

**SENATE STANDING COMMITTEE ON LEGAL AND CONSTITUTIONAL AFFAIRS
BUDGET ESTIMATES
MAY 2023**

**Home Affairs Portfolio
Department of Home Affairs**

Program 1.4: Counter-Terrorism

BE23-043 - Online Content Incident Arrangement - Contract with M&C Saatchi

Senator Gerard Rennick asked:

Senator RENNICK: Minister Watt, why is your government still censoring social media posts about COVID, when the pandemic has been declared over by the World Health Organization and the state of emergency was ended here by many states last year?

Senator Watt: I'm not across exactly what action the department is currently taking, but, as has been described, this department has a role in addressing misinformation that represents a danger to the public.

Ms Hawkins: Senator Rennick, can I just come in and help on that direct question? In terms of what you were saying about the pandemic having been declared over, in earlier evidence I did note that the current contract ends on 30 June, and we will not be renewing it.

Senator RENNICK: The contract? Which contract is that?

Ms Hawkins: This work will end on 30 June this year. It's a contract with a service provider who we had contracted to identify the harmful COVID misinformation and disinformation on various platforms.

Senator RENNICK: So you've actually employed an external consultant to review this data?

Ms Hawkins: We did have an external provider—

Mr Pezzullo: Not data, posts.

Senator RENNICK: Posts, yes.

Mr Pezzullo: They've got a scanning capability.

Senator RENNICK: Can I get a copy of that contract you had with that external agency, please?

Mr Pezzullo: We can take that on notice.

Answer:

Please see **Attachment A** for contract for period 26 March 2020 to 30 June 2020. The contract was extended to 30 June 2021.

Please see **Attachment B** for contract for period 6 October 2021 to 30 June 2022. The contract was extended to 30 June 2023.



Australian Government

Commonwealth Contract – Consultancy Services

Reference ID: ADF2020/53710

Customer

Customer Name: Department of Home Affairs
Customer ABN: 33 380 054 835
Address: 3 Molonglo Drive
Brindabella Business Park ACT 2609

Supplier

Full Name of the Legal Entity: World Services (Australia) Pty Ltd
Supplier ABN: 60 629 191 420
Address: Transport House
99 Macquarie St
Sydney NSW 2000

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless:

- a) it is terminated earlier; or
- b) the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Details
Contract Start Date:	Thursday, 26 March 2020
Contract Term:	This Contract will terminate on Tuesday, 30 June 2020.
Contract Extension Option:	This Contract includes the following extension option(s): Option to extend the contract for a year, pending agreement from both parties..

C.A.2 The Requirement

M&C Saatchi World Services' role will be to support the Department in providing social media insights to the Australian Government on the COVID-19 pandemic.

For three months (beginning on contract signing), M&C Saatchi World Services are required to produce twice weekly reporting (on days selected by the Department) and daily special alerts (at a time advised by the Department) on COVID-19 trend and sentiment in the Australian social media environment, with a focus on misinformation and disinformation content.

Reporting to include key influencers, narratives (including misinformation and disinformation), engagement and reach and overall trends. Reporting to include a one-page summary.

M&C Saatchi World Services will adjust the reporting format and to scope as per the Department's requirements to ensure it is keeping pace with internal reporting needs.

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards (or in its absence an international standard) including any requirements or standards specified in this Statement of Work. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards, including, but not limited to, those specified in this Statement of Work.

Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: <https://www.w3.org/WAI/intro/wcag>.

C.A.2(b) Security Requirements

None Specified

C.A.2(c) Work Health and Safety

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential Work Health and Safety issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. The Supplier will provide the Customer with a plan for approval.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any Work Health and Safety issues that arise.

C.A.2(d) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
Deliver twice weekly reporting and daily alerts to the Department (at times	[REDACTED]	[REDACTED]	Commencing on execution of contract

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determined by the Department)			
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C.A.2(e) Meetings

The Supplier is not required to attend meetings.

C.A.2(f) Facilities and Assistance Offered by the Customer

The Customer will not make any facilities or assistance available to the Supplier.

C.A.2(g) Customer Material

The Customer will not provide any material.

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no actual, perceived or potential conflicts of interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act 2013* (PID Act). Prior to making a disclosure, refer to information available at:

<http://www.ombudsman.gov.au/about/making-a-disclosure/information-for-disclosers>.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	[REDACTED]
Email Address:	[REDACTED]
Telephone:	[REDACTED]

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	Lauren Monks
Email Address:	
Telephone:	

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$198,000.00** as set out below.

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
1/05/2020	1 Month completed	\$89,100.00	\$9,900.00	\$99,000.00
26/06/2020	Final payment	\$89,100.00	\$9,900.00	\$99,000.00

Total Fixed Price for Services \$198,000.00 GST Inclusive

Adjustment to Fixed Pricing for Contract Variation/Extension

C.A.3(a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone Description	Payment Amount
1/05/2020 12:00:00 AM	1 month completion payment	\$99,000.00
26/06/2020 12:00:00 AM	End of contract payment	\$99,000.00

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C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer's Contract Manager:

The person occupying the position of: Director
Currently: [REDACTED]
Telephone: [REDACTED]
Email Address: [REDACTED]
Postal Address: 3 Molonglo Drive
Brindabella Business Park ACT 2609

C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title: [REDACTED]
Telephone: [REDACTED]
Email Address: [REDACTED]
Postal Address: 3 Molonglo Drive
Brindabella Business Park
Canberra ACT 2609

The Customer's preferred method of invoicing is by email.

C.A.4(c) Supplier's Contract Manager:

Name: Matt Delahunty
Position Title: Business Director
Telephone:
Email Address:
Postal Address: Transport House
99 Macquarie St
Sydney NSW 2000

C.A.4(d) Supplier's Address for Notices

Postal Address: Transport House
99 Macquarie St
Sydney NSW 2000

C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

None Specified

Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

C.B.1 Intellectual Property

For the purposes of this clause, "Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

The Customer owns the Intellectual Property Rights in the Material created under this Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Interest on Late Payments

Where the Customer and the Supplier both have the capability to deliver and receive e-Invoices through the Pan-European Public Procurement On-Line (PEPPOL) framework and have agreed to use electronic invoicing (e-Invoicing), the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five (5) calendar days after receiving it, or if this day is not a business day, on the next business day.

In all other circumstances, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a business day, on the next business day.

If the total initial value of the Contract (excluding any options, extensions, renewals or other mechanisms that may be executed over the life of the contract) is less than A\$1 million (GST inclusive) and the Customer fails to make a payment to the Supplier by the business day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate available on the Australian Taxation Office website as it applies on the day the amount was due and payable expressed as a daily rate.

C.B.4 Illegal Workers

Illegal Worker means a non-citizen who:

- a) does not hold a valid visa and who performs Work in Australia; or

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- b) holds a valid visa and who performs Work in Australia in breach of a visa condition that:
- (i) prohibits him or her from working in Australia; or
 - (ii) restricts the Work that he or she may perform in Australia.

Work means any work, whether for reward or otherwise. For more information refer to the "Employing Legal Workers Guide" available at: <http://www.homeaffairs.gov.au/Busi/Empl/Empl/employing-legal-workers/legal-workers-a-guide-for-employers>.

The Supplier must not engage Illegal Workers in any capacity to carry out any Work under or in connection with this Contract and must Notify the Customer immediately if it becomes aware of the involvement of an Illegal Worker in such Work.

The Supplier must remove, or cause to be removed, any Illegal Worker from any involvement in performing its obligations under this Contract (including if engaged by a Subcontractor) and arrange for their replacement at no cost to the Customer and immediately upon becoming aware of the involvement of the Illegal Worker.

If requested in writing by the Customer, the Supplier must provide evidence within 14 days that it has taken all reasonable steps to ensure that it has complied and is complying with its obligations in respect of Illegal Workers.

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C.C.1 Background:

The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.

Some terms used in these *Commonwealth Contract Terms* have been given a special meaning. Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

C.C.2 Relationship of the Parties:

Neither party is the employee, agent, officer or partner of the other party nor, by virtue of this Contract, authorised to bind or represent the other party.

The Supplier must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and cooperate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
- (e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any),

unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

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

C.C.6 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was entered.

Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM were correct when made and remain correct.

The Parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

All Additional Contract Terms (if any), plus Clauses C.C.14 [*Liability of the Supplier*], C.C.17 [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Commonwealth Laws and Policies*], C.C.22(A) [*Access to Supplier's Premises and Records*], C.C.22(F) [*Fraud*] survive termination or expiry of the Contract.

C.C.8 Notices:

A Notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by registered post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).

A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.

C.C.9 Assignment:

The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting:

Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6. The Supplier must ensure that specified Subcontractors (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

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The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.11 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Contract at Item C.A.2(d) [*Delivery and Acceptance*], if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties:

At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

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

C.C.13 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [*Specified Personnel*] (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

- (a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
- (b) is not a fit and proper person; or
- (c) is not suitably qualified to perform the Services.

Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any negligent or wilful breach of the Supplier's obligations or representations under the Contract.

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier's liability under this clause shall not exceed the maximum applicable amount that applies to the claim loss or damage under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,
(a) the Customer acting in good faith, may at any time; or
(b) the Supplier, acting in good faith, may notify that it wishes to, terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

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In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [Delivery and Acceptance] and item C.A.2(d) [Delivery and Acceptance] before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause:

The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (e) subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:
 - (i) is unable to pay all its debts when they become due;
 - (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
 - (iii) if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966* (Cth).

Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.17 Supplier Payments:

If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

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

Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.

If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.18 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to clause C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.C.20 Transition Out:

If the Contract expires or is terminated under clause C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

C.C.21 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

C.C.22 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services.

If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to G below, it must:

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- (a) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and
- (b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

A. Access to Supplier's Premises and Records: The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982* (Cth) or audit or review by the Australian National Audit Office. Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request.

The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.

B. Privacy Act 1988 (Cth) Requirements: In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

C. Confidential Information: Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to non-disclosure of the Customer's confidential information in a form acceptable to the Customer.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, a Minister or a House or Committee of Parliament.

D. Security and Safety: When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

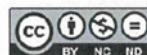
E. Criminal Code: The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

F. Fraud: For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.

If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

G. Taxation: The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.



The Commonwealth Contract Terms are licensed under the Creative Commons [Attribution-NonCommercial-NoDerivatives 4.0 International](https://creativecommons.org/licenses/by-nc-nd/4.0/) License (CC BY NC ND 4.0 INT).

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A.[x] – is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B.[x] – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A.[x] – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C.[x] – is a reference to a clause of the **Commonwealth Contract Terms** or the **Commonwealth Purchase Order Terms**, as the case may be.

“**Additional Contract Terms**” means the terms and conditions set out in the section of the Contract with the heading ‘Additional Contract Terms’.

“**Approach to Market or ATM**” means the notice inviting potential suppliers to participate in the procurement.

“**Closing Time**” means the closing time specified in clause A.A.1 [*Key Events and Dates*].

“**Contract**” means the documentation specified in clause C.C.4 [*Precedence of Documents*].

“**Contract Extension Option**” means an option of a Customer to extend the term of a Contract for one or more additional time periods.

“**Contract Manager**” means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

“**Contract Price**” means the total contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

“**Correctly Rendered Invoice**” means an invoice that:

- a) is correctly addressed and calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- e) is a valid tax invoice in accordance with the GST Act.

“**Customer**” means a party specified in a Contract as a Customer.

“**Delivery and Acceptance**” means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

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

“**Goods and/or Services**” means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

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

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

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

Commonwealth Contracting Suite (CCS) Glossary

“Material” means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

“Moral Rights” means the rights in *Part IX of the Copyright Act 1968 (Cth)*, including the right of attribution, the right against false attribution and the right of integrity.

“Notice” means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

“Requirement” means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading ‘Requirement’;
- b) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading ‘Requirement’;
- c) for the purposes of the Commonwealth Purchase Order Terms the document setting out the Goods and/or Services.

“Specified Personnel” means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [*Specified Personnel*].

“Statement of Requirement” means the section of the Approach to Market with the heading ‘Statement of Requirement’.

“Statement of Work” means the section of the Contract, as the case may be, with the heading ‘Statement of Work’.

“Supplier” means a party specified in a Contract as a Supplier.

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Consultancy Services, they enter into a Contract comprising:

- a) Additional Contract Terms (if any);
- b) Statement of Work;
- c) Commonwealth Contract Terms;
- d) Commonwealth Contracting Suite Glossary; and
- e) Contract Annex 1 – Supplementary Information (if any).

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of Home Affairs

ABN 33 380 054 835 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

Name of witness (*print*)

Name of delegate (*print*)

Position of delegate (*print*)

Date:

Executed by World Services (Australia) Pty Ltd **ABN 60 629 191 420** in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (*print*)

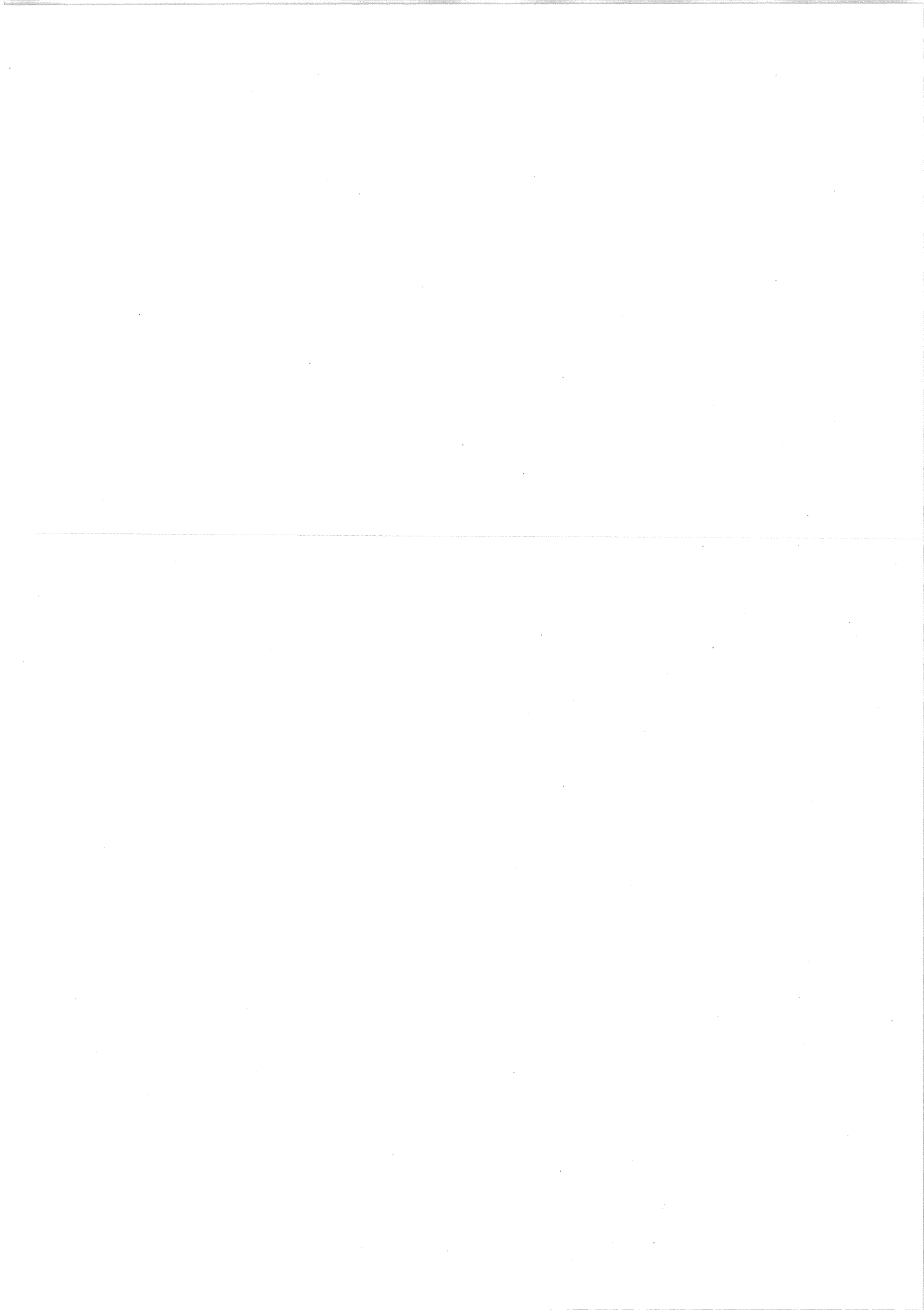
Name of director/company secretary (*print*)

Andrew Blackstone

Matt Delahunty - Business Director

Date:


25/03/2020



Digital Marketplace work order

Identification and Referral of Online COVID-19 Mis/Disinformation


Project (Brief ID # 14131)

General		
1.	Authority and context	<p>This work order is issued by the Commonwealth of Australia as represented by the Department of Home Affairs (buyer) to World Services (Australia) Pty Limited (t/a M&C Saatchi) ABN 60 629 191 420 (seller) in accordance with the Digital Marketplace Master Agreement 31 May 2019 which relates to the Digital Transformation Agency's Digital Marketplace Panel.</p> <p>In accordance with clause 2 of the Master Agreement, this work order, once executed by both parties, will create a separate contract between the buyer and the seller on the terms of the Master Agreement, the Comprehensive Terms and the terms specified in this work order.</p> <p>Unless the context otherwise provides, defined terms used in this work order have the same meaning as given in the Definitions section of the Master Agreement.</p>
2.	Standing Offer Notice ID	SON3413842
3.	Work order number	14131
4.	Buyer representative	
5.	Seller representative	Matthew Delahunty
6.	Project title	Identification and Referral of Online COVID-19 Mis/Disinformation
7.	Work order commencement date	6 October 2021
8.	Term of the work order	<p>The initial term of the work order is to 30 June 2022</p> <p>The buyer may extend the term of the work order by two further periods of up to twelve (12) months each on the same terms and conditions as this work order by giving notice in writing to the seller no later than 30 days prior to the end of the then current term.</p>
Deliverables		
9.	Deliverables MA cl. 6	Seller will provide the deliverables set out in M&C Saatchi World Services 'COVID-19 Spotlight Reporting SOW & Budget Proposal' attached to this work order (Attachment A).

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10.	Purpose MA cl. 6	<p>The deliverables must be fit for the following purpose: end-to-end referral process for COVID-19 related mis/disinformation occurring in social media environments, including identification of COVID-19 misinformation in online social media environments, referral of identification content to digital industry, and the provision of regular statistical reporting.</p> <p>The seller agrees that the deliverables may be provided to the buyer for use partially or wholly under current and future shared services arrangements to other Commonwealth agencies.</p>										
11.	Policies and standards MA cl. 6 CT cl. 3	<p>Seller must, in supplying deliverables, comply with, and ensure your personnel comply with:</p> <ul style="list-style-type: none"> (a) the Department's policies and frameworks; (b) the terms of this Work Order (including its Attachments, if any), the Master Agreement and the Comprehensive Terms; (c) any applicable State or Territory labour hire licencing laws; (d) Departmental Integrity and Professional Standards. (e) Seller must ensure that your personnel uphold the values and behave in a manner that is consistent with the Australian Public Service Values and the APS Code of Conduct, as applicable to their work in connection with this Contract. The APS Values and Code of Conduct are contained in Part 3 of the Public Service Act 1999 (Cth). <p>If applicable, all deliverables and outputs should conform to the Web Content Accessibility Guidelines (WCAG) 2.0 (specifying Level A, AA or AAA), preferably through the use of Sufficient Techniques (as that term is defined in the WCAG 2.0 Quick Reference (http://www.w3.org/WAI/WCAG20/quickref/)).</p>										
12.	Documentation MA cl. 7	<p>Seller must provide the following documentation to the buyer:</p> <table border="1" data-bbox="525 1099 1343 1458"> <thead> <tr> <th data-bbox="525 1099 933 1160">Documentation</th> <th data-bbox="933 1099 1343 1160">Timing</th> </tr> </thead> <tbody> <tr> <td data-bbox="525 1160 933 1218">Statistical Report</td> <td data-bbox="933 1160 1343 1218">Fortnightly</td> </tr> <tr> <td data-bbox="525 1218 933 1276">Updated referral catalogue</td> <td data-bbox="933 1218 1343 1276">Weekly</td> </tr> <tr> <td data-bbox="525 1276 933 1379">Identification and Referral of COVID-19 mis/disinformation to digital industry</td> <td data-bbox="933 1276 1343 1379">3 times each week (Monday, Wednesday & Friday)</td> </tr> <tr> <td data-bbox="525 1379 933 1458">Flagging exceptional content for targeted communications</td> <td data-bbox="933 1379 1343 1458">Ad hoc basis</td> </tr> </tbody> </table>	Documentation	Timing	Statistical Report	Fortnightly	Updated referral catalogue	Weekly	Identification and Referral of COVID-19 mis/disinformation to digital industry	3 times each week (Monday, Wednesday & Friday)	Flagging exceptional content for targeted communications	Ad hoc basis
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Statistical Report	Fortnightly											
Updated referral catalogue	Weekly											
Identification and Referral of COVID-19 mis/disinformation to digital industry	3 times each week (Monday, Wednesday & Friday)											
Flagging exceptional content for targeted communications	Ad hoc basis											
13.	Meetings	<p>Seller must ensure that the Seller's representative, and the buyer must ensure that the buyer's representative, is reasonably available to attend the meetings and answer any queries relating to the provision of the deliverables raised by either party.</p>										
14.	Reports	<p>The buyer may direct seller's personnel to provide regular reports which track the delivery of services to the agreed schedule.</p>										
Delivery and acceptance												
15.	Delivery and milestones MA cl. 9	<p>Seller will provide the deliverable in accordance with the timeframes set out in the M&C Saatchi World Services 'COVID-19 Spotlight Reporting SOW & Budget Proposal' attached to this work order (Attachment A).</p>										

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<p>16. Acceptance process and criteria MA cl. 9</p>	<p>Acceptance process for all deliverables in accordance with the Master Agreement and as detailed below. The buyer may accept or reject any deliverable in accordance with the contract.</p>	<table border="1"> <thead> <tr> <th data-bbox="518 367 927 421">Deliverables</th> <th data-bbox="927 367 1370 421">Acceptance criteria</th> </tr> </thead> <tbody> <tr> <td data-bbox="518 421 927 656"> <p>Deliverables as set out in the M&C Saatchi World Services 'COVID-19 Spotlight Reporting SOW & Budget Proposal' attached to this work order (Attachment A).</p> </td> <td data-bbox="927 421 1370 656"> <ul style="list-style-type: none"> • Completeness of the documentation provided • Correctness of factual data • Fit for purpose and meets the expectations of department stakeholders as detailed in this order </td> </tr> </tbody> </table>	Deliverables	Acceptance criteria	<p>Deliverables as set out in the M&C Saatchi World Services 'COVID-19 Spotlight Reporting SOW & Budget Proposal' attached to this work order (Attachment A).</p>	<ul style="list-style-type: none"> • Completeness of the documentation provided • Correctness of factual data • Fit for purpose and meets the expectations of department stakeholders as detailed in this order 																					
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<p align="center">Pricing and payment</p>																											
<p>17. Contract price and payment schedule MA cl. 12</p>	<p>The total contract price is up to a maximum \$127,908.00 (GST inclusive) Invoices will be issued and paid monthly in arrears.</p>	<table border="1"> <thead> <tr> <th data-bbox="518 826 724 943">Summary</th> <th data-bbox="724 826 879 943">Hourly Rate (excl GST)</th> <th data-bbox="879 826 1011 943">Hours</th> <th data-bbox="1011 826 1187 943">Payment (GST excl)</th> <th data-bbox="1187 826 1370 943">Payment (GST incl)</th> </tr> </thead> <tbody> <tr> <td data-bbox="518 943 724 1025">Direct Labor Costs</td> <td data-bbox="724 943 879 1025">\$120.00</td> <td data-bbox="879 943 1011 1025">3 hours x 198 days</td> <td data-bbox="1011 943 1187 1025">\$71,280.00</td> <td data-bbox="1187 943 1370 1025">78,408.00</td> </tr> <tr> <th data-bbox="518 1025 724 1120">Summary</th> <th data-bbox="724 1025 879 1120">Cost</th> <th data-bbox="879 1025 1011 1120">Quantity</th> <th data-bbox="1011 1025 1187 1120">Payment (GST excl)</th> <th data-bbox="1187 1025 1370 1120">Payment (GST incl)</th> </tr> <tr> <td data-bbox="518 1120 724 1227">Other Direct Costs - Subscriptions</td> <td data-bbox="724 1120 879 1227">\$22,500.00</td> <td data-bbox="879 1120 1011 1227">2</td> <td data-bbox="1011 1120 1187 1227">45,000.00</td> <td data-bbox="1187 1120 1370 1227">49,500.00</td> </tr> <tr> <td colspan="3" data-bbox="518 1227 1011 1285" style="text-align: right;">TOTAL</td> <td data-bbox="1011 1227 1187 1285">\$116,280.00</td> <td data-bbox="1187 1227 1370 1285">\$127,908.00</td> </tr> </tbody> </table>	Summary	Hourly Rate (excl GST)	Hours	Payment (GST excl)	Payment (GST incl)	Direct Labor Costs	\$120.00	3 hours x 198 days	\$71,280.00	78,408.00	Summary	Cost	Quantity	Payment (GST excl)	Payment (GST incl)	Other Direct Costs - Subscriptions	\$22,500.00	2	45,000.00	49,500.00	TOTAL			\$116,280.00	\$127,908.00
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TOTAL			\$116,280.00	\$127,908.00																							
<p>18. Additional costs MA cl. 12</p>	<p>The parties agree that the contract price is the sole and exclusive payment for all costs associated with the provision of the deliverables and that you are not entitled to any payment for additional costs in connection with this work order. To avoid doubt and without limitation, seller is not entitled to any payment in addition to the contract price for travel and accommodation.</p>																										
<p>19. Maximum cost threshold MA cl. 12</p>	<p>Seller must stop work and advise the buyer immediately if the accrued costs reach the maximum cost threshold for a deliverable. Seller must not commence work or exceed the threshold without the buyer's approval.</p>																										
<p>20. Invoicing MA cl. 12</p>	<p>Invoices must be submitted via email to: </p> <p>An invoice will be taken to be correctly rendered if the amount claimed in the invoice is due for payment under this work order and:</p> <p>(a) the invoice contains:</p> <ul style="list-style-type: none"> (i) the work order reference number; (ii) the deliverables related to the amounts being claimed; (iii) the name of the buyer's representative; (iv) the seller's ABN (if applicable); 																										

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		<p>(v) the seller's bank account details for payment; and</p> <p>(vi) such other information as the buyer from time to time requires; and</p> <p>(b) the invoice is in the form of a valid tax invoice, where the seller is registered for GST;</p> <p>(c) the deliverables related to the amounts being claimed have been provided to the buyer's satisfaction and, if required, have been accepted by the buyer in accordance with this work order;</p> <p>(d) the details of the deliverables and the agreed payment amount as per the work order; and</p> <p>(e) the invoice is accompanied, where required, by reasonable documentation that provides evidence that the deliverables have been performed and/or that any additional costs claimed are payable.</p>						
Intellectual property rights								
21.	Material other than order material MA cl. 8 CT cl. 10	The licence of material, other than order material, is extended to allow the buyer (and its contractors) to use the material to provide shared services to other Commonwealth agencies.						
22.	Intellectual property register CT cl. 12	An intellectual property register is not required.						
Confidentiality and privacy								
23.	Confidential information MA Definitions MA cl. 16 CT cl. 21	<p>The parties agree that the following information is confidential information for the purposes of this work order:</p> <p>All information that is disclosed to the seller or its specified personnel, or any information of which the seller or its specified personnel become aware of or have access to in connection with this agreement regarding the buyer, the buyer's operations, activities, finances or organisational structure, or any other information of a third party that the buyer is obliged or expected to maintain confidentiality of.</p> <p>All information as described above must remain confidential in perpetuity.</p>						
24.	Confidentiality undertaking MA cl. 16	Before seller commences work, confidentiality undertakings in a form attached to this work order or otherwise prescribed by the buyer are required from all seller's specified personnel.						
25.	Privacy MA cl. 17 CT cl. 22	<p>Seller must, in supplying deliverables, comply with, and ensure your personnel comply with Departmental standards, guidelines and direction in relation to Privacy and the collection, storage, use and disclosure of personal information.</p> <p>Seller must ensure that your subcontracts include the same obligations as you have under clause 22 of the comprehensive terms.</p>						
Other provisions								
26.	Insurance MA cl. 6	<p>Seller must obtain and maintain the following insurances:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #d9e1f2;">Type</th> <th style="background-color: #d9e1f2;">Minimum limits</th> <th style="background-color: #d9e1f2;">Period of insurance</th> </tr> </thead> <tbody> <tr> <td>Public Liability</td> <td>\$10m per occurrence</td> <td>Term of contract</td> </tr> </tbody> </table>	Type	Minimum limits	Period of insurance	Public Liability	\$10m per occurrence	Term of contract
Type	Minimum limits	Period of insurance						
Public Liability	\$10m per occurrence	Term of contract						

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		Professional Indemnity	\$2m per occurrence and in the aggregate for all claims in any 12 month policy period	Term of contract						
		If requested by the buyer, seller must provide current relevant confirmation of insurance documentation from your insurers or insurance brokers certifying that you have insurance as required by the work order and clause 6 of the Master Agreement.								
27. Specified personnel MA cl. 10		<table border="1"> <thead> <tr> <th>Name</th> <th>Position</th> </tr> </thead> <tbody> <tr> <td>Matt Delahunty</td> <td>Program Lead</td> </tr> <tr> <td>Hugh Brassil</td> <td>Media Intelligence Analyst</td> </tr> </tbody> </table> <p>The buyer may also agree to additional personnel being identified and included for the provision of the services.</p>			Name	Position	Matt Delahunty	Program Lead	Hugh Brassil	Media Intelligence Analyst
Name	Position									
Matt Delahunty	Program Lead									
Hugh Brassil	Media Intelligence Analyst									
28. Workplace health and safety requirements MA cl. 10 CT cl. 19		As per cl.10 of the Master Agreement and cl.19 of the Comprehensive Terms.								
29. Subcontracting MA cl. 11 CT cl. 20		Not Applicable								
30. Buyer material MA cl. 15 CT cl. 13 - 14		The buyer will provide information as that us required for the completion of the deliverables.								
31. Harmful code CT cl. 17		Where harmful code is introduced in breach of the warranty in clause 17 of the comprehensive terms, seller must pay any costs incurred by the buyer as a result of the breach. This includes paying the cost of any third party engaged by the buyer to repair or remove the harmful code.								
32. Limitation of liability CT cl. 25		Subject to clause 25 of the comprehensive terms, each party's liability in respect of this work order (including for negligence) is limited to three times contract value in aggregate.								
33. Indigenous Procurement Policy		<p>You must use reasonable endeavours to increase your:</p> <ul style="list-style-type: none"> (a) purchasing from Indigenous enterprises; and (b) employment of Indigenous Australians, <p>in the provision of the deliverables.</p> <p>Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor, and use of Indigenous suppliers in the seller's supply chain.</p> <p>In this clause, "Indigenous enterprise" means an organisation that is 50 per cent or more Indigenous owned that is operating a business.</p>								

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Signing this work order means a contract is created between the buyer and seller as described in the [Master Agreement](#)

Buyer signatures

Buyer's authorised officer

[Redacted Signature]

Signature

[Redacted Name]

Name

[Redacted Position]

Position

05/10/21

Date

Seller signatures

Seller's authorised officer

Signature

Matt Delahunty

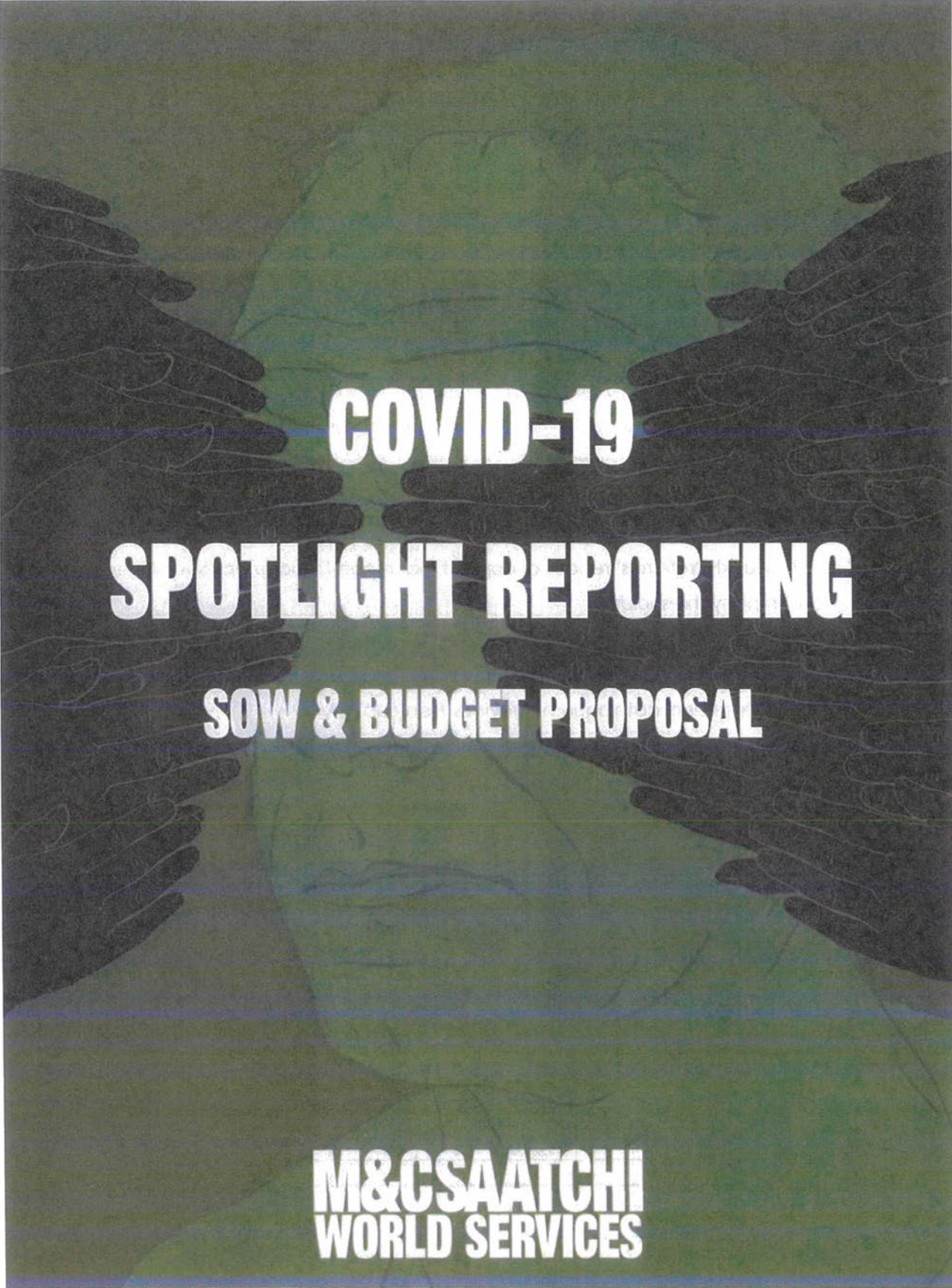
Name

Managing Director

Position

05/10/2021

Date



COVID-19
SPOTLIGHT REPORTING
SOW & BUDGET PROPOSAL

M&CSAATCHI
WORLD SERVICES

SCOPE OF WORK & BUDGET PROPOSAL

This proposal is based on the delivery of a 9-month program that analyses trending COVID-19 rumours, misinformation and disinformation from the Australian digital information environment.

Its role will be to support the Department in providing referrals on content that breaches the terms of service of various social media platforms.

Key information as follows;

- **Period of Performance (POP):** 9 months from October 2021 – July 2022
- **Objective:** Monitoring & reporting on COVID-19 misinformation and disinformation from the Australian digital information environment.
- **Platforms monitored and approach:** Online blogs & forums, social media including Twitter & selected Facebook channels, online news sites, broadcast media including TV and print. This will be achieved via a combination of multiple AI based machine scraping platforms and human digital analysis to achieve the desired project outcomes.
- **Main reporting deliverables:**
 - 3 x weekly 'referrals' reports of content that meets Department/Social Media company thresholds
 - Fortnightly statistical report outlining the total number of referrals including referral outcome for each instance (broken down per platform)
 - Weekly referral catalogue of previous 7-day activity
 - Ad hoc requests from the Department as required
- **Budget:** Scalable and flexible depending on the Departments requirements

	POP: 9 MONTHS				
	Cost (\$AUD)				
Summary				Total excl. GST	Total incl. GST
Direct Labor Costs				\$ 71,280.00	\$ 78,408.00
Other Direct Costs -- Subscriptions				\$ 45,000.00	\$ 49,500.00
GRAND TOTAL FOR POP				\$ 116,280.00	\$ 127,908.00
	Cost (\$AUD)				
Direct Labor Costs	Cost	Hours	Days	Total	Total
Digital Researcher (22 days x 9 months x 3hrs per day)	\$ 120.00	3.0	198	\$ 71,280.00	\$ 78,408.00
Total				\$ 71,280.00	\$ 78,408.00
	Cost (\$AUD)				
Other Direct Costs - Subscriptions	Cost	Qty		Total	Total
Digital access and subscriptions	\$22,500.00	2		\$ 45,000.00	\$ 49,500.00
Total				\$ 45,000.00	\$ 49,500.00