

REQUEST FOR TENDER
RFT AM-1765

for

***2024 Bangsamoro Planning and Development
Authority- Organisational Training Need
Assessment***

for

**Australia Awards and Alumni Engagement Program -
Philippines**

Structure of Invitation

Part A – Procurement Process Guidelines

Part B – Specification

Part C – Draft Contract

Part D – Response



Part A

Procurement Process Guidelines

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REFERENCE SCHEDULE

1. Invitation to Tender

You are invited to submit a tender for provision of:	2024 AAAEP Organisational Training Needs Assessment for Bangsamoro Planning and Development Authority
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2. Principal

Coffey International Development Pty Ltd ABN 63 007 889 081 WorldPark 33 Richmond Road Keswick SA 5035

3. Coffey's Requirements

Coffey International Development Pty Ltd (Coffey) as the managing contractor of Australia Awards and Alumni Engagement Program – Philippines (AAAEP-P) on behalf of the Australian Department of Foreign Affairs and Trade, is seeking tenders from Philippine-based service providers to deliver the services specified in the Terms of Reference

4. Important Dates

Lodgment and Query Dates	
Invitation Issue Date	06 August 2024
Pre-bid Conference	12 August 2024, 2:00 PM via zoom _____
Last Queries Date (Manilla Time)	13 August 2024 at 5:00pm
Closing Date and Time (Manilla Time)	20 August 2024 at 5:00pm
Indicative Timetable	
Completion of evaluation	27 August 2024
Notification to successful Supplier(s)	28 August 2024
Contract executed	September 2024
Notification to unsuccessful Supplier(s)	September 2024
Contract commencement	12 September – 15 November 2024

5. Offers and Lodgment

Alternative Offers	Alternative Offers may not be submitted
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Form of Lodgment	
Form of Lodgment	Internet/electronic

	Adhering to the principles of transparency and equal access on the procurement process, enquiries about the tender and the partner organisation will be lodged in the AAAEP-P website message board created specifically for this tender. Questions and answers can be viewed by all Tenderers	
Internet/electronic lodgment	Lodgment Address	www.australiaawardsphilippines.org/tenders
Offer Validity Period		15 days

6. Contact Person

Name	Milalin S Javellana
Position	Program Director
Email	Milalin.Javellana@australiaawardsphilippines.org

7. Evaluation Criteria

Mandatory criteria	<p>Capacity and experience of the team to manage, design and conduct an evaluation or study as evidenced by the sample work</p> <p>Soundness and comprehensiveness of the study approach and methodology relative to study objectives and questions</p> <p>Expertise and relevance of key personnel in relation to the needs of the study</p> <p>Clear value for money proposition, i.e. how cost will be greatly reduced for the same output and/or how output can be greatly increased for the same cost.</p> <p>Creative and innovative ways of conducting the study given the current situation without sacrificing the quality of the outputs.</p>								
Weighted criteria	<p>The evaluation criteria include, but are not limited to, the following (in no particular order of priority):</p> <table> <tr> <td>A. Team/Organisation's capacity and experience</td><td>20%</td></tr> <tr> <td>B. Study approach and methodology</td><td>35%</td></tr> <tr> <td>C. Key Personnel proposed</td><td>30%</td></tr> <tr> <td>D. Innovation & Value for Money</td><td>15%</td></tr> </table>	A. Team/Organisation's capacity and experience	20%	B. Study approach and methodology	35%	C. Key Personnel proposed	30%	D. Innovation & Value for Money	15%
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B. Study approach and methodology	35%								
C. Key Personnel proposed	30%								
D. Innovation & Value for Money	15%								

8. Indigenous Procurement Policy

Indigenous Procurement Policy	It is Commonwealth policy and therefore Coffey policy, to stimulate Indigenous entrepreneurship and business
	<p>development, providing Indigenous Australians with more opportunities to participate in the economy (see https://www.dpmc.gov.au for further information).</p> <p>Respondents should note that the Indigenous Procurement Policy does not apply to this procurement.</p> <p>However, in completing Part D, Response, Respondents are encouraged to provide information on how their organisation or quote stimulates Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.</p> <p>Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor, and / or use of Indigenous suppliers in the Respondent's supply chain</p>

1 INVITATION

1.1 Coffey's Requirement

Coffey invites the Tenderer to make an Offer in accordance with this Invitation for the provision of Coffey's Requirements.

1.2 Additions and Amendments

Coffey may amend or add to the information in this Invitation or the Specifications at any time before the Closing Date and Time and may extend the Closing Date and Time to enable the Tenderer to amend their Offer.

1.3 Accuracy of Invitation

Coffey makes no promise or representation that any factual information supplied in or in connection with this Procurement Process or Invitation is accurate.

Information is provided in good faith and Coffey will not be liable for any omission from this Invitation.

1.4 The Use of Invitation

Without the express prior written consent of Coffey, the Tenderer must not re-produce, re-advertise and/or in any way use the contents of this Invitation either in whole or in part, other than for the purpose of preparing and lodging an Offer.

1.5 Procurement Process does not create a Contract

The Tenderer's participation in this Procurement Process, (including the preparation and Lodgment of the Offer), is at the Tenderer's sole risk.

Nothing in this Invitation, the Procurement Process, or the Tenderer's Offer must be construed as creating any binding contract or other legal relationship (express or implied) between the Tenderer and Coffey.

2 STRUCTURE OF INVITATION

This Invitation consists of four parts:

Part A Procurement Process Guidelines

Part A contains general information about the Procurement Process and how the Tenderer can make an Offer and how the tender will be evaluated.

Part B Specification

Part B sets out Coffey's Requirements in detail.

Part C Draft Contract

Part C contains the proposed terms of the contract that may be entered into between the Tenderer and Coffey if the Tenderer's Offer is successful. A sample contract can be download here: <https://www.australiaawardsphilippines.org/tenders/tender-documents/part-c-goods-and-services-agreement-template.pdf>

Part D Response

Part D sets out the format and information that the Tenderer is required to provide in the Offer.

The Tenderer must complete all parts of the Part D Response Schedule.

3 COMMUNICATION

3.1 Contact Person

The Tenderer may only communicate with the Contact Person (listed on the front page of this document) about this Invitation, and that contact must be posted through the tender message board.

3.2 Requests for Clarification

Up to and including the Last Queries Date, the Tenderer may submit a query or request for further information from the Contact Person through the tender message board. No emails will be entertained.

Coffey does not guarantee that it will respond to any query, particularly queries received after the Last Queries Date.

Coffey reserves the right in its' discretion to inform all other Tenderers of any question or matter any Tenderer may raise and the response given (but may choose not to do so).

Coffey is not obliged to consider any clarification from any Tenderer that it considers to be unsolicited or otherwise impermissible.

Additional information about this Invitation and any Addendum developed will be made available on the tenders' page of the Australia Awards website
<https://www.australiaawardsphilippines.org/tenders>

4 THE TENDER OFFER

4.1 Format of Offer

The Offer must be completed using the Part D Response Schedule, (unless the Tenderer is otherwise directed).

The Offer must:

- a) be in English
- b) be endorsed by an appropriately authorised officer with any alterations or prices clearly and legibly stated and any alterations initialled
- c) quote prices in Philippine Peso that are tax exclusive and, in relation to tax, must state where the tax is applicable and show that amount separately
- d) stipulate fixed prices (unless otherwise specifically required or indicated)
- e) be concise and only provide what is sufficient to present a complete and effective response.

Coffey may disregard any content in an Offer that is illegible.

4.2 Conforming Offer

The Tenderer must submit a Conforming Offer to be considered.

A Conforming Offer means an Offer by the Supplier that includes all requested information, is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Mandatory Criteria

4.3 Alternative Offers

The Tenderer may also submit an additional Alternative Offer if this option is specified in the Reference Schedule.

Where the Tenderer proposes an Alternative Offer, the Tenderer must:

- a) first submit a Conforming Offer
- b) identify, in detail, the proposed alternative approach or solution
- c) specify how the Alternative Offer differs from the Conforming Offer (including the effect(s) on any pricing)
- d) state the reasons for each instance of change

e) clearly demonstrate how the Alternative Offer is beneficial to Coffey.

4.4 Cost of Preparing the Offer

The Tenderer is solely responsible for the cost of preparing and submitting the Offer(s) and all other costs arising from the Tenderer's participation in the Procurement Process.

5 LODGING AN OFFER

The Tenderer must lodge the Offer through the Australia Awards tender website <http://www.australiaawardsphilippines.org/tenders>. The cover letter must be addressed to:

Milalin Javellana

Program Director

Australia Awards and Alumni Engagement Program Philippines

The Closing Date and Time for lodging the Offer(s) is nominated in the Reference Schedule. Coffey may extend the Closing Date and Time in its absolute discretion.

5.1 Email

Lodgment of Offer through email is only acceptable if there is a documented web server downtime during the deadline date. If the Tenderer is lodging an Offer via email, the Tenderer must satisfy the requirements for email Lodgment specified in the Reference Schedule.

The Tenderer must virus check any Offer (including all constituent files and/or documents) before lodging via email.

The Tenderer is encouraged to lodge the Offer at least two hours before the Closing Date and Time.

Where an Offer is lodged via email, each Lodgment will be regarded as full and complete. If the Tenderer needs to modify a single document or a group of documents, the Tenderer will need to submit all documents again.

Offer(s) lodged via email cannot exceed 10MB.

5.2 Late Offers

If an Offer is lodged after the Closing Date and Time, it may be ineligible for consideration unless:

- a) Coffey determines in its sole discretion that Coffey has caused or contributed to the failure to lodge by the Closing Date and Time; or
- b) Coffey decides that exceptional circumstances exist which warrant consideration of the late Offer and that acceptance of the late Offer does not compromise the integrity of the Procurement Process.
- c) Coffey in its sole and absolute discretion reserves the right to take into account a late tender.

5.3 Validity

By lodging an Offer the Tenderer agrees that the Offer will remain open for acceptance by

Coffey for the validity period specified in the Reference Schedule.

5.4 Coffey's Use of The Tenderer's Offer Materials

Upon Lodgment, all of the Tenderer's Offer Materials will become the property of Coffey. Intellectual Property owned by the Tenderer or any third parties forming part of the Offer Materials will not pass to Coffey with the physical property comprising the Offer Materials. However, the Tenderer acknowledges and agrees that the Tenderer has the authority to grant to Coffey an irrevocable, royalty free licence to use, reproduce and circulate any copyright material contained in the Offer to the extent necessary to conduct the Evaluation and in the preparation of any resultant contract.

6 CONSORTIA AND SUB-CONTRACTING

6.1 Consortia

If the Tenderer is a member of a consortium then the Offer must stipulate which part(s) of Coffey's Requirements that each entity comprising the consortium would provide and how the entities would relate with each other to ensure full provision of Coffey's Requirements. All consortium members that are not natural persons are to provide details relating to their legal nature and any relevant corporate structure.

Coffey will treat the Tenderer as the preferred contact person for any consortium Offer.

6.2 Sub-contracting

If the Offer relies on a sub-contracting arrangement, then the Tenderer must stipulate in the Offer the tasks that the proposed sub-contractor(s) would undertake. The Tenderer will remain legally responsible for meeting Coffey Requirements.

7 PROCUREMENT PROCESS CONDUCT

7.1 The Tenderer's Conduct

The Tenderer must:

- a) ensure all communications are undertaken via the Contact Person
- b) declare any actual or potential conflict of interest
- c) not employ or engage the services of any person who has a duty to Coffey as an adviser, consultant or employee (or former adviser, consultant or employee)
- d) not offer any incentive to, or otherwise attempt to influence, any employee of Coffey or any member of an evaluation team at any time
- e) not engage in any collusive or anti-competitive conduct with any Supplier
- f) comply with all laws in force in the Philippines applicable to this Procurement Process
- g) disclose whether the Tenderer is acting as agent, nominee or jointly with another person(s) and disclose the identity of the other person(s)
- h) not issue any news releases or responses to media enquiries and questions regarding this Procurement Process or this Invitation without Coffey's written approval.

- i) The Tenderer must not be named as not complying with the Workplace Gender Equality Act 2012 (Cth);
- j) The Tenderer must not be listed on the World Bank List or any similar List maintained by a development donor or is the subject of an informal investigation or temporary suspension which could lead the Tenderer becoming so listed;
- k) The Tenderer must not be subject to an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of any workplace relations law, work health and safety law, or workers' compensation law, or if the Tenderer is subject, that the Tenderer has fully complied, or is fully complying with the Court or Tribunal order; and
- l) The Tenderer agrees to contract as a single legal entity.

If the Tenderer acts contrary to the expectations outlined above, Coffey reserves the right (regardless of any subsequent dealings) to exclude the Tenderer's Offer from further consideration.

7.2 Coffey's Conduct

Coffey will:

- a) preserve the confidentiality of any information marked as confidential (subject to conditions concerning confidentiality)
- b) give Suppliers the opportunity to compete fairly.

7.3 Confidentiality

The Tenderer must identify any aspect of the Offer that the Tenderer considers should be kept confidential including reasons. Coffey is not obliged to treat information as confidential and in the absence of any agreement to do so, the Tenderer acknowledges that Coffey has the right to publicly disclose the information.

Any condition in the Offer that seeks to prohibit or restrict Coffey's right to disclose will not be accepted.

Information supplied by or on behalf of Coffey is confidential to Coffey and the Tenderer is obliged to maintain its confidentiality. The Tenderer may disclose confidential information to any person that has a need to know the information for the purposes of submitting the Offer.

7.4 Commonwealth Procurement Rules and PGPA Act

Tenderers should be aware that the Commonwealth Procurement Rules ('CPRs') and the *Public Governance Performance and Accountability Act Rules 2013* (Cth) ('PGPA Act') as amended from time to time, apply to this RFT. The CPRs are available at:

<http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/index.html>

The PGPA Act is available at: <http://www.comlaw.gov.au>

7.5 Indigenous Procurement Policy

It is Commonwealth policy and therefore Coffey policy, to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see <https://www.dpmc.gov.au> for further information).

Tenderers should note that the Indigenous Procurement Policy does not apply to this procurement.

However, in completing Part D, Response, tenderers are encouraged to provide information on how their organisation or tender proposal stimulates Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.

Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor, and / or use of Indigenous suppliers in the Tenderer's supply chain.

7.6 Disclosure of Information Provided by Tenderers

Coffey's selection process for services is conducted in accordance with Australia's Commonwealth Procurement Rules. For the purpose of assessing Tenders, Coffey is required to pass Tenders to Commonwealth Government Departments and Agencies as Coffey sees fit and to relevant Ministers and Parliamentary Secretaries.

It is Coffey policy not to divulge to a Tenderer information that has been provided in-confidence by another.

Tenderers should note that the *Freedom of Information Act 1982* (The Act) gives members of the public rights of access to official documents of the Commonwealth Government and its Agencies. The Act extends, as far as possible, rights to access information in the possession of the Commonwealth Government and its Agencies, limited only by considerations for the protection of essential public interest and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.

8 EVALUATION PROCESS

8.1 Evaluation

Coffey will evaluate and assess only those tenders determined to be complying with the requirements of the Tender Documents. The evaluation of tenders will be on a 'value for money' basis in accordance with Australian Commonwealth Procurement Rules, including but not limited to the following: -

Evaluation Criteria	Weighting
A. Team/Organisational capacity and experience	20%
B. Technical approach to specifications	35%
C. Key Personnel proposed	30%
D. Innovation & Value for Money	15%

Coffey will convene an Evaluation Committee (EC) to undertake the value for money evaluation. Members of the EC could be Coffey or DFAT representatives, representatives of the Partner Government, and/or externally engaged experts at Coffey's sole discretion

Coffey reserves the right to negotiate a successful tender with any of the Tenderers in the event that none of the tenders received fully meet the evaluation criteria.

Coffey reserves the right to accept or reject any tender at any time prior to the award of a contract, without thereby incurring any liability to the affected tenderer or tenderers.

Coffey reserves the right to reject all tenders before re-calling tenders from any source including those tenderers who have already submitted tenders.

In evaluating Offers Coffey will consider:

- a) the Evaluation Criteria
- b) the overall value for money of the Offer

Where mandatory criteria are specified in the Reference Schedule and the Offer does not comply with these criteria, Coffey may choose not to further evaluate the Offer.

Coffey may seek the advice of external consultants to assist Coffey in evaluating the Offers. may in its absolute discretion:

- a) take into account any relevant consideration when evaluating Offers
- b) invite any person or entity to lodge an Offer
- c) allow a Supplier to change its Offer
- d) consider, decline to consider, or accept (at Coffey's sole discretion) an Offer lodged other than in accordance with this Invitation
- e) seek further information from the Tenderer regarding the Offer including but not limited to requests for additional information or presentations by, or interviews with the Tenderer or the Tenderer's key personnel
- f) seek and evaluate relevant financial viability data concerning any Suppliers' business and related entities including seeking any assistance from third party providers
- g) make enquiries of any person or entity to obtain information about any Supplier and its Offer (including but not limited to the referees)
- h) seek clarification of any technical, commercial, risk or other matters at any stage, and may seek a Best and Final Offer in respect of the offer provided by each Tenderer.
- i) visit facilities operated by any Supplier, proposed subcontractors of any Supplier and/or by their customers in order to assess their capabilities and performance (at a mutually convenient time).
- j) is not bound to accept the lowest priced, highest technical or any Tender.

PROPOSAL CONTENTS AND FORMAT

The Proposal must contain:

PART 1 - TECHNICAL PROPOSAL

The technical proposal consists the letter of intent, (as a cover letter), write-up of you and each of your team members, your proposed approach, methodology and work plan with schedule of activities for the conduct of the engagement. The concise CV of every team member must be attached.

Tenders must be submitted according to the terms of this document and the attached parts. The required services (the Services) are described in detail in Part B Specifications.

RFT requirements (contents of the Proposal)

Contents	Full Technical Proposal and Page Limit
Cover Letter	Maximum two pages (excluding attachments), indicating any involvement (in any entity) or similar systems development work in the past, or other related work which you/your team may currently hold.
Curriculum Vitae (CV)	Maximum 3 pages, introducing the members of the team, their academic background, experience. A complete CV that reflects relevant work experience.
Methodology, Approach, Work Plan and Risk Management Plan	<p>Maximum 20 pages including a detailed and logical work plan (in a Gantt Chart) and inclusive projected costs and resources needed.</p> <p>The methodology/approach should response to study questions as stated in the TOR including GEDSI lens in the data collection and analysis of results.</p>
Comments on ToR	<p>There is no page limit for your comments but please be concise.</p> <p>Comments on the Terms of Reference to improve performance in carrying out the assignment. Innovativeness will be appreciated by AAAEP-P in consideration of workable suggestions that could improve the quality and effectiveness of the system</p>

PART 2. FINANCIAL PROPOSAL

The maximum budget for the study is **Php 300,000.00** inclusive of admin and logistical and other reimbursable costs. This amount will be paid through a milestone basis agreed in the contract.

Bids approaching the indicative budget will be unlikely to demonstrate value without extensive additional value-added services, capability, or justification.

Financial Proposal template can be downloaded here:

<https://dev.australiaawardsphilippines.org/tenders/tender-documents/coz-template-aaaepp.xlsx>

8.2 Discontinue Process

Coffey may decide not to proceed any further with the Procurement Process for Coffey's Requirement.

8.3 Shortlisting

Coffey may choose to short-list some Suppliers and continue evaluating Offers from those short-listed Suppliers. Coffey is not at any time required to notify the Tenderer, any Supplier or any other person or organisation interested in making an Offer of its intentions or decision to short-list.

8.4 Negotiation

Coffey may choose to:

- a) enter into negotiations with the Tenderer or any Supplier (including parallel negotiations with more than one Supplier) in order to vary its Offer on grounds of capability / capacity, technical issues, cost, effectiveness, to finalise agreement on the terms of the contract, or any other matters
- b) re-evaluate Offers generally after any negotiation
- c) suspend, discontinue or terminate at any time negotiations with the Tenderer or any Supplier or any other person or organisation
- d) negotiate with the Tenderer or any Supplier for the provision of any part of Coffey's Requirement and negotiate with any other Supplier with respect to the same or other parts of Coffey Requirement and to enter into one or more contracts for part or parts of Coffey's Requirement
- e) negotiate at any time with any organisation that is not a Supplier and enter into a contract in relation to Coffey's Requirement or any part of Coffey's Requirement with that organisation on such terms as Coffey, at its absolute discretion, considers appropriate
- f) seek best and final offers from all or some of the Suppliers. Irrespective of Coffey's right to negotiate and/or seek a best and final offer, The Tenderer is bound by the Offer, and if selected, the Tenderer must be willing to enter into a contract on the basis of the Offer.

8.5 Contract Formation

Coffey may make partial or multiple awards of contract for selected portions of Coffey's Requirement, or accept a portion or the whole of any Offer at the price or prices proposed or subsequently agreed.

No legal relationship will exist between a Supplier and Coffey for the supply of Coffey's Requirement until such time as a binding contract is executed by both parties.

Coffey intends to contract based on the Draft Contract contained in Part C of this RFT. By submitting a Tender, the Tenderer agrees to the Services-Specific and Standard Conditions of Tender, including the Draft Contract. Any non-compliance with the Draft Contract must be documented in Clause 12 of Part D - Tenderers' Response Schedule

9 GLOSSARY

9.1 Definitions

In this Invitation, unless the contrary intention is apparent:

- a) "Alternative Offer" is an alternative or innovate offer which provides a value for money solution that meets Coffey's Requirements
- b) "Closing Date and Time" means the date and time nominated in the Reference Schedule by which Offers are required to be lodged
- c) "Conforming Offer" means an Offer by the Supplier that includes all requested information, is received by the Closing Date and Time, is open for the minimum validity period and satisfies all Mandatory Criteria
- d) "Contact Person" means the person nominated in the Reference Schedule authorised by Coffey to communicate with Suppliers about the Procurement Process
- e) "CPR" means Australian Commonwealth Government's Commonwealth Procurement Rules
- f) "DFAT" means Australian Commonwealth Government Department of Foreign Affairs and Trade
- g) "Evaluation" means the process for considering and evaluating Offers in accordance with clause 8.1
- h) "Intellectual Property" means any patent, copyright, trademark, trade name, design, trade secret, knowhow, or other form of intellectual property and the right to registration and renewal of the intellectual property
- i) "Invitation" means this document inviting persons to lodge an Offer
- j) "Last Queries Date" means the date nominated in the Reference Schedule as the last date for Suppliers to seek information or clarification of any matters relating to this Invitation
- k) "Mandatory Criteria" means the criteria considered by Coffey to be critical and identified in the Reference Schedule
- l) "Offer" means the documents constituting an offer lodged by a Supplier to meet Coffey's Requirement in accordance with this Invitation
- m) "Offer Material" means all documents, data, computer programs, computer discs and other materials and things provided by a Supplier in relation to an Offer arising out of this Invitation
- n) "Part" means a part of this Invitation
- o) "Procurement Process" means the process commenced by the issuing of this Invitation and concluding upon the award of a contract (or other outcome as determined by Coffey) or upon the earlier termination of the process
- p) "Reference Schedule" means the reference schedule in Part A of this Invitation
- q) "South Australian Time" means the time applicable to South Australia, as defined at <http://www.australia.gov/about-australia/our-country/time>
- r) "Specification" means the information about Coffey's Requirement described in Part B
- s) "GEDSI" means Gender Equality, Disability, and Social Inclusion.

- s) "Supplier" or "The Tenderer" means any person or organisation responding to this Invitation by lodging an Offer.



RFT _____

Part B

Specifications

1 INTRODUCTION

1.1 Purpose

The purpose of this procurement is to identify a suitable Service Provider to conduct an Organisational Training Needs Assessment for Bangsamoro Planning and Development Authority (<https://www.australiaawardsphilippines.org>) so it can further assist in the implementation of the Program

1.2 Background

Australia has supported peace and stability in Muslim Mindanao since 1996. Its principal program, Peacebuilding in Conflict-Affected Areas Mindanao Phase 2, supports the ongoing peace process between the Government of the Philippines and the Moro Islamic Liberation Front (MILF). This includes supporting the establishment of the new Bangsamoro Autonomous Region in Muslim Mindanao (BARMM), and working towards long-term stability, security, and development in the region's conflict-affected areas.

One of the organisations that is critical to realise the BARMM's goals of long-term peace, stability and development of the region is the Bangsamoro Planning and Development Authority (BPDA).

BPDA is created under Bangsamoro Autonomy Act No. 06, section 14, as the socio-economic development planning and policy coordinating authority of the Bangsamoro Government. BPDA is responsible for development planning, investment programming, monitoring and evaluation and coordination of all development initiatives in the region. BPDA also provides technical and secretariat services to the Bangsamoro Economic and Development Council (BEDC), as stated in Bangsamoro Autonomy Act No. 06, section 13.

Given this mandate, BPDA needs to build its capacity in leadership, management, and specific technical expertise to effectively deliver its mission of providing technical service to stakeholders in coordinating and developing socio-economic and physical plans, policies, and programs, investment programming, development research, and monitoring and evaluation in pursuit of inclusive and sustainable development of the Bangsamoro.

The conduct of a rapid Organisational Training Needs Assessment (OTNA) is proposed to identify the priority capability areas of the different divisions of BPDA relative to their functions. OTNA can also help BPDA establish its current capability level in identified priority areas. It will also help set the desired level of capability for the next three years. The results of OTNA will be used as a reference to identify the core and specialised training interventions in its learning and development plan.

2 OBJECTIVES

Rapid OTNA aims to identify the priority capability areas of BPDA and its divisions. It also aims to identify the baseline and target capability levels of targeted divisions and develop a three-year learning and development plan based on the OTNA results.

The following activities will be conducted to achieve the objectives of the OTNA:

1. Conduct consultations/Focus Group Discussions with BPDA, DFAT and AAAEP-P to determine the functions and performance of the different divisions in relation to BPDA/ODA Mandate.
2. Develop an OTNA plan, methods and tools that should:
 - a. Address the priority capability requirements of BPDA, which may be based on their relevance to the work of the organisation or specific work units, and the urgency of addressing capability gaps to improve organisational performance
 - b. Review existing OTNA tools of AAAEP in the context of this activity for potential adaption and enhancement.
 - c. Use sound research principles and protocols to ensure that the methods and tools can be used by AAAEP and BPDA.
 - d. be presented to and pre-approved by the DFAT and AAAEP before implementation.
3. Conduct rapid OTNA for BPDA
4. The TNA should:
 - a. Consider and build on the existing organisational assessment tools currently being used by AAAEP and BPDA if available
 - b. Include two levels of assessments: Director/Manager Level and the other one is staff level
 - c. Focus on leadership and functional capacities and other capability needs of BPDA and other divisions as identified.
 - d. Identify three to five top priority desired capabilities of BPDA (e.g. contribution to the strategic directions of BPDA, and urgency.; and
 - e. Identify the learning and development opportunities and recommendations to improve the prioritised capabilities.
5. Develop an OTNA report that specifies the required and desired priority capabilities of BPDA and its divisions/work units and the three-year learning and development (L&D) plan.
6. Present the TNA findings to BPDA and other stakeholders as required by DFAT.
7. Build the capacity of BPDA Human Resources Unit in the conduct of OTNA.

3 SCOPE OF THE SERVICES AND DELIVERABLES

AAAEP-P is seeking to engage a Philippine learning service provider or consultancy to undertake Organisational Training Needs Assessment for Bangsamoro Planning and Development Authority. The period of the engagement will be for two (2) months.

The provider will :

- Conduct briefings and consultations with BPDA, AAAEP-P and DFAT on the OTNA process
- Submit an OTNA plan setting out agreed methodology and tools in conducting the assessment, and workplan detailing key activities and outputs;
- Review all available documents, materials, literatures relevant to the assessment
- Conduct OTNA data collection through key informant interviews (KII) and focus group discussions with BPDA staff, Embassy staff, and AAAEP staff
- Hire proof reader/editor of the reports; and
- Submit OTNA report addressing the study objectives

4 DURATION

The project is expected to start on the 12 September 2024 and conclude no later than 15 November 2024.

5 FEES

Total Milestone payments shall not exceed PHP 300,000.

The provider shall propose total amount (inclusive of tax) payable by Coffey for the provision of the Services. The amount should already include communication, local transportation, supplies and materials that the provider/s will likely incur in the development of the required outputs. Coffey shall not be liable for any costs or expenditure incurred by the Contractor in excess of the proposed amount.

Note that bids approaching the indicative budget will be unlikely to demonstrate value without extensive additional value-added services, capability, or justification.

6 DELIVERABLES AND PAYMENT SCHEDULE

The Contractor must submit the following deliverables within the designated timelines:

Milestone	Outputs	Due Date	% of Fees
1.	Submission and acceptance of the OTNA plan including timetable <i>Note that the approval process includes the presentation of the methodology and tools to AAAEP-P and DFAT.</i>	20 September 2024	30%
2.	Submission and acceptance of Draft TNA report	15 October 2024	30%
3.	Submission and acceptance of Final TNA Report and Other outputs mutually agreed upon between the LSP and AAAEP-P that are necessary for the completion of this engagement	10 November 2024	40%

7 DEGREE OF EXPERTISE AND QUALIFICATIONS OF THE TEAM

This study is limited to Filipino nationals only.

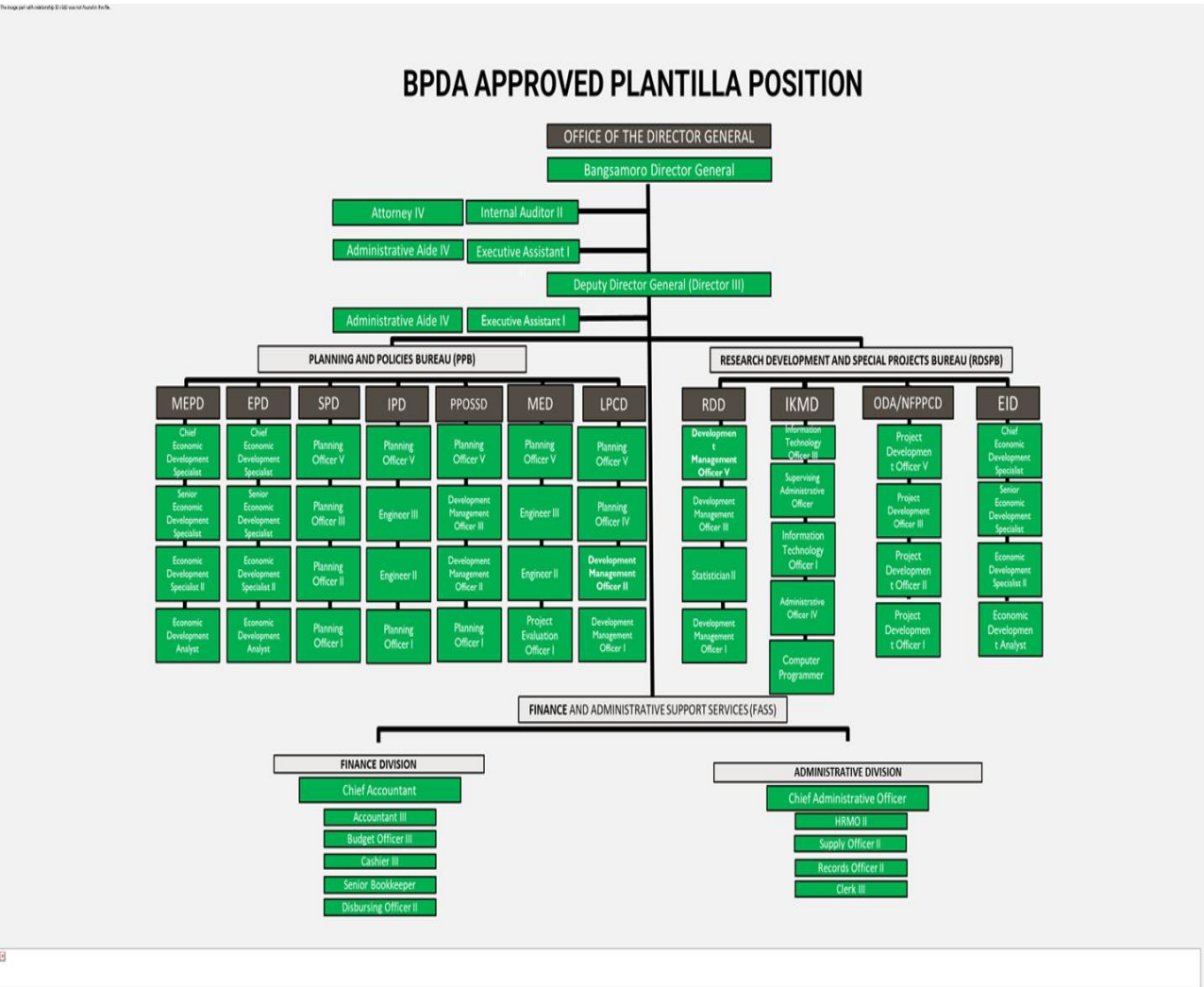
The consultants or service providers must comprise team members with extensive experience and backgrounds in organisational development, human resource management, human resource development, including Gender Equity, Disability and Social Inclusion (GEDSI). Experience in conducting organisational training needs assessments in the context of public sector, in the context of BARMM is a plus. The team should have an editor accountable for ensuring the readability of the written outputs (including drafts) and that the reports use Australian English.

- General requirement for all team members.** All team members should have at least bachelor level academic qualifications; must have extensive experience in organisational development, training or human resources development (e.g. at least five (5) years relevant experience), and must have conducted at least five (5) TNAs in the last ten (10) years. Previous experience working with in BARMM would be considered an advantage.
- Team leader.** In addition to the general requirements, the team leader should have conducted at least five (5) OTNAs or organisational assessments in a leadership role in the last ten (10) years. The team leader should have strong HR and OD experience, preferably in the public sector. Experience in leading an organisational assessment during a crisis or pandemic is an advantage.

The team leader will regularly liaise with AAAEP-P and will be primarily accountable for delivering the outputs of this engagement.

3. **GEDSI Specialists.** There should be at Gender Equity, Disability and Social Inclusion (GEDSI) Specialists who will be primarily accountable for ensuring that the OTNA activity and reports are GEDSI inclusive.

Annex I : BPDA Organisational Structure



Annex II : BPDA Staffing Summary

BPDA STAFFING SUMMARY					
JUNE 2024					
STATUS OF EMPLOYMENT	TOTAL NO. OF EMPLOYEES	MALE	FEMALE	TECHNICAL	NON-TECHNICAL
<i>PERMANENT</i>	59	19	40	47	12
<i>COTERMINOUS</i>	6	5	1	4	2
<i>TOTAL CONTRACT OF SERVICE</i>	62	38	24	39	23
<i>JOB ORDER (Utility)</i>	5	3	2		5
TOTAL	132	65	67	90	42

Part C

Draft Contract



COFFEY INTERNATIONAL DEVELOPMENT PTY LTD

(“COFFEY INTERNATIONAL DEVELOPMENT”)

- and -

< SERVICE PROVIDER >

GS – XXXX SERVICES AGREEMENT

for

AAAEP BPDA OTNA

SERVICES AGREEMENT

THIS AGREEMENT is made < COFFEY WILL INSERT DATE >

BETWEEN: COFFEY INTERNATIONAL DEVELOPMENT PTY LTD

ABN 63 007 889 081 of 33 Richmond Road Keswick SA 5035,
("COFFEY INTERNATIONAL DEVELOPMENT")

AND

< **SERVICE PROVIDER** >
ABN of < address >

Each a "Party" and collectively the "Parties"

RECITALS

- A. Coffey International Development carries on the business of a management consultant and international project manager. Australia Awards and Alumni Engagement Program- Philippines is managed by Coffey International Development on behalf of the Australian Government.
- B. Coffey International Development engages the Service Provider to provide the Services and the Service Provider agrees to provide the Services on the terms of this Agreement.

THE PARTIES AGREE as follows:

RECITALS

The recitals are true and form an operative part of this Agreement

OPERATIVE

Coffey and the Service Provider promise to carry out and complete their respective obligations in accordance with the attached Contract Details and the Schedules.

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.

1. DEFINITIONS

- 1.1 "Acceptance Date" means the date the Services are accepted by Coffey;
- 1.2 "Agreement" means this agreement and all schedules, annexures and other documents as may be incorporated by reference.
- 1.3 "Business Day" means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- 1.4 "Coffey" means Coffey International Development Pty Ltd (Coffey International)
- 1.5 "Commencement Date" means the date specified in Schedule 2, when the supply of Services begins;
- 1.6 "Completion Date" means the date specified in Schedule 2;
- 1.7 "Confidential Information" means:
 - All confidential information including, but not limited to:
 - 1.7.1 the terms of this Agreement;
 - 1.7.2 trade secrets and

- 1.7.3 confidential know-how; and financial, accounting, marketing and technical information and plans, customer and supplier lists, fee rates, tender information. know-how, technology, operating procedures, price lists, data bases, source codes and methodologies, of which the Service Provider becomes aware of or generates (both before and after the day this Agreement is signed) in the course of, or in connection with, the Service Provider's engagement with any Coffey Group Member (including confidential information belonging to any third Party including the Commonwealth of Australia represented by the Australian Department of Foreign Affairs and Trade); and
- 1.7.4 all copies, notes and records based on or incorporating the information referred to in Clause 1.7.1, but does not include any information that was public knowledge when this Agreement was signed or became so at a later date (other than as a result of a breach of confidentiality by, or involving, the Service Provider).
- 1.7.5 subject to laws requiring the disclosing of information or documents, the Parties agree all information obtained in connection with or incidental to the Services, including Confidential Information, are confidential as between the Parties and neither Party will without the prior written consent of the other disclose any of the Confidential Material to any third Party.
- 1.8 "Contract Material" means all material created or required to be developed or created as part of, or for the purpose of performing, the Services, including documents, equipment, information and data stored by any means.
- 1.9 "Contractor" means the Service Provider, contracted to perform the Services under this Agreement;
- 1.10 "DFAT" means the Australian Government's Department of Foreign Affairs and Trade;
- 1.11 "Deliverables" means the reports and any data or other material specified in Schedule 1 required to be delivered throughout the supply of the Services;
- 1.12 "FOI Law" means the Freedom of Information Act (Cth) 1982 and any similar legislation.
- 1.13 "Fraud" means any act of dishonestly obtaining a benefit or causing a loss by deception or other means, including: theft; obtaining property, a financial advantage or any other benefit by deception; causing a loss, or avoiding or creating a liability by deception; providing false or misleading information, or failing to provide information where there is an obligation to do so; making, using or possessing forged or falsified documents; bribery, corruption or abuse of position; unlawful use of computers, vehicles, telephones and other property or services; divulging confidential information to outside sources; hacking into, or interfering with computer systems; and any offences of a like nature to those listed above;
- 1.14 "GST" means the tax imposed by the GST Law;
- 1.15 "GST Law" has the meaning attributed in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- 1.16 "GST Rate" has the meaning attributed in the GST Law; "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.
- 1.17 "Head Contract" means the Contract between Coffey International Development and DFAT.
- 1.18 "Laws" means all Acts of Parliament of the Commonwealth of Australia and of the State of South Australia, and the requirements of all ordinances, regulations, by-laws, orders, and proclamations;
- 1.19 "notice" means written notice. "notify" has a corresponding meaning.
- 1.20 "Personnel" means any subcontractor Service Providers, employees, agents and any other person employed or engaged by the Service Provider to perform this Agreement, and includes the Service Provider's Representative;

- 1.21 “Pre-Existing Service Provider Material” means any Material made available by the Service Provider for use in the provision of the Services that existed prior to commencement of this Agreement or was developed independently from this Agreement.
- 1.22 “Prices” means the prices set out in or determined in accordance with Schedule 2;
- 1.23 “Principal’s Representative” means the person identified in Schedule 2;
- 1.24 “Representative” means either of the persons nominated as the Service Provider’s Representative and Coffey’s Representative;
- 1.25 “Services” means the services specified in Schedule 1;
- 1.26 “Service Provider” means the Service Provider, contracted to perform the Services under this Agreement
- 1.27 “Service Provider’s Representative” means the person identified in Schedule 2;
- 1.28 “Specification” means the specifications for the Services in Schedule 1;
- 1.29 “Term” means the term of this Agreement which commences on the Commencement Date and ends on the Completion Date.

2. INTERPRETATION

- 2.1 In this Agreement (unless the context requires otherwise),
 - 2.1.1 the singular includes the plural;
 - 2.1.2 the plural includes the singular; and
 - 2.1.3 a gender includes every other gender.
 - 2.1.4 words referring to individuals include corporations, unincorporated associations, partnerships, trusts and joint ventures;
 - 2.1.5 a reference to a Party includes that Party’s administrators, successors and permitted assigns;
 - 2.1.6 where the day on or by which something is to be done is not a Business Day, that thing may be done on or by the next Business Day;
 - 2.1.7 a reference to a Clause, subclause, schedule or attachment is a reference to a Clause, subclause, schedule or attachment of this Agreement;
 - 2.1.8 the words “Clause” or “schedule” refer to a Clause or schedule to this Agreement;
 - 2.1.9 a reference to a Clause number includes its sub-Clauses;
 - 2.1.10 the word “or” is not exclusive;
- 2.2 This Agreement between the Parties comprises these standard terms and conditions and all the documents comprised in, and incorporated by reference to, the Schedules. If any of the documents comprising this Agreement are inconsistent, they shall take priority in the following order:
 - 2.2.1 the special conditions (if any) in Schedule 1;
 - 2.2.2 these standard terms and conditions (excluding Schedule 2); and
 - 2.2.3 Schedule 2.

3. TERM

- 3.1 This Agreement commences on the Commencement Date and continues for the Term as set out in the Contract Details in Schedule 2 or until all obligations under this Agreement have been fulfilled, or this Agreement is terminated, except for any Clauses which survive termination, whichever is earlier.
- 3.2 The Service Provider must commence provision of the Services on the Commencement Date by XXXXX and complete the provision of the Services by XXXXX as set out in the Agreement Details in Schedule 2.

- 3.3 The Term of this Agreement may be extended as agreed between the Parties and subject to Agreement performance, availability of funding and DFAT approval.

4. SERVICES

- 4.1 The Service Provider must provide the Services described in the Schedule 1 in accordance with the terms and conditions of this Agreement.
- 4.2. The Service Provider must either complete the Services by the Completion Date or provide the services at all agreed times during the Term, as specified in this Services Agreement.
- 4.3. The Services must be performed:
- a) with due skill, care and diligence;
 - b) to a professional standard and in a timely manner;
 - c) in the most cost-effective manner and using suitable materials; and
 - d) be complete and in accordance with the description in this Services Agreement.
- 4.4. Coffey may inspect the performance and outcome of the Services at any time.
- 4.5 Coffey may at any time give written notice to the Service Provider proposing a Variation ("Variation Proposal") to the scope of the Services ("Varied Services").
- 4.6 Coffey and the Service Provider must agree in writing to the price for the Varied Services as contained in Coffey's Variation Proposal.
- 4.7 The Variation Proposal does not take effect unless and until the Parties reach a written agreement contemplated in Clause 4.6, and the Service Provider must still perform the Services as required under this Agreement.
- 4.8 Unless this Services Agreement states otherwise, the Services may be provided by the Service Provider either personally or through the employment/subcontracting of other persons.
- 4.9. The Service Provider warrants that it will exercise skill, care and diligence to a high standard in providing the Services.
- 4.10. In providing the Services the Service Provider must:
- 4.10.1. comply with any reasonable directions given by or on behalf of Coffey from time to time;
 - 4.10.2. comply with all policies procedures and directives of Coffey so far as they are made known to the Service Provider;
 - 4.10.3. comply with all applicable standards, laws and regulations;
 - 4.10.4. take all reasonable practical measures to ensure the Service Provider's own safety and the safety of the Service Provider's employees;
 - 4.10.5. provide and use appropriate safety equipment and clothing and require employees of the Service Provider to use that equipment;
 - 4.10.6. provide all labour, materials, plant and equipment necessary to perform the Service Provider's obligations under the Agreement;
 - 4.10.7. provide Coffey on request with written evidence of Work Cover and prescribed payments taxation registration (if applicable).
- 4.11. If the Services do not meet their purpose or are not in accordance with this Services Agreement, Coffey may by notice require the Service Provider to redo the Services at no additional cost to Coffey.
- 4.12. Where the Service Provider fails to:
- 4.12.1. remedy a defect in performance of the Services; or

- 4.12.2. redo the Services; within the time specified in a notice given by Coffey under Clause 4.11, Coffey may arrange for the performance of the necessary work and recover the cost from the Service Provider.
- 4.13 Without limiting any other rights or remedies available to Coffey under this Agreement, DFAT may reduce funding available to Coffey in reference to this Agreement, if there is a policy or funding decision which impacts upon Australia's overseas development assistance budget and associated programs.
- 4.14 Upon reasonable notice being given by DFAT to Coffey, and Coffey to the Service Provider, of policy or funding decisions under Clause 4.13, the Service Provider will negotiate with Coffey reasonably reduced management fees, personnel cost fees and operational costs to be paid under this Agreement.

5. DELIVERABLES

- 5.1 If the Service Provider is to provide Deliverables then the details of the Deliverables (if any) set out in Schedule 1, including the delivery dates and the form and content requirements, must be complied with by the Service Provider.
- 5.2 Title in the Deliverables will vest in Coffey on their delivery to Coffey.

6. SERVICE PROVIDER'S WARRANTIES

- 6.1 The Service Provider warrants that the Services will:
- 6.1.1 be provided in full, with due care and skill;
- 6.1.2 be performed by the Service Provider and/or its Personnel; and
- 6.1.3 be performed to the Specification.
- 6.2 The Service Provider warrants that it has made its own assessment of all information made available to the Service Provider in respect of the Services and sought all appropriate professional advice.

7. SERVICE PROVIDER'S RELATIONSHIP, RESOURCES AND CONDUCT

- 7.1 The Service Provider must:
- 7.1.1 conduct itself in a manner that does not invite, directly or indirectly, Coffey's officers, employees or agents to behave unethically, to prefer private interests over Coffey's interests or to otherwise contravene the Coffey International Development Code of Conduct and Client Service Standards as stated in Schedule 4 or Code of Ethics for the Australian Government, and,
- 7.1.2 ensure that its Personnel observe and comply with the provisions of this Agreement.
- 7.2 The Service Provider is able to subcontract or delegate work to others but remains responsible for the agreed contract outcomes.
- 7.3 The Service Provider is liable to Coffey for the acts and omissions of any subcontracted Service Provider as if they were the acts or omissions of the Service Provider.
- 7.4. The Service Provider must not assign or attempt to assign any rights under this Services Agreement without Coffey written consent.
- 7.5. Nothing in this Services Agreement (including this Clause 7) constitutes a relationship of employer and employee, principal and agent, or partnership between Coffey and the Service Provider.
- 7.6 The Service Provider acknowledges that this Services Agreement (including this Clause 7) does not give the Service Provider or the Service Provider's employees authority to bind Coffey.

- 7.7 The Service Provider must not and must ensure that the Service Provider's employees do not, directly or indirectly assume or create or attempt to assume or create any obligation on behalf of or in the name of Coffey.
- 7.8 The Service Provider agrees that any amount paid by Coffey under this agreement can be taken to offset against any claims of underpayment at a later date.

8. SERVICE PROVIDER'S REPRESENTATIONS

- 8.1 The Service Provider represents that prior to entering this Agreement it has made such enquiries and examined such information as it considers necessary to satisfy itself:
- 8.1.1 as to the nature, scope extent and degree of difficulty of the services to be performed by it pursuant to this Agreement; and
 - 8.1.2 as to the availability of suitably qualified and experienced personnel, and all other facilities and information which it is required to provide for the purpose of supplying the Services.
- 8.2 The Service Provider warrants that, at the date of signing this Agreement, no conflict of interest exists, or is likely to arise in the performance of its obligations under this Agreement.
- 8.3 The Service Provider must use its best endeavours to ensure that no conflict of interest arises in relation to the performance of any aspect of this Agreement.

9. NO MINIMUM PURCHASE

Coffey is under no obligation to purchase a minimum quantity of Services from the Service Provider during the Term.

10. NON-EXCLUSIVITY

- 10.1 This Agreement is entered into on a non-exclusive basis.
- 10.2 Coffey may purchase other services similar to the Services in this Agreement from other providers.

11. PRICE

- 11.1 In consideration for the supply of the Services, Coffey will pay the Price.
- 11.2 The Prices include all taxes, duties or government charges imposed or levied in Australia or overseas in connection with this Agreement.
- 11.3 The Prices include all costs of compliance with the Service Provider's obligations under this Agreement. No other costs or expenses are payable by Coffey.

12. TERMS OF PAYMENT

- 12.1 The Service Provider must submit to Coffey correctly rendered invoices.
- 12.2 An invoice will be correctly rendered if:
- 12.2.1. it complies with the requirements of this Services Agreement;
 - 12.2.2. (if appropriate and required by Coffey), it is accompanied by documentation substantiating the amount claimed.

- 12.3. Unless this Service Agreement states otherwise, Coffey will pay for the Services within 30 days after:
- 12.3.1. completion of the Services; or
 - 12.3.2. receipt of a correctly rendered invoice for the Services; whichever is later.
 - 12.3.3 A payment by Coffey to the Service Provider is not an admission of liability. If Coffey 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 Service Provider.
 - 12.3.4 Any overpayment may be offset against any amount subsequently due to the Service Provider or may be recovered in Court as a debt due and payable to Coffey by the Service Provider.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 This **Clause 13** does not affect the ownership of the Intellectual Property Rights in any Pre-Existing Service Provider Material or third-Party Material.
- 13.2 The Service Provider must obtain all necessary copyright and other Intellectual Property Rights permissions before making any Pre-Existing Service Provider Material or third-Party Material available as part of the Services.
- 13.3 All Intellectual Property Rights in the Contract Material vest in Coffey on creation.
- 13.4 To the extent that:
- a. Coffey needs to use any of the Pre-Existing Service Provider Material or third-Party Material to receive the full benefit of the Services, the Service Provider grants to, or must obtain for Coffey, a perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Pre-Existing Service Provider Material or third Party Material; or
 - b. The Service Provider needs to use any of the Contract Material, Coffey grants to the Service Provider, subject to any conditions or restrictions specified by Coffey, a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate such Contract Material.
- 13.5 The licence granted to Coffey under Clause 13.4 (a) does not include a right to exploit the Pre-Existing Service Provider Material or third-Party Material for commercial purposes.
- 13.6 The licence granted to the Service Provider under Clause 13.4 (b) does not include a right to exploit the Contract Material for commercial purposes.
- 13.7 The Service Provider indemnifies Coffey, its officers, employees and agents against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, trade mark or any other intellectual property rights, by reason of Coffey receipt or enjoyment of the Service.

14. INDEMNITY

- 14.1 The Service Provider indemnifies, and undertakes to keep indemnified, Coffey and its employees, from and against any costs, losses, damages, expenses (including legal expenses), liabilities or other outgoings of whatever kind suffered or incurred by Coffey arising out of or in respect of:
- 14.1.1 any negligence, wrongful act or omission or breach of duty by the Service Provider or any of its Personnel;
 - 14.1.2 any breach of a warranty given under this Agreement; or

- 14.1.3 any Event of Default or breach by the Service Provider of any of the provisions of this Agreement.
- 14.2 The Service Provider's liability to indemnify Coffey under Clause 14 will be reduced proportionately to the extent that the loss or liability indemnified was contributed to by negligence by Coffey.
- 14.3 This Clause will survive termination of this Agreement.

15. INSURANCE

- 15.1 The Service Provider must effect and maintain all insurance policies set out in Schedule 2.
- 15.2 The policies referred to in Schedule 2 must be in the name of the Service Provider and must cover the Service Provider and all subcontracted Service Providers for their respective rights, interests and liabilities.
- 15.3 Coffey, in specifying levels of insurance in this Agreement accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of those insurances in respect of how they may or may not respond to any loss, damage or liability.
- 15.4 The Service Provider acknowledges and agrees that it is the Service Provider's responsibility to assess and consider the risks and scope of insurances required under this Agreement.

16. FORCE MAJEURE

- 16.1 Force Majeure means an event or circumstance which prevents a Party ("the Affected Party") from complying with any of its obligations under this Agreement and which that the Affected Party:
 - 16.1.1 did not cause;
 - 16.1.2 cannot control or influence; and
 - 16.1.3 cannot prevent or avoid through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of services from another source and work around plans.
- 16.2 The Affected Party must notify the other Party if the Force Majeure is preventing it from complying with any of its obligations as soon as it becomes aware of the Force Majeure.
- 16.3 The Affected Party's rights and obligations will be suspended to the extent and for so long as the performance of the Affected Party's rights and obligations are prevented or delayed by the Force Majeure.
- 16.4 The Affected Party must keep the other Party informed of the continuation and expected duration of the Force Majeure and of measures taken to comply with this Clause.
- 16.5 The Affected Party must recommence performance of its obligation as soon as possible without delay after the Force Majeure has ceased to exist.

17. TERMINATION

- 17.1 At any time after a default event occurs Coffey may terminate this Services Agreement with immediate effect by giving notice in writing to the Service Provider.
- 17.2 A default event will be taken to have occurred if any of the following events occurs:
 - 17.2.1 the Service Provider fails to start providing the Services on the date specified in this Services Agreement;
 - 17.2.2 the Service Provider fails to proceed at a rate likely to achieve completion of the Services by the Completion Date (if any) specified in this Services Agreement;

- 17.2.3 the Service Provider fails to complete the Services by the Completion Date (if any) specified in this Services Agreement;
- 17.2.4 the Service Provider ceases to provide the Services at any time during the Term (if any) specified in this Services Agreement;
- 17.2.5 the Service Provider fails to:
 - 17.2.5.1 provide and pay for appropriate insurance as required by Clause 15; or
 - 17.2.5.2 provide Coffey with proof of appropriate insurance upon request by Coffey as required by Clause 15;
- 17.2.6 the Service Provider breaches any other provision of this Services Agreement (including these Conditions) and fails to remedy the breach within 30 days after receiving written notice requiring that to be done;
- 17.2.7 any step is taken to enter into any arrangement between the Service Provider and the Service Provider's creditors;
- 17.2.8 the Service Provider ceases to be able to pay the Service Provider's debts as they become due;
- 17.2.9 the Service Provider ceases to carry on business; or
- 17.2.10 any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any part of the Service Provider's assets or business.
- 17.3 Where, before its termination of this Services Agreement under this Clause 17 Coffey has paid an amount on account of the Contract Price to the Service Provider, the Service Provider must on termination repay that amount to Coffey. If not so paid, the amount is recoverable by Coffey from the Service Provider as a debt.
- 17.4 If this Services Agreement is terminated under this Clause 17:
 - 17.4.1 the Parties are relieved from future performance without prejudice to any right of action that has accrued at the date of termination;
 - 17.4.2 rights to recover damages are not affected; and
 - 17.4.3 the Service Provider indemnifies Coffey in respect of any loss Coffey may incur in purchasing similar services from alternative suppliers.

18. TERMINATION FOR CONVENIENCE

- 18.1 If there is a policy or funding decision which impacts upon the Australia's overseas development assistance budget and associated programs, DFAT has an unfettered discretion to, by notice to Coffey International Development, terminate or reduce the scope of the Head Contract.
- 18.2 Without limiting Coffey's rights under this Contract, at law or in equity, Coffey's rights under this Clause 18.2 include the discretion to terminate or reduce the scope of this Contract if DFAT determines that the continuation of this Contract, or the continuation of a program or

initiative for the purposes of which this Contract was entered into, does not support the achievement of value for money by DFAT.

- 18.3 The Parties acknowledge and agree that such a determination by DFAT may be made in the absence of a breach of this Contract by the Service Provider and due to circumstances beyond the Service Provider's and Coffey's control.
- 18.4 If Coffey terminates this Agreement under this Clause 18, Coffey will only be liable to the Service Provider for the following loss or damage incurred as a direct consequence of termination of this Agreement to the extent that they can be reasonably substantiated and are unable to be avoided or mitigated:
- a. fees and any Reimbursable Costs, as payable under Schedule 3 (Pricing Schedule) for Goods and/or Services provided before the effective date of termination (on a pro-rata basis, if applicable); and
 - b. excluding all other loss or damage, including the cost of redundancies, the costs of terminating any subcontracts, loss of profits and all other forms of expectation loss.
- 18.5 Coffey is not obliged to make any further payments to the Service Provider (whether under this Agreement, at law or in equity) if Coffey exercises its rights in Clause 18.2 except as expressly provided under this Clause 18.

19. CONFIDENTIALITY

- 19.1 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 19.1, a Party must use all reasonable endeavours to ensure that persons receiving the Confidential Information do not further disclose the information.
- 19.2 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.

20. GOVERNING LAW AND JURISDICTION

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

21. PRIVACY

- 21.1 The Service Provider is a "Contracted Service Provider" within the meaning of the Privacy Act 1988 (Cth) and, to the extent that it deals with personal information in the provision of Services, agrees to:
- a. comply with the Australian Privacy Principles as they apply to Coffey, including:
 - i to use or disclose personal information only for the purposes of this Contract;
 - ii. take necessary steps to ensure adequate security measures are in place to protect personal information from misuse, interference and loss and from unauthorised access, modification or disclosure;
 - iii. comply with the requirements of Australian Privacy Principle 8 regarding the disclosure of personal information to an overseas recipient;
 - b. not do any act, or engage in any practice, that would – if done in or engaged in by Coffey – breach the Australian Privacy Principles;

- c. comply with any reasonable request or direction of Coffey or the Privacy Commissioner in relation to access to, or handling of, personal information;
 - d. immediately notify Coffey if it becomes aware of a breach or possible breach of any obligations referred to in this Clause, or the initiation of any action by the Privacy Commissioner relevant to this Contract; and
 - e. investigate any complaint arising out of a breach or possible breach of any obligations referred to in this Clause and notify Coffey of that investigation and outcome.
- 21.2 The Service Provider agrees to indemnify Coffey in respect of any loss, liability or expense suffered or incurred by Coffey which arises directly from a breach by the Service Provider of any obligations referred to in this Clause.

22. TAXES

- 22.1 Unless otherwise indicated, the amount payable under the Contract for each supply of Goods and/or Services under this Contract as listed in **Schedule 3** (Service Provider's Proposal) is the value of that supply plus any GST imposed under the GST Act. Payment by Coffey to the Service Provider of the GST shall be subject to the Service Provider providing Coffey with a valid Tax Invoice issued in accordance with the relevant provisions of the GST Act and regulations.
- 22.2 The total amount of GST payable by the Service Provider, and for which the Service Provider seeks payment from Coffey in respect of the supply shall be shown as a separate item on the Service Provider's Tax Invoice.

23. DISPUTE RESOLUTION

- 23.1 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 Service Provider, or Coffey 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 24** (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 Service Provider Representative and Coffey 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.
- 23.2 Subject to **Clause 12** (Terms of Payment), the Service Provider 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.

24. NOTICES

- 24.1 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 in Schedule 1, and sent to that person's relevant

address, by prepaid ordinary post (airmail if posted to or from a place outside Australia), 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 after posting (or seventh if posted to or from a place outside of Australia), or in the case of email, when it is delivered to a system from which the addressee can retrieve it.

25. COUNTER-TERRORISM

- 25.1 The Service Provider 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.

26. FRAUD

- 26.1 The Service Provider must not, and must ensure that its Personnel do not, engage in any Fraud and must prevent and detect Fraud, including Fraud by its Personnel.
- 26.2 The Service Provider must ensure that its Personnel are responsible and accountable to the Service Provider for preventing and reporting any Fraud as part of their routine responsibilities.
- 26.3 If the Service Provider becomes aware of a Fraud, it must report the matter to Coffey in writing within five (5) Business Days. The written report to Coffey must be signed by a Service Provider authorised person and must include the following (where known):
 - a. name of any Personnel (including any sub-contractors) involved;
 - b. the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
 - c. the names of the suspected offender(s) (where known);
 - d. details of witnesses;
 - e. copies of relevant documents;
 - f. references to any relevant legislation;
 - g. a nominated contact officer;
 - h. any other relevant information (e.g., political sensitivities, any other Party or agency that has been informed, involved or that can assist with investigations); and
 - i. the current status of any inquiries commenced by the Service Provider.

27. ANTI – CORRUPTION

- 27.1 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.
- 27.2 Any breach of this Clause 27 will entitle Coffey to issue a notice under Clause 17 (Termination) to terminate this Contract immediately.

28. WORK HEALTH AND SAFETY

28.1 In Carrying out the Services the Service Provider must:

- (a) comply, and ensure that any subcontractor, subconsultant comply, with all Legislative Requirements, codes of practice, standards and policies and other requirements of the Contract in respect of work health and safety;
- (b) ensure so far as is reasonably practicable, the health and safety of workers engaged, or caused to be engaged by the Service Provider, and workers whose activities in carrying out work are influenced or directed by the Service Provider, while the workers are at work;
- (c) ensure so far as is reasonably practicable, that the health and safety of other persons is not put at risk;
- (d) comply with its duty under the WHS Legislation to consult with workers who carry out work for the Service Provider (or are likely to be) directly affected by a work health and safety matter; and
- (e) comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter.

29. PUBLICITY

The Service Provider may not make media or other announcements or releases relating to this Agreement without Coffey's prior written approval except to the extent that the announcement or release is required to be made by law.

30. NOVATION

Under the Head Contract between DFAT and Coffey, DFAT has the right of substitution to further novate this Services Agreement to another managing contractor. The Service Provider, by entering into this Services Agreement for the provision of the Services, acknowledges that this Agreement can be novated and it does not create any contractual relationship between DFAT and the Service Provider.

31. PERFORMANCE ASSESSMENT

- 31.1 The Service Provider acknowledges and agrees that DFAT may issue a Service Provider performance assessment in relation to this Agreement.
- 31.2 The Service Provider agrees that DFAT or Coffey may issue:
 - a. a Service Provider performance assessment; or
 - b. Service provider key personnel performance assessments, in relation to the Agreement
- 31.3 The Service Provider will sign and return the Service Provider performance assessment together with any response within 15 days of receipt and will ensure that the Service Provider personnel performance assessments together with any response any personnel wishes to include are signed and returned within 15 days of receipt.

32. COMPLIANCE WITH DFAT AND COFFEY POLICIES

The Service Provider and its Personnel will ensure it is compliant with all DFAT policies as applicable including:

- (a) the child protection compliance standards in the *Child Protection Policy* for the DFAT – Australian Aid Program, <http://dfat.gov.au/international-relations/themes/child-protection/Pages/child-protection.aspx>
- (b) Disability Action Strategy: <http://dfat.gov.au/about-us/publications/Pages/disability-action-strategy-2017-2020.aspx>
- (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* 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;
- (f) *Gender Equality and Women's Empowerment Strategy 2016* <http://dfat.gov.au/about-us/publications/Documents/gender-equality-and-womens-empowerment-strategy.pdf>
- (g) Anti-Corruption - The Australian Government supports ethical business practices, and the prosecution of those who engage in illegal practices.
<http://dfat.gov.au/internationalrelations/themes/corruption/Pages/corruption.aspx#anti-corruption>
- (h) Counter – Terrorism - ensure that funds provided under this Contract (whether through a subcontract or not) do not provide direct or indirect support or resources to terrorism
<http://dfat.gov.au/international-relations/security/counter-terrorism/our-role/Pages/department-of-foreign-affairs-and-trade-s-counter-terrorism-role.aspx>
- (i) *Fraud Control and Anti-Corruption Plan July 2016* <http://dfat.gov.au/about-us/publications/Documents/fraud-control-anti-corruption-plan.pdf>
- (j) Commonwealth Procurement Rules and Guidelines
<http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/>
- (k) Commonwealth Grant Rules and Guidelines <http://www.finance.gov.au/resource-management/grants/>
- (l) Coffey Code of Conduct and Client Service Standards (attached as Schedule 4)

EXECUTED as an Agreement

SIGNED for and on behalf of Coffey International Development Pty Ltd by:

.....
Signature

.....
Signature of Witness

.....
Name (*Print*)

.....
Name of Witness (*Print*)

.....
Date

.....
Date

SIGNED for and on behalf of [Contractor] by:

.....
Signature

.....
Signature of Witness

.....
Name (*Print*)

.....
Name of Witness (*Print*)

.....
Date

.....
Date

SCHEDULE 1
SCOPE OF SERVICES

SCHEDULE 1

AGREEMENT DETAILS

SERVICE PROVIDER:	
PROJECT:	
COMMENCEMENT DATE:	
COMPLETION DATE:	
LOCATION:	

SERVICE FEES

The total amount payable for the Services shall not exceed the sum of up to: AUD XXXX excluding GST. Coffey International Development shall not be liable for any costs or expenditure incurred by the Service Provider in excess of this amount, unless previously approved by Coffey International Development via a contract variation.

MILESTONE PAYMENTS

Coffey International Development shall pay the Service Provider the Service Fee in instalments known as Milestone payments.

Where a Milestone Payment is to follow acceptance of a report, Coffey International Development shall not be obliged to make full payment until all of the outputs to be achieved by the Service Provider in the period covered by the report have been achieved to its satisfaction.

The Milestone Payments will be payable to the Service Provider progressively, on Coffey International Development's acceptance of the satisfactory completion of identified outputs and a correctly rendered invoice.

Milestone Payments will be paid within thirty (30) days of acceptance by Coffey International Development of the milestones being completed to its satisfaction as summarised below:

MILESTONES:

Milestone Number	Description of Milestone	Milestone Payment Amount AUD (Ex- GST)	Due Date	Means of Verification/ Acceptance
1				
2				
3				

RFT AM _____ AAAEP BPDA OTNA 2024

CLAIMS FOR PAYMENT

The Service Provider claims for payment must be submitted when due pursuant to this Schedule in a form identifiable with the Services.

All claims for payment must include a certification by a duly authorised representative:

- i. that the invoice has been correctly calculated;
- ii. that the services included in it have been performed in accordance with this agreement.

All claims for payment must be made to:

XXXX

Senior Project Manager

Coffey International Development

33 Richmond Road Keswick SA 5035

Email: @coffey.com

Coffey need not pay an amount that is disputed in good faith by Coffey until the dispute is resolved.

INSURANCE POLICIES REQUIRED:

Public and products liability

\$20 million

Professional indemnity

\$5 million

Workers compensation

As legislated

REPRESENTATIVES

Coffey's Representative

Name:

Position:

Telephone:

Email:

Service Provider's Representative

Name:

Position:

Telephone:

Email:

SCHEDULE 3
SERVICE PROVIDER'S PROPOSAL

SCHEDULE 4

Coffey International Development Code of Conduct and Client Service Standards

Purpose

The purpose of a Code of Conduct and Client Service Standards is to provide a framework for decisions and actions in relation to our Employees' conduct both in employment and as Coffey International Development representatives in front of our clients. It underpins our commitment to a duty of care to all Employees, stakeholders and clients receiving our services. The document explains the principles covering appropriate conduct in a variety of contexts and outlines the minimum standard of behaviour and client service expected from Employees.

It is important for Coffey International Development staff and team members to understand that its clients are contracting and paying Coffey to be a professional, responsive and proficient contractor. In the context of this, Coffey staff and team members are not to approach clients for solutions or additional inputs for every problem, rather they should be able to identify and quickly address and solve problems in activity management.

Scope

This policy applies to all Employees of Coffey International Development and all of its subsidiaries and related entities.

This policy applies in respect of conduct which relates to or is connected with, in any way, work with a Coffey company, or in connection with a Coffey Group Company provided benefit. This includes, but is not limited to, Employees who are:

- on Company premises;
- while on duty in any place where Employees of any Coffey company are working;
- representing a Coffey company;
- at a work function organised by a Coffey company;
- travelling for business related purposes.

Definitions

"Company Premises"	means any place or thing used by any Coffey company in the course of conducting its business (whether or not owned by or within the exclusive control of a Coffey company) including, but not limited to: <ol style="list-style-type: none">1. vehicles2. offices3. car parks4. client worksites5. demountables6. workshops7. warehouses8. kitchens.
"Employees"	means Employees as well as other non-Employees (such as independent and sub-contractors) who perform work for a Coffey Group Company.

Responsibilities

Managers and Supervisors

Managers and supervisors are responsible and accountable for:

- Undertaking their duties and behaving in a manner that is consistent with the provisions of the

Code of Conduct and Client Service Standards

- The effective implementation, promotion and support of the Code of Conduct and Client Service Standards in their areas of responsibility
- Ensuring Employees under their control understand and follow the provisions outlined in the Code of Conduct and Client Service Standards.

Employees

All Employees are responsible for:

- Undertaking their duties in a manner that is consistent with the provisions of the Code of Conduct and Client Service Standards
- Reporting suspected corrupt conduct
- Reporting any departure from the Code of Conduct and Client Service Standards by themselves or others.

Code of Conduct

Coffey International Development is a complex organisation, which involves a diversity of relationships. These relationships may be defined by differences in power, status, cultural diversity, organisational structures, contracting relationships, differing country laws, labour laws, international relationships and or national governments. It is essential in such a community that all Employees recognise and respect not only their own rights and responsibilities but also the rights and responsibilities of other members of the community and those of Coffey.

Coffey also recognises that many of their professional employees are also bound by codes of conduct or ethics defined by learned or professional societies or groups. It is recognised that these codes are not always in harmony. It is an obligation of an Employee to weigh the importance of these codes in each particular set of circumstances and notify an appropriate officer of Coffey where such conflict may arise.

Personal and Professional Behaviour

You should not behave in a way which has the intent or effect of offending or embarrassing other Employees or the public in a manner contrary to legislative requirements.

When carrying out your duties, you will:

- Obey any lawful direction from a person who has the authority to give the direction. If you have a dispute about carrying out a direction you may appeal to your senior manager.
- Behave honestly and with integrity. You will avoid behaviour that could suggest that you are not following these principles. This will include a duty to report other Employees who are behaving dishonestly.
- Make sure that you carry out your work efficiently, economically and effectively as you are able and that the standard of your work reflects favourably on yourself and the company.
- Follow the policies of the company in all aspects of work to achieve outcomes that are socially responsible and sustainable.
- Treat Employees, clients and stakeholders with respect.
- Maintain individuals' rights to privacy and undertake to keep personal information in confidence.
- Do not use, possess or distribute pornographic or offensive materials.
- Comply with all national and international laws.
- When representing the Company in public forums:

1. Employees at all levels represent the Company in the course of their employment including when travelling on Company business, attending functions on behalf of the Company or internal Company meetings, conferences, training programs, seminars or any other function.
2. Your behaviour in all these circumstances reflects on the Company and its image. As such, you should act in an appropriate business-like manner that will in no way harm the image of the Company or infringe any other Company policy including the Discrimination Free Workplace Policy.
3. Where any Company function or meeting is held that involves the availability of alcohol, steps should be taken to ensure that it is not abused. You should be aware that being work-related, behaviour in those situations can be subject to disciplinary procedures.

Conflict of Interest

Potential for conflict of interest arises when it is likely that you could be influenced, or it could be perceived that you are influenced by a personal interest when carrying out your duties. Conflicts of interest that lead to biased decision making may constitute corrupt conduct.

Some situations that may give rise to a conflict of interest include situations where you have:

- Financial interests in a matter the company deals with or you are aware that your friends or relatives have a financial interest in the matter;
- Directorships/Management of outside organisations;
- Membership of Boards of outside organisations;
- Personal relationships with the people the company is dealing with which go beyond the level of a professional working relationship;
- Secondary employment, business, commercial, or other activities outside of the workplace which impacts on clients and/or Employees of the company;
- Involvement in Party political activities;
- Access to information that can be used for personal gain.

You may often be the only person aware of potential for conflict. Therefore, it is your responsibility to avoid any financial or other interest that could compromise your ability to perform your duties impartially. It is also your responsibility to report any potential or actual conflicts of interest to your manager.

If you are uncertain whether a conflict exists, you should discuss that matter with your manager and attempt to resolve any conflicts that may exist.

You must not submit or accept any bribe, or other improper inducement. Any advances of this nature are to be reported to senior management. If you are dealing with, or having access to, sensitive information, you should be particularly alert to inappropriate attempts to influence you.

Outside employment/other external business activities

If you work full time for the company and you wish to engage in paid employment/other business activities (including participation in family company) outside your official duties you are required to seek the approval of your manager and Human Resources. The approval should not be unreasonably withheld. However, if there is any real or potential conflict of interest the duties of your position with the company must come first.

If you work for the company on a part time or casual basis, you are required to advise your manager and Human Resources of any real or potential conflict of interest between your employment for the company and any other employment.

The company can request the details of any other employment in the event of allegations of conflict of interest.

Public Comment

Individuals have a right to give their opinions on political and social issues in their private capacity as members of the community.

Employees must not make official comment on matters relating to the company unless they are:

- authorised to do so by the General Manager and CEO
- giving evidence in court
- otherwise authorised or required to by law.

Employees cannot release the contents of unpublished or privileged knowledge unless they have the authority to do so.

Use of Company Resources

Employees must ensure responsible management and security in the use of Coffey resources and any resources managed by them for or on behalf of others.

Requests to use company resources outside core business time should be referred to management (or person authorised to handle such matters), for approval.

If Employees are authorised to use company resources outside core business times they must take responsibility for maintaining, replacing, and safeguarding the property and following any special directions or conditions which apply. Company resources can include equipment, typing facilities, photocopiers, computers, tools, motor vehicles etc.

Employees using company resources **without** obtaining prior approval could face disciplinary and/or criminal action. Company resources are not to be used for any private commercial purposes (e.g. for 'profit' purposes) under any circumstances.

Security of Information

Employees are to make sure that confidential and sensitive information in any form (e.g. documents, computers files) cannot be accessed by unauthorised persons. Sensitive material should be securely stored overnight or when unattended.

Employees must ensure that confidential information is only discussed with people who are authorised to have access to it. It is considered a serious area of misconduct to deliberately release confidential documents or information to unauthorised persons, and may incur disciplinary action.

Intellectual Property/Copyright

The term 'intellectual property' includes the rights relating to scientific discoveries, industrial designs, trademarks, service marks, commercial names and designations, and inventions.

Coffey is the owner of intellectual property created by Employees in the course of employment unless a specific prior agreement has been made. Employees must clarify the intellectual property position before making any use of that property.

Discrimination, Harassment and Workplace Bullying

Employees must not harass, discriminate against, or support others who harass and discriminate against colleagues or members of the public on the grounds of sex, pregnancy, marital status, age, race (including their colour, nationality, descent, ethnic or religious background), physical or intellectual impairment, homosexuality or transgender. Employees also must not participate in any form of workplace bullying or support others who do so.

Any employee who uses any of Coffey's resources to perpetrate harassment or domestic violence (e.g. use of work phones, use of cars, use of workspaces etc.) will be subjected to disciplinary processes, which may include termination of their employment.

Managers must make sure that the workplace is free from all forms of harassment, unlawful discrimination and workplace bullying. They should understand and apply the principles of Equal Employment Opportunity and ensure that the Employee they supervise are informed of these principles and are made aware of the Grievance Handling procedures.

In addition, Coffey does not condone any form of domestic violence and is committed to ensuring the Employees are provided with information, training and support on how to effectively address domestic violence.

Child Protection

For the purposes of this Code of Conduct and Client Service Standards, a child is any person under the age of 18 years.

The onus is on all Employees to use common sense and avoid actions or behaviours that could be construed as child exploitation and abuse when working for Coffey.

When carrying out your duties, you will:

- treat children with respect regardless of race, colour, gender, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status;
- not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate;
- not engage children under the age of 18 in any form of sexual intercourse or sexual activity, including paying for sexual services or acts;
- wherever possible, ensure that another adult is present when working in the proximity of children;
- not invite unaccompanied children into your home, unless they are at immediate risk of injury or in physical danger;
- not sleep close to unsupervised children unless absolutely necessary, in which case you will obtain your supervisor's permission, and ensure that another adult is present if possible;
- use any computers, mobile phones, video cameras, cameras or social media appropriately, and never to exploit or harass children or to access child exploitation material through any medium;
- not use physical punishment on children;

- not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury;
- comply with all relevant Australian and local legislation, including labour laws in relation to

child labour;

- immediately report concerns or allegations of child exploitation and abuse and policy non-compliance in accordance with appropriate procedures; and
- immediately disclose all charges, convictions and other outcomes of an offence, which occurred before or occurs during your association with Coffey that relate to child exploitation and abuse.

When photographing or filming a child or using children's images for work related purposes, you will:

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

Breaches of this child protection Code of Conduct and Client Service Standards may result in disciplinary and/or criminal action.

Corrupt Conduct

Commonly it involves the dishonest or partial use of power or position which results in one person/group being advantaged over another. Corruption can take many forms including, but not limited to:

- official misconduct;
- bribery and blackmail;
- unauthorised use of confidential information;
- fraud; and
- theft.

Any form of corrupt conduct will not be tolerated by the company. Disciplinary action up to and including dismissal will be taken in the event of any Employee participating in corrupt conduct.

Occupational Health & Safety

It is the responsibility of all Employees to act in accordance with the occupational health and safety legislation, regulations and policies and their respective organisations and use security and safety equipment provided.

Specifically, all Employees are responsible for safety in their work area by:

- following the safety and security directives of management;
- advising management of areas where there is a potential problem in safety and reporting suspicious occurrences; and
- minimising risks in the workplace.

Conduct of Current / Former Employees

Employees should not misuse their position to obtain opportunities for future employment.

Employees should not allow themselves or their work to be influenced by plans for, or offers of employment outside of Coffey. If they do there is a conflict of interest and their integrity and that of Coffey is at risk.

Former Employees should not use or take advantage of confidential information obtained in the course of their official duties that may lead to gain or profit, until it has become publicly available.

Client Service Standards

All Coffey International Development staff and team members are committed to the following Client Service Standards:

- Implement activities professionally, with a focus on quality, developmental impact and long term sustainability and with proper regard to cross-cutting development policies, such as gender and the environment, and the whole-of-government approach to development.
- Maintain productive relationships with their counterpart Government and activity stakeholders. This includes a genuine focus on transferring skills to counterparts and promoting counterparts' longer term 'ownership' throughout the delivery of the activity.
- Focus on achieving results and outcomes in a manner that is always accountable and demonstrates probity, procedural fairness and value for money.
- Take responsibility for progress of activities, consulting actively with the client and their counterpart on important problems and issues.
- Use experience and judgement to identify substantive problems in advance and then approach the client (and where appropriate the counterpart) with well-considered, well costed, options and recommendations.
- Demonstrate value adding, innovation, analytical rigour and quality assurance in project or activity management. This includes ensuring quality, clarity and accuracy of reporting, invoicing and financial management.
- Promote high standards of personal conduct/behaviour, teamwork and respect at all times. Lapses in these areas undermine relationships with counterparts, undermine activity effectiveness and reflect poorly on the client.
- Never make decisions that are the proper preserve of foreign governments and/or the funding agency, which alter the substance of the activity or create 'surprises' for the client or the counterpart.

Breaches of the Code of Conduct and Client Service Standards

Employees should note that breaches of certain sections of this Code of Conduct and Client Service Standards may be punishable under laws and legislation.

Breaches of this Code of Conduct and Client Service Standards may lead to disciplinary action. The process for disciplinary action is outlined in Coffey policies and guidelines, relevant industrial awards and agreements.

I acknowledge that I have read and understood the above Code of Conduct and Client Service Standards and will comply with its contents.

Name	
Position	
Program	
Signature	

Acknowledged by Coffey International Development Pty Ltd

Name	
Signature	