered?***

2. On the week of 12-16 January 2015 Trade and Investment Minister Andrew Robb visited India with a delegation of approximately 450 members:

- a. Who were the members of the Australian delegation?***
- b. How many cricketers were in the delegation?***
- c. Of those members which were business representatives, which were political representatives and, which were government employees?***
- d. How was each member invited and on what basis was their invitation issued?***
- e. What were the costs associated with each delegate's participation and how were they covered?***

Answer

1. Questions relating to the Prime Minister's visit to India in September 2014 should be re-directed to the Department of the Prime Minister and Cabinet.

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QUESTIONS ON NOTICE/IN WRITING

2. Answers relating to the delegation that accompanied Trade & Investment Minister Andrew Robb to India in January 2015 are as follows:

- a. The Australian Business Week in India (ABWI) delegation comprised three staff from the office of the Minister for Trade and Investment, five officials (three DFAT and two Austrade) plus 437 registered representatives from the following companies, institutions and organisations:

Organisation Name	No.of reps
4Tel Pty Ltd	1
AAMC TRAINING GROUP PTY LTD	1
Access Petrotec & Mining Solutions	2
Aconex Limited	1
acQuire Technology Solutions Pty Ltd	1
Adani Mining Pty Ltd	1
Agritechnology Pty Ltd	1
AICA Engineering Pty Ltd	1
Alcoa India Private Limited	1
Allens	1
Altios Australia	1
Analytical Reference Laboratory WA	3
Andatech Corporation Pty Ltd	2
ANTHEMION CONSULTANCIES	2
ANZ Banking Group Limited	11
APJAY PTY LTD	1
Applied Professional Services Pty Ltd	1
ARA	1
ARRB Group & IRSM	1
ARRB GROUP LTD	1
Asian Australian Lawyers Association	1
Atlas Iron	2
Aurizon Operations Limited	3
AusHeritage/India Vision Institute	1
AUSLAND EXPORT PTY LTD	1
Australasian Centre for Health and Human Rights	1
AUSTRALIA INDIA BUSINESS COUNCIL	1
Australia India Business Council Limited	3
Australia India Business Council Queensland	1
Australia India Institute	1
Australia India Institute (QLD) - Uni of Melbourne	1
Australian Chamber of Commerce and Industry	1
Australian College of Trade Pty Ltd	1
Australian Council for Educational Research	1
Australian Council for Private Education and Training	1
Australian Football League	1

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Australian Grape and Wine Authority (Wine Australia)	1
Australian National Maritime Museum	1
Australian Rural Exports Pty Ltd	3
Australian Vintage	1
Australian Water Association	2
Axessindia Consultancy Group	1
Baker & McKenzie	1
BDO Advisory (SA) Pty Ltd	1
Belrose Care ACK Pty Ltd ATF The J Markoff Family Trust	1
BHP Billiton	1
BHP Billiton Marketing Services India Pvt Ltd	1
Biotech Trading Pty Ltd	1
Blackmores Limited	1
Bradken Limited	1
Brindco Sales Limited	2
Bundaberg Walkers Engineering Ltd	2
BurnVair corporate finance	1
Calix Limited	1
Canterbury College	1
Central Queensland University	1
Centre for Accident Research and Road Safety - Queensland QUT	1
Cerule India Advisory	2
Chamber of Commerce and Industry of WA	1
Chamberlain Veterinary Services Pty Ltd	1
Charles Darwin University	2
Charles Sturt University	1
Charlton Brown Pty Ltd	1
Clifford Chance	1
Cochlear Limited	2
Cogitate Consulting Pty Ltd	2
Commonwealth Bank of Australia	4
Concepts Coach (AUS)	1
Conrad Gargett Riddell	1
Cooee Asia Pty Ltd	2
Cook Medical Australia	4
CRC CARE	1
CRC for Water Sensitive Cities	1
Crowe Horwath (Aust) Pty Ltd	2
CSIRO	4
Curtin University of Technology	3
Dairy Australia	1
Dairy Innovation Australia Limited	1
Darren Lehmann Cricket Academy	2
Dassault Systemes Geovia Australia PTY LTD.	1

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QUESTIONS ON NOTICE/IN WRITING

Dassault Systemes Geovia Pvt Ltd.	1
DCI Electrical Services (WA)	1
Deakin University	4
DEC International	1
Department of State Development Government of South Australia	1
Department of the Environment, Govt. of Australia	1
Digital Electronics Corporation Australia Pty Ltd	1
Director International Development	1
Dover Fisheries Pty Ltd	1
Downer EDI Limited	2
DTI Group Ltd	1
EastWest Academy Pty Ltd	1
Education Research Solutions	1
Elanra Pty Ltd	1
Elysium Hills Pty Ltd	1
EMA Lysright	1
Enduro Tags Pty Ltd	1
Envirostream Solutions Pty Ltd	2
Ernst & Young	2
Ernst & Young	6
eWater	2
Exemplar Performance Advantage Pty Ltd	1
Export Finance and Insurance Corporation	2
Federation University Australia	1
Flavourtech Pty Ltd.	1
Fletcher International Exports	1
Flinders Biomedical Enterprises	2
Flinders Ranges Premium Grain Pty Ltd	1
Flovac Vacuum Sewerage Systems Pty Ltd	1
Fonterra Australia	1
Food Innovation Australia ltd	1
Fraser	1
Frontier Merchants Pty Ltd	1
Geoscience Australia	2
Geosun Pty Ltd	1
GHD Pty Ltd	1
Global Community Sports	1
Global Road Technology Australia Pty Ltd	1
Golder Associates Pty Ltd	1
Goodman Fielder Limited	1
Goulburn Ovens Institute of TAFE	1
Government of Queensland, India Office	1
Government of Victoria, Australia \ India office	1
Government of Western Australia Trade and Investment Office	1

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QUESTIONS ON NOTICE/IN WRITING

Grange Resources Ltd	1
Gravity Consulting Services Pty Ltd	1
Griffith University	1
Hancock Prospecting Pty Ltd	2
Harice Pty Ltd	1
Harry & Larry's Ice Cream	1
Health and Patient Services Pty Ltd	2
Health Careers International Pty Ltd	1
Health Integra Pty Ltd	1
Heraud Training & Education Australia Pty Ltd	1
Hetronic Australia	1
Hindustan Global Resources Pty Ltd.	1
Hockey Australia	1
Hofmann Engineering Pty Ltd	1
Holistic Business Developers (Chartered Accountants)	1
Horizon Science Pty Ltd	1
Horticulture Innovation Australia	1
HSBC Bank Australia Limited	1
Hydro Tasmania	2
Hydronumerics Pty Ltd	2
ICE WaRM	1
India Australia Strategic Alliance	3
India Resources Limited	1
Induspect Pty Ltd	1
Infraex Pty. Ltd.	1
Innovative Farm Imports Pty Ltd	1
Institute of Health and Nursing Australia	2
Integrated Accountants Pty Ltd	1
International Education Association of Australia	1
Iron Road Limited	1
Jacobs Group (Australia) Pty Ltd	1
James Cook University	2
James Cook University Australian Institute of Tropical Health & Medicine	1
Kagome Australia	1
Kourispower Pty Ltd	4
KSI Global Australia Pty Ltd	1
Leading Age Services Australia - WA	1
Loadpro Pty Ltd	2
LPA Partners Pty Ltd	1
Lunchbox Uprising	1
Mack Valves Pty Ltd	1
Macquarie Capital Securities (India) Pvt. Ltd.	1
Macquarie Infrastructure and Real Assets (Asia) Limited	2

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QUESTIONS ON NOTICE/IN WRITING

Macquarie University	6
MAK Industrial Water Solutions	1
Manning Mining Pty Ltd	1
Marand Precision Engineering Pty Ltd	1
Martin Small Consulting	1
MBDEnergy LTD	1
Melbourne Machine Tools Pty Ltd	1
MetroCount	2
Midwest Traffic Controllers Pty Ltd	1
Mineral Technologies	1
Mintech Trust Account	1
Mobius Medical	1
Modular Mining Systems Pty Ltd	1
Monash College Pty Ltd	1
Moorabbin Flight Training Academy Pty. Ltd.	1
Mulwarra Export Pty Ltd	1
Murdoch Media	1
Murray-Darling Basin Authority	1
MyFlex Health International	2
MyTravelResearch.com Pty Ltd	1
Narrowcasters Pty Ltd	1
National Australia Bank Limited	7
National ICT Australia	1
National Party of Australia	1
New South Wales Government	1
Newcastle Innovation	1
Northern Territory Government Department of Business	1
Northern Territory International Education & Training Hub	1
Nova Vita Wines	1
NSL Consolidated Limited	1
nTouch Holdings Pty Ltd	1
Office of Horticultural Market Access	1
OGM Technical Institute Pty Ltd	1
Oilex Ltd.	1
Orange Brick Estate Agents	1
Orica Australia Pty Ltd	2
Ormsby Design Group	1
Oz Group Co-op Ltd	1
Padgham & Cox Pty Ltd	1
Pernod Ricard Winemakers	1
Peter MacCallum Cancer Centre	1
Phoenix Eagle Company Pty Ltd	1
Physiotherapists Aged Care	1
Pitcher Partners	1

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QUESTIONS ON NOTICE/IN WRITING

Populous	2
QIMR Berghofer Medical Research Institute	1
Queensland Department of Natural Resources and Mines	1
Queensland University of Technology	4
Rahul Gupta	1
Rail Personnel (Aust) Pty Ltd	1
RayGen Resources Pty Ltd	1
RBA Architects + Conservation Consultants Pty Ltd	1
READ Cased Hole Limited	1
Reanda Australia Pty Ltd	1
Rinstrum Pty Ltd	1
RMIT University	1
Rubicon Water	1
Rum Jungle Resources	1
RungePincockMinarco Ltd	1
SAE Institute	1
Salaam Namaste	1
Salt Water Strategics Pty Ltd	1
Salva Pty Ltd	1
Sanitarium Health and Wellbeing	1
Sanjuku International	1
Selected Seeds	1
Sensen Networks Pty Ltd	1
Sethi Rajesh & Co. Pty Ltd	1
Shawsett Training Pty Ltd	2
SHP (Sue Hodges Productions Pty Ltd)	1
Simtars	1
Sivam Krish Pty Ltd	1
SMEC Holdings Limited	1
SMEC International Pty Ltd	9
Solaft Filtration Solutions	1
Sport Education & Development Australia	1
Sporting Edge Communities Trust	1
Sportstec	1
Sri Kumar Kappadath	1
Standard Chartered Bank	1
Standards Australia	1
Strategic Safety Solutions Pty Ltd	1
StudyNSW	1
StumpJump Foundation	1
Suda Ltd	1
SWA Water Australia Pty Limited	1
Sydac Pty Limited	2
Sydney Airport Corporation Limited	2

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QUESTIONS ON NOTICE/IN WRITING

TAFE NSW – Sydney Institute	1
TAFE NSW – Western Institute	2
Telstra Corporation	4
The Australian National University	1
The Chamber of Minerals & Energy WA	1
The George Institute For Global Health	1
The Goyder Institute for Water Research	1
The Sentient Group	1
The Sovereign Hill Museums Association	1
The University of Melbourne	1
The University of Queensland	3
The Vet Group	1
The Yoghurt Shop	1
Thiess Contractors Indonesia	1
Thiess Pty Ltd	2
Topper's Mountain Wines	1
Toro Energy Limited	2
Trackside Intelligence Pty Ltd	2
Trade and Investment Queensland	3
Trakblaze Pty Ltd	1
Treasury Wine Estates	2
Trimble Planning Solutions Pty Ltd	1
TTG Transportation Technology Pty Ltd	1
UGL Limited	1
Ulupna Winery	1
United Homes Australia	1
University of Adelaide	1
University of New South Wales	2
University of Sydney	2
University of Tasmania	1
University of Western Sydney	6
University of Wollongong	1
UNSW Australia	1
URaP International Consulting Services	2
Urban Research and Planning Pty Ltd	1
Urban Water Solutions	1
Valiant Resources Pty Ltd	2
Vara Lakshmi PTY LTD	1
Venture India Pty Ltd	2
VIC State Government	1
VicRoads	1
Victoria University	1
Victorian Employers' Chamber of Commerce and Industry	1
Victorian Institute of Technology Pty Ltd	1

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QUESTIONS ON NOTICE/IN WRITING

Vocational Education Training & Employment Australia Limited	1
Water Industry Alliance	1
WaterEd Australia Pty Ltd	1
Welling Enterprises	1
Western Australian Trade Office	1
Westpac Banking Corporation	3
Wise Water Solutions Pty Ltd	2
Wollongong Coal Ltd	1
Woodside Energy Limited	4
Zoyu Digital	1
Total	437

- b. The Department is aware of one former Australian Test cricketer who participated in the delegation in his capacity as Managing Director of one company.
- c. The registered delegation of 437 included:
- 362 business representatives
 - 57 representatives from educational institutions
 - 1 political representative
 - 17 government employees (6 Federal, 11 State)
- d. The opportunity to participate in ABWI was advertised to Australian businesses through an electronic Direct Mail (eDM) campaign conducted by Austrade in October and November 2014. A total of 14,211 contacts from 7,257 organisations received invitations to participate through this eDM campaign. These contacts were sourced from Austrade's client management database. In addition, Austrade provided relevant federal, state and territory government counterparts and industry associations with a hyperlink to the ABWI registration page and invited them to circulate this link to their own business contacts.
- e. Each registered delegate met their own travel, accommodation and incidental costs. Direct costs associated with the official ABWI program (\$1.2 million) were covered through a combination of Austrade funding (\$0.9 million) and corporate sponsorship (\$0.3 million).

QUESTIONS ON NOTICE/IN WRITING

Question No 149

Program: DFAT

Topic: PNG

Question in Writing

Senator Wong

Question

- 1. *What is the cost of Security for 2018 APEC meeting in Papua New Guinea?***
 - a. *Which budget will these funds be allocated under?***
 - b. *Which agencies will be involved?***
- 2. *Is PNG on track to meet most of the millennium development goals? If not, why not?***
- 3. *How are Australian investments helping in areas to reach the MDGs?***
- 4. *What are some of the results of Australian aid programming in PNG, for example in supporting women's empowerment?***
- 5. *The recent Performance Report of Australian Aid committed the Government to spending 30 per cent of investments in PNG on private-sector led growth initiatives.***
 - a. *Can the Department explain what this means?***
 - b. *What sorts of investments will this include?***
- 6. *Given the recent budget cuts, will there be any additional money for PNG?***
- 7. *How does the Department intend to ensure the investments in private sector led growth benefit the poorest people?***
 - a. *What concrete actions will the Department take to ensure this?***
- 8. *How will the Department be complementing these investments with ensuring private-sector led growth in PNG is also respectful of human rights and natural resources?***
 - a. *What safeguards will be put in place alongside these investments?***
- 9. *How much of the 30% of investment in private-sector led growth in PNG will go towards investments in safeguards and building a private sector that respects human rights?***

QUESTIONS ON NOTICE/IN WRITING

Answer

1. The Australian Government is developing a security assistance package in consultation with the Papua New Guinea (PNG) Government to support PNG's hosting of APEC in 2018. The cost will depend on the outcome of negotiations between Australia and PNG on the shape and composition of the package.
 - The budgets from which a security assistance package is funded will be determined by its shape and composition.
 - The agencies participating in a security assistance package will be determined by its shape and composition.
2. PNG is not on track to meet any of the Millennium Development Goals (MDGs), and is currently placed 156th out of 187 countries in the composite UN Human Development Index. The PNG Government is currently working with the United Nations Development Program to undertake a comprehensive assessment of how PNG has tracked in achieving both the global MDGs and national targets. This information is expected to be available at the end of 2015.
3. Australian investments support PNG's efforts towards meeting development goals and targets, including in those areas covered by the current MDGs. For example, Australia's investments in the health and HIV sector in PNG are improving the rate of skilled birth attendance, as well as access to family planning and child health. Australia's support for the education sector is helping the PNG Government to improve access to quality education, particularly for women and girls, and improve skills for employment and income generation. Australian investments are helping to foster women's leadership and economic empowerment, and to end violence against women and girls through targeted programs and across sectors. In recognition of the PNG Government's sovereign responsibility for service delivery, Australian assistance is also helping PNG manage its revenue base to increase poverty reduction efforts, including by promoting effective policy and budgetary allocations.
4. Australia's aid program in PNG is enhancing women's voice in decision-making, leadership and peace-building; promoting women's economic empowerment; and combating family and sexual violence. Some key results include:
 - assistance to the PNG Government for the introduction of a national Gender Equity and Social Inclusion (GESI) Policy for the public service,

QUESTIONS ON NOTICE/IN WRITING

aimed at improving women's career paths and increasing their safety at work;

- an increase in female village court magistrates from 10 in 2004 to approximately 900 in 2013; and
- improved safety for women in Port Moresby produce markets so they can trade without fear of sexual and other physical violence, through the UN Women Safe Cities program.

Additional examples of aid program results are available in the 2013-14 Aid Program Performance Report on the DFAT website

<http://www.dfat.gov.au/about-us/publications/Pages/papua-new-guinea-aid-program-performance-report-2013-14.aspx>).

5. The 2014 Assessment of Australia's aid program in PNG recommended that Australia reprioritise 30 per cent of the current aid program over the following three years to fund initiatives focused on private sector-led growth and aid for trade. This means that Australia will be providing 30 per cent of its aid to PNG in areas which contribute directly to sustainable and inclusive economic growth. This support will be a catalyst for increased employment and income. Examples of such support include increasing access to markets through the construction of transport infrastructure; increasing the pool of skilled labour through provision of technical and vocational training; increasing economic participation of women through targeted business development programs; greater access to financial products and information; and enabling local businesses to better understand export requirements.
6. On 15 December 2014, the Treasurer announced changes to the aid budget as part of the Mid-Year Economic and Fiscal Outlook (MYEFO). The impact of the revised profile on funding allocations to individual programs will be determined through the 2015-16 budget process.
7. Poverty reduction is a central priority under Australia's aid policy. Private sector development investments will, as with other sector investments, be required to address this priority. The Department is currently developing a Private Sector Development strategy which will provide further guidance on how work in this area will contribute to poverty reduction, including relevant performance measurement. The Department is also investing in increased analytical capacity (including in partnership with other organisations) to boost our capacity to identify which private sector support initiatives will achieve the largest poverty impact. The Department's private sector development activities as with other sectors is subject to evaluation from the Office of Development Effectiveness and other external review processes that assess the effectiveness of the Department's poverty reduction efforts.

QUESTIONS ON NOTICE/IN WRITING

8. Australian Government assistance in the governance and law and justice sectors, and for gender equality, will continue to promote respect for human rights and effective management of national resources in PNG. All Australian assistance follows a process of design and review and is subject to ongoing monitoring processes. These processes include consideration of sustainability, as well as the impact of the program on the environment, gender equality, children and fraud risk. An extensive risk-management system is in place for all programs and delivery partners are selected with consideration given to the effectiveness of their safeguards in these areas.
9. All Australian assistance aims to support sustainable and inclusive economic growth. Sustainable and inclusive growth necessitates respect for human rights.

QUESTIONS ON NOTICE/IN WRITING

Question No 150

Program: DFAT

Topic: Aid - Banking and aid

Question in Writing

Senator Wong

Question

- 1. *Is DFAT giving official development assistance (ODA) funds to any of the ANZ bank, Commonwealth Bank, National Australia Bank or Westpac?***
- 2. *If not, where does the \$500,000 that the ANZ has stated (on 15 August at the JSCFADT) is being paid to them by DFAT come from?***
- 3. *If so, can the Department please provide details of the total amount of ODA paid and the frequency of payments for each bank receiving ODA funds?***
- 4. *Can the Department also provide details of any future payments that have been agreed to and the time frames for these?***
- 5. *If these payments are from ODA funds, did DFAT enter into any discussions with these institutions prior to signing the MOUs about their human rights policies and practices? What was the nature of these discussions?***
- 6. *What are the other conversations have DFAT had about the requirements for these institutions to meet, as part of discussions on becoming a recipient of ODA?***
- 7. *Provide details of any MOUs associated (date of commencement, counties covered by the agreement).***

Answer

1. DFAT is not giving ODA directly to any of these banks.
2. Funding to increase access to bank services for poor people in the Pacific has been provided to Westpac and ANZ's Pacific operations by the International Finance Corporation (IFC) and the United Nations Capital Development Fund (UNCDF) both of which receive funding from DFAT.

QUESTIONS ON NOTICE/IN WRITING

3. See Q1.
4. See Q1.
5. The MOUs with Westpac and ANZ focussed on Pacific operations contain no financial commitment. The MOUs include principles on Inclusivity, Gender Equality and Child Protection with the aim of protecting the most vulnerable groups in the community and ensuring they benefit equally from development cooperation activities implemented under the MOU.
6. See Q1.
7. Minister Bishop signed a three year MOU with Westpac on 8 September 2014. The partnership focuses on Papua New Guinea and Fiji, identifying areas where DFAT and Westpac will share their respective strengths, experiences, technologies and resources to help support economic growth and financial inclusion.

Minister Bishop signed a three-year MOU with ANZ on 18 February 2015 to enhance economic growth across the Pacific region. The ANZ partnership will initially focus on mobile banking services, innovative approaches for financing small-medium businesses and joint financing of infrastructure projects.

QUESTIONS ON NOTICE/IN WRITING

Question No 151

Program: DFAT

Topic: Ambassador for Women and Girls

Question in Writing

Senator Wong

Question

- 1. *Natasha Stott Despoja was appointed the Ambassador for Women and Girls in December 2013.***
 - a. What activities has she undertaken since her appointment?***
 - b. What is the value or purpose of each activity?***
 - c. Which foreign governments and international organisation has she engaged with?***
 - d. What has the outcome of each of these engagements been to date?***
 - e. What international travel has she undertaken since her appointment?***
 - f. What was the nature and purpose of each occasion of international travel?***
 - g. What were the outcomes of each occasion of international travel?***
 - h. What are the costs associated with all of her duties?***

Answer

(a, b) Activities and their purpose

Ambassador Stott Despoja has represented Australia at high-level bilateral, regional and multilateral meetings and events, as well as high-profile domestic events with a focus on Australia's international efforts to promote gender equality. In addition, she has conducted extensive outreach to advance the empowerment of women and girls in Australian and international media.

The purpose of these activities is to:

- promote gender equality and the empowerment of women and girls, with a particular focus on the Australian Government's priorities of:
 - women's leadership

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- women's economic empowerment
 - eliminating violence against women and girls
- advocate for, and showcase, Australia's gender equality programs and policies
- strengthen global cooperation to end gender inequality (including by encouraging other countries to appoint ambassadors with a role equivalent to that of Australia's Ambassador for Women and Girls).

(c, d) Foreign government and international organisation engagements and outcomes

Ambassador Stott Despoja has visited 17 countries since her appointment in December 2013, with a focus on the Indo-Pacific region. These include: Burma; Cambodia; China; Fiji; India; Indonesia; Madagascar; Malaysia; Mauritius; Nauru; Papua New Guinea; Solomon Islands; South Africa; Tonga; UK; US; Vanuatu (see table below for more detail). She has made repeat visits to some locations to attend major multilateral events, such as the US for the UN Commission on the Status of Women (CSW) and the UN Open Debate on Women Peace and Security. In addition, the Ambassador has completed extensive programs of bilateral meetings with other governments, international organisations and civil society partners in the margins of multilateral events such as CSW, the APEC Women and the Economy Forum (China, May 2014), the Global Summit to End Sexual Violence in Conflict (UK, June 2014), and the Australian-hosted Indian Ocean Rim Association Women's Economic Empowerment Dialogue (Malaysia, August 2014).

The Ambassador has also participated in visits to Australia by international delegations whose programs have focused on gender equality issues, and has spoken at international conferences in Australia organised by government, academia and development partners. She has met regularly with members of the diplomatic corps in Australia to promote cooperation on women's empowerment.

Outcomes of the Ambassador's bilateral, regional and multilateral engagement include: promotion of Australia's policies and programs to advance gender equality; strengthened cooperation on Australia's priorities; the launch of new Australian-supported programs and projects to empower women and girls; and enhanced international focus on the Indo-Pacific as a region requiring significant attention to gender equality issues.

To list all engagements and outcomes since the Ambassador's appointment in December 2013 would require an unreasonable diversion of resources.

(e, f, g) Summary of international travel, purpose and outcomes

Date	Place	Nature and purpose	Outcomes
2015			
February	Burma, Cambodia	Bilateral visit	Advanced bilateral cooperation on women's economic empowerment and ending violence against women and girls, including trafficking. Advocated for the

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			promotion of gender equality in Burma's reform agenda. Launched new gender equality programs. Positive and extensive local and Australian media coverage.
2014			
November	Fiji	Bilateral visit to mark International Day for the Elimination of Violence Against Women, including participation in regional conferences on the engagement of the private sector to end violence against women.	Promoted gender equality as an area of strong bilateral cooperation, particularly on women's economic empowerment and ending violence against women and girls. Identified regional best practice for private sector to end violence against women. Launched new gender equality programs. Positive and extensive local and Australian media coverage.
October	US	Represented Australia at the UN Security Council Open Debate on Women, Peace and Security (WPS).	Advanced Australia's advocacy to strengthen the WPS agenda.
October	India	Bilateral visit in conjunction with International Day of the Girl Child.	Strengthened our bilateral cooperation on girls' leadership, women's economic empowerment and ending violence against women and girls. Promoted Australia's gender equality policies and programs. Launched new gender equality programs. Positive and extensive local and Australian media coverage.
September	South Africa, Mauritius, Madagascar	Accompanied Minister Bishop on a visit to IORA members, to advance regional approaches to the promotion of gender equality.	Promoted Australia's bilateral and regional cooperation on women's economic empowerment, women's leadership, maternal and child health, access to education and ending violence, trafficking and slavery.

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			Positive and extensive local and Australian media coverage.
August	Malaysia	Chaired the Australian-hosted IORA Women's Economic Empowerment Dialogue Event, and conducted a bilateral program.	Promoted regional cooperation through IORA to support women's economic empowerment. Developed recommendations for the mainstreaming of gender equality across the IORA agenda.
July	Tonga	Hosted the inaugural Pacific Women Policy Makers' Dialogue, participated in the Pacific Women Parliamentary Partnerships Forum and conducted a separate bilateral program.	Advanced Australia's cooperation with the Pacific to promote Pacific women's leadership and political representation. Identified new measures to support Pacific women's leadership. Positive and extensive local and Australian media coverage.
June	UK	Led Australia's delegation to the Global Summit to End Sexual Violence in Conflict.	Promoted Australia's global engagement on the Women, Peace and Security agenda. Ensured regional perspectives from the Asia-Pacific were reflected in discussions and outcomes. Signed the Summit Statement of Action on Ending Sexual Violence in Conflict.
May	China	Led Australia's delegation to the APEC Women and the Economy Forum.	Advanced the mainstreaming of gender equality considerations across the broad APEC agenda. Negotiated for a practical and outcome-oriented Strategic Workplan for women's economic participation in APEC. Positive local media coverage.
April	Papua New Guinea	Bilateral visit.	Promoted stronger bilateral cooperation on women's leadership, economic empowerment and addressing family and

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			sexual violence. Launched new gender equality programs. Positive and extensive local and Australian media coverage.
March	US	Attended the UN Commission on the Status of Women (CSW), followed by a bilateral program in Washington.	Promoted Australia's negotiating priorities, helped secure strong language in the CSW Agreed Conclusions on Australia's key priorities. Promoted Australia's global work to empower women and promote equality.
February	Indonesia	Represented Australia at the ASEAN Commission on the Promotion and Protection of the Rights of Women and Children, to promote Australian cooperation with ASEAN to empower women.	Advanced Australia's bilateral and ASEAN regional cooperation on issues such as women's leadership, maternal and child health, women's empowerment, trafficking and slavery. Positive and extensive local and Australian media coverage.
2013			
December	Nauru, Solomon Islands, Vanuatu	Participated in bipartisan parliamentary delegation visit to the Pacific.	Ensured a strong focus on gender equality and promoted Australia's regional cooperation on women's empowerment.

(h) Costs

The Ambassador is paid in accordance with rates set by the Remuneration Tribunal.

Costs associated with her international and domestic travel and outreach totalled \$93,000 in FY 2013-14 and, from 1 July 2014-26 February 2015, \$108,000. On a number of occasions the Ambassador has had a DFAT officer accompany her on official visits.

The Ambassador's work is supported by the Office of the Ambassador for Women and Girls, a small, dedicated secretariat within the Multilateral Policy Division.

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QUESTIONS ON NOTICE/IN WRITING

Question No 152

Program: DFAT

Topic: 56

Question in Writing

Senator Wong

Question

- 1. *How many departmental officials travelled to the United Nations General Assembly Leaders week in 2014? And 2013?***
- 2. *How many Ministers travelled to the United Nations General Assembly Leaders week in 2014? And 2013?***
- 3. *How many rooms did the department book?***
- 4. *What was the cheapest room?***
- 5. *What was the most expensive?***

Answer

1. In 2014, six DFAT officials travelled to New York as part of the core delegation for UNGA 69 Leaders' Week. Six other DFAT officers travelled to New York for specific forums/summits/conferences held in conjunction with Leaders' Week, or to provide support to the non-UNGA elements of the Prime Minister's visit. In 2013, ten DFAT officials (five from DFAT Canberra, two from AusAID, HOM Geneva UN and two from the Embassy in Washington to provide support to Post) travelled to UNGA 68 Leaders' Week.
2. In 2014, the Foreign Minister travelled to Leaders' Week from 18-23 September and the Prime Minister from 24-26 September. In 2013, one Minister (Foreign Minister) came for Leaders' Week.
3. The department booked 10 rooms for DFAT officials.
4. The cheapest room was USD 459 per night.
5. The most expensive room was USD 559 per night.

QUESTIONS ON NOTICE/IN WRITING

Question No 153

Program: DFAT

Topic: 56 - United Nations Climate Change Conference 2015 (Paris, France - December)

Question in Writing

Senator Wong

Question

- 1. 2015 is a significant year for international cooperation and action with UN negotiations on the Sustainable Development Goals, Development Finance and a Framework Convention on Climate Change. Can the Department confirm that the Government has pledged \$200 million to the UN's Green Climate Fund to support developing countries to reduce their emissions and mitigate the effects of climate change. Has this been paid?**
 - a. What further steps is Australia taking to ensure international agreements on climate change, sustainable development, and development finance are addressing the needs of developing countries, particularly our neighbours in the Pacific region?**
- 2. Given that DFAT is responsible for international work on climate change, can the Department outline the process and timing for the PMC taskforce that is developing the Government's climate change commitments for the United Nations Climate Change Conference 2015 in Paris in December 2015?**
- 3. Is there a paper for consultation? When this will be released and will it be a public consultation?**
- 4. If not public, can the Department advise who will be consulted and why this is not a public consultation?**
- 5. Who from the Government will attend the United Nations Climate Change Conference? Will Minister Bishop be chaperoned again this year?**
- 6. Who from the Department will attend the United Nations Climate Change Conference?**
- 7. What is the Department doing to prepare for the conference?**

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Answer

1. Yes. The Government pledged \$200 million over four years to the Green Climate Fund in December 2014. A payment to the GCF has not yet been made. Australia, along with other donors, is currently working to formalise contributions arrangements with the GCF Secretariat.
- .
 - 1.a. Australia is playing its part in an effective international response to climate change, sustainable development and development finance through direct national action, international engagement, and through our aid program. Australia is supporting developing countries, especially in the Indo-Pacific region, to build resilience to climate-related shocks and manage climate change impacts in ways that support economic development.
2. The Prime Minister and the Minister for Foreign Affairs announced the establishment of the task force on 10 December 2014. The taskforce is working within PM&C, has a range of people from different departments on it and is working closely with DFAT, the Department of the Environment, the Department of Industry and Science and the Treasury. The Government has committed to announce a post-2020 target in mid-2015.
3. Yes, in setting the emissions target, the Government welcomes the views and ideas of the Australian community and stakeholders. The issues paper for public consultation was released on 28 March 2015 and submissions can be made until 24 April 2015. Details are available on the Department of the Prime Minister and Cabinet's website: <https://www.dpmc.gov.au/taskforces/unfccc>.
4. Not Applicable
5. Decisions have not yet been made regarding the Government's representation at the United Nations Climate Change Conference of Parties in December.
6. Decisions have not yet been made regarding the Department's attendance at the United Nations Climate Change Conference of Parties in December.
7. The Department is actively preparing for the United Nations Climate Change Conference of Parties, including by engaging constructively in inter-sessional meetings of the UNFCCC and informal meetings, working with partner countries and through the work being done by the PM&C Taskforce.

QUESTIONS ON NOTICE/IN WRITING

Question No 154

Program: DFAT

Topic: 56 - agencies

Question in Writing

Senator Wong

Question

- 1. *When will our existing contributions to the following multilateral funds finish?***
 - a. World Bank***
 - b. Asian Development Bank (ADB)***
 - c. International Monetary Fund (IMF)***
 - d. World Food Program***
 - e. World Health Organisation (WHO)***
 - f. UN agencies***
 - g. Global Alliance for Vaccines and Immunisation (Gavi)***
 - h. The Global Fund (the Global Fund to Fight AIDS, Tuberculosis and Malaria)***
- 2. *When are the replenishment dates for each of the funds' renewal?***
- 3. *What have our contributions to each fund been annually from 2013 to the end of the forward estimates?***

Answer

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Institution	Existing contributions to end	Next replenishment date	Annual contributions since 2013 (FY unless otherwise indicated) 2012 - 2013	2013 – 2014	2014 – 2015	2015 – 2016
World Bank (International Development Association)	April 2025 (Multilateral Debt Relief Initiative)	December 2016 (IDA18)	207 million	218 million	212 million	223 million
Asian Development Bank (Asian Development Fund)	December 2016	May 2016 (ADF XII)	83.08 million	101.09 million	122.20 million	124.87 million
UNAIDS	The 2009-12 UNAIDS-DFAT Partnership Framework is still in effect as it includes a clause whereby it is automatically extended on an annual basis unless terminated by either party. Funds will be provided in 2015/16, although the quantum will not be determined until after the 2015/16 budget.	Annual voluntary core contributions to UNAIDS are typically made in the first half of each calendar year.	<i>Calendar year 2013</i> 7.24 million	<i>Calendar year 2014</i> 7.2 million	<i>Calendar year 2015</i> 7.5 million	Subject to budget allocations
World Health Organisation (WHO)	The 2009-13 WHO-DFAT Partnership Framework is still in effect as it includes a clause whereby it is automatically extended on an annual basis unless terminated by either party. Funds will be provided in 2015/16, although the quantum will not be determined until after the 2015/16 budget.	Annual voluntary core contributions to WHO are typically made in the first half of each calendar year.	<i>Calendar year 2013</i> 20 million	<i>Calendar year 2014</i> 20 million	<i>Calendar year 2015</i> 20.6 million	Subject to budget allocations

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UN Population Fund (UNFPA)	Currently June 2015 (but this will likely be extended by mutual consent to June 2016)	Annual voluntary core contributions to UNFPA are typically made in the first half of each calendar year.	<i>Calendar year 2013</i> 15 million	<i>Calendar year 2014</i> 15 million	<i>Calendar year 2015</i> 15.4 million	Subject to budget allocations
World Food Program	June 2015	TBC (annual contributions, subject to budget allocations)	46 million	46 million	50 million	Subject to budget allocations
UN Office for the Coordination of Humanitarian Affairs	December 2015	TBC (annual contributions, subject to budget allocations)	9 million	9 million	9.3 million	Subject to budget allocations
UN High Commissioner for Refugees	December 2016	TBC (annual contributions, subject to budget allocations)	21 million	19 million	21 million	Subject to budget allocations
UN Development Program	Currently June 2015 (but this will be extended by mutual consent to June 2016)	One payment per calendar year – typically in the second half of the year	20.66 million	20.66 million	21.2 million	Subject to budget allocations
UNICEF	Currently June 2015 (but this will be extended by mutual consent to June 2016)	One payment per calendar year – typically in the second half of the year	34.1 million	34.1 million	34.4 million	Subject to budget allocations
Gavi, the Vaccine Alliance	December 2020	2020	47.5 million	52.5 million	50 million	Subject to budget allocations
Global Fund to Fight AIDS, TB and Malaria	December 2016	2016	59.8 million	100 million	104 million	Subject to budget allocations
International Monetary Fund (IMF) *	N/A	N/A	N/A	N/A	N/A	N/A

*The QoN appears to address core funding – the Australian aid program provides a small amount of non-core funding for technical assistance through the IMF (\$4.9 million in 2013 – 2014 and \$250,000 in 2014 – 2015).

QUESTIONS ON NOTICE/IN WRITING

Question No 155

Program: DFAT

Topic: New Colombo Plan

Question in Writing

Senator Wong

Question

1. General

- a. What are the economic objectives of the New Colombo Plan?*
- b. How are these objectives measured?*
- c. What are the social objectives of the New Colombo Plan?*
- d. How are these objectives measured?*

2. 2014 pilot

- a. What were the findings of the New Colombo Plan's 2014 pilot phase in Indonesia, Japan, Singapore and Hong Kong in 2014?*
- b. Has an evaluation of the 2014 pilot taken place?*
- c. Who conducted the evaluation?*
- d. What were the findings of the evaluation?*
- e. How did the New Colombo Plan's 2014 pilot perform against each of its four key performance indicators listed in the budget statement?*

3. 2015

- a. How are the findings of the pilot evaluation being applied to the wider rollout of the New Colombo Plan?*
- b. What are the key performance indicators for the 2015 wider rollout of the New Colombo Plan?*
- c. How were these indicators set?*

QUESTIONS ON NOTICE/IN WRITING

Answer

1.a The relevant objectives of the New Colombo Plan include increasing the work ready skills and regional capability of Australian undergraduates; supporting strengthened institutional and business linkages with the region; new or enhanced partnerships between universities and the private sector; and helping young Australians build a professional networks around the region.

1.b The New Colombo Plan's performance against its overarching objectives is being monitored on an ongoing basis under the New Colombo Plan's monitoring and evaluation framework. The NCP Guidelines provide new opportunities to universities to incorporate internships and private sector partnerships in their mobility grant proposals. All scholarship recipients are encouraged to undertake internships and provided support to do so. This ensures that the NCP Guidelines encourage and promote the achievement of the relevant NCP objectives through tangible and practical measures. An evaluation of the processes of the New Colombo Plan pilot phase is currently underway (see 2b and 2c).

1.c The relevant objectives of the New Colombo Plan include strengthening Australia's people to people links with the Indo Pacific region; helping to establish study in the Indo Pacific region as a rite of passage for young Australian undergraduates; deepening young Australian undergraduates' understanding of societies and cultures in the region and encouraging a greater two way flow of students between Australia and the Indo Pacific.

1.d The New Colombo Plan's performance against its overarching objectives is being monitored on an ongoing basis under the New Colombo Plan's monitoring and evaluation framework. Ongoing consultations with stakeholders including feedback received from students, universities and the private sector shows that the New Colombo Plan is making progress on these objectives.

2.a Projects funded under the pilot of the New Colombo Plan are still in progress but the pilot has thus far exceeded expectations in terms of demand. Feedback from Posts within the region, student completion reports, the ongoing external evaluation and ongoing consultations with key stakeholders have all indicated that the Pilot is progressing well on its objectives. The continued and increased demand New Colombo Plan opportunities is an important measure of the program's performance. See also answers to 2b, 2d and 2e.

2.b An external evaluation of the processes of the New Colombo Plan pilot phase is currently underway and is expected to formally conclude in 2016.

2.c ACIL Allen Consulting has been contracted by the Australian Government to conduct an external evaluation of the processes of the New Colombo Plan pilot phase.

QUESTIONS ON NOTICE/IN WRITING

2.d As stated in 2.b and 2.c, an evaluation of the New Colombo Plan pilot phase processes is still underway. Early feedback from universities, students and businesses has shown a sustained level of interest in and support for the New Colombo Plan.

2.e As outlined on page 130 of the 2013/2014 Department of Foreign Affairs and Trade Annual Report, the New Colombo Plan met all its 2013-2014 Key Performance Indicators and Deliverables. As per 2(b) the evaluation of the processes of the New Colombo Plan pilot phase remains ongoing.

3. a See response to 2.d. In addition to some feedback via the external evaluation of pilot phase processes being conducted by ACIL Allen, the 2015 wider roll out was informed by the Secretariat's ongoing consultation with key stakeholders including business and the university sector. Feedback from these key stakeholder groups helped inform the 2015 New Colombo Plan Scholarship and Mobility Guidelines.

3.b As outlined in the 2015 New Colombo Plan Mobility and Scholarship Guidelines the NCP aimed to provide around 60 scholarships and \$8 million in mobility grants across the Indo-Pacific region, with the continued objectives of:

- A substantial number of New Colombo Plan awardees undertake an internship, mentorship or other similar arrangement as part of their New Colombo Plan experience.
- Satisfaction of undergraduate students and universities participating in the New Colombo Plan.
- New Colombo Plan students, universities and other stakeholders are engaged in public diplomacy and outreach.

3.c In accordance with the Commonwealth Grants Rules and Guidelines, program guidelines (which include program objectives) are set by the Department of Foreign Affairs and Trade, in consultation with the Department of Education, the Ministers for Foreign Affairs and Trade and Education, Prime Minister and Cabinet, and the Department of Finance. They continue the KPIs set for the pilot phase, with adjusted student and funding figures to match the scale up of the program's budget over time.

QUESTIONS ON NOTICE/IN WRITING

Question No 156

Program: DFAT

Topic: Passports

Question in Writing

Senator Wong

Question

- 1. Given the new passport surcharge, what is the new fee structure of obtaining passports?***
- 2. What is the cost to DFAT of procuring a passport?***
- 3. What is the difference between what is charged for each passport type and the real cost to DFAT of procuring that passport?***
- 4. What was the difference between what was charged for each passport type and the real cost to DFAT of procuring that passport prior to the surcharge being introduced?***
- 5. Where was the profit directed in the past and where will the increased profit margin be directed in future?***

Answer

1. The surcharge will be payable only for passport applications lodged overseas. It will be \$100 for applications made by adults and \$50 for applications made by children. The total fee for an adult application lodged overseas will be \$350 and the total fee for a child application lodged overseas will be \$175.
2. The average cost of producing a passport is about \$125.
3. It is not possible to provide a precise cost of producing each passport type. The cost of production depends on the complexity of the application and the time required for processing.
4. The new surcharge does not take effect until 1 July 2015.
5. All passport revenue is returned to the Consolidated Revenue Fund.

QUESTIONS ON NOTICE/IN WRITING

Question No 157

Program: DFAT

Topic: Cultural visits program

Question in Writing

Senator Wong

Question

- 1. *What activities were undertaken in 2014 by the cultural visits program funded by DFAT?***
 - a. Who participated in each activity?***
 - b. What were the outcomes of each activity?***
 - c. What were the costs associated with each activity/participant?***

Answer

1. BRAZILIAN ICV – Brisbane and Sydney, 15 to 27 February 2014
 - a. Participant: Augusto Pena Schmidt, Curator Virada Cultural, Brazil

The participant attended the Australian Performing Arts Market (APAM) 2014 and met with a number of Australian arts organisations and companies in Brisbane & Sydney.
 - b. Outcomes:
 - Built connections between the creative sectors in Australia and Brazil in support of the Focus Country Program in Brazil 2016.
 - Emerging Australian rock bands The Medics and Jackson Firebird performed at two cultural festivals in Brazil in May 2014 as a direct result of the connections made by Mr Schmidt during his visit.
 - c. Cost: \$15,475.15 (ex GST)
2. AUSTRALIA PERFORMING ARTS MARKET (APAM) – Brisbane, 18 to 22 February 2014
 - a. Participants:
 - Ms Huey-Mei Lee, Acting Artistic Director , National Chiang Kai-Shek Cultural Center, Taiwan
 - Ms Claire (Mooryang) Sung, Programming Director, Daejeon Culture and Arts Centre,

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- Republic of Korea
 - Ms Sha Min, Deputy General Manager, Shanghai Cultural Exchange Agency, China
 - Mr Yoshiji Yokoyama, SPAC-Shizuoka Performing Arts Center Dramaturg; SPAC / Programmer of World Theatre Festival Shizuoka, Japan
 - Mr Rithisal (Sal) Kang, Executive Director, Amrita Performing Arts, Cambodia
- b. Outcomes:
- Connected the best of Australia's performing arts to important Indo-Pacific programmers with the capacity to purchase work.
 - The Daejeon Culture and Arts Centre presented Polyglot Theatre's interactive installation work for children Paper Planet from 4-6 May 2014 as a special program for Children's Day (5 May) in Korea. Outcome of visit by Ms Claire (Mooryang) Sung
- c. Cost: \$24,993.26 (ex GST)
3. ASIA SATELLITE MEETING OF THE INTERNATIONAL NETWORK FOR CONTEMPORARY PERFORMING ARTS (IETM) – Melbourne and Sydney, 9 to 18 May 2014
- a. Participants:
- Ms Ening Nurjanah, Program Manager, Komunitas Salihara Arts Centre, Indonesia
 - Mr Edy Utama, Independent Artist, Indonesia
- b. Outcomes:
- Strengthened relationships between the Australian and Indonesian performing arts industry.
 - Australian band The Royal Jellies participated in the Sawahlunto International Music Festival (SIMFes) August 2014. Outcome of visit by Mr Edy Utama.
- c. Cost: \$10,196.36 (ex GST)
4. AUSTRALIA AND TURKEY VISITING CURATORS INITIATIVE 2014 – Melbourne, Sydney and Brisbane, 26 October to 5 November 2014
- a. Participants:
- Övül Durmuşoğlu, Curator and Writer, Turkey
 - November Paynter, Associate Director, SALT, Turkey
 - Başak Şenova, Curator, Turkey
 - Mari Spirito, Founding Director, Protocinema, Turkey
- b. Outcomes:
- Strengthened professional networks of Australia's domestic arts industry by linking them with key influential players from Turkey.
 - Built connections between the creative sectors in Australia and Turkey in support of the Focus Country Program in Turkey 2015.

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- Strengthened Australia's reputation as a sophisticated and creative nation based on overwhelmingly positive feedback from the participants.
 - c. Cost: \$16,000 (ex GST)
5. ELECTRONIC MUSIC CONFERENCE (EMC) – Sydney, 2 to 5 December 2014
- a. Participation:
 - Philipp Grefer, Fake Music Media / M.A.D Festival, Promoter, Agent, Label, China
 - Rahul Kukreja , Livescape Group, Promoter, Malaysia
 - Dudley Chou, Ultra Music Festival, Promoter, Japan/Republic of Korea
 - Arsit Prachaseri, Natharatt Holdings Co Ltd, Promoter, Thailand
 - b. Outcomes:
 - Connected Australian electronic artists and their music to important Indo-Pacific programmers with the capacity to purchase work.
 - Australian Artist Slumberjack is likely to be an addition to Ultra Music Festival Japan and Ultra Music Festival Korea in 2016. Potential outcome of visit by Mr Dudley Chou.
 - A collaborative remix project between Chinese artist Nova Heart and Australian Artist Sampology will be released in both China and Australia in late 2015/16. New touring opportunities for Sampology in Beijing have also emerged. Potential outcome of visit by Mr Philipp Gefer.
 - c. Cost: \$20,000 (ex GST)

QUESTIONS ON NOTICE/IN WRITING

Question No 158

Program: DFAT

Topic: Public Diplomacy

Question in Writing

Senator Wong

Question

Can the Department provide information on the rationale of a lack of a public diplomacy budget – have there been a reduction in the number of public diplomacy initiatives or the scale?

Answer

The Department's public diplomacy budget is approximately \$4.5 million a year. This supports the Department's global network of Posts for in-country public diplomacy activities, as well as key programs in culture, science, sports, major events and domestic advocacy.

This funding does not include other major public diplomacy initiatives managed by the Department including the New Colombo Plan, Australia Awards, volunteers, and the International Relations Grants Program delivered through the Foundations, Councils and Institutes.

QUESTIONS ON NOTICE/IN WRITING

Question No 159

Program: DFAT

Topic: Overseas Property

Question in Writing

Senator Wong

Question

- 1. *Can the Department provide the full breakdown of costs for renovating or upgrading the following properties:***
 - a. Australia's OECD ambassador in Paris (\$2.02 million);***
 - b. Australian ambassador to France's residence (\$1.5 million);***
 - c. Rome (\$893,000);***
 - d. Dublin (\$243,000); and***
 - e. Apia, Samoa (\$184,000).***
- 2. *Can the Department also provide any timeline/deadlines for any of the above renovations which are ongoing.***
- 3. *Can the Department provide a list of other properties due for upgrades/renovations, approximation of time frame and approximation of costs.***

Answer

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Breakdown of Renovation costs for 16/9/2013 to 31/10/2014	
Paris OECD Residence	
Scope of Works (estimated split)	
New HVAC, electrical services, fire detection, kitchen and bathrooms, floor finishes throughout and Loose Furniture	
Cost breakdown	
Construction costs	1,722,067
Consultancy costs	189,875
Architectural & Project Management fees	64,874
Other Costs (includes Legal, fire safety & building certification)	42,194
	2,019,011
Paris HOM Residence	
Scope of Works (estimated split)	
New HVAC, electrical services, fire detection, kitchen and bathrooms, floor finishes throughout and Loose Furniture	
Cost breakdown	
Construction costs	1,315,081
Consultancy costs	112,619
Architectural & Project Management fees	14,587
Other Costs (includes Legal, fire safety & building certification)	67,288
	1,509,576
Rome HOM Residence	
Scope of Works	
Structural Remediation works following ground subsidence impacting the building and grounds. End of Life upgrade to base building services and minor internal refurbishment works (painting and floor re-polishing).	
Cost breakdown	
Construction costs	799,984
Engineering consultancy	21,299
Architectural & PM fees	72,416
	893,699
Dublin HOM Residence	
Scope of Works	
Replace Pathway lighting and Refurbish Bathrooms	
Cost breakdown	
Construction costs	243,926
	243,926
Apia HOM Residence	
Scope of Works	
Replace faulty Generator Set, AC programme, domestic quarters and window coverings and Provision of new carport	
Cost breakdown	
Construction costs	184,304

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2. The Paris OECD project is due for completion early April 2015.
3. Budgeted Planned Works for 2014-15 (excludes routine repairs and maintenance)

Location	Approximate timeframe	Approximate cost
Honiara, Solomon Islands	30-Jun-15	\$41,742
Noumea, New Caledonia	30-Jun-15	\$195,533
Santiago, Chile	1-Mar-15	\$42,836
Tel Aviv, Israel	30-Jun-15	\$9,320
Vienna, Austria	30-Jun-15	\$14,617
Washington, USA	30-Jun-15	\$50,000

QUESTIONS ON NOTICE/IN WRITING

Question No 160

Program: DFAT

Topic: International Planned Parenthood Federation

Question in Writing

Senator Wong

Question

- 1. For over 40 years the Government of Australia has provided unrestricted funding to IPPF. Can the Minister confirm that a new unrestricted funding agreement has or will be agreed with the International Planned Parenthood Federation (IPPF) from 2015-16.***
- 2. Given Australia's commitment to the Asian and Pacific Declaration on Population and Development in Bangkok 2013, can the Minister provide information on DFAT's funding to family planning and reproductive health programs in the 2014/15.***
- 3. What funding was provided to UNFPA and the International Planned Parenthood Federation in the current financial year?***

Answer

1. No agreement for unrestricted (core) funding with IPPF from 2015-16 has yet been made. Allocations to this and other programs will be determined in the context of the 2015-16 Budget process.
2. Information on expenditure for family planning and reproductive health programs for 2014-15 will be available after the conclusion of the financial year.
3. Funding to UNFPA and IPPF in 2014/15 will be available after the conclusion of the financial year.