

12/03/24

Request for Proposal (RFP)

Subject RFP #:	RFP-24-001 Design and delivery of an On-country First Nations study tour
RFP Issue Date:	Tuesday 12 March 2024...
Terms of Reference / Specifications:	The requirements are detailed in the attached Schedule.
Project	New Colombo Plan – Managed Administrative Support Services (NCP-MASS)
The Company	Scope Global Pty Ltd (Scope Global) / Palladium International Pty Ltd (Palladium)
Registration of Interest to submit a Proposal	Register your interest to submit a proposal by sending your name, organisation and contact details to the Contact Person by email on or before Friday 15 March 2024, 5:00pm Brisbane Time.
Tender Briefing	Tuesday 19 March 2024. The Contact Person will send a meeting link to interested tenderers at least a day before the briefing.
Last date for Queries	Send queries to the Contact Person by email on or before Tuesday, 26 March 2024, 5:00pm Brisbane Time. (Please quote the RFP Title in the subject line.)
Closing Date and Time	Friday 5th April 2024, 5pm Brisbane Time
Contact Person	Mia Tong, Mia.Tong@thepalladiumgroup.com
Details for Submission	Email your completed Response Form to the Contact Person on or before the Closing Date and Time. Quote the RFP Title in the subject line.

Thank you for your interest in the above procurement. As managing contractor for the Project, the Company invites you to submit a quote for the Goods or Services listed below. Your quote will be valid for the Validity Period.

Please forward your quote in accordance with the Details for Submission above by the Closing Date and Time.

We look forward to your response. If you have any queries, please do not hesitate to contact the Contact Person.

Yours sincerely,

NCP MASS Team

Terms and conditions

1. Quote Conditions

By submitting a quote, potential suppliers are bound by these terms and conditions. Potential suppliers must submit offers with all details provided in English and with prices quoted in a single currency.

2. Quote Lodgement

The Company may grant extensions to the Closing Time at its discretion. The Company will not consider any quotes received after the Closing Time specified in the RFP unless the Company determines to do so otherwise at its sole discretion.

3. Evaluation

The Company may review all quotes to confirm compliance with this RFP and to determine the best quote in the circumstances.

4. Alterations

The Company may decline to consider a quote in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

5. The Company's Rights

The Company may, at its discretion, discontinue the RFP; decline to accept any quote; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a Quote; satisfy its requirement separately from the RFP process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate quotes as the Company sees appropriate (including with reference to information provided by the prospective supplier or from a third party); and negotiate with any one or more potential suppliers.

6. Amendments and Queries

The Company may amend, or clarify any aspect of the RFP prior to the RFP Closing Time by issuing an amendment to the RFP in the same manner as the original RFP was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties. Any queries regarding this RFP should be directed to the Contact Person identified on the cover page of this RFP.

7. Clarification

The Company may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all potential suppliers in relation to their quotes. In doing so, the Company will not allow any potential supplier to substantially tailor or amend their quote.

8. Confidentiality

In their quote, potential suppliers must identify any aspects of their quote that they consider should be kept confidential, with reasons. Potential suppliers should note that the Company will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, potential suppliers acknowledge that the Company has the right to disclose the information contained in their quote. The potential supplier acknowledges that in the course of this RFP, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this RFP and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person. If the potential supplier is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company. The parties agree that this obligation applies during the RFP and after the completion of the process.

9. Alternatives

Potential suppliers may submit quotes for alternative methods of addressing the Company's requirement described in the RFP where the option to do so was stated in the RFP or agreed in

writing with the Company prior to the RFP Closing Time. Potential suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

10. Reference Material

If the RFP references any other materials including, but not limited to, reports, plans, drawings, samples or other reference material, the potential supplier is responsible for obtaining the referenced material and considering it in framing their quote. And provide it to the Company upon request.

11. Price Basis

Prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.

The contract price, which must include any and all taxes, supplier charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.

12. Financial information

If requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

13. Referees

The Company reserves the right to contact the potential supplier's referees, or any other person, directly and without notifying the potential supplier.

14. Conflict of interest

Potential suppliers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

15. Inconsistencies

If there is inconsistency between any of the parts of the RFP the following order of precedence shall apply:

- (a) these Terms and Conditions;
- (b) the first page of this RFP; and
- (c) the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

16. Collusion and Unlawful Inducements

Potential suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive conduct or any other similar conduct with any other potential supplier or person or quote any unlawful inducements in relation to their quote or the RFP process.

Potential suppliers must disclose where quotes have been compiled with the assistance of current or former the Company employees (within the previous 9 months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this activity) and should note that this may exclude their quote from consideration.

Potential suppliers warrant that they have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this RFP) which could give rise to a perception of bribery or corruption in relation to the RFP or any other dealings between the parties.

17. Jurisdiction

This Agreement shall be subject to the laws of the Jurisdiction.

The Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this Agreement or the breach, termination, or invalidity thereof.

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

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

Schedule - Terms of Reference

1. Background

The New Colombo Plan (NCP) is a signature initiative of the Australian Government which aims to lift knowledge of the Indo-Pacific in Australia by supporting Australian undergraduates to study and undertake internships in the region. Students undertake Scholarship programs, participate in Mobility projects, and on completion join an Alumni program.

NCP aims to achieve the following three outcomes:

- increase the number and diversity of Australian university under graduates with Indo Pacific capability gained through undertaking scholarships and participation in Mobility projects;
- facilitate the formation of people-to-people and institutional relationships between Australia and the Indo-Pacific region; and
- create a diverse cohort of students and alumni who go on to form connections with leaders in government, civil society, and business in the Indo Pacific.

NCP has a key focus on promoting diversity and inclusion across its Scholarship, Mobility and Alumni Programs, and has a particular commitment to First Nations engagement and building understanding of First Nations knowledge and culture amongst the NCP scholar, mobility project participant and alumni communities.

The DFAT New Colombo Plan Secretariat (NCS) leads the strategic and policy directions of the NCP, and key stakeholder relations, including with the university and business sectors.

Palladium is the service provider contracted by DFAT to deliver the Managed Administrative and Support Services (MASS) program, providing services to support the effective operations of the Scholarships, Mobility and Alumni programs, as well as cross cutting functions including communications, monitoring, evaluation, research, and learning (MERL), risk management, stakeholder engagement and funds management.

The NCP Scholarship Program awards approximately 125-150 new scholarships each year and organises a suite of pre-departure trainings and briefings for new scholars. This training is delivered through a range of mechanisms (e.g. webinars, an in-person training conference and online self-learning modules) and aims to provide scholars with the full range of information and skills they need to prepare for and optimise their scholarship experience.

The in-person training conference attended by all scholars includes a session on First Nations Knowledge and Diplomacy. In addition, in 2022 and 2023 DFAT piloted on-country First Nations Culture and Environment study tours, which took place in partnership with an organisation in Northern Territory locations (Darwin and Kakadu) involving up to 45 scholars over the 2 years. DFAT wishes to build on the success of these pilots and approach the market to identify suppliers who can design and deliver study tours that will target scholars in the pre-departure phase of their scholarship. The objectives of these study tours are to help scholars:

- gain a deeper understanding and awareness of First Nations culture, history and experiences
- reflect and share First Nations perspectives and knowledge in their overseas NCP scholarship program
- build deeper relationships with First Nations Australians
- demonstrate NCP's commitment to connecting with First Nations people and cultures.

2. The Requirements

As the Contractor delivering the NCP MASS program, Palladium has been tasked by DFAT to approach the market to seek a capable Service Provider with relevant experience to deliver an On-Country First Nations study tour within the period May-Jul 2024. Palladium, through its NCP MASS team will manage selection and contracting of the suppliers, making recommendations to DFAT NCS on preferred suppliers. Palladium will also project manage the study tour delivery, working with the selected supplier/s and reporting to DFAT

through a Work Order mechanism. See below for more details on roles and responsibilities of the Service Provider, Palladium/NCP MASS team, and DFAT/NCS.

The study tours will form an important part of the pre-departure training journey for NCP scholars. This will ensure scholars are equipped with knowledge of First Nations peoples in Australia, which will inform their ambassadorial role as an NCP scholar overseas in the Indo-Pacific, and in their ongoing personal and professional capacities.

Study Tour Details

Objectives	<ol style="list-style-type: none"> 1. Participants gain a deeper understanding and awareness of First Nations culture, history, and experiences. 2. Reflect and share First Nations perspectives and knowledge in their overseas NCP Scholarship Program. 3. Build deeper relationships with First Nations Australians. 4. Demonstrate NCP’s commitment to connecting with First Nations people and cultures.
Participants	Up to 30 NCP scholars from across Australia selected competitively by NCP MASS through an Expression of Interest process (also organised by the NCP MASS team). Eligible scholars will be those who have not yet commenced their scholarship program overseas and are in their pre-departure phase, based in Australia.
Duration	The tour must be either 3 or 4 days excluding participant travel to and from the main study tour location. Tenderers can submit two proposals – one for programs of 3 days and one for 4 days or can just bid on one of these program durations.
Location	<p>Any state or territory. The Tenderer must propose the main study tour location, and the tour must include site visits and hands on cultural activities led by First Nations leaders.</p> <p>Note: NCP MASS will organise and pay for scholars to travel from their home location in Australia to the study tour location (see below for details).</p>
Study Tour design	<p>The Tenderer must propose a study tour program that will effectively meet the objectives and must include site visits and hands on cultural activities.</p> <p>The Tenderer should:</p> <ul style="list-style-type: none"> • Clearly state dates and timings of proposed study tours, minimum and maximum number of participants per study tour, tour site/s, activities. • Note how the study tour program meets the above objectives. • Specify personnel/partners involved in study tour delivery, including if activities are led by First Nations leaders and/or if indigenous suppliers are included in the supply chain for delivery of the study tour. • Describe how the tour could be made accessible and inclusive for different diversity groups, including scholars with a disability. • Propose a cost per student, and minimum /maximum numbers, including a flexible pricing system that can be adjusted subject to demand for the tours. • Describe Service Provider management arrangements for delivery against the Service Agreement. The Service Provider will be expected to operate within the project management structure set up by NCP MASS team to manage the delivery against the First Nations Study tour 2024 project, reporting to DFAT NCS. They will nominate a contact to participate in regular progress meetings and reporting structures, liaising with NCP MASS team as required for delivery against the Services Agreement.

Other considerations	<p>In preparing their proposals, Tenderers must ensure the following requirements will be met:</p> <ol style="list-style-type: none"> a. Conduct of a pre-study tour orientation in partnership with NCP MASS team for participants to discuss the study objectives, policies, and guidelines, including for example the code of conduct to adhere to, HSS and risk procedures, travel and accommodation arrangements, incidental expenses and claim process. This may be delivered through an online webinar. The tenderer should set out all briefing materials that are proposed pre-arrival. b. Set out proposed risk and incident management protocols, as well as health safety and security procedures are in place for the study tour and specify how will manage safety and security. c. Confirm that the Contractor has the appropriate levels of cover for public liability, professional indemnity, and any other insurance that may be relevant to the delivery of the study tour. NCP will arrange for travel and medical insurance for scholars whilst travelling to/from and during the study tour.
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Note: Palladium may use this tender process: (i) to select a suitable service provider to deliver succeeding rounds of study tours depending on the quality and outcome of initial delivery; and (ii) to create a panel of suitable service providers that may be approached for future rounds of study tours.

Service Provider Responsibilities

The Service Provider will be responsible for the implementation of the study tour. This will include (but is not limited to):

- Agreeing project management arrangements with NCP MASS including a study tour delivery workplan, reporting arrangements and deliverable approval mechanisms.
- Submitting risk management and HSS plans and agree risk and incident management arrangements with the NCP MASS project management team.
- Assigning personnel to project manage and deliver the study tour, including confirming lead and support personnel for all activities set out in the program, and specifying the involvement of First Nations leaders and supply chain partners.
- Developing and implementing the agreed study tour program, that meets the required objectives.
- Working with the NCP MASS to finalise delivery dates and support the call for expressions of interest process.
- Working with NCP MASS to develop communications and engagement plans for the selected scholars, including on pre-study tour logistics and briefings.
- Making all logistical and travel arrangements during the study tour, including ground transportation at the study tour location and/or between study tour sites; accommodation, meals.
- Meeting the participants on arrival at the nominated airport and organising transport to their accommodation.
- Providing an orientation program and materials for participants on arrival. Working with NCP MASS on pre-arrival briefing and orientation activities to help prepare for the tour.
- Providing adequate administrative support and pastoral care to study tour participants from their arrival and up to their departure from the main study tour location. The Service Provider will be required to confirm safe arrival of participants to the study tour location and remain on call to provide critical incident support as required. The Service Provider will be required to coordinate with Palladium to ensure alignment with NCS MASS' risk and incident management protocols.
- Preparing and submitting the required deliverables on time, including risk assessments, workplans and a final report.

- Cooperating fully with NCP MASS staff involved in the evaluation of the activity, including contributing as required to the design of surveys and final reports.
- In coordination with MASS, identifying and managing risks to the study tour implementation, including developing risk assessment, HSS plan and incident management protocols.
- Meeting all the requirements under this Scope of Services.
- Setting out a fixed fee pricing structure that can be flexibly adjusted to meet minimum/maximum numbers subject to demand from NCP scholars.

Note: The Palladium/NCP MASS team will be responsible for:

- Project managing the First Nations Study Tour 2024 project, including contract management of study tour providers and reporting to DFAT NCS on progress, risks and issues and outcomes.
- On confirmation of study tour dates, location and duration, running the EOI process to select scholars, and sharing details of selected scholars including special needs or requirements with the Service Provider to facilitate planning.
- Developing and implementing communications and engagement plans to promote the study tour to scholars and engage with selected scholars pre arrival on travel and logistics, orientations and briefings, and post study tour to administer surveys and reports from scholar participants, as well as communications on study tour activities through social media posts and news items on official NCP communications channels.
- Organising flights/transportation for study tour participants to and from the main study tour location, and for providing incidentals allowance to the participants.
- Liasing with selected Service Providers to confirm safe arrival of study tour participants to the site and remain on call to provide incident management support as needed, as well as confirm the safe return of scholars to their usual place of residence.
- Delivering a post program qualitative survey to participants to report on the program and delivery a post program report to DFAT including survey results, details from the Service Providers Final Report, to make recommendations for improvement for future tours.

Required deliverables

The Service Provider will prepare and submit the following deliverables to Palladium/NCP MASS.

<i>Deliverable / Output</i>	<i>Description</i>	<i>Estimated Submission Date</i>
Study Tour Project Documentation accepted: Implementation Schedule/Plan, Risk Register and HSS plan.	This document will provide a timetable of activities for each day of the study tour, and will include details of relevant persons, communities and/or organisations to be visited / involved. The document will also include contact details of the Service Provider's team who will be managing the Study Tour. The risk register and HSS plan will set out key risks identified and how they will be managed, including diversity and inclusion, safeguarding considerations.	Within 5 business days of Services Agreement execution.
Post-study tour report approved	A post program report which provides an overview of the program and study tour, including survey feedback, and issues and lessons that arose and recommendations for improvement of future study tours.	Within 10 business days of Study Tour completion.

Note: NCP MASS shall pay the Contractor the agreed all-inclusive fee in instalments known as milestone payments. The milestone payments shall be payable to the Contractor progressively on satisfactory completion of outputs identified in the table above and on submission of a correctly rendered invoice.

3. Mandatory Requirements

Interested providers must meet the following mandatory requirements to be able to participate in this procurement process:

- Duly registered to operate within Australia.
- Have public liability and professional indemnity insurance cover at the levels appropriate for the delivery of NCP MASS' requirements.
- Must be available to deliver the services at the agreed dates within the period May-July 2024.

Tenderers must complete the "Service Provider Response Form" on or before the Closing Date and Time specified. Submissions that do not meet these requirements will be considered non-compliant and disqualified from the procurement process.

4. Evaluation of submissions

NCP MASS will assess submissions in line with the technical and financial evaluation process described below. In assessing submissions, NCP MASS, at its sole discretion, may consider information from other relevant sources.

Technical evaluation

NCP MASS will first score compliant submissions against the following technical criteria:

- A. Relevant past experience demonstrating capability to design and deliver on-country study tours and training aimed at promoting understanding and awareness of First Nations culture, history and experiences. (20% of the Technical Score)
- B. Approach to delivering the Requirements. (35% of the Technical Score).
- C. Use of First Nations personnel or supplier organisations to deliver the services (15% of the Technical Score)
- D. Qualifications and experience of proposed personnel. (30% of the Technical Score)

The technical score will account for 80% of the Total Score.

Financial evaluation

Following the assessment of the technical response, NCP MASS will undertake a like-for-like price comparison of all technically suitable offers. The Financial Score will account for 20% of the Total Score. The lowest-priced financial offer will be awarded the full weighted score. The weighted score of other financial offers will be calculated as a fraction of the higher scoring offer.

5. Contracting details

If your offer is successful, you will be required to enter into the Company's standard contract for the types of goods or services being provided (see Annex A). In the provision of the Goods and Services, you will be required to comply with the Company's policies, including (without limitation) its Business Partner Code of Conduct and any relevant Project Manual. Potential suppliers must also comply with the Company's Business Partner Code of Conduct in the submission of any quotes pursuant to this RFP.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to the Company's Due Diligence process.

Attachments

Please review the Service Agreement Terms and Conditions which should be given consideration when preparing your proposal. By submitting your bid you will certify that that you are in agreement with the contract terms and conditions as included in this solicitation and that all prices include all aspects of the required compliance with the terms and conditions of the proposed contract. Attachments included are:

- Annex A: Service Agreement Standard Terms and Conditions
- Annex B: Service Provider Response Form

Annex A. Services Agreement - Standard Terms and Conditions

SCOPE GLOBAL PTY LTD
ACN 054 575 567

("Scope Global")

and

[THE PARTY NAMED IN ITEM 1 OF SCHEDULE 1]

("Contractor")

SERVICES AGREEMENT
COMPANY - AUSTRALIAN

THIS AGREEMENT made on 11 October 2023

BETWEEN **SCOPE GLOBAL PTY LTD ACN 054 575 567** of Level 5, 12 Pirie Street, Adelaide South Australia 5000 (“**Scope Global**“)

AND **THE PARTY NAMED IN ITEM 1 OF SCHEDULE 1 (“Contractor“)**]

RECITALS

- A. Scope Global wishes to engage the Contractor to provide the Services to Scope Global.
- B. The Contractor has agreed to provide the Services to Scope Global.
- C. The parties have agreed to be bound by the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. Recitals

The parties acknowledge the recitals are true and form part of this Agreement.

2. Interpretations and definitions

In this Agreement, unless qualified by or inconsistent with the context:

- 2.1 a reference to a party is also a reference to that party’s officers, employees, agents and/or contractors;
- 2.2 a reference to a clause is a reference to a clause of this Agreement;
- 2.3 where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- 2.4 headings are for convenience of reference and will not affect the interpretation of this Agreement;
- 2.5 any Schedule to this Agreement forms part of this Agreement;
- 2.6 this Agreement is written in plain English as far as possible. Its terms are to be interpreted so as to give efficacy to the parties’ agreement. No rule resolving a doubt as to interpretation against the party preparing this Agreement will apply. The specific provisions will not limit the interpretation of general provisions;
- 2.7 this Agreement binds the parties’ respective heirs, executors, administrators, legal personal representatives, successors and assigns;
- 2.8 “**Assessment**” means:
 - 2.8.1 any assessment, reassessment, amended assessment, default assessment, penalty or fine; and

- 2.8.2 any demand or other document imposing, asserting or indicating an intention to assert any liability,
- from a Taxation Authority and/or Government Agency;
- 2.9 “**Scope Global Representative**” means the Scope Global representative or any replacement appointed in writing by Scope Global. At the Commencement Date, Scope Global Representative is the person identified in Item 2 of Schedule 1;
- 2.10 “**Business Day**” is a day other than a Saturday, Sunday or public holiday in the Territory;
- 2.11 “**Claim**” means, in relation to any person, a damage, loss, cost, expense or liability incurred by the person or a claim, demand, action, proceeding or judgment made against the person, however arising and whether present or future, fixed or unascertained, actual or contingent;
- 2.12 “**Client**” means Scope Global’s client pursuant to the Head Contract;
- 2.13 “**Commencement Date**” means the date specified in Item 3 of Schedule 1;
- 2.14 “**Confidential Information**” means any information obtained by one party concerning the other party or its business activities and that:
- 2.14.1 by its nature is confidential;
- 2.14.2 is labelled or marked by the disclosing party as confidential; or
- 2.14.3 the recipient knows or ought to know is confidential,
- but excludes information that:
- 2.14.4 is publicly available except as a result of a breach of this Agreement; or
- 2.14.5 was disclosed to the recipient by a third party who was not under a duty of confidentiality in relation to that disclosure;
- 2.15 “**Consequential Losses**” means loss of profit, loss of production, loss of use of any plant or facility, business interruption, loss of business opportunity or any other indirect, consequential, special contingent of penal damage or loss;
- 2.16 “**Contractor’s Representative**” means the Contractor’s representative or any replacement appointed in writing by the Contractor. At the Commencement Date, the Contractor’s Representative is the person identified in Item 1 of Schedule 1;
- 2.17 “**End Date**” means the date by which the Services must be completed as specified in Item 4 of Schedule 1;
- 2.18 “**Government Agency**” means a government or a governmental, semi-governmental or judicial entity or similar authority, and includes a self regulatory organisation established under statute or a stock exchange;
- 2.19 “**Head Contract**” means the contract between Scope Global and its Client as specified in Item 5 of Schedule 1;

- 2.20 **“Insolvency Event”** means any of the following:
- 2.20.1 the threatened or actual appointment of a voluntary administrator, liquidator, provisional liquidator, receiver, receiver and manager, controller, trustee in bankruptcy, administrator or other person of similar office, including any application to a court for such an appointment;
 - 2.20.2 entry into or proposing an arrangement or compromise for the benefit of creditors;
 - 2.20.3 the levy or enforcement of a writ of execution, order or judgment;
 - 2.20.4 becoming unable to pay debts as and when they fall due for payment;
 - 2.20.5 the taking of possession or control of any asset by a person under an encumbrance or security interest; or
 - 2.20.6 failing to satisfy or to apply to have set aside a statutory demand, a bankruptcy notice or other similar form of statutory notice within the time specified in the demand or notice;
- 2.21 **“Intellectual Property”** means all intellectual property rights including, without limitation:
- 2.21.1 patents, copyright, registered designs, rights in circuit layouts, trademarks, inventions, secret processes, discoveries and improvements and modifications of any kind;
 - 2.21.2 the right to have confidential information kept confidential; and
 - 2.21.3 any application or right to apply for registration of any of the rights defined in this clause 2.21;
- 2.22 **“Notice”** means written notice and **“notify”** means notification in writing;
- 2.23 **“Policies and Procedures”** means the policies and procedures of Scope Global as annexed to this Agreement in Schedule 1, as amended from time to time, and any other policies and procedures that Scope Global advises the Contractor;
- 2.24 **“Scope of Services”** means the scope of services set out in Item 6 of Schedule 1;
- 2.25 **“Services”** means the services to be provided by the Contractor to Scope Global as set out in the Scope of Services;
- 2.26 **“Services Fees”** means the fees payable to the Contractor by Scope Global in consideration of the Contractor providing the Services, as set out in Item 8 of Schedule 1;
- 2.27 **“Special Conditions”** means the special conditions (if any) specified in Item 12 of Schedule 1;
- 2.28 **“Specified Personnel”** means the persons identified in Item 7 of Schedule 1 (if any);
- 2.29 **“Tax”** means any tax, goods and services tax or value added tax, levy, charge, impost, duty, fee, assessment, contribution, deduction and compulsory loan or withholding which is assessed, levied, imposed or collected by any Government Agency and/or Taxation

Authority and includes any interest, fine, penalty, charge, fee or any other amount imposed on or in respect of any of the above;

2.30 “**Taxation Authority**” means, in respect of a Tax, the person who administers the imposition and collection of that Tax;

2.31 “**Term**” means the term of this Agreement which commences on the Commencement Date and ends on the End Date; and

2.32 “**Territory**” means the country where the Services are being carried out.

3. **Term**

From the Commencement Date, the Contractor will provide the Services to Scope Global on the terms of this Agreement until the earlier of:

3.1 the End Date;

3.2 completion of the Services to the satisfaction of Scope Global; or

3.3 the provision of the Services is terminated in accordance with this Agreement.

4. **Performance of Services**

4.1 The Contractor will provide the Services to the standards, at the times, location and in the frequency, quantity and manner as specified in the Scope of Services (if any).

4.2 The Contractor warrants that:

4.2.1 it is able to perform its obligations under this Agreement and will throughout the Term perform its obligations in a competent and professional manner and in accordance with this Agreement;

4.2.2 it will show the utmost good faith towards Scope Global;

4.2.3 no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement;

4.2.4 the Services will be performed in full compliance with all applicable laws, rules, regulations and customs; and

4.2.5 all information given to Scope Global, orally or in any document, by the Contractor is accurate, is not in any way misleading and discloses all material matters relating to the Contractor which should have been disclosed to Scope Global or which would or may affect Scope Global’s decision to enter into this Agreement and to engage the Contractor to provide the Services.

4.3 The Contractor will:

4.3.1 comply with all reasonable directions of Scope Global which relate to the Scope of Services and the Contractor’s performance of the Services;

4.3.2 obtain all necessary consents, approvals and authorisations necessary for the performance of the Services;

- 4.3.3 use reasonable endeavours to ensure that the Services are completed in accordance with any timetable specified in the Scope of Services and take reasonable steps to prevent or minimise any delay;
 - 4.3.4 notify Scope Global of any delay as soon as reasonably practicable after the Contractor first has cause to believe the Services or any part of them may be delayed;
 - 4.3.5 not, and will ensure its personnel do not, make or accept any offer, gift, payment or benefit which could be construed as an illegal or corrupt practice, an inducement or a reward in relation to the Services;
 - 4.3.6 adhere to, and will ensure its personnel adhere to, the Policies and Procedures and observe all relevant professional and other standards and procedures;
 - 4.3.7 immediately disclose to Scope Global any activity which constitutes or may constitute a conflict of interest; and
 - 4.3.8 not bring Scope Global or the Client into disrepute. Scope Global agrees not to bring the Contractor into disrepute.
- 4.4 Provided that the Contractor complies with all of its obligations under this Agreement, the Contractor may:
- 4.4.1 rely on its own skill and judgment (or the skill and judgment of its personnel) as to how to perform the Services;
 - 4.4.2 **[if applicable]** perform the Services on the days and times which are convenient to the Contractor; and
 - 4.4.3 **[if applicable]** perform the Services from Scope Global's premises or from other premises as is convenient to the Contractor.
- 4.5 The Contractor is permitted to perform work for any third party during the Term, provided that such work:
- 4.5.1 does not interfere with the Contractor's ability to perform the Services;
 - 4.5.2 does not give rise to a conflict of interest with the Contractor's obligations under this Agreement; and
 - 4.5.3 does not involve in any way the use by the Contractor of Scope Global's plant, equipment, materials, facilities, documents or information or any other property of Scope Global.
- 4.6 If there is a Head Contract relevant to the Services, the Contractor acknowledges and agrees that the Client may vary the services to be provided by Scope Global under the Head Contract, which in turn may mean that the Services will need to be varied by Scope Global. Scope Global will promptly inform the Contractor of any such variations (which may include changes to the Contractor's personnel) and the Contractor will implement the variations to the Services. The parties will negotiate in good faith in relation to any required change to the Services Fees as a result of the variations.

5. Services Fees

- 5.1 Subject to the Contractor performing the Services to Scope Global's reasonable satisfaction, Scope Global will pay the Contractor the Services Fees in consideration of the Contractor providing the Services to Scope Global in accordance with this Agreement.
- 5.2 The Contractor will invoice Scope Global for the Services Fees as indicated in Schedule 1. Each invoice will detail the Services provided to Scope Global during the preceding period and the total Services Fees payable by Scope Global.
- 5.3 Scope Global will pay each invoice issued by the Contractor within 30 days of the invoice date, unless Scope Global agrees to alternative payment terms.
- 5.4 Scope Global will not be liable for any expenses incurred by the Contractor unless the expenses are specified in Item 9 of Schedule 1.
- 5.5 The Services Fees are to be paid in the currency specified in Item 8 of Schedule 1 and are fixed and firm, not subject to escalation for the duration of this Agreement.
- 5.6 The Services Fees include all Taxes and Assessments for which the Contractor is liable.
- 5.7 The Contractor will indemnify Scope Global from and against all Taxes and Assessments payable by the Contractor including all fines and penalties relating to the Taxes.

6. Personnel

- 6.1 The Contractor will engage such personnel, including the Specified Personnel, as are necessary for the Contractor to perform the Services in accordance with the terms of this Agreement.
- 6.2 The Contractor will not engage Specified Personnel without the prior approval of Scope Global.
- 6.3 The Contractor will not terminate or remove any of the Specified Personnel from the Services without the prior written approval of Scope Global which cannot be unreasonably withheld.
- 6.4 The Contractor will ensure that all its personnel who are involved in the performance of the Services are aware of and comply with this Agreement and are sufficiently qualified, skilled and experienced to provide the Services.
- 6.5 Scope Global may in its absolute discretion direct the Contractor to replace any of the Contractor's personnel involved in the performance of the Services, including the Specified Personnel.
- 6.6 Any of the Contractor's subcontractors or personnel are not to be considered to be in any way employed by Scope Global and the Contractor will be responsible for the payment of and indemnifies Scope Global in relation to:
 - 6.6.1 all salaries and allowances of its personnel, including all salaries allowances and benefits which the Contractor is obliged to pay to its personnel in the Territory; and
 - 6.6.2 all holiday, sick leave and long service leave entitlements, payroll tax, fringe benefits tax, workers compensation payments, superannuation and other

similar obligations in respect of its personnel and will make all necessary group taxation deductions.

6.7 The Contractor will:

- 6.7.1 comply with all applicable laws and regulations regarding its personnel, including without limitation work health and safety legislation;
- 6.7.2 have and maintain at all times during the Term occupational health and safety policies and procedures;
- 6.7.3 ensure that the policies and procedures referred to at clause 6.7.2 are complied with by the Contractor and all personnel at all times during the Term and that all personnel are provided with adequate training with respect to those policies and procedures.
- 6.7.4 upon request by Scope Global at any time during the Term, provide Scope Global with a copy of the policies and procedures referred to at clause 6.7.2 and evidence that the personnel have received training with respect to those policies and procedures; and
- 6.7.5 meet with Scope Global during the Term, at a time(s) and on a date(s) to be agreed, to discuss the health and safety of the personnel (including whether any safety incidents have occurred during the course of the engagement) and measures taken by the Contractor to comply with its obligations under this clause 6.7.

6.8 For the sake of clarity, if Scope Global, in its reasonable opinion, considers that the measures taken by the Contractor in respect of its obligations under clause 6.7 are inadequate, Scope Global may either issue a notice in accordance with clause 10.3 or terminate this Agreement in accordance with clause 10.1.

7. Force Majeure

- 7.1 A party will not be liable for its inability to perform its obligations under this Agreement as a result of an act of war, interference by civil or military authorities, civil insurrection, local or national emergency, blockade, seizure, riot, sabotage, vandalism, terrorism, adverse weather conditions which are materially more adverse than could reasonably be expected, earthquake, flood, accident, fire, nuclear or other explosion, disease, epidemic, quarantine restriction, strike, lockout or other labour disturbance, governmental embargo, or change in the law or any other cause beyond that party's reasonable control. If such a force majeure event occurs, the party suffering it will notify the other party of the occurrence and expected duration of that event. The party suffering the force majeure event must use all reasonable endeavours to prevent the force majeure occurrence.
- 7.2 If a force majeure event renders performance of this Agreement impossible for a continuous period of at least one calendar month, either party may, by notice to the other, terminate this Agreement.

8. Indemnities

- 8.1 The Contractor will release, defend and indemnify Scope Global for all Claims arising out of, relating to, or in connection with:

- 8.1.1 physical loss of or damage to property of the Contractor;
- 8.1.2 personal injury, disease, illness or death of any of the Contractor's personnel;
- 8.1.3 any negligent or wrongful act or omission of the Contractor in connection with this Agreement or the Services; and
- 8.1.4 any breach of this Agreement by the Contractor,

except to the extent that such Claim is caused by the gross negligence or wilful default of Scope Global.

- 8.2 Neither party will be liable to the other party for Consequential Losses.
- 8.3 The Contractor acknowledges that it is aware that Scope Global may be liable under the Head Contract if the Contractor fails to provide the Services in accordance with this Agreement. The Contractor indemnifies Scope Global in respect of all Claims it suffers or incurs under the Head Contract as a direct or indirect result of the Contractor failing to satisfy its obligations under this Agreement.

9. Insurance

- 9.1 The Contractor must effect the insurances set out in Item 10 of Schedule 1 prior to the Commencement Date and maintain such insurances at all times during the Term.
- 9.2 The Contractor will ensure that the insurances effected by it in accordance with clause 9.1 include a clause whereby the insurer waives all rights of subrogation against Scope Global with respect to any Claim pursuant to this Agreement. For the avoidance of doubt, subrogation is the right of the insurer to pursue Scope Global to recover amounts paid under the relevant insurance policy.
- 9.3 Upon request by Scope Global at any time during the Term, the Contractor is required to provide to Scope Global evidence of its compliance with clause 9.1 above. For the sake of clarity, Scope Global is not obliged to make such a request and the Contractor is required to maintain insurance in accordance with clause 9.1 at all times during the Term regardless of whether or not a request for evidence of such compliance is made by Scope Global.
- 9.4 The Contractor acknowledges that neither the Contractor nor its personnel are covered by any of Scope Global's insurances and the Contractor and its personnel cannot make any Claims under Scope Global's insurances.

10. Termination

- 10.1 Scope Global may terminate this Agreement at any time for any reason by giving 30 days' notice to the Contractor.
- 10.2 Scope Global may terminate this Agreement immediately if the Head Contract is terminated or the scope of Scope Global's services under the Head Contract is varied such that the Services are no longer required.
- 10.3 If either party breaches a term of this Agreement ("**Defaulting Party**") and the breach can be remedied, the other party ("**Non-Defaulting Party**") may give the Defaulting Party 30 days' notice to remedy that breach. If the breach is not remedied within the period stipulated in the notice, the Non-Defaulting Party may give the Defaulting Party a further notice immediately terminating this Agreement.

- 10.4 Either party may terminate this Agreement by notice to the other party immediately upon any of the following events:
- 10.4.1 if the other party commits a material breach of this Agreement which cannot be remedied;
 - 10.4.2 if the other party ceases to do business as a going concern;
 - 10.4.3 if an Insolvency Event occurs in relation to the other party; or
 - 10.4.4 if the other party commits a serious criminal offence.
- 10.5 Scope Global will not be liable to the Contractor for any Claims by the Contractor relating to the termination of this Agreement by Scope Global in accordance with this clause 10.

11. Contractor Assistance

- 11.1 In the event that this Agreement is terminated by Scope Global in accordance with clauses 10.3 or 10.4 or the Contractor is, for any reason, unable to complete the Services, the Contractor must provide Scope Global with reasonable assistance as requested by Scope Global to facilitate the continued provision of the Services, including providing all necessary material and information regarding the Services and returning all Scope Global property to Scope Global.
- 11.2 The Contractor acknowledges and agrees that the Contractor will not in any circumstance liaise directly with the Client in relation to the Services unless requested by Scope Global.

12. Accounts and Records

- 12.1 During the Term and for a period of seven years after the expiry or termination of the Term ("**Retention Period**"), the Contractor will maintain accurate and current records and accounts relating to the Services, Services Fees and expenses ("**Records**").
- 12.2 During the Retention Period, the Contractor will provide Scope Global access to the Records (however and wherever stored) which relate to the Services as reasonably requested by Scope Global.

13. Confidentiality

- 13.1 Each party owns all of its Confidential Information.
- 13.2 During this Agreement and after its termination, each party can use or disclose the other party's Confidential Information only:
- 13.2.1 to the extent necessary to perform the Services;
 - 13.2.2 if the disclosing party has consented in writing; or
 - 13.2.3 if required by law.
- 13.3 Upon the earlier of:
- 13.3.1 the termination of this Agreement; or
 - 13.3.2 a demand from the disclosing party,

the recipient of Confidential Information must:

- 13.3.3 at the disclosing party's discretion, deliver to the disclosing party or destroy all Confidential Information in the recipient's possession or under its control; and
- 13.3.4 delete all Confidential Information held electronically in any medium in the recipient's possession or under its control.

14. **Privacy**

The Contractor will comply with the *Privacy Act 1988* (Cth), the Australian Privacy Principles (as amended) as applicable and any Privacy Policy notified to the Contractor by Scope Global.

15. **Intellectual Property**

- 15.1 Scope Global owns all right, title and interest in Intellectual Property developed, owned or acquired by Scope Global prior to the Commencement Date including any modification to or improvement on that Intellectual Property.
- 15.2 The Contractor owns all right, title and interest in Intellectual Property developed, owned or acquired by the Contractor prior to the Commencement Date ("**Contractor Intellectual Property**").
- 15.3 The Contractor agrees that Scope Global will own all right, title and interest in Intellectual Property made, written or developed by the Contractor (excluding the Contractor Intellectual Property) directly in the course of and for the purpose of providing the Services in accordance with the terms of this Agreement. The Contractor assigns to Scope Global any and all of the Contractor's right, title and interest in such Intellectual Property. This assignment takes effect as each part of such Intellectual Property comes into existence. The Contractor will do and sign all things necessary to give effect to this assignment.
- 15.4 If necessary to enable Scope Global to enjoy the benefit or end result of the Services, the Contractor grants to Scope Global a non-exclusive, irrevocable, royalty-free licence (with the right to grant sub-licences) to use, solely for that purpose, such of the Contractor's Intellectual Property as is strictly necessary to enjoy that benefit or end result.

16. **Warranties**

- 16.1 The Contractor warrants that:
 - 16.1.1 it will make good any defects in the Services within a reasonable time of receiving a request from Scope Global to do so;
 - 16.1.2 it is not entitled to receive compulsory superannuation contributions from Scope Global for the purposes of the *Superannuation Guarantee (Administration) Act 1992* as amended or replaced from time to time;
 - 16.1.3 it is not entitled to receive annual leave or any other type of leave pursuant to the *Fair Work Act 2009* or any instruments made pursuant to that legislation;
 - 16.1.4 it is not entitled to receive long service leave in accordance with the *Long Service Leave Act 1992* (SA);
 - 16.1.5 no tax is required to be withheld by Scope Global from the Services Fees on a PAYG (instalment) basis;

- 16.1.6 it has a valid Australian Business Number;
- 16.1.7 it has the insurance policies required by clause 9 of this Agreement as at the date of this Agreement and warrants that such insurance policies will be maintained throughout the Engagement; and
- 16.1.8 it will comply with all applicable legislation in relation to work health and safety.
- 16.1.1 It complies with all obligations applicable to you contained in the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)

(collectively, "**Warranties**")

- 16.2 The Contractor indemnifies Scope Global in respect of any Claims made against Scope Global by third parties (including the Contractor's subcontractors or employees) in respect of the Warranties, including any costs incurred by Scope Global in respect of such Claims on an indemnity basis.
- 16.3 Without prejudicing Scope Global's ability to otherwise enforce a breach of the Warranties, Scope Global may recover from the Contractor the amount of any liability which arises or amount which is required to be withheld by Scope Global as a result of a breach of the Warranties as a debt or deduct such an amount from any amounts that Scope Global owes to the Contractor at Scope Global's discretion.

17. **Non-solicitation**

During the Term, and for a period of 12 months following the termination or expiration of this Agreement, the Contractor will not, without the consent of Scope Global:

- 17.1 solicit, induce or otherwise attempt to persuade any employee, consultant, or contractor of Scope Global to cease working for Scope Global and/or work for the Contractor; and/or
- 17.2 seek to provide the Services to the Client directly.

18. **Dispute Resolution**

- 18.1 Any dispute or disagreement in relation to or in connection with this Agreement in any matter ("**Dispute**") is to be resolved in accordance with the procedure provided in this clause 18.
- 18.2 In the event of a Dispute, the party seeking to have it resolved must issue to the other parties a notice setting out all details relevant to the Dispute ("**Dispute Notice**").
- 18.3 Within 14 days of receipt of a Dispute Notice, the senior management of the parties to the Dispute respectively must meet in Adelaide, South Australia to negotiate resolution of the Dispute unless the parties agree to hold such discussions by teleconference or via other electronic means. The parties agree that those negotiations must be conducted in good faith.
- 18.4 In the event that the Dispute is not resolved in accordance with clause 18.3, either party will be entitled to take the matter to litigation in the courts of South Australia.
- 18.5 Nothing contained in this clause 18 will prevent a party from seeking urgent interlocutory relief.

19. **Entire agreement**

19.1 This Agreement, including any annexures and schedules, contains the entire agreement between the parties in respect of the subject matter of this Agreement.

19.2 This Agreement supersedes any prior agreement or understanding (if any) between the parties in relation to the subject matter of this Agreement.

20. **Amendments**

Any amendment to a term of this Agreement must be made in writing executed by the parties.

21. **Assignment**

21.1 Scope Global may assign its interest under this Agreement at any time.

21.2 The Contractor can only assign its interest under this Agreement with the prior written consent of Scope Global which must not be unreasonably withheld.

22. **Severability**

Every provision of this Agreement will be deemed severable as far as possible from the other provisions of this Agreement. If any provision is found to be void, illegal or unenforceable for any reason, it will be deemed to be severed and omitted from this Agreement. This Agreement, with the offending provision severed and omitted and with any consequential amendment if necessary, will otherwise remain in full force.

23. **Notices**

23.1 Any notice to be given by one party to the other must:

23.1.1 be signed by the party giving the notice or by one of its officers or its duly authorised lawyer or agent; and

23.1.2 must be hand delivered or sent by prepaid post, facsimile or electronic mail to the address, facsimile number or electronic mail address (as the case may be) set out in this Agreement (or any other address, facsimile number or electronic mail address that a party notifies to the other party from time to time).

23.2 Notice will be deemed sufficiently given:

23.2.1 in the case of hand delivery, on the date of delivery;

23.2.2 in the case of pre-paid post, two business days after being sent;

23.2.3 in the case of electronic mail, on the day of transmission provided that the sender can give evidence of transmission and the intended recipient does not give evidence of non-receipt.

24. **Relationship of Parties**

24.1 The parties are independent contractors. The parties are not principal and agent, partners, trustee and beneficiary or employer and employee. The Contractor does not have (nor may it represent that it has) any power, right or authority to bind Scope Global or to assume or create any obligation or responsibility on behalf of Scope Global.

24.2 The Contractor acknowledges that it does not have any entitlement from Scope Global to receive any salary, personal leave, annual leave, compassionate leave or long service leave, superannuation or any other entitlements ordinarily available to employees.

25. **Counterparts and effectiveness**

25.1 This Agreement may be executed in any number of counterparts and all counterparts taken together will constitute one and the same instrument. Satisfactory evidence of execution of this Agreement will include evidence of execution sent by facsimile or electronic transmission by the relevant party and, in such case, the executing party undertakes to produce the original as soon as reasonably practicable thereafter.

25.2 This Agreement will only come into effect and be binding on the parties when it is duly executed by all of the parties.

26. **Governing law**

This Agreement will be construed according to the laws of South Australia and the parties submit themselves to the non-exclusive jurisdiction of the Courts of South Australia and any competent appellate courts.

27. **Costs**

27.1 The parties will pay their own costs in respect of the negotiation, preparation and execution of this Agreement.

27.2 If the Contractor breaches this Agreement, the Contractor will pay all Claims incurred by Scope Global in consequence of that breach but without limit to any other rights or remedies which Scope Global may have as a result of that breach.

28. **Special Conditions**

28.1 The parties will comply with the Special Conditions.

28.2 In the event of any inconsistency between the Special Conditions and the terms and conditions in the body of this Agreement, the Special Conditions will prevail.

DULY EXECUTED BY THE PARTIES

EXECUTED by a duly authorised representative of
Scope Global **PTY LTD**:

.....
Signature of authorised representative

.....
Print Full Name

Date

.....
Signature of Witness

.....
Print Full Name

Date

EXECUTED by a duly authorised representative of the
CONTRACTOR:

.....
Signature of authorised representative

.....
Print Full Name

Date

.....
Signature of Witness

.....
Print Full Name

Date

SCHEDULE 1

The Schedule contains additional information related to the Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the Schedule, the terms of the Schedule will apply.

Item 1 – Contractor

Company Name	[insert]
ABN	[insert]
Address	[insert]
Telephone	[insert]
Email	[insert]
Name of Contractor Representative	[insert]
Title	[insert]
Location	[insert]
Contractor Business	[insert]

Item 2 – Scope Global Representative/s

Reporting to:

Name	[insert]
Title	[insert]
Phone Numbers	[insert]
Email	[insert]

Name	[insert]
Title	[insert]
Phone Numbers	[insert]
Email	[insert]

Item 3 - Commencement Date

[insert]

Item 4 – End Date

[insert]

Item 5 – Head Contract

[insert]

Item 6 – Scope of Services

The Contractor will provide the following services:

[insert]

Item 7 – Specified Personnel

Name	[insert]
Title	[insert]
Phone Number	[insert]
Email	[insert]

Name	[insert]
Title	[insert]
Phone Number	[insert]
Email	[insert]

Item 8 – Service Fees

Scope Global will pay the following fees to the Contractor:

Service Item	Currency	Rate	Total Payable
[Insert]	[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]	[Insert]

Item 9 – Expenses

Scope Global will reimburse the Contractor for the following expenses:

Expense Item	\$ Amount
[insert – include details re Expenses]	Specify currency

Item 10 – Insurances

The Contractor must maintain the following insurances with a reputable insurer approved by Scope Global:

- Public liability insurance with a limit of at least AUD\$20 Million for each and every claim;
- Workers compensation insurance; and
- Professional indemnity insurance with a limit of at least AUD\$10 Million for each and every claim to cover the Contractor’s obligations under the Agreement.

Item 11 – Policies and Procedures

The Contractor must comply with the following policies that can be viewed at <http://thepalladiumgroup.com/policies> at all times during the Engagement:

- Company Code of Conduct (Compliance Policy);

- Child Protection Guidelines; and
- Preventing Sexual Exploitation, Abuse and Harassment (PSEAH) Policy.

All DFAT policies found at www.dfat.gov.au including:

- [Preventing Sexual Exploitation, Abuse and Harassment \(PSEAH\)](#);
- [Development for All 2015-2020: Strategy for strengthening disability-inclusive development in Australia's aid](#);
- [Child Protection Policy](#);
- [Family Planning and the Aid Program: Guiding Principles](#);
- [Environment Protection Policy for the Aid Program](#);
- [Displacement and Resettlement of People in Development Activities](#); and
- [Promoting Opportunities for All: Gender Equality and Women's Empowerment](#).

Guidelines for preparing accessible content can be found at:

<https://guides.service.gov.au/content-guide/accessibility-inclusivity/>

The Contractor must comply with all other policies and procedures as notified to the Contractor by Scope Global from time to time.

The Contractor acknowledges and agrees that Scope Global may terminate this contract immediately and without providing notice if the Contractor breaches the Scope Global and/or DFAT Child Protection and Fraud Policies. The Contractor acknowledges that it has read and understood the policies. The Contractor also confirms that it has its own relevant integrity systems in place e.g., Human Resources Policy, Workplace Health and Safety, Child Protection policy.

Item 12 – Special Conditions

[insert]

Annex B: Service Provider Response Form

RFP-24-001 Design and delivery of an On-country First Nations study tour

Service Provider Response Form

(To be completed in full and returned on or before the Closing Date and Time specified in the RFP)

Service Provider Details

Company Name	
ABN / Company Number / Registration Number	
Company Address	
Service Provider Representative Name and Title	
Service Provider Representative Email	
Service Provider Representative Phone	
Names of Service Provider's other key Officers/Directors/Owners	

Response to Mandatory Criteria

For this Response to be considered for assessment, the Service Provider must indicate their response to the mandatory items below.

	Service Provider Response
1. Do you have the appropriate business registration to operate within Australia?	
2. Do you have public liability and professional indemnity insurance cover at the levels appropriate for the delivery of NCP MASS' requirements?	
3. If your proposal is selected, do you have availability to deliver the services at the agreed dates within the period May-July 2024	

Response to the Technical Evaluation Criteria

Please provide your responses to the criteria in the space provided below. Palladium, in its sole discretion, may exclude responses in excess of the maximum word limit from the technical assessment.

A. Relevant past experience demonstrating capability to design and deliver on-country study tours and training aimed at promoting understanding and awareness of First Nations culture, history and experiences.

Please describe your organisation's capability to design and implement study tours or other activities/projects similar/relevant to Palladium's requirements. Please include details of up to three examples of relevant past or current work experience.

Up to 1,000 words

B. Approach to delivering the requirements.

Please describe:

- *Your proposed design, content and structure for the study tour program and the types of activities to ensure the objective are met. Please indicate your ideal study tour cohort size, and your required minimum size to run the program.*

- *How your organisation or your tender proposal involves the indigenous supply chain, First Nations leaders and/or organisations to support the study tour implementation.*
- *Your approach to health, safety and security, managing critical incidents, and provision of welfare support for all participants during the tour. Please also indicate what you see as the key risks to study tour implementation and how you will manage them.*
- *Your approach to ensuring high-quality and on-time implementation of the study tour, and submission of deliverables.*

Up to 1,500 words

C. Use of First Nations personnel or supplier organisations to deliver the services

Please describe how First Nations personnel and supplier organisations will be involved in the delivery of the study tour:

- *How First Nations personnel in your work force will be involved in the design and delivery of the program?*
- *How will you involve First Nations organisations in your supply chain to deliver the services?*
- *How will you involve First Nations leaders and community members in delivery of the services?*

Up to 1000 words

D. Qualifications and experience of proposed personnel.

Please describe the structure of your implementation team, and the qualifications and experience of up to three personnel who will have most responsibility for this study tour.

Up to 800 words

Financial Proposal

Item #	Item Description	(A) Total Price per student exc. GST (AUD)	Service Provider notes if any
1.	<p>All-inclusive fee to deliver the entire requirements of the RFP, inclusive of management and implementation personnel costs, profits and overheads.</p> <p>This also includes study tour costs such as tour materials, ground transport between tour locations, accommodation and meals for participants, and all other relevant tour implementation costs.</p>	a	
(B)			
1.	What cohort size (number of participants) do you propose for this study tour?		
(C = A*B)			
2.	What is the Total Price for the study tour with your proposed cohort size (AUD exc. GST)?		
Whilst NCP MASS will endeavour to secure all 30 participants for the study tour, the actual number could be less depending on demand and people's availability. What cohort size do you require as a minimum to be able to run the study tour?			
4.	For future study tours, do you have capacity to manage larger cohort sizes? If so, what would be your maximum?		

Notes: If GST is payable on the Service Fees, Palladium will pay to the Contractor an additional amount equal to the GST payable on or for the supply of the Services, in accordance with each invoice issued by the Contractor.

Service Provider Insurance Details

(Please indicate your current level of cover for each insurance type).

Insurance	Amount
Public Liability	
Professional Indemnity	
Other (specify if relevant)	

References

(Please provide details of up to three referees we may contact in relation to your submission. We will not contact referees without first getting confirmation from you.)

Referee Name, Position Title and Organisation	Contact Details

Declaration:

I declare that I/we agree with the Terms and Conditions of the Request for Quote and that the information provided in this response form is accurate and correct.

Insert Name and Signature

Insert Position Title of Supplier Representative

Date: