

# Australia-Africa Partnerships Facility (AAPF) Deed of Standing Offer – Mining Governance Consultancy (Company) Panel

*Between*

**Cardno Emerging Markets (Australia) Pty Ltd**  
**ACN: 006 170 869**

*and*

**Insert Contractor's name**

**As a member of the Africa Program Support Group Mining  
Governance Consultancy (Company) Panel**

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**Deed of Standing Offer Number: AAPF APSG xxx**

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**Cardno Emerging Markets (Australia) Pty Ltd**

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# Cardno's Deed of Standing Offer

## Nature of this Deed of Standing Offer

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This Deed of Standing Offer sets out the terms and conditions under which Cardno Emerging Markets (Australia) Pty Ltd (herein referred to as "Cardno") engages consultants working as contractors to perform services in relation to our various Projects or Programs.

Our Deed of Standing Offer intends to strike a balance between Cardno and you without imposing unduly harsh or onerous obligations. That said, there are a number of contractual conditions specified in the Head Contract that we are required, by the Client, to pass through or transfer to any Personnel or subcontractors engaged on the Project.

## Our Commitment to You

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We seek a satisfying and successful outcome for all parties and recognise that enhancing your personal reputation is as important as enhancing ours. We commit to providing suitable and effective support to enable you to achieve quality outcomes. If you feel at any time that we are not providing appropriate support we encourage you to contact your Project Director or Cardno Manager responsible for your Project.

# Deed of Standing Offer Details

Item No.	Description
1. Deed of Standing Offer Number	AAPF APSG xxxx
2. Project Title	Australia-Africa Partnerships Facility (AAPF) APSG Mining Governance Consultancy Panel
3. Client	Cardno Emerging Markets (Australia) Pty Ltd
4. Donor	AusAID
5. Contractor	Insert Company Name
6. Specified Contractor Personnel	Various – to be advised in Services Orders
7. Contractor's Contact Details	Insert Company Contact details
8. Partner Country	This Deed relates to countries across the entire continent of Africa as well as the Contractor's home location and/or Australia
9. Location	Locations across Africa, Australia and the Contractor's home location as approved and specified in Services Orders
10. Start Date	Insert start date
11. Finish Date	30 June 2014
12. Term refer also Clause 1 Schedule 1	Open and to be specified with each specific individual Services Order
13. No. of Inputs refer also Clause 1 Schedule 1.	As requested by Cardno and/or AusAID
14. Recreation Leave Entitlements refer also Clause 2 Schedule 1	20 working days per annum pro rata as set out in Schedules 1 and 4
15. Contractor's Country of Registration	Australia
16. Specified Personnel Point of Origin	To be advised for each specific Services Order Specified Personnel.
17. Cardno Manager	Kristen Collins
18. Team Leader or equivalent	Michael Baxter (Facility Director)
19. Project Director or equivalent	Gavin Wyngaard
20. Project Manager or equivalent	Insert Project Manager
21. Regional Administrator	Sonia Fallon
22. Funding Source	As specified in each Services Order

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# Standard Terms and Conditions

## 1. The Parties

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- 1.1. This Deed of Standing Offer sets out the terms and conditions under which Cardno Emerging Markets (Australia) Pty Ltd and ACN 006 170 869 engages **Insert company name** to perform the Services in relation to the Project noted at **Item 2** of the **Deed of Standing Offer Details**. For the purposes of this Deed of Standing Offer, Cardno Emerging Markets (Australia) Pty Ltd will be referred to as "Cardno" or "we" or "our" or "us" and **Insert Company Name** as "Contractor" or "Contractor Personnel" or "your Personnel" or "Consultant" or "you" or "yours" or "they".

## 2. The Deed of Standing Offer

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- 2.1. This Deed of Standing Offer consists of:
- (a) The **Deed of Standing Offer Details**, which summarise details unique to this Deed of Standing Offer;
  - (b) The **Standard Terms and Conditions** on which we engage you; and
  - (c) The **Schedules**, which contain Project Specific and/or Client Requested Terms and Conditions, Definitions and Interpretations, Scope of Services for possible work to be performed under this Deed of Standing Offer, the indicative Basis of Payment to be used with each Services Order as well as other explanatory notes and documents as may be required by our Client ([AusAID](#)).
- 2.2. Should this Deed of Standing Offer contain any discrepancy, ambiguity or inconsistency then the order of precedence of those documents forming this Deed of Standing Offer listed at **Clause 2.1** above shall apply to resolve the discrepancy, ambiguity or inconsistency.
- 2.3. For the purposes of this Deed of Standing Offer and unless the context otherwise requires:
- (a) words importing the singular include the plural and vice versa;
  - (b) words of the masculine gender include the feminine and vice versa;
  - (c) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
  - (d) a reference to Cardno includes our successors and permitted assigns;
  - (e) a reference to Project includes Programs and vice versa;
  - (f) paragraph headings are for reference only and will not affect the interpretation of this Deed of Standing Offer; and
  - (g) a reference to a person will be construed and taken to be a reference to an individual, partnership, body corporate, trust or governmental department or instrumentality (whether Federal, State or local) and whether incorporated or not.

## 3. The Assignment

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- 3.1. You agree to satisfactorily perform the Assignment:
- (a) at any of the the Locations noted at **Item 9** of the **Deed of Standing Offer Details**;
  - (b) in accordance with the Scope of Services at **Schedule 3**;
  - (c) on the terms set out, and as amended by the Parties from time to time as is contained in each Services Order; and

- (d) with the level of care, skill, competence, and diligence expected of a professional experienced in carrying out the type of services required.
- 3.2. Unless otherwise stated in this Deed of Standing Offer, you, your Personnel and any subcontractors acknowledge that this assignment is non-exclusive.
- 3.3. The Assignment will be undertaken in the name of Cardno. You, your Personnel and any subcontractors will observe the professional standards which we require. You, your Personnel and any subcontractors will not represent yourself as being an employee, partner or agent of Cardno, our Client ([AusAID](#)), Donor(s), or of the Commonwealth of Australia.
- 3.4. You, your Personnel and any subcontractors will complete the Assignment as stated within an individual Services Order within the Term noted at **Item 12** of the Deed of Standing Offer Details. If the Assignment is not completed within the Term noted, you, your Personnel and any subcontractors will continue to work without delay to complete the Assignment in accordance with this Deed of Standing Offer, however your entitlement to Remuneration will cease on expiry of the Term. Where Cardno considers that a delay has arisen, in whole or in part, because of an act or omission on the part of Cardno, AusAID, or other acts outside the Contractor's reasonable control, Cardno may, by notice in writing to the Contractor, extend the time for performance of the relevant obligation of the Contractor.
- 3.5. Unless otherwise agreed in writing between the parties, a Services Order must:
- 3.5.1. Be approved and signed by the AAPF Facility Director; and
- 3.5.2. Be approved and signed by the Contractor; and
- 3.5.3. Display the words "Services Order"
- before the Services Order can come into effect.
- 3.6. When Cardno requires the provision of the Services, Cardno will specify the precise Services in the official Services Order and will complete and send the official Services Order to you. You will promptly acknowledge all official Services Orders placed and sign if acceptable. Each Services Order will create a separate Contract between Cardno and you.
- 3.7. The parties agree that the terms of each Services Order created by the placement of an official Services Order will be:
- 3.7.1. Those set out in this Deed of Standing Offer; and
- 3.7.2. Any additional terms specified in the Services Order.
- 3.8. In the event of any inconsistency between the terms specified in the official Services Order and this Deed of Standing Offer, the terms of the official Services Order will prevail to the extent of any inconsistency.
- 3.9. Where noted in the Scope of Services (**Schedule 3**), an Assignment Report must be prepared and submitted to the Team Leader or Project Director upon completion of the Assignment. We will provide you with details of the layout and requirements for the Assignment Report.
- 3.10. You, your Personnel, your subcontractors and any accompanying dependants agree to conduct yourself or themselves in a way that maintains friendly relations between us, our Client ([AusAID](#)), Donor, counterpart agencies, the government and people of the Partner Country. You will not make any public statement that may adversely reflect on us, our Client, Donor, counterpart agencies or the government and people of the Partner Country.

- 3.11. You, your Personnel and any subcontractors agree to comply with our procedures and instructions relating to the Project, working conditions, welfare and security.
- 3.12. You agree that aside from Cardno, either AusAID or other departments or agencies of the Commonwealth of Australia, may elect to order services from you as set out in a Services Order under this Deed of Standing Offer.
- 3.13. It is an express condition of this Deed of Standing Order that we may at any time purchase or acquire services, the same or similar to the Services as specified in this Deed, in any other way, and from any other person, on such terms and conditions as may be agreed between Cardno and that other person.

#### 4. Payment of Fees and Reimbursables

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- 4.1. We will pay you the Fees and Reimbursables (Remuneration) for the work performed under each individual Services Order, consistent with the indicative Basis of Payment at **Schedule 4**.
- 4.2. You acknowledges that we may not require you to provide any services at all under this Deed of Standing Offer. You further acknowledges that we give no representation or undertaking that any minimum amount of work will be provided under this Deed of Standing Offer.
- 4.3. The Remuneration is fixed for the Term.
- 4.4. Subject to **Clause 3.4** above, your entitlement to payment of the Remuneration begins on the Start Date of each individual Services Order and finishes at the expiration of the Term for that Services Order. Payment will not be made outside the dates of any Services Order.
- 4.5. If your Personnel's accrued recreation leave has not been taken before the expiration of the Term, you will not be entitled to further payments of the Remuneration after the last day of the Term.
- 4.6. The Remuneration is inclusive of any overtime or penalty payable by us to you, your Personnel, or your subcontractors.
- 4.7. Unless stated otherwise in **Schedule 4**, all payments made by us will be made in the currency of the Deed of Standing Offer between us and our Client.
- 4.8. Allowances will be paid in accordance with the provisions set out in the Deed of Standing Offer.
- 4.9. We may adjust the payments under **Schedule 4** at any time if we reasonably believe that you or your Personnel or your subcontractors have not performed any part of the Scope of Services in a timely and proper manner, or have otherwise failed to comply with your obligations, or have been overpaid.
- 4.10. We may at any time offset any amount due for payment by us to you against any amount due for payment by you to us.
- 4.11. Unless agreed otherwise we will pay the Remuneration to one bank account nominated by you.
- 4.12. We will transfer to your nominated bank account the Remuneration for the work performed under each individual Services Order, in accordance with the indicative Basis of Payment set out in the Services Order.
- 4.13. Unless expressly stated otherwise, all amounts payable under the Services Order are exclusive of GST.

## 5. Taxation and Income Tax

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- 5.1. Unless agreed otherwise you are responsible for payment of any and all taxes, levies and other Government charges that may apply within or outside your Country of Registration.
- 5.2. We will withhold funds from your Remuneration where required under the laws of Australia or another country.
- 5.3. You will indemnify us for any costs that we may incur in the Partner Country or your Country of Registration in relation to your failure to meet any assessment or penalty under any applicable tax legislation.

## 6. Medical, Dental, Evacuation and Travel Insurance

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- 6.1. In connection with the performance of the Services, you, your Personnel and your subcontractors must have and maintain during the Term the following valid and enforceable insurance policies:
  - (a) adequate medical and dental insurance for persons who are engaged to operate outside their country of permanent residence;
  - (b) adequate insurance for medical evacuation and evacuation resulting from an insured event; and
  - (c) adequate general travel insurance.
- 6.2. You acknowledge that:
  - (a) we are not qualified to advise you or your Personnel or your subcontractors in relation to what vaccinations and medications may be necessary during this Assignment;
  - (b) you or your Personnel or your subcontractors have sought their own medical advice from a qualified medical practitioner regarding vaccination and medical requirements which may be necessary during the Assignment;
  - (c) we will not be held liable for any failure or omission to inform you or your Personnel or your subcontractors of any possible health risks which may affect them during the Assignment;
  - (d) where an act or omission of yours or your Personnel or your subcontractors results in an insurer denying cover under any policy or causes any insurance to be voided, we will have no liability to you, or your Personnel or your subcontractors, or any accompanying dependant persons for any loss or damage incurred;
  - (e) you are responsible for any medical, hospital and dental expenses incurred as a result of injuries or accidents;
  - (f) we will not be responsible for the payment of health insurance premiums or medical, hospital or dental expenses for you, your Personnel or your subcontractors except where provided for in Service Orders;
  - (g) you are responsible for arranging all insurances relating to you, your Personnel and any subcontractors, their family and property; and
  - (h) you will be liable for the cost of all inoculations, vaccinations and medications, whether compulsory, recommended or otherwise, except where provided for in Service Orders.
- 6.3. You are responsible for the cost of any other medical, dental, evacuation and travel insurances you may require that are additional to those specified in this Deed of Standing Offer, except where provided for in Service Orders.



## 7. Expenses and Travel

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- 7.1. We will reimburse you for those expenses listed in the Services Order on the proviso that appropriate documentation of the expenditure (as required by us and/or our Client and noted in Services Order) is provided with your invoice. No expenses other than those in Services Order will be reimbursed.
- 7.2. Unless otherwise agreed in writing you will make all travel arrangements, based on Cardno's specified class of travel, and the travel itinerary, to meet the needs of the Project.
- 7.3. AusAID standard rates for accommodation, per diems and other travel related expenses will be used in determining the rates in Schedule 4. These rates are standard issue from AusAID and are not negotiable between Cardno and the Contractor for any Services Order.
- 7.4. Travel related costs will not be paid for any work performed within the Contractor's home location.

## 8. Resources and Computer Viruses

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- 8.1. Unless otherwise advised by us, you must provide all necessary equipment to perform the services under this Deed of Standing Offer.
- 8.2. You will take all reasonable steps to ensure that all electronic data (eg disks, electronic mail and attached documents) sent to us whether using your own equipment, or equipment provided by the Project, or third party equipment are clear of any computer viruses or similar which could cause file and system attacks.

## 9. Subcontracting

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- 9.1. You must not assign the benefit and obligations nor subcontract the Services under this Deed of Standing Offer without our prior written consent. Any such consent may be given subject to whatever conditions we consider appropriate.
- 9.2. You agree that at all times you shall remain fully responsible for the performance of your obligations and that of your Personnel and any subcontractors under this Deed of Standing Offer.
- 9.3. When subcontracting work under this Deed of Standing Offer you shall ensure that all relevant obligations under this Deed of Standing Offer are passed onto the subcontractor. Notwithstanding this requirement you agree that you remain at all times liable for the performance or non performance of a subcontractor engaged by you.
- 9.4. When subcontracting work under any Service Order, you must ensure that any sub-contractor engaged during the term of the Service Order is not:
  - (a) Listed on a World Bank List of Ineligible Firms and Individuals, the Asian Development Bank's Published Sanctions List or other similar lists by other donors;
  - (b) Subject to any proceedings or any informal process which could lead to listing on a World Bank List of Ineligible Firms and Individuals, the Asian Development Bank's Published Sanctions List or other similar lists by other donors;
  - (c) Temporarily suspended from tendering for World Bank or other donors of development funds contracts, pending the outcome of a sanctions process;
  - (d) The subject of an investigation (whether formal or informal) by the World Bank, Asian Development Bank or another donor of development funding.

- 9.5. If you have engaged a subcontractor in contravention of Clause 9.4, you must immediately, on becoming aware or being notified of the breach, terminate the subcontract. Any costs incurred by you in relation to termination shall be borne by you.

## 10. Contract Performance

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- 10.1. The services must be performed only by Personnel and subcontractors approved in writing by us.
- 10.2. You must immediately notify us in writing if you or your Personnel or your subcontractors are unable, or may become unable, to carry out the Services. In this event, you may propose replacement Personnel or subcontractors and we may:
- (a) accept the replacement Personnel or subcontractors; or
  - (b) reject the replacement Personnel or subcontractors and terminate this Deed of Standing Offer under **Clause 24** below.
- 10.3. Without limiting the discretion in this **Clause 10**, we will have reasonable grounds for rejecting the replacement Personnel or subcontractors if they are unacceptable to our Client or the Recipient Organisation, or if replacement Personnel or subcontractors are likely to introduce significant delay in the performance of the Services (including the time it may take to appoint them and have them commence work).
- 10.4. You must keep detailed timesheets for your Personnel and your subcontractors in a form to be approved by us.

## 11. Liaising and Reporting

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- 11.1. Unless noted otherwise, all communication between you and us (including reports, general correspondence, or other materials) must be in the English language.
- 11.2. You must liaise with and report to our authorised representatives as detailed in this Deed of Standing Offer. You must inform us as soon as practicable if you encounter any actual or potential difficulties in performing the Services and provide details of your proposal to deal with the difficulties.
- 11.3. All written reports and other written documents must be delivered to us in both hard copy and electronic form. Unless notified otherwise, the electronic version must be in a form which is readable with all necessary formatting using the Microsoft Office 2007 range of software, or software that is fully compatible with and readable by Microsoft Office 2007 including any updates.
- 11.4. Reports, be they draft or final must not be forwarded directly to our Client unless otherwise authorised in writing by us.
- 11.5. Unless otherwise agreed, on delivery of a report, we will have 30 calendar days to review the report for conformity with the requirements of the Services Order. We will advise you within that 30 calendar days of acceptance or rejection, including reasonably detailed reasons for rejection that relate to terms laid out in the Services Order only. If the report is rejected, you will have 14 calendar days after receipt of written notice identifying the non-conformities to re-write the report so that it conforms to the requirements of the Deed of Standing Offer. If you fail to correct the report and deliver a conforming report within 14 calendar days we may rewrite the report and charge you for any costs (including internal staff costs) incurred.

## 12. Intellectual Property

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- 12.1. Subject to Clause 12.2 and Client requirements, the title to all Intellectual Property rights in or in relation to Contract Material shall vest upon its creation in Cardno. If required by us, you must bring into existence, sign, execute or otherwise deal with any document which may be necessary to enable the vesting of such title or rights in Cardno.
- 12.2. Clause 12.1 does not affect the ownership of Intellectual Property in any Prior Material incorporated into the Contract Material, but you grant to Cardno a permanent, irrevocable, royalty-free worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit such Prior Material in conjunction with the Contract Material. The licence granted under this Clause 12.2 includes the right of Cardno, to sub-licence any of its employees, agents or contractors to use, reproduce, adapt and otherwise exploit the Prior Material incorporated into the Contract Material for the purposes of performing functions, responsibilities, activities or services for, or on behalf of, Cardno. You must ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Contract.
- 12.3. You must deliver all Contract Material to Cardno, or to the Partner Government counterpart agency as may be directed in writing by us.
- 12.4.

## 13. Confidentiality

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- 13.1. You, your Personnel and your subcontractors must not disclose, duplicate, or make unauthorised use of any Confidential Information to any other person other than those individuals who need to have access to the Confidential Information to carry out the Deed of Standing Offer and then only if those individuals acknowledge confidentiality on the same terms as this **Clause 13**.
- 13.2. This **Clause 13** will survive the termination of this Deed of Standing Offer.

## 14. Publicity

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- 14.1. The Contractor must identify and implement appropriate opportunities for publicising the Project.
- 14.2. The Contractor must not make any media or other announcements or releases relating to this Contract and the Services either during or after the implementation of the project without the prior approval of Cardno as to the form, content and manner of the announcement or release.

## 15. Privacy

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- 15.1. You, your Personnel and your subcontractors must at all times comply with and ensure compliance with the *Information Privacy Act 2000* (the Act) and the *Information Privacy Principles* contained in the Act. In particular, you, your Personnel and your subcontractors must comply with the requirements relating to the collection, storage, access, alteration, use, and disclosure of any personnel information made, created, obtained or provided at any time in connection with the performance of the Services.

## 16. Fraud

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- 16.1. You, your personnel or subcontractors shall not make, nor receive, nor seek to receive or offer any gift or payment, consideration or benefit of any kind, which could be construed as an illegal or

corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to any activity referable to the Project (Fraudulent Activity).

16.2. You, your Personnel and your subcontractors must comply at all times with the *Commonwealth Fraud Control Guidelines*.

16.3. This **Clause 16** is a fundamental term of the Deed of Standing Offer, and breach of this **Clause 16** shall:

- (a) entitle us to take any action to the maximum extent permitted by law to prevent any Fraudulent Activity (if capable of prevention) by you, your Personnel and recover all and any damages from you; and
- (b) entitle us to terminate this Deed of Standing Offer immediately without notice and make no compensation to you for such termination.

16.4. Our Client, or we, reserve the right to appoint its own investigator, conduct its own investigation or report fraud to the appropriate law enforcement agencies or any other person or entity our Client, or we, deems appropriate in Australia or in the Partner Country for investigation. If our Client exercises its rights under this clause, the Contractor must provide all reasonable assistance that may be required as its sole expense.

## 17. Child Protection

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17.1. You, your Personnel and your subcontractors must comply at all times with [AusAID's Child Protection Policy](#).

17.2. You are responsible and accountable to us for preventing and reporting any Child Abuse or suspected Child Abuse as part of your routine responsibilities.

17.3. This **Clause 17** is a fundamental term of the Deed of Standing Offer, and breach of this **Clause 17** shall:

- (a) entitle us to take any action to the maximum extent permitted by law to prevent any Abuse of Children (if capable of prevention) by your Personnel or subcontractors and recover all and any damages from you, and
- (b) entitle us to terminate this Deed of Standing Offer immediately without notice and make no compensation to you for such termination.

17.4. You must advise Cardno immediately in writing if any of your Personnel or subcontractor Personnel are arrested for, or convicted of, criminal offences relating to child abuse, or for accessing or possessing child pornography. We may require your Personnel or subcontracted personnel under formal investigation in relation to such criminal offences to be suspended from duty or transferred to other duties during the investigation.

17.5. We may give notice to you which will require you to temporarily suspend from duty, or transfer from other duties, any of your Personnel or subcontractor Personnel who are under criminal or internal investigation in relation to child abuse or accessing or possessing child pornography. You must comply promptly with any such notice.

## 18. Conflict of Interest

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18.1. You, your Personnel and your subcontractors warrant that, to the best of your knowledge after making diligent inquiry, at the date of signing this Deed of Standing Offer no undisclosed conflict of interests exists or is likely to arise in the performance of the Services.

- 18.2. If during the performance of the Services a conflict of interest arises, or appears likely to arise, you must:
- (a) notify the us immediately in writing; and
  - (b) make full disclosure of all relevant information relating to the conflict.
- 18.3. During the period of this Deed of Standing Offer you, your Personnel and your subcontractors must not, without our prior written approval:
- (a) engage directly or indirectly in any business activity or professional activities in the Partner Country which is not directly related to this Deed of Standing Offer whilst a Services Order input is being undertaken;
  - (b) make use of any material acquired or created during the Term of this Deed of Standing Offer other than for the purpose of the Project; or
  - (c) advertise or publicise any association with us or the Client or Donor or use the name, emblem, logo, or official seal of Cardno or our Client or Donor in connection with your business or profession.

## 19. Waiver

---

- 19.1. A waiver by either Party in respect of any breach of a condition or provision of this Deed of Standing Offer shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either Party to enforce at any time any of the provisions of this Deed of Standing Offer shall in no way be interpreted as a waiver of any such provision.

## 20. Indemnity

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- 20.1. You agree to indemnify and keep indemnified us, on a full recovery basis, for the direct consequences of any breach of this Deed of Standing Offer by you or any of your Personnel or your subcontractors, or any failure by you or any of your Personnel or your subcontractors to complete the Services to our reasonable satisfaction.
- 20.2. You agree to indemnify us and keep us indemnified on a full indemnity basis, against any and all costs, losses, expenses or damages which we incur or are liable for as a result of any unlawful, negligent, reckless or deliberately wrongful act or omission of you or any of your Personnel or your subcontractors in carrying out the Services.
- 20.3. We agree to indemnify you and keep you indemnified on a full indemnity basis, against any and all costs, losses, expenses or damages which you incur or are liable for as a result of any unlawful, negligent, reckless or deliberately wrongful act or omission of us or any of our Personnel in carrying out the Services.
- 20.4. You, your Personnel and your subcontractors accept all risks associated with travel that is associated with the Project and residing in the Partner Country and any issues arising out of or in connection with providing Services to the Project.
- 20.5. You must at all times indemnify Cardno and our Client, our employees and agents and the Partner Country ("**those indemnified**") from and against any Loss or liability whatsoever incurred by any of those indemnified or arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such Loss or liability arose out of an infringement, or an alleged infringement, of the Intellectual Property rights of any person, which occurred by reason of the performance or use of the Services.

20.6. This **Clause 20** shall survive the termination of this Deed of Standing Offer.

## 21. Negation of Partnership, Employment and Agency

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21.1. This Deed of Standing Offer operates as an engagement of you as an independent contractor only and does not constitute any other relationship such as partnership, employment or agency.

## 22. Variations to the Deed of Standing Offer

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22.1. The Parties agree and accept that the Services to be performed may be changed, increased or decreased, as directed by our Client from time to time, and as a consequence this Deed of Standing Offer may be subject to change.

22.2. We reserve the right to change or modify allowances or policies in line with any changes to our own corporate policies or as required in connection with any changes imposed by a Client direction.

22.3. If either Party notifies the other Party that they wish to vary this Deed of Standing Offer, both Parties must use all reasonable endeavours to agree on the terms of such variations including any consequent changes in the total payment due to you.

22.4. Any amendment or variation to this Deed of Standing Offer must be in writing and signed by both Parties.

## 23. Suspension of an Individual Services Order under this Deed of Standing Offer

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23.1. We may suspend an individual Services Order under this this Deed of Standing Offer where:

- (a) you or your Personnel or your subcontractors are in breach of this Deed of Standing Offer;
- (b) your Personnel take leave in excess of their entitlements noted in the Deed of Standing Offer Details; or
- (c) the Assignment is delayed by Reasons Beyond Our Control.

23.2. If your Personnel or your subcontractors are on unpaid leave, they will be deemed to be suspended until they return to the Location and resume the Assignment.

23.3. During periods of suspension and until the suspension is removed your Personnel or your subcontractors shall not be entitled to payment of the Remuneration, accrual of leave or any other benefits under this Deed of Standing Offer unless specifically agreed to in writing by us.

23.4. Where the Assignment is suspended and your Personnel's or your subcontractor's Accommodation is provided by us, they may not be permitted to remain in the Accommodation unless specifically agreed otherwise in writing by us.

23.5. Where the Assignment is suspended and your Personnel's or your subcontractor's Accommodation is reimbursed by our Client, Cardno will cease reimbursing the cost of their Accommodation unless specifically agreed otherwise in writing by us.

## 24. Termination of the Deed of Standing Offer

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### A. Termination by Notice

24.1. We may terminate this Deed of Standing Offer at any time prior to the expiration of the Term if:

- (a) in our reasonable opinion, your, your Personnel's or your subcontractor's performance of the Assignment is unsatisfactory;
- (b) you, your Personnel or your subcontractor act in breach of this Deed of Standing Offer or in a manner contrary to the conditions of our Deed of Standing Offer with the Client;
- (c) you, your Personnel or your subcontractor act in a manner which is detrimental to the Project or our good reputation in the Partner Country;
- (d) our Client expresses serious dissatisfaction with your, your Personnel's or your subcontractor's performance or requests your termination; or
- (e) you, your Personnel or your subcontractors are convicted of an offence of, or relating to, bribery of a public official.

24.2. Termination by us is effective from the date specified in the written notice of termination sent to you.

24.3. You agree to indemnify us in respect of any direct, indirect or consequential costs, losses or expenses incurred by you in connection with the termination.

24.4. If your Assignment is suspended due to Reasons Beyond Our Control, you may terminate this Deed of Standing Offer immediately by giving notice in writing. On your termination your right to the Fees, Milestones Payments and/or Remuneration and all benefits shall cease immediately and you shall not be entitled to any compensation claim or damages arising out of the consequence of termination.

## **B. Termination by Default**

24.5. If you, your Personnel or your subcontractors are guilty of misconduct, Fraudulent Activity, Abuse of Children or act in a manner contrary to the laws of the Partner Country we may immediately terminate this Deed of Standing Offer by notice in writing and recover from you any loss or damage suffered by us. In such circumstances, your Remuneration will cease at the termination date and your Personnel and subcontractors must immediately leave the Project Office and vacate any Accommodation provided to your Personnel or your subcontractors under this Deed of Standing Offer.

## **C. Termination for Convenience**

24.6. In addition to any other rights it has under this Deed of Standing Offer, Cardno may terminate this Deed of Standing Offer at any time, in whole or in part, by notifying you in writing that this Deed of Standing Offer, or a part of this Deed of Standing Offer, is terminated from the date specified in the notice (which date must not be a date earlier than the date on which the notice is received by you), and, in that event, Cardno may give to you such directions as it thinks fit in relation to subsequent performance of this Deed of Standing Offer.

24.7. Where notice is given under this Clause you must:

- (a) comply with all directions given by Cardno;
- (b) cease or reduce (as applicable) the performance of work under this Deed of Standing Offer; and
- (c) immediately do everything possible to mitigate your losses, and all other loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination (including those arising from affected subcontracts) arising in consequence of termination of this Deed of Standing Offer under this Clause.

24.8. In the event of termination or reduction in scope under this Clause, subject to **Clause 24.9** below, Cardno will only be liable to you for:

- (a) Fees for Services performed, as payable under **Schedule 4**, prior to the termination, on a pro rata basis; and
- (b) Costs that are:
  - i. directly attributable to the termination or reduction in scope of this Contract; and
  - ii. in Cardno's opinion, reasonably and properly incurred by you in connection with the Deed of Standing Offer,
  - iii. to the extent that such Costs are substantiated to Cardno.

24.9. Cardno is not liable for any loss of profits or any other form of expectation loss arising out of, or in connection with, the termination or reduction in scope of this Deed of Standing Offer under this **Clause 24**.

## 25. Applicable Law

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25.1. The law of this Deed of Standing Offer is the law of the State of Victoria in the Commonwealth of Australia.

## 26. Continuing Obligations

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26.1. Where the Deed of Standing Offer has ended, whether by completion, termination or otherwise, **Clause 13 ('Confidentiality')**, **Clause 20 ('Indemnity')** and **Clause 24 ('Termination of the Deed of Standing Offer')** above will survive this Deed of Standing Offer and you, your Personnel and your subcontractors will continue to be bound by them.

## 27. Severability

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27.1. If any provision of this Deed of Standing Offer is illegal, void, invalid or unenforceable for any reason, all other provisions which are self-sustaining and capable of separate enforcement shall, to the maximum extent permitted by law, be and continue to be valid and enforceable.

## 28. Resolution of Disputes

---

28.1. In the event of any disagreement or dispute between both Parties arising in connection with this Deed of Standing Offer, both Parties agree to use best endeavours to reach an amicable settlement. If such a settlement cannot be reached within 30 calendar days from the occurrence of a dispute notified by either Party to the other, then all such disagreements or disputes shall be settled by arbitration exclusively according to the Laws of Victoria, Australia.

28.2. Any information or documents disclosed in connection with the resolution of the dispute must be kept confidential and may not be used except to attempt to settle the dispute or within the arbitral proceedings provided for in **Clause 28.1** above.

28.3. Both Parties will each bear their own costs of resolving a dispute under this clause and will bear equally the costs of any third party engaged provided that such third parties have been engaged at the express request of both Parties.

28.4. Whilst we are both attempting to resolve the dispute you will continue to undertake your Assignment.



## 29. Specific Obligations

---

29.1. You, your Personnel and your subcontractors will:

- (a) recognise the advisory nature of the work and will behave in a manner consistent with the fostering and maintaining of friendly relations between the Partner Countries, Recipient Organisation, its personnel, us, and our Client;
- (b) not release or make any public statement concerning the Project without our prior written approval;
- (c) respect and abide by the laws and regulations of the Partner Country and, unless a citizen of the Partner Country, will not become involved in the political or religious affairs of the Partner Country;
- (d) comply with the instructions of our nominated representative, the Australian diplomatic mission in the Partner Country, or other authority as may be advised to you from time to time, regarding security, consular and welfare matters;
- (e) comply with our requirements as set out in our Head Contract with our Client;
- (f) comply with our requirements and that of our Client with respect to good behaviour, ethical and honest standards, and professionalism;
- (g) take all reasonable steps to favourably represent ours and our Client's interests; and
- (h) take all reasonable steps to understand the environment and culture of the Partner Country.

29.2. You warrant that you, your Personnel and your subcontractors:

- (a) will comply with the relevant and applicable laws, regulations, policies and guidelines, both in Australia and in the Partner Country. A list, as amended from time to time, of Australian laws and guidelines that may apply to the delivery of developmental aid to foreign countries can be found on AusAID's website: (<http://www.usaid.gov.au/business/contracting.cfm>);
- (b) are of good fame and character;
- (c) are properly qualified for the tasks you are required to perform;
- (d) have been declared fit and healthy by a legally qualified medical practitioner to work in the Partner Country and have received the necessary medical advice, including that on vaccinations and other preventive medical assistance allowing you to undertake work in-country in a safe manner; and
- (e) will act in a fit and proper manner while carrying out work or performing duties under this Deed of Standing Offer.

Executed by the Parties as their Deed of Standing Offer:

SIGNED for and on behalf of **CARDNO EMERGING MARKETS (AUSTRALIA) PTY LTD** by a duly authorised officer

.....  
Name & Designation (Block letters)      Signature      Date

In the presence of

.....  
Name & Designation (Block letters)      Signature      Date

SIGNED for and on behalf of **Insert Company Name** by:

.....  
Name & Designation (Block letters)      Signature      Date

In the presence of

.....  
Name & Designation (Block letters)      Signature      Date

# Schedule 1:

## Project Specific / Client Requested Conditions

In addition to the Standard Terms and Conditions the following Project Specific / Client Requested Conditions apply.

### 1. Duration of the Deed of Standing Offer

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- 1.1. This Deed of Standing Offer does not become effective until:
- (a) we have signed approval from our Client for the implementation of this Deed of Standing Offer; and
  - (b) the necessary clearances have been obtained from the government of the Partner Country; and
  - (c) our Client has approved you to act as our Contractor; and
  - (d) our Client has confirmed with us the Start Date of this Deed of Standing Offer; and
  - (e) this Deed of Standing Offer has been signed by you and us.
- 1.2. Provided these conditions are met, this Deed of Standing Offer starts on the Start Date noted at **Item 10** of the **Deed of Standing Offer Details** and will continue for the Term (refer **Item 12** of the **Deed of Standing Offer Details**) and the Finish Date noted at **Item 11** of the **Deed of Standing Offer Details** unless terminated earlier in accordance with **Clause 24** of the Deed of Standing Offer. All mobilisation activities will be completed within one (1) month of your Start Date unless agreed otherwise in writing by Cardno. All demobilisation activities will be completed within one (1) month of your Finish Date unless agreed otherwise in writing by Cardno.
- 1.3. Subject to our Client's approval, we may vary the Term by written Deed of Standing Offer with you.
- 1.4. Where the Term is non-consecutive or consists of multiple inputs the dates and duration of future inputs will be agreed between you and us in accordance with **Clause 22** of the Deed of Standing Offer.

### 2. Recreation Leave

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- 2.1. Recreation leave taken by your Personnel or your subcontractors accrues pro-rata at the rate of 20 working days per 12-month period (excluding periods on leave without pay or suspension). Recreation leave must be taken at times convenient to the Project. All recreation leave must be taken and travel completed prior to the expiration of the Term, unless otherwise approved by the Project Director.
- 2.2. Recreation leave accrued during the assignment shall be deemed to be taken in the 12-month period it falls due and cannot be rolled over to the next 12-month period, accumulated or paid out.
- 2.3. Entitlement to recreation leave is effective 30 calendar days from the commencement of this Deed of Standing Offer. If this Deed of Standing Offer is terminated prior to completion of the Term, any recreation leave taken that is over and above that which would have accumulated to that point will be deducted from the final payment and any accrued recreation leave not taken will be added to and included within the Finish Date when determining the Finish Date.

- 2.4. Recreation leave must be taken at times convenient to the Project to minimise disruption. Unless otherwise agreed to by the Project Director or Cardno Manager, no recreation leave may be taken within the last 30 calendar days of the Term.

### 3. Public Holidays

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- 3.1. Public holidays to be taken by your Personnel or subcontractors are those which are formally agreed with our Client on an annual basis. The Project Director will agree the public holidays with our Client and advise the Team Leader and you accordingly.

### 4. Invoicing

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- 4.1. You must provide a proper Tax Invoice setting out the price of each category of Supply exclusive of GST (Goods and Services Tax) as well as the GST payable on each component of taxable Supply and the total GST-inclusive price of all supplies made in terms of this Agreement.
- 4.2. Unless otherwise agreed by us invoices should be submitted on a monthly and in arrears.
- 4.3. Unless otherwise agreed by us, invoices submitted to us for services that were performed more than three months prior may be denied.
- 4.4. Unless otherwise agreed by us, invoices submitted to us for reimbursable expenses that were incurred more than three months prior may be denied. Unless otherwise agreed by us invoices should be submitted at no less than monthly intervals and in arrears.

### 5. Receipts Required

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- 5.1. In accordance with the requirements of our Client you must provide original receipts / invoices for those Reimbursable items specified in **Clause 3.4 of Schedule 4** for each Services Order .

### 6. First Right of Refusal

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- 6.1. In respect of a Services Order, You, your personnel and your subcontractors must for a period of one year after completion of that Services Order:
  - (a) promptly advise us if your Personnel, in respect of that Services Order, has been approached by our Client or any other third party to provide further services in connection with the Project;
  - (a) use reasonable endeavours to ensure such Personnel does not provide any services that are directly related to this Project to our Client or any party associated with our Client without giving us the first opportunity to engage you or them on an exclusive basis on terms no less favourable than those proposed by our Client or other third party; and
  - (b) you may seek our consent in writing (which will not be unreasonably withheld) to be released from any restraint under this clause.

### 7. Moral Rights

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- 7.1. You agree that:
  - (a) you have provided consents and waivers, to the fullest extent possible under the laws of any applicable jurisdiction, in relation to your Moral Rights in any of the documents that have been or will be created from your work sufficient to ensure our Client's continued unimpeded use of the documents assigned to our Client or us as the case may be under this Deed of Standing Offer.

- (b) our Client or we as the case may be or persons nominated by our Client or us as the case may be and their assignees may do or omit to do any act in relation to the documents created by you without infringing the Moral Rights of any person; and
  - (c) that you shall do all things requested by our Client or us as the case may be to give full effect to paragraphs (a) and (b) above including, without limitation, signing or procuring the signature of particular forms.
- 7.2. You acknowledge that we have entered into this Deed of Standing Offer fully relying upon the acknowledgments and warranties given by you under this clause.
- 7.3. This clause shall survive expiration or termination of this Deed of Standing Offer.

## 8. General

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- 8.1. You agree to:
- (a) ensure that the Services are provided to a standard which shall promote Australia's international reputation and standing as a source of skill and expertise in the provision of international assistance;
  - (b) promptly advise us of any significant risks;
  - (c) liaise with, and obtain all necessary consents, approvals and authorisations from any public and other authorities in the Partner Country necessary to perform the Services;
  - (d) provide adequate support resources to secure the aims and objectives of the Project in relation to the required Services;
  - (e) be responsive to the changing needs and environment of the Partner Country; and
  - (f) seek to improve the quality, effectiveness and efficiency of the Services at every opportunity.

## 9. Insurance

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- 9.1. Unless otherwise agreed in writing by us you are to maintain all insurances that a prudent contractor would maintain for this Deed of Standing Offer including but not limited to:
- (a) public liability with minimum cover per claim event of AUD2,000,000;
  - (b) professional indemnity to cover the contractor's obligations under this Deed of Standing Offer;
  - (c) worker's compensation with the minimum cover as required by law; and
  - (d) property insurance covering any contractor's equipment, materials, supplies, and reinstatement of any data used on the Project for its full replacement value.
- 9.2. In addition to your obligations in **Clauses 9.1** above, you and your subcontractor must arrange and maintain insurance to cover:
- (a) Construction Works against fire, flood, earthquake, storm and extraneous perils; and
  - (b) the contractor's or subcontractor's plant and equipment against all risks.
- 9.3. At our request you will provide copies of all certificates of currency of insurance policies as proof of their currency.
- 9.4. All insurance cover must be valid for the term of this Deed of Standing Offer and for three years after the completion date of the Term.
- 9.5. You undertake to use your best endeavours to ensure that you commit no act or omission which renders any of the insurances required by this Deed of Standing Offer to be null and void or of less value.

## 10. Novation

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- 10.1. If requested by Cardno or our Client, you agree to provide to Cardno an executed Deed of Novation and Substitution in the form to be provided by Cardno.
- 10.2. You acknowledge that Cardno or our Client retains the right upon issuing a Notice of Substitution under a Deed of Novation to further novate this Deed of Standing Offer to another Managing Contractor.
- 10.3. You acknowledge that, in the event of Cardno or our Client issuing a Notice of Substitution, our Client may substitute itself for Cardno in this Deed of Standing Offer as if our Client was originally the party to this Deed of Standing Offer, instead of Cardno, and our Client is so bound by and must fulfil, comply with and observe all of the provisions of this Deed of Standing Offer and must fulfil, comply with and observe all of the provisions of this Deed of Standing Offer and enjoy all the rights and benefits of Cardno under this Contract.

## 11. Deed of Confidentiality

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- 11.1. You, your Personnel and your subcontractors must not make public or disclose to any person any Confidential Information, without our prior written approval. In giving written approval, we may impose appropriate terms and conditions.
- 11.2. Your Personnel and your subcontractors' personnel must complete a written undertaking in the form set out at **Schedule 5** and return this form to us prior to mobilising.

## 12. Code of Conduct

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- 12.1. Your Personnel and your subcontractors' personnel agree to conduct themselves in a manner consistent with the *Public Service Act 1999*, and in accordance with *APS Values* and *APS Code of Conduct*.

## 13. Investigation By The Ombudsman

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- 13.1. In carrying out the Services, you, your Personnel or your subcontractors may be a 'Commonwealth service provider' under Section 3BA of the *Ombudsman Act 1976*.
- 13.2. You must use your best endeavours, in undertaking the Services, not to engage in conduct that:
  - (a) would, if you were an officer of our Client, amount to a breach of duty or to misconduct; or
  - (b) would be brought to the attention of a principal officer of our Client.
- 13.3. If the Commonwealth Ombudsman commences an investigation of conduct of you, as a Commonwealth service provider, you, at your cost, must cooperate with the investigator including:
  - (a) providing all documentation required by the investigator; and
  - (b) assist the investigator in their investigation.
- 13.4. This clause shall survive expiration or termination of this Deed of Standing Offer.

## 14. Access to Documents

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- 14.1. You acknowledge that if our Client receives a request for access to a document created by, or in the possession of you, your Personnel or your subcontractors that relates to the performance of the Project, our Client may at any time by written notice require us to provide the document to our

Client, and we must promptly comply with the notice and you will comply with our request for access to that document.

14.2. This clause shall survive expiration or termination of this Deed of Standing Offer.

## 15. Adviser Information

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15.1. You agree that we give our Client, upon request, a copy of this Deed of Standing Offer and/or the following information about your Personnel or your subcontractors' personnel:

- (a) position title;
- (b) gender;
- (c) nationality;
- (d) work location;
- (e) contract start and end date;
- (f) number of days worked in time period specified by our Client preceding the receipt of the request;
- (g) monthly or daily fee remuneration rate;
- (h) Mobility Allowance, if any;
- (i) Special Location Allowance, if any;
- (j) Adviser Support Costs including Housing Cost, if any; and
- (k) any other information regarding remuneration or costs associated with Advisers and identified by our Client in the request.

Our Client will use the Adviser Information to ensure that the Australian Government's official overseas aid program achieves value for money and to meet its reporting requirements.

15.2. You agree that our Client may disclose the details of this Deed of Standing Offer and/or Adviser Information to Commonwealth governmental departments and agencies, Commonwealth Ministers and Parliamentary Secretaries, and to the Commonwealth Parliament.

15.3. Personnel are entitled to access their own Personal Information which is held by our Client, unless our Client has a lawful right to refuse access.

15.4. This clause shall survive termination or expiration of this Deed of Standing Offer.

## 16. Adviser Performance

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16.1. You agree that, in addition to Cardno's performance assessment processes:

- (a) we or our Client may undertake a contractor performance assessment or subcontractor key personnel performance assessments in relation to this assignment;
- (b) the performance assessment(s) will be substantially in accordance with the assessment sheet in **Schedule 6**; and
- (c) you will sign and return the contractor performance assessment together with any response within 28 calendar days of receipt and will ensure that subcontractor personnel performance assessments together with any response any personnel wishes to include are signed and returned within 28 calendar days of receipt.

16.2. You must insert clauses in any subcontracts relating to the Contract that require the subcontractor to agree that:

- (a) In relation to the subcontract, AusAID or we may issue:

- i. a subcontractor performance assessment; or
  - ii. subcontractor key personnel performance assessments;
- (b) the performance assessments will be substantially in accordance with the assessment sheet in **Schedule 6**; and
- (c) the subcontractor will sign and return the subcontractor performance assessment together with any response within 28 days of receipt and will ensure that subcontractor personnel performance assessments together with any response any personnel wishes to include are signed and returned within 28 days of receipt.



## Schedule 2: Definitions and Interpretations

**Accommodation:** Means the accommodation and terms of accommodation set out in **Schedule 4**.

**Adviser Information:** Means the information requested by the Client in accordance with **Schedule 1 Clause 15.1**. Adviser Information may be Personal Information.

**Adviser Remuneration Framework or 'ARF':** Means the set of rates and allowances for advisers issued by the Australian Agency for International Development (AusAID) for AusAID Projects. Details are available at: [http://www.ausaid.gov.au/publications/pubout.cfm?ID=3994\\_1809\\_6357\\_1618\\_6763&Type=](http://www.ausaid.gov.au/publications/pubout.cfm?ID=3994_1809_6357_1618_6763&Type=)

**Assignment:** Means the individual Services Orders issued under this Deed of Standing Offer.

**Cardno:** Means Cardno Emerging Markets (Australia) Pty Ltd ACN 006 170 869.

**Cardno Manager:** Means Cardno's Area Manager or Business Unit Manager or nominee named in **Item 17** of the **Deed of Standing Offer Details**.

**Client:** Means the Client named in **Item 3** of the **Deed of Standing Offer Details**.

**Confidential Information:** Means any and all information disclosed to or acquired by the Contractor or Contractor's Personnel or Contractor's subcontractors from Cardno, Cardno's Client or any other party for or in connection with the Deed of Standing Offer, but excludes information which is in or becomes part of the public domain otherwise than through breach of this Deed of Standing Offer or an obligation of confidence owed to Cardno.

**Conflict of Interest:** Conflict of Interest is a situation in which the impartiality of a person in discharging their duties could be called into question because of the potential (perceived or actual) influences of personal considerations whether these are financial or other. The conflict in question is between official duties and obligations on the one hand, and private interests on the other.

**Contractor:** Means the organisation named in **Item 6** of the **Deed of Standing Offer Details**.

**Deed of Standing Offer:** Means this Deed of Standing Offer including the recitals, schedules and annexures (if any).

**Deed of Standing Offer Details:** Means the summarised details noted at the front of this Deed of Standing Offer that are unique to this Deed of Standing Offer.

**Deed of Standing Offer Material:** Means all material created or required to be developed or created as part of, or for the purpose of performing, the services required pursuant to Cardno's Head Contract with its Client and this Deed of Standing Offer, including documents, equipment, information and data stored by any means.

**Deed of Standing Offer Terms:** Means the terms and conditions on which we engage you.

**Debts:** Means unpaid personal accounts and funds withdrawn from the Project.

**Dependents:** Means a spouse or any dependent persons accompanying the Contractor's Personnel or subcontractor's Personnel on assignment.

**Donor:** Means the Donor named in **Item 4** of the **Deed of Standing Offer Details**.

**Fraud:** Fraud or 'Fraudulent Activity' means dishonestly obtaining a benefit, or causing a loss, by deception or other means and includes suspected, alleged or attempted fraud.

**Goods and Services Tax:** As defined in the *Goods and Services Tax Act, 1999*.

**Head Contract:** Means the Contract between Cardno and Cardno's Client.

**Intellectual Property:** Means statutory and other proprietary rights in respect of trademarks, patents, circuit layouts, copyrights, designs, confidential information, know-how and all other rights with respect to Intellectual Property as defined in Article 2 of the July 1967 Convention Establishing the World Intellectual Property Organisation.

**Location:** Means the location where the Assignment is to be performed, set out in **Item 9** of the Deed of Standing Offer Details.

**Long Term Adviser or 'LTA':** Means an adviser working continuously for six (6) months or longer on the Project.

**Mobility Allowance:** Means the Mobility Allowance for International advisers as defined and provided for under AusAID's Adviser Remuneration Framework for AusAID projects.

**Moral rights:** Means a personal right independent of an author's economic rights; moral rights include the right to claim authorship of a work (right of attribution) and to object to modifications of the work such as distortion, mutilation, or other derogatory action in relation to the work that would be prejudicial to the author (right of integrity) and a right not to have authorship falsely attributed.

**Net Remuneration:** Means the sum remitted to your bank account, net of statutory deductions such as Superannuation and income tax as applicable.

**Notice Addresses:** For Cardno this means the addresses as noted on the front cover. For the Contractor this means the address set out in **Item 7** of the **Deed of Standing Offer Details**.

**Parties:** Means the two signatories to this Deed of Standing Offer.

**Partner Country:** Means the country or countries set out in **Item 8** of the **Deed of Standing Offer Details** in which the Services are to be delivered.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, as set out in Section 6 of the *Privacy Act 1988 (Cth)*.

**Point of Origin:** This is the point from which you are contracted and from where you depart to commence the Assignment. In most cases, it will be a location in the Contractor's Country of Registration as specified in **Item 16** of the **Deed of Standing Offer Details**.

**Prior Material:** Means all material developed by you independently from the Services and before commencement of any Services.

**Project:** Means the Project and Activity named in **Item 2** of the **Deed of Standing Offer Details**.

**Project Director:** Means Cardno's Contractor Representative or nominee named in **Item 19** of the **Deed of Standing Offer Details**.

**Project Manager:** Means Cardno's Project Manager or Project Coordinator or nominee named in **Item 20** of the **Deed of Standing Offer Details**.

**Project Office:** Means Cardno's Project Office in the Recipient Country from which administrative matters relevant to the Project are handled by Cardno

**Reasons Beyond our Control:** This term may also be referred to as 'force majeure'. For the purposes of this Deed of Standing Offer, 'reasons beyond our control' means conditions beyond Cardno's reasonable control. This may include any act of God or terrorism, war, fire, flood, strikes, lockouts, delays in transport, breakdowns in machinery, restrictions or prohibitions by any government or semi-government authority, embargoes, or any conditions affecting Cardno's ability to comply with its obligations under its Head Contract with its Client.

**Recipient Organisation:** Means the organisation or agency, whether a private entity or government agency that is the recipient of the services provided under the Contract.

**Remuneration:** Means the remuneration set out in the specific Services Order following the format given in **Schedule 4**.

**Scope of Services:** Each individual Services Order will outline the agreed duties, responsibilities and obligations under that specific Services Order and the terms and conditions outlined under this Deed of Standing Offer.

**Services:** Means Services to be performed under this Deed of Standing Offer and referred to in **Schedule 3**.

**Short Term Adviser or 'STA':** Means an adviser working on the Project for less than six (6) months continuously.

**Specified Acts:** means classes or types of acts or omissions performed by or on behalf of AusAID which would infringe an author's right of attribution, or integrity, of authorship but does not include those which would infringe an author's right not to have authorship falsely attributed.

**Supply:** For the purposes of invoicing of GST, Supply includes all services and/or materials supplied under this Deed of Standing Offer.

**Team Leader:** Means the person named at Item 18 of the Deed of Standing Offer Details or otherwise nominated by Cardno from time to time as being in charge of advisers, consultants and contractors working on the Project.

# Schedule 3:

## Scope of Services

1. As a contractor on this Project you may work in a team with colleagues, counterpart agency staff, and our locally engaged staff. This will require you to establish and maintain harmonious and effective relationships and to undertake your duties to a high professional standard.
2. You will faithfully represent the best interests of Cardno in all matters when dealing with the Client, counterparts, and team members.
3. You will be responsible to the Project Director through the Facility Director on site.
4. You will undertake and complete the duties prescribed in the Specific Scope of Services for each Services Order. Completion will be within the specified time frame to achieve the Project's objectives and contractual milestones. Meeting milestones on time is a condition for satisfactory completion of your Assignment for payment purposes.
5. Your duties will include the preparation of reports and other documentation required to satisfy our contractual undertakings to the Client. We will provide you with the required document formats. If amendments to reports are necessary you will be expected to make the changes promptly and to the required standard.
6. During your Assignment, under each individual Services Order, it could be expected that you will make presentations to us, Partner country agencies, our Client and other agencies on matters related to your duties.
7. A completion report for your Assignment on each individual Services Order will be given to the Facility Director before departure from the Location. This report must be completed to the required standard prior to receipt of final payment. The report will be prepared in accordance with the specifications provided by the Facility Director
8. Your duties may be varied from time to time by the Facility Director or Project Director to meet changing project needs. No changes shall be made unless agreed to by both parties and reflected in a variation or amendment to this Deed of Standing Offer where necessary.

### Specific

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The Scope of Services from the Request for Tender will be inserted into this space at the time of drafting the contracts.

Any changes to the Scope of Services that come about as a result of the Request for Tender process will be captured, and included in the final Scope of Services to go here in Schedule 2 of this Deed of Standing Offer.

# Schedule 4:

## Basis of Payment

### 1. Payment Details

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- 1.1. The specific details for payment will be outlined under each individual Services Order, and agreed between the Contractor and Cardno at the time of each Services Order based upon information contained within the costed proposal supplied by the Contractor prior to issuing of each Services Order and subsequently negotiated with Cardno.
- 1.2. The Example Services Order in Schedule 8 shows the indicative layout of the Basis of Payments.
- 1.3. While specific details of each Basis of Payments will be outlined in each individual Services Order, the following factors will remain consistent across all Services Orders for the Contractor. Those factors are as follows:
  - (a) Fixed Management Fee (see **Clause 2**); and
  - (b) Reimbursable Costs including Travel and Per Diem costs (see **Clause 3**);

### 2. Fixed Management Fee

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- 2.1. The maximum amount payable to the Contractor as a Fixed Management Fee for each individual Services Order will be outlined in the relevant Basis of Payment within that Services Order.
- 2.2. The Fixed Management Fee is determined as a percentage of overall Personnel Fees, but excluding Reimbursable Travel and Per Diem Costs.
- 2.3. The Fixed Management Fee is comprised of the following:
  - a) profits and commercial margins including mark-up for personnel and project management;
  - b) financial management costs;
  - c) costs of contractor administrative and head office staff;
  - d) costs associated with establishing and maintaining premises and equipment;
  - e) insurance costs as required, but exclusive of medical insurance for advisers;
  - f) taxation, as applicable;
  - g) costs of complying with reporting and liaison obligations under the contract;
  - h) costs associated with any procurement and sub-contracting of goods and services;
  - i) costs for travel for any head office personnel (not including specifically nominated advisers);
  - j) any other overheads required to perform the services; and
  - k) any escalators, and any allowance for risks and contingencies.
- 2.4. All Fixed Management Fees will also be exclusive of GST;
- 2.5. Cardno shall pay the Fixed Management Fee specified in **Table 1** as Milestone Payments in accordance with the details of the Services Order. 100% of the Fixed Management Fee will be paid to the Contractor in the form of Milestone Payments following written acceptance of the

satisfactory completion of identified deliverables. The criteria for “satisfactory completion” of an identified deliverable will be as specified in each Services Order.

- 2.6. It is Cardno’s corporate practice to inform Contractors as soon as reasonably possible, and in any case within 30 calendar days of receipt of notice of the completion of an identified deliverable or provision of a report whether or not that deliverable or report is accepted.
- 2.7. The Milestone Payment amount payable to the Contractor will be paid within 30 calendar days of Cardno’s receipt of a correctly rendered invoice.
- 2.8. Where a Milestone Payment is to follow acceptance of a report, Cardno shall not be obliged to make payment until all of the outputs to be achieved by the Contractor in the period covered by the report have been achieved.
- 2.9. While payment will take place following Cardno’s initial acceptance of the achievement of milestones, this acceptance may be subject to an assessment of the Contractor’s achievement of deliverables by an independently established Review and Evaluation Group (REG).
- 2.10. If Cardno (whether advised by the REG or not) determines that a Payment Milestone in respect of which Cardno has made a payment does not meet the specifications of the Deed of Standing Offer, Cardno may, at its absolute discretion, require the Contractor to repay the amount paid for that Payment Milestone. At Cardno’s absolute discretion, the amount to be repaid may be deducted from future Remuneration payments or considered a debt owed by the Contractor to Cardno to be recovered.

### 3. Adviser Costs

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- 3.1. Cardno shall reimburse the Contractor at actual cost for actual days worked by Advisers on each individual Services Order.
  - 3.2. For each Adviser Cardno shall pay the Contractor in accordance with the timeline specified in each individual Services Order, but at a rate no greater than monthly. Payment for Advisers is conditional upon the following:
    - (c) the Remuneration Rate is in accordance with the Job Level and Professional Discipline Category specified in the Position Description and calculated in accordance with the AusAID Adviser Remuneration Framework (ARF) for Advisers. The Remuneration Rate for International and National Advisers shall be inclusive of:
      - iv. base salary;
      - v. superannuation levy, if any;
      - vi. paid recreation leave, if applicable, of up to 20 working days per annum, to accrue on a pro rata basis per 12 months’ continuous engagement on the Project;
      - vii. any locally recognised public holidays;
      - viii. private transport costs;
      - ix. all escalators for the Term of this Deed of Standing Offer; and
      - x. Mobility Allowance (for International advisers), if any;
- BUT exclusive of:
- xi. any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor;

- 3.3. Recreation leave accrued during the assignment for Long Term Advisers shall be deemed to be taken in the 12-month period it falls due and cannot be accumulated or paid out.
- 3.4. Cardno shall pay the Contractor for Adviser Support Costs in accordance with the Services Order as appropriate for the position. Adviser Support Costs for each input may include the following items:
- (d) all reasonable costs related to security;
  - (e) reasonable costs for medical insurance;
  - (f) expenses associated with Housing Costs for Long Term Advisers. Long Term Advisers with spouses or partners who are already in receipt of an expatriate accommodation allowance will not be eligible to reimbursement for Housing Costs;
  - (g) fixed, acquittable accommodation and non-acquittable per diems (meals and incidentals) in accordance with the rates as applicable under the Adviser Remuneration Framework for Short Term International Advisers;
  - (h) mobilisation and demobilisation costs for Long and Short Term Advisers including all reasonable one-off costs associated with mobilisation and demobilisation including any necessary medical clearances and inoculations prior to mobilisation; uplift of personal effects for Long Term Advisers; passport and visa costs; storage of personal effects for Long Term Advisers; and the cost of one (1) return international flight<sup>1</sup> from home location for Long Term Advisers and accompanying dependants of Long Term Advisers.
  - (i) work related travel and accommodation costs at the rates determined by AusAID from time to time;
  - (j) The cost of any airfares will be reimbursed at the cost of economy class for all domestic and inter-African flights. International flights in excess of four (4) hours other than inter-African flights will be reimbursed at Business Class. . Any travel undertaken at cheaper rates (e.g. discount fares) does not entitle the Contractor to reimbursement of the cost of any higher class of travel. Travel must be via the most direct and cost effective route.
- 3.5. If a Long Term Personnel member is absent for any period, aside from the periods of leave permitted in Clause 3.3 of this Schedule 2, the monthly rate payable shall be adjusted on the basis of a 21.67 working day month.
- 3.6. Where applicable, the Contractor shall ensure that Advisers provide a written declaration prior to confirming their eligibility for allowances under the Adviser Remuneration Framework. The written declaration shall be substantially

## 4. Claims for Payment

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- 4.1. The Contractor's tax invoice must be submitted when due pursuant to the Services Order in a form identifiable with the Services Order.
- 4.2. All tax invoices must include a certification by a Company director of the Contractor, or their delegate:
- (a) that the invoice has been correctly calculated;
  - (b) that the Services included in it have been performed in accordance with this Deed of Standing Offer; and
  - (c) that the invoice is addressed to the Cardno Team Leader.

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<sup>1</sup> Where the total input of a long term adviser is greater than 12 months then a one-way fare at mobilisation and a one-way fare at demobilisation may be substituted.

4.3. All claims for payment must be made out to:

<Services Order Reference – AWR Reference>  
APSG Mining Governance Consultancy (Company) Panel  
Nosipho Ndlazulwana: [nndlazulwana@aa-partnerships.org](mailto:nndlazulwana@aa-partnerships.org)  
Cc- Olivia Mushaba: [omushamba@aa-partnerships.org](mailto:omushamba@aa-partnerships.org)  
Agreement Number: AAPF APSG xxxx  
Cardno Emerging Markets (Aus) Pty Ltd  
2nd Floor, South Tower, Hatfield Plaza  
1122 Burnett Street, Hatfield,  
Pretoria 0028, South Africa  
+27 12 362 5818 (fax)

4.4. Tax invoices should be sent to the above address. Alternatively, Cardno will accept electronic tax invoices.

4.5. Invalid tax invoices will be returned to the Contractor. Information on what constitutes a valid tax invoice can be found at: <http://www.ato.gov.au/business/content.asp?doc=/content/50913.htm>



**Table 1: Management Fees (for full Term of the Deed of Standing Offer) (Clause 2)**

	<b>For inputs up to, and including, 3 calendar months</b>	<b>For inputs greater than 3 months</b>
<b>Management Fee</b>		

# Schedule 5: Deed of Confidentiality

THIS DEED POLL is made on the \_\_\_\_\_ day of June 2013 in favour of the **COMMONWEALTH OF AUSTRALIA** represented by the Australian Agency for International Development ("**AusAID**").

BY **Insert Company Name and Address.** ("**Recipient**").

## RECITALS

- A. AusAID and Cardno Emerging Markets (Australia) Pty Ltd ("**Cardno**") have entered into a Contract for the purpose of a project in Australia and Africa.
- B. The Recipient has been engaged by Cardno to work on the project.
- C. The Recipient will, in carrying out that work, be given access to Confidential Information.
- D. AusAID requires the Recipient to enter into this Deed in relation to use of Confidential Information.

## THE RECIPIENT DECLARES AS FOLLOWS:

### 1. In this Deed:

"**Confidential Information**" means information that:

- (a) is designated by AusAID as confidential;
- (b) the Recipient knows or ought to know is confidential;
- (c) and includes to the extent that it is confidential:
- (d) information comprised in or relating to any Intellectual Property of AusAID or third parties where the third party Intellectual Property is made available by or on behalf of AusAID;
- (e) information relating to the internal management and structure of the Department of Foreign Affairs and Trade, AusAID or the Commonwealth of Australia;
- (f) the Data; and
- (g) personal information under the *Privacy Act 1988*;

but does not include information which:

- (a) is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality; or
- (b) has become independently developed or acquired by the Recipient as established by written evidence.

"**Data**" includes any information provided to Cardno under the Contract of the Australia Africa Partnerships Facility from any source, or collected or created by Cardno in connection with the Services, whether in magnetic, electronic, hardcopy or any other form.

### 2. NON-DISCLOSURE

- 2.1. The Recipient must not copy, reproduce or disclose any of the Confidential Information without the prior written consent of AusAID, which consent AusAID may grant or withhold in its absolute discretion.

**3. RESTRICTIONS ON USE**

3.1. The Recipient must use the Confidential Information only for the purpose of the Services.

**4. DELIVERY UP OF DOCUMENTS**

4.1. Cardno may, at any time and without notice, demand, either orally or in writing, the delivery to Cardno or AusAID of all documents in the possession or control of the Recipient which contain the Confidential Information.

**5. SURVIVAL OF OBLIGATIONS**

5.1. The obligations in the Deed are perpetual.

**EXECUTED** as a deed poll:

**SIGNED**

**RECIPIENT:**

By the Recipient in the presence of:

.....  
Signature of Witness

.....  
Signature of Recipient:

.....  
(Print Name of Witness)

.....  
(Print Name of Recipient)

# Schedule 6:

## Contractor Performance Assessment

**NOTE TO USER:** Contractor Performance Assessments are mandatory for all aid-related AusAID contracts valued at AUD10,000 or more and must be completed either annually (for contracts longer than one year) or on completion (for shorter contracts). This form is intended to assist and record the assessment of a contractor firm. It is intended for completion by AusAID staff only.

The Contractor and Adviser Performance Assessments Guideline provides further information on this process, including who in AusAID should conduct the assessment.

Do not use this form to assess the performance of an individual Adviser. A separate Adviser Performance Assessment form for these assessments is available here.

The completed Contractor Assessment must be provided to the Contractor and the Contractor must be provided at least 28 days in which to make written comment and sign the form. Where a Contractor disputes any part of the assessment, refer to the section "Disputes" below.

There are 18 questions in the assessment sheet. Only answer questions that are relevant for the contract under assessment. To obtain an average score in the final question, add all scores together and divide by the number of questions answered. If a score for all 18 questions was entered, the entry for Overall Rating would be the total divided by 18. Answers of "N/A" are not counted – for example, if a score was entered for 14 questions and "N/A" for four, the Overall Rating would be the total divided by 14.

The original of the completed assessment can be kept on the activity file. A copy must be sent to ASPP either by internal mail or to [contractor.performance@ausaid.gov.au](mailto:contractor.performance@ausaid.gov.au)

**NOTE AND PRIVACY STATEMENT FOR CONTRACTOR:** You are required to sign this assessment within 28 days of receipt, and are entitled to respond to any issues raised in it. Any responses must be in writing and returned to the AusAID within 28 days together with the signed copy of the assessment. Failure to respond within 28 days is deemed to indicate your acceptance of the assessment.

AusAID may seek the views of Partner Government personnel involved in the activity in making this assessment.

A copy of this assessment and your response (if you choose to make one) will be provided to the relevant section of AusAID for placement on your performance file and on a performance register available to AusAID staff. Information from the assessment, including your response, can be used by AusAID as part of any future contractor selection process including consideration by Tender Assessment Panels convened by AusAID to evaluate tender proposals. The assessment is considered current for a period of five (5) years from the date of signature and may be referred to within that period.

Information from the assessment, including your response, may also be provided to relevant Partner Government personnel, only for the purpose of a Partner Government managed procurement exercise using AusAID funds.

A consistent record of Very Good to Outstanding performance will be considered highly in future AusAID adviser selections.

A record of underperformance (defined as an overall rating of "Less than Satisfactory" or below in any AusAID activity over the past five (5) years or equivalent assessments from other referees/clients) will be taken into account if you are considered for future work with AusAID.

**DISPUTES:** Where contractor disputes any ratings or comments, the AusAID Deed of Standing Offer Manager will escalate the assessment to the responsible AusAID Director or Counsellor. AusAID will make all reasonable attempts to resolve disputes at this level before the assessment is finalised. AusAID's complaints policy may be used where attempts to resolve disputes are unsuccessful.

Further information on handling disputes is available for AusAID staff in the Contractor and Adviser Performance Assessments Guideline.

<b>Adviser Name:</b>		<b>Adviser Firm or Facility:</b>	
<b>Activity:</b>		<b>Deed of Standing Offer No.:</b>	<b>Activity:</b> Choose from list
<b>Activity Manager:</b>		<b>Country:</b>	
<b>Engagement Period from</b>	<b>until</b>	<b>Assessment date:</b>	
<b>Nature of Assignment:</b>			
<b>Adviser performance ratings</b>			
1	<i>Very Weak</i>	Serious underperformance, not meeting most contract/terms of reference deliverables	
2	<i>Weak</i>	Major effort needed to improve delivery of core responsibilities identified in the contract/terms of reference; AusAID very hands on in managing areas where contractor is not delivering	
3	<i>Less than satisfactory</i>	Effort needed to improve delivery of one or more core responsibilities identified in the contract/terms of reference	
4	<i>Satisfactory</i>	Minor effort needed to improve delivery of some areas of responsibility identified in the contract/terms of reference	
5	<i>Very Good</i>	All responsibilities identified in the contract/terms of reference delivered efficiently and effectively	
6	<i>Outstanding</i>	All responsibilities identified in the contract/terms of reference delivered with a high degree of efficiency and effectiveness, efficiently, and proactive steps taken to achieve outcomes above and beyond identified responsibilities	

	<b>Assessment Criteria</b>	<b>Performance Rating*</b>	<b>Comments*</b>
1	In-Australia management and administrative support – includes: ability to plan and administer activities in accordance with the contract, Support services provided to the in-country team; Regular monitoring and engagement with the in-country team	Choose from list	
2	In-country management and administrative support – includes: Management responsiveness, particularly to policy change and development context; Appropriate planning and monitoring of activities; Quality of advice to AusAID and other stakeholders, where appropriate	Choose from list	
3	Relationship with AusAID – includes: Cooperation in all matters relating to the contract; Open and honest in addressing problems; Regular communication and updates	Choose from list	
4	Activity financial management – includes: Responsiveness to AusAID's requests for financial information; Ability to deliver services within budget; Accuracy of financial information, including invoices, acquittals and forward estimates	Choose from list	
5	Risk management – includes: Proactively and promptly identifies and informs AusAID of substantive issues likely to adversely affect timing, cost or quality of services; Provides recommendations for actions to manage risks	Choose from list	
6	Quality of stakeholder communication – includes: Feedback received from partner government (& other development partners where appropriate) on satisfaction with consultation and services provided; Time and effort invested in developing relationships with counterparts and key stakeholders	Choose from list	
7	Continuous improvement – includes: Proactively identifies areas for improvement of activity and applies lessons learnt	Choose from list	

<b>Assessment Criteria</b>		<b>Performance Rating*</b>	<b>Comments*</b>
8	Quality of planning documentation – includes: Timely submission of documentation which meets counterpart/stakeholder requirements; Documentation does not require multiple re-writes	Choose from list	
9	Attention to AusAID's policies – includes Evidence of plans, monitoring and results which show progress towards AusAID's aid policy commitments (e.g. gender, environment, child protection)	Choose from list	
10	Performance of team leader – includes Effective communication and leadership; Achieves results against contracted responsibilities; Relationship with stakeholders; Management of team	Choose from list	
11	Performance of other key activity personnel – includes: Achieves results against contracted responsibilities; Relationship with stakeholders	Choose from list	
12	Ability to maintain quality project personnel – includes: Suitability of staff; Staff turnover levels	Choose from list	
13	Timeliness in replacing activity personnel – includes: Minimal disruption; Proactively informs AusAID of staff changes; Satisfactory recruitment process	Choose from list	
14	Managing underperformance, where appropriate – includes: Quality of management control of personnel performance; Timely identification of issues with personnel and proactively proposing solutions; Willingness to replace personnel where necessary	Choose from list	
15	Quality and timeliness of activity milestones/ deliverables – includes: Achieves milestones/deliverables within the set timeframe; Strategies for managing delays; Documentation supplied (e.g. milestone reports, M&E frameworks) meets quality standards set by AusAID	Choose from list	
16	Quality of monitoring and evaluation (M&E) – includes: Effectively measures and reports on activity progress; M&E framework (or equivalent) has clearly defined and measurable objectives; M&E framework (or equivalent) has effective quantitative and qualitative indicators	Choose from list	
17	Appropriately addressing sustainability (i.e., continuation of benefits/outcomes after external support is removed) – includes Understanding of key factors promoting or inhibiting sustainability and a strategy for promoting sustainability; Appropriately preparing for transition following completion of the activity; Where appropriate, demonstrates strengthening of partner government systems	Choose from list	
18	Responsiveness to AusAID – includes: Timely response to AusAID requests and instructions; Ability to respond to unexpected requests; Acceptance of AusAID decisions	Choose from list	
<b>Overall rating (average of all scores)</b>		<b>Choose from list - rou</b>	

\* Ratings of 1 (Very Weak), 2 (Weak), 3 (Less than Satisfactory) or 6 (Outstanding) **must** be supported by further comments.

<b>AusAID Activity Manager Name</b>	<b>Company / Facility Representative Name (where applicable)</b>	<b>Adviser Name</b>
<b>Date:</b>	<b>Date:</b>	<b>Date:</b>
<b>Signature</b>	<b>Signature</b>	<b>Signature</b>

# Schedule 7:

## Declaration of Status

THIS DEED POLL is made on the \_\_\_\_\_ day of December 2012 in favour of the **COMMONWEALTH OF AUSTRALIA** represented by the Australian Agency for International Development (“AusAID”).

BY **Insert Company name and address.** (“Recipient”)

### RECITALS

- A. AusAID and Cardno Emerging Markets (Australia) Pty Ltd (“Cardno”) have entered into a Contract for the purpose of a project in Australia and Africa.
- B. The Recipient has been engaged by Cardno to work on the following project: Australia Africa Partnerships Facility.
- C. AusAID requires the Recipient to enter into this Deed in order to confirm their eligibility to receive allowances under AusAID’s Adviser Remuneration Framework.

### THE RECIPIENT DECLARES AS FOLLOWS:

#### 1. INTERPRETATION

##### 1.1. In this Deed:

“**Dependant**” means a person who:

- (a) has a close personal relationship with an Adviser;
- (b) share accommodation or housing with an Adviser; and
- (c) is provided with financial or domestic support by the Adviser.

“**Partner**” means a person who:

- (a) has a close personal relationship with an Adviser;
- (b) shares accommodation or housing with an Adviser; and
- (c) provides the Adviser with financial or domestic support.

#### 2. RECIPIENT STATUS

- 2.1. The Recipient [**does/does not**] usually reside in the location where they will be working on the project.
- 2.2. The Recipient [**is/is not**] accompanied by dependants.
- 2.3. The Recipient’s dependants and/or partner [**are/are not**] in receipt of an expatriate housing allowance from the Commonwealth of Australia or any other employer.
- 2.4. The Recipient’s dependants and/or partner:
  - (a) [**are/ are not**] currently employed by AusAID or on an AusAID funded project; and
  - (b) [**are/are not**] in receipt of an allowance that recognises their accompanied status from the Commonwealth of Australia.
- 2.5. The Recipient must inform AusAID or Cardno promptly if their status as described in **Clause 2** above changes.



**3. PROOF OF STATUS**

- 3.1. AusAID may, at any time, request the Recipient to give AusAID reasonable evidence to confirm the Recipient's status as described in **Clause 2** above.
- 3.2. If AusAID makes a request under **Clause 3.1** above, the Recipient must promptly comply with the request.

**EXECUTED** as a deed poll:

**SIGNED**

**RECIPIENT:**

By the Recipient in the presence of:

.....  
Signature of Witness

.....  
Signature of Recipient:

.....  
(Print Name of Witness)

.....  
(Print Name of Recipient)

# Schedule 8: Example Services Order

(INSERT DATE)

(INSERT CONSULTANT'S NAME)

(INSERT CONSULTANT'S ADDRESS)

(INSERT CONSULTANT'S ADDRESS)

(INSERT CONSULTANT'S ADDRESS)

(INSERT CONSULTANT'S ADDRESS)

Dear (INSERT CONSULTANT'S NAME)

RE: Services Order No. **xxxx/xx** under the AAPF APSG Agriculture and Food Security Company Consultancy Panel (**DEED NO.xxx**) relating to the Australia-Africa Partnerships Facility (AAPF).

This letter confirms the acceptance of the following Services Order under the above Deed of Standing Offer.

All other terms and conditions remain the same as the AAPF APSG Mining Governance Consultancy (Company) Panel Deed of Standing Offer between Cardno Emerging Markets (Australia) Pty Ltd and (**INSERT CONTRACTOR's NAME**) as agreed on (**INSERT DEED DATE**).

This Services Order brings into existence a periodic contract between Cardno Emerging Markets (Australia) ("Cardno") and (**INSERT CONTRACTOR's NAME**) ("The Contractor") for the provision of the Services detailed below subject to the terms and conditions set out in the AAPF APSG Mining Governance Consultancy (Company) Panel Deed of Standing Offer between both parties.

## 1. INTERPRETATION

1.1 All terms used in this Services Order have the same meaning as is given to them in the Deed of Standing Offer, unless the context otherwise requires.

## 2. TERM OF SERVICES ORDER

- 2.1 The term of this Services Order commences upon issue of this Services Order signed by Cardno being the date indicated at the end of this Services Order and continues until all obligations under this Services Order have been fulfilled or earlier notice of termination under this Services Order.
- 2.2 The Contractor must commence the Services **(Choose the most appropriate)** no later than/on**(Insert Services Start Date)** and must complete the Services by **(Insert Services End Date)**.

## 3. THE SERVICES

- 3.1 The Contractor shall provide the following Services:

**(INSERT SPECIFIC SERVICES ORDER TORS.)**

## 4. REPORTING REQUIREMENTS

- 4.1 The Contractor must provide the following reports by the date, in the format and the number of copies indicated:
- a.
  - b.
- 4.2 All reports must:
- a. Be provided in accordance with the specifications under the Standard Terms and Conditions of the AAPF APSG Mining Governance Consultancy (Company) Panel Deed of Standing Offer, in particular clause 11 – Liaising and Reporting;
  - b. be accurate and not misleading in any respect;
  - c. be prepared as directed by Cardno;
  - d. be provided in the format and on the media approved or requested by Cardno;
  - e. not incorporate either the AusAID, Cardno or the Contractor's logo;
  - f. be provided at the time specified in this Services Order; and
  - g. incorporate sufficient information which allows Cardno to monitor and assess the success of the Services.

## 5. CONTRACTOR PERFORMANCE ASSESSMENT

- 5.1 The Contractor agrees that Cardno may issue a contractor performance assessment in relation to individual Services Orders. The contractor performance assessment shall be substantially in accordance with the assessment sheet attached at Schedule 7 to the AAPF APSG Mining Governance Consultancy (Company) Panel Deed of Standing

Offer. The Contractor shall sign and return the completed contractor performance assessment together with any response the Contractor wishes to include.

## 6. FEES PAYABLE TO THE CONTRACTOR

6.1 For the performance of the consultancy Services described in this Services Order, Cardno Emerging Markets (Australia) shall pay the Personnel Fees in accordance with the rates specified in Table 1 below.

Remuneration terms are as per Schedule 4 of the AAPF APSG Mining Governance Consultancy (Company) Panel Deed of Standing Offer.

**Table 1: Personnel Fees (as per Schedule 4 of AAPF APSG Mining Governance Consultancy (Company) Panel Deed of Standing Offer No. (xxxx))**

Items	Basis of Payment	Unit Rate	Units	Upper Limit
<b>Fee and Allowances</b>		<b>AUD</b>		<b>AUD</b>
Personnel Fee (Delete if Home Base)	Daily - Overseas	As per AusAID ARF and position description	To be determined by Services Orders	To be determined by Services Orders
Fee (Delete if Overseas)	Daily - Home base	As per AusAID ARF and position description	To be determined by Services Orders	To be determined by Services Orders
Management Fee		As per Deed of Standing Offer		
<b>TOTAL (A)</b>				<b>TBA</b>
<b>Deductible Component</b>				
Re-routing				At cost
Other - specify				
			<b>TOTAL (B)</b>	<b>\$0</b>
<b>Items to be Reimbursed</b>				
Meals and Incidentals Allowance	Agreed daily rate for relevant country of work as specified in Annex 1 (Schedule 4) of AAPF APSG Mining Governance Consultancy (Company) Panel Deed of Standing Offer	As specified by AusAID in accordance with the Adviser Remuneration Framework for the relevant country of work	To be determined by Services Orders	To be determined by Services Orders

Items	Basis of Payment	Unit Rate	Units	Upper Limit
Travel Home Base-Project	All ticket stubs and boarding passes to be submitted with claim.  Economy class for all domestic travel and in Africa travel irrespective of duration.  Business class for each international flights (not within Africa) for flights legs in excess of 4 hours	All ticket stubs and boarding passes to be submitted	To be determined by Services Orders	Reimbursed at cost
Approved Internal Travel	All receipts to be submitted with claim.			Reimbursed at cost
Accommodation	Per Night. Reimbursed at lesser of actual cost incurred or amount specified for relevant country of work in Annex 1 of Schedule 4.	As specified by AusAID in accordance with the Adviser Remuneration Framework for the relevant country of work – seen Annex 1 of Schedule 4	To be determined by Services Orders	To be determined by Services Orders
Transit and Terminals	On production of receipts for any reasonable compulsory arrival and departure taxes, travel to and from airports and travel visas			Reimbursed at cost
<b>TOTAL PAYMENT (A) - (B)</b>				<b>TBA</b>

## 7. CLAIMS FOR PAYMENT

7.1 The Contractor's tax invoice must be submitted when due pursuant to the Services Order in a form identifiable with the Services Order.

7.2 All tax invoices must include a certification by a Company director of the Contractor, or their delegate:

- a) that the invoice has been correctly calculated;
- b) that the Services included in it have been performed in accordance with this Deed of Standing Offer.

7.3 All claims for payment must be made out to:

<Services Order Reference – AWR Reference>  
APSG Mining Governance Consultancy (Company) Panel  
Busi Radebe: bradebe@aa-partnerships.org  
Cc- Olivia Mushaba: omushamba@aa-partnerships.org  
Agreement Number: AAPF APSG 0085  
Cardno Emerging Markets (Aus) Pty Ltd  
2nd Floor, South Tower, Hatfield Plaza  
1122 Burnett Street, Hatfield,  
Pretoria 0028, South Africa  
+27 12 362 5818 (fax)

7.4 Tax invoices should be sent to the above address. Alternatively, Cardno will accept electronic tax invoices.

7.5 Invalid tax invoices will be returned to the Contractor. Information on what constitutes a valid tax invoice can be found at:

<http://www.ato.gov.au/business/content.asp?doc=/content/50913.htm>

## 8. NOTICES

8.1 The address of a Party shall be the address set out below or another address of which that Party may from time to time give notice in writing to each other Party:

### Cardno

To: c/- Aust-Africa Partnerships Facility  
Attention: Hamady Tall  
Postal Address: 2<sup>nd</sup> Floor, South Tower, Hatfield Plaza  
1122 Burnett Street, Hatfield,  
Pretoria 0028  
Facsimile: +27 12 362 5818 (fax)

### Contractor

To: Contractor's Name  
Postal Address: Insert  
Street Address: Insert

Please indicate your agreement to undertake this Services Order by signing and returning a copy of this letter to the attention of **(INSERT RELEVANT AAPF STAFF MEMBER)**, Cardno Emerging Markets (Australia) Pty Ltd.

<p><b>Acceptance</b></p> <p><i>Accepted by an authorised representative of Cardno Emerging Markets (Australia) Pty Ltd</i></p> <p>.....</p> <p><i>Signature</i></p> <p>.....</p> <p><i>Print Name and Designation</i></p> <p><i>Date: / /</i></p>	<p><i>Accepted by you or your authorised representative, who warrants that he or she has authority to bind you:</i></p> <p>.....</p> <p><i>Signature</i></p> <p>.....</p> <p><i>Print Name</i></p> <p><i>Date: / /</i></p>
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