

s 47E(c)

From: s 47E(c)
Sent: Wednesday, 28 May 2025 6:06 PM
To: Shankey, David; NZEA CEO Office
Cc: Livingston, Rachel; McVicar, Rachel; s 47E(c)
Subject: FOR CEO CLEARANCE AND SIGNATURE: Decision brief on a reviewer and TOR for the section 68 review - EIJP [SEC=OFFICIAL:Sensitive]
Attachments: CEO decision brief - s68 review - engagement of reviewer and TOR.docx; Attachment C - Curriculum vitae for Emeritus Professor Green.pdf; Attachment E - Terms of Reference.docx

OFFICIAL: Sensitive

Hi David

Please find attached and linked below a decision brief supporting the next steps toward commencement of the section 68 review of Part 5 of the NZEA Act (Energy Industry Jobs Plan). The brief:

- Recommends seeking the engagement of Emeritus Professor Roy Green AM as the reviewer
- Provides a final version of the review's terms of reference for approval

Once you've signed the decision brief, we'll commence the next steps of the engagement of Emeritus Professor Green and prepare an informational brief for Minister Ayres.

Document
Primary document: CEO decision brief – for signature
Attachment A: Reviewer skills matrix (<i>enclosed within brief</i>)
Attachment B: Assessment of Emeritus Professor Green's suitability (<i>enclosed within brief</i>)
Attachment C: Curriculum vitae for Emeritus Professor Green
Attachment D: Due diligence for Emeritus Professor Green (<i>enclosed within brief</i>)
Attachment E: Terms of Reference

Thanks

s 47E(c)

A/g Director, Policy
Energy Industry Jobs Plan Review Taskforce



s 47E(c)

PO Box 6500 CANBERRA ACT 2600
www.netzero.gov.au

The Authority acknowledges and pays respect to the past, present and emerging Elders and Traditional Custodians of Country, and the continuation of cultural, spiritual and educational practices of Aboriginal and Torres Strait Islander peoples.

CEO decision brief: Independent reviewer and terms of reference for section 68 review of Part 5 of the NZEA Act

To: David Shankey, Chief Executive Officer, Net Zero Economy Authority

We recommend that you: Agree to formally approach Emeritus Professor Roy Green AM to conduct a review of Part 5 of the <i>Net Zero Economy Authority Act 2024</i> (the Act) by 10 December 2025, in accordance with subsection 68(3) of the Act Agree to the terms of reference (Attachment E), which focus the review on the legislative requirements of section 68 of the Act and allow consideration of the merit and timing for future reviews Note the proposed next steps for commencing the review in July 2025, including: - Providing an informational brief on the approach to the review to Senator the Hon. Tim Ayres, Minister for Industry and Science - Engaging Emeritus Professor Green under a '<i>contract for labour hire</i>' arrangement Date: _____	Agreed / Not Agreed Agreed / Not Agreed Noted / please discuss
Comments:	

Key issues

1. We recommend that you appoint Emeritus Professor Roy Green AM in accordance with your responsibility under subsection 68(3) of the *Net Zero Economy Authority Act 2024* (the Act) to conduct, or cause to be conducted, a review of the operation of Part 5 of the Act, including whether any amendments are desirable.
 - a. An eminent reviewer is the preferred model to conduct an independent review that will be supported by stakeholders and deliver meaningful recommendations to the Australian Government.
2. Emeritus Professor Green is Special Innovation Advisor at the University of Technology Sydney. He is considered the most suitable candidate because he performs strongly against the skills matrix criteria (**Attachment A** refers), which was designed to set a framework and rigor in the selection of a reviewer. We also note Emeritus Professor Green has no limitations in availability to conduct the review.
 - a. Emeritus Professor Green has demonstrated his capacity to fulfil a senior advisory role to Government, which in this case involves leading a complex and highly analytical project while working sensitively across a diversity of stakeholders. He has also advised domestically and internationally on policy frameworks for renewable energy technologies and regional economic development. A more detailed assessment of Emeritus Professor Green's suitability is at **Attachment B** and his curriculum vitae is at **Attachment C**.

- b. Emeritus Professor Green's availability, lack of competing priorities and the outcomes of a due diligence check (**Attachment D** refers) also support his engagement as reviewer.
- 3. Further discussions were held with a range of individuals with relevant skills and experience who may have had an interest in conducting the review. While these individuals qualify against criteria in the skills matrix to varying degrees and some had the required availability, we consider that Emeritus Professor Green is the most suitable candidate.
- 4. The proposed terms of reference (TOR) at **Attachment E** will guide Emeritus Professor Green's delivery of the review. The TOR:
 - a. Focus the review on the operation of Part 5 of the Act and whether any amendments are desirable, in line with the requirements of subsection 68(3) of the Act and advice from the Australian Government Solicitor on how the requirements of section 68 of the Act should be interpreted.
 - b. Allow the reviewer to consider the timing and merit of conducting a future review of Part 5 and associated redeployment supports, noting that no power stations will have closed by the review's delivery date of 10 December 2025.
 - c. Exclude consideration of the broader Act, other pieces of legislation including *the Fair Work Act 2009* and the broader operation of the Fair Work Commission. These exclusions aim to prevent the review from investigating matters beyond the remit described in section 68 of the Act and making potentially sensitive recommendations on matters outside of the Industry and Science portfolio.
- 5. The Act empowers you to make the ultimate decision on who should conduct the review and how it should be conducted.
 - a. To support you to make a robust and well informed decision, the Authority's Board was consulted on draft versions of the skills matrix and TOR on 2 April 2025. Based on their feedback, minor amendments were made to strengthen the focus of the TOR on the operation of Part 5 of the Act (including recruitment of receiving employers) and to enhance the capacity of the skills matrix to support consideration of a diversity of candidate reviewers.
 - b. External stakeholders represented on the Energy Industry Worker Redeployment Advisory Group and the Authority's Stakeholder Panel received the draft TOR for feedback on 28 April and 2 May respectively. No feedback was provided.
 - c. While the Minister is not responsible for decisions relating to the operation of the review, under subsections 68(6) and 68(7) the reviewer must provide the Minister with the report and the Minister will then table the report in each House of Parliament within 15 sitting days of that House.
 - i. If you agree to Emeritus Professor Green undertaking the review and the draft TOR, an information brief will be prepared for Senator the Hon. Tim Ayres, Minister for Industry and Science.

Risks and sensitivities

- 6. § 47F [REDACTED]
[REDACTED]
[REDACTED] But, it is unlikely that any action will be required noting that the Board has not had a role in the selection of Emeritus Professor Green and will not make decisions concerning the contents or outcomes of the review.
- 7. The review must be complete no later than 10 December 2025 in order to meet the requirements of section 68 of the Act. A minimum 5 week period is required to engage the reviewer, thereby commencing the review. Delaying your decision on the engagement of the reviewer beyond the end of May 2025 will

mean the review cannot commence in early July. The intended project milestones established to support the review's timely delivery will be further compressed and this will exacerbate risks to the quality and delivery of the review.

Next steps

8. Eminent persons are commonly engaged as a 'contract for labour hire', this is defined under the Commonwealth Procurement Rules (CPRs) *as a contract under which a relevant entity engages an individual to provide labour, when the individual is engaged either directly or through a firm which primarily exists to provide the services of only that individual. This includes the appointment of an eminent individual to a special role by an Accountable Authority, or the appointment of a person or persons by an Accountable Authority to a governance committee (for example, an audit committee, ethics committee or steering committee), but does not include the engagement of consultants.*
9. Contracts for Labour Hire are exempt from Division 2 of the CPRs meaning a Limited Tender approach can be used regardless of whether the value is above the \$80,000 threshold.
10. On signing this brief, we will commence the engagement of Emeritus Professor Green utilising the Commonwealth Contracting Suite contract templates. The NZEA financial delegations under section 23(3) of the *Public Governance, Performance and Accountability Act 2013* allows an SES Band 1 to approve the commitment of relevant monies up to \$1 million, meaning Rachel McVicar as Assistant Secretary of the Energy Industry Jobs Plan (EIJP) Review Taskforce will act as delegate. This approval will be captured electronically within the financial system.
11. The EIJP Review Taskforce will provide you with updates across the duration of Emeritus Professor Green's engagement.

Attachments

Attachment A: Reviewer skills matrix

Attachment B: Assessment of Emeritus Professor Green's suitability

Attachment C: Curriculum vitae for Emeritus Professor Green

Attachment D: Due diligence for Emeritus Professor Green

Attachment E: Terms of Reference

Clearance Officer: Rachel Livingston Title: First Assistant Secretary, Worker Transition Division Phone: § 47E(c)	Contact Officer: § 47E(c) Title: A/g Director, EIJP Review Policy Phone: § 47E(c)
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ATTACHMENT B

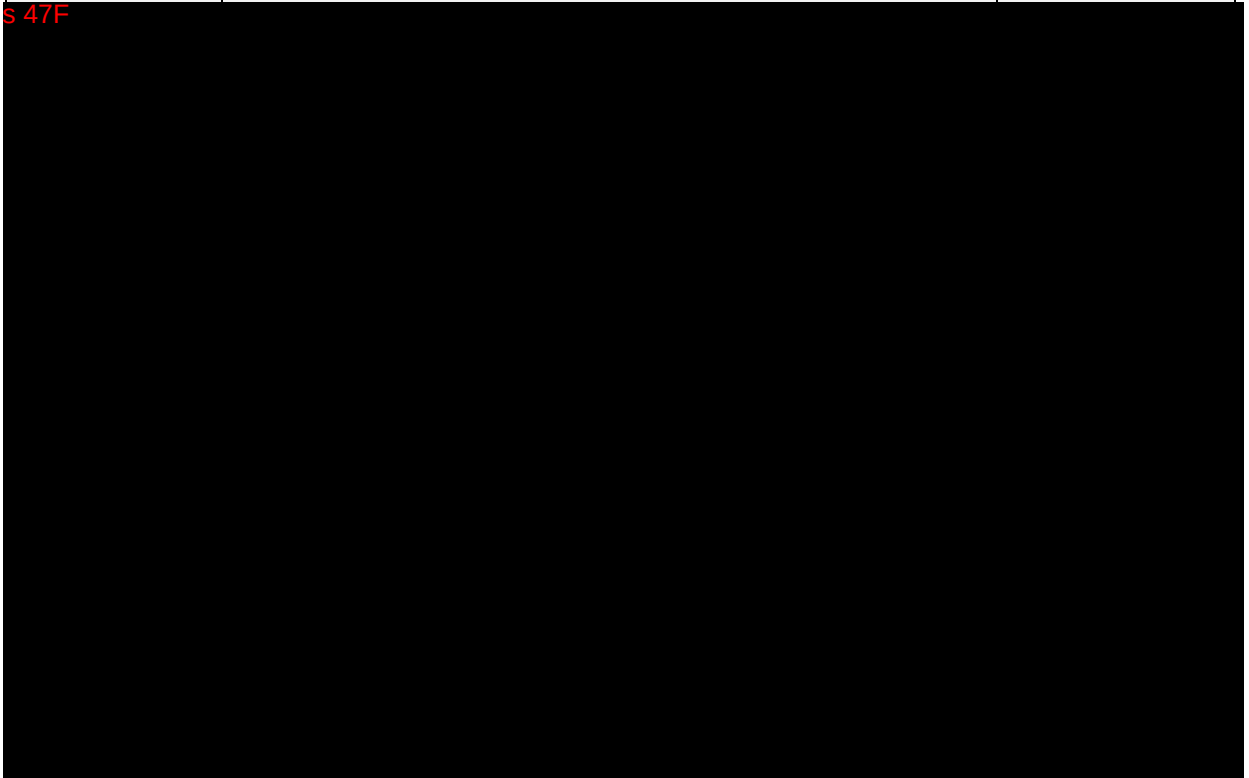
Assessment of Emeritus Professor Green's suitability

- A number of candidates capable of meeting the criteria in the skills matrix at **Attachment A** were approached to conduct market research on potential reviewers and gauge interest and availability. Details are provided in the table below.

Candidate	Short biography	Date of discussion
Emeritus Professor Roy Green	Emeritus Professor Green is a Special Innovation Advisor at the University of Technology Sydney (UTS) and the former Dean of the UTS Business School. He is also an expert adviser to the Centre for Policy Development's Just Transitions workstream and as a member of the Board of CSIRO and SmartSat CRC. He has extensive advisory experience for state and federal government and previously conducted the Australian government's 2008 Review of the Textile, Clothing and Footwear Industries.	Friday 23 May

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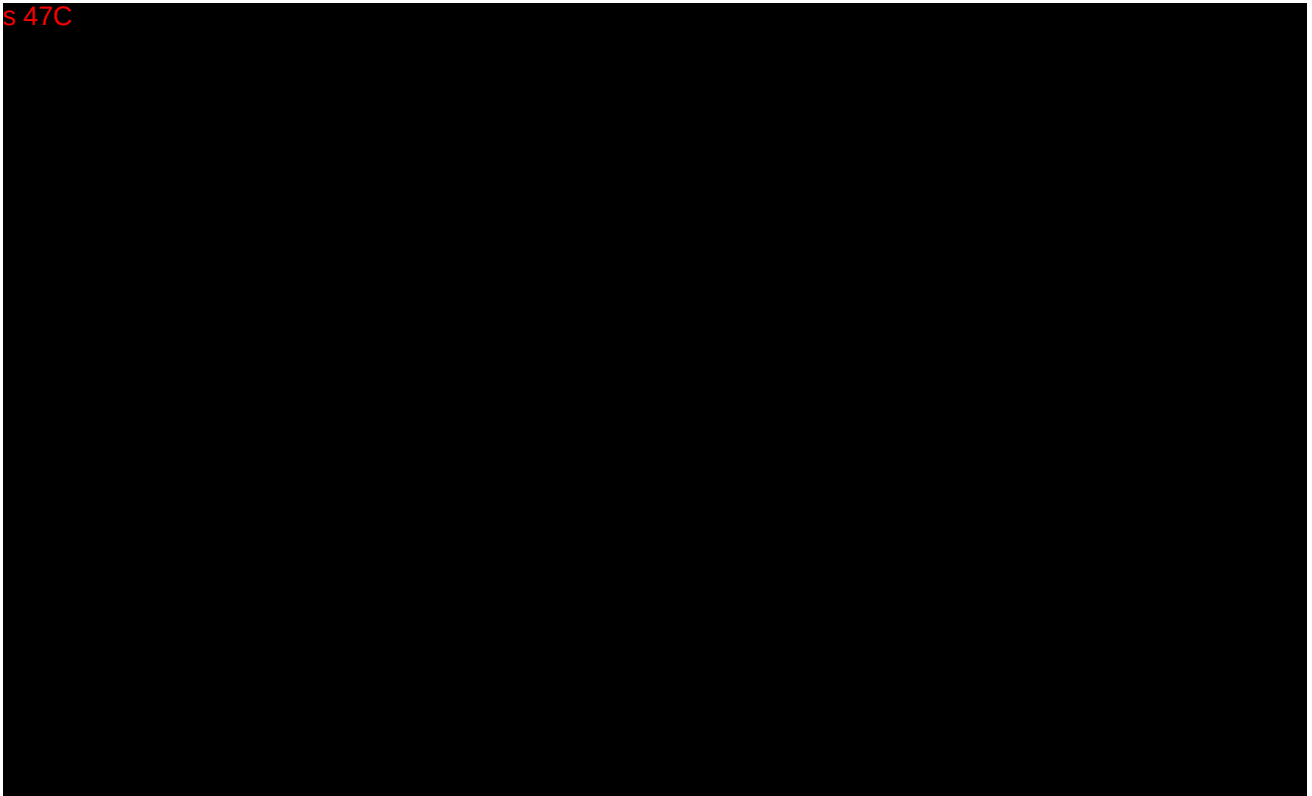
s 47F



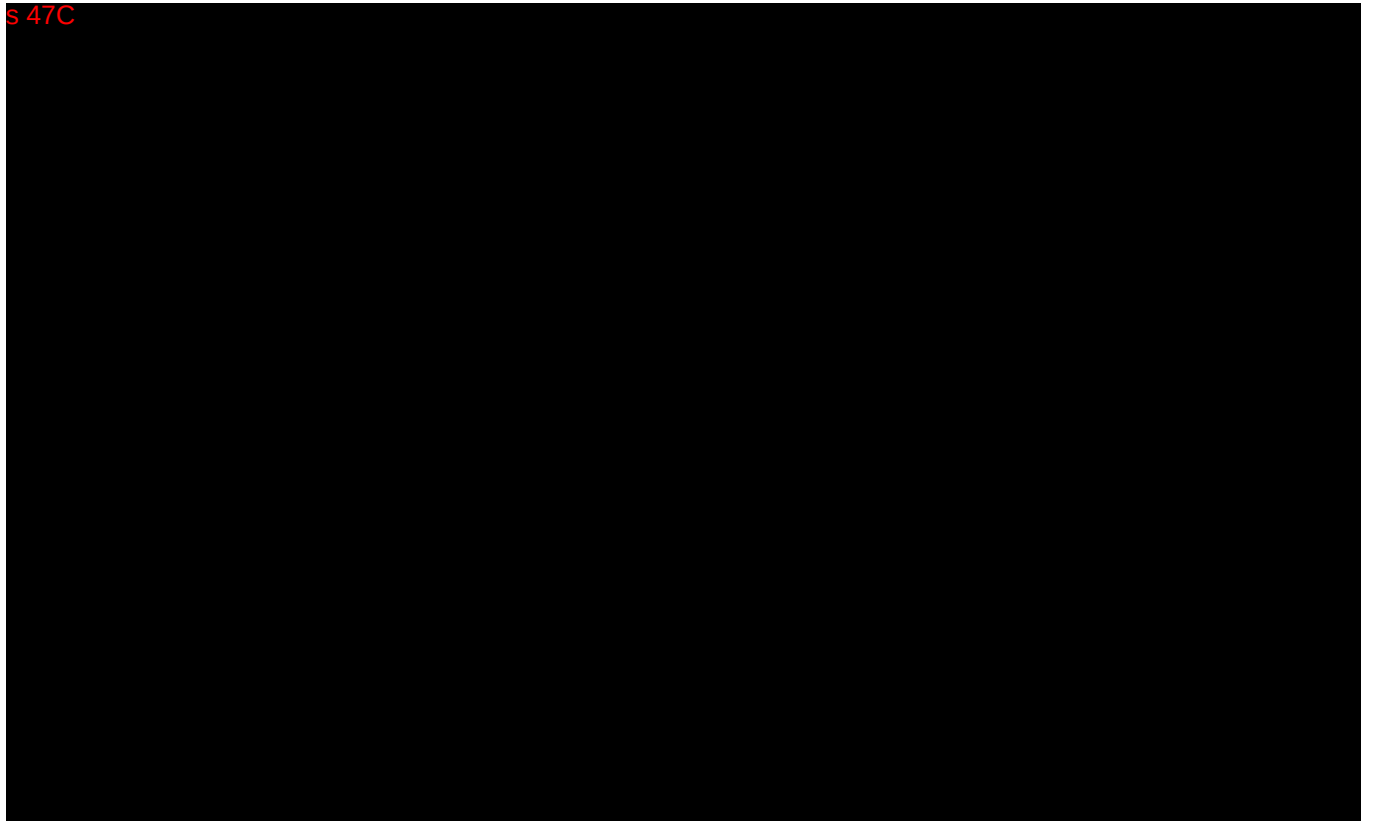
Reasoning for recommending Emeritus Professor Roy Green

- A combination of factors support the engagement of Emeritus Professor Green as the most suitable individual to deliver the section 68 review of Part 5 of the Act:

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ATTACHMENT C

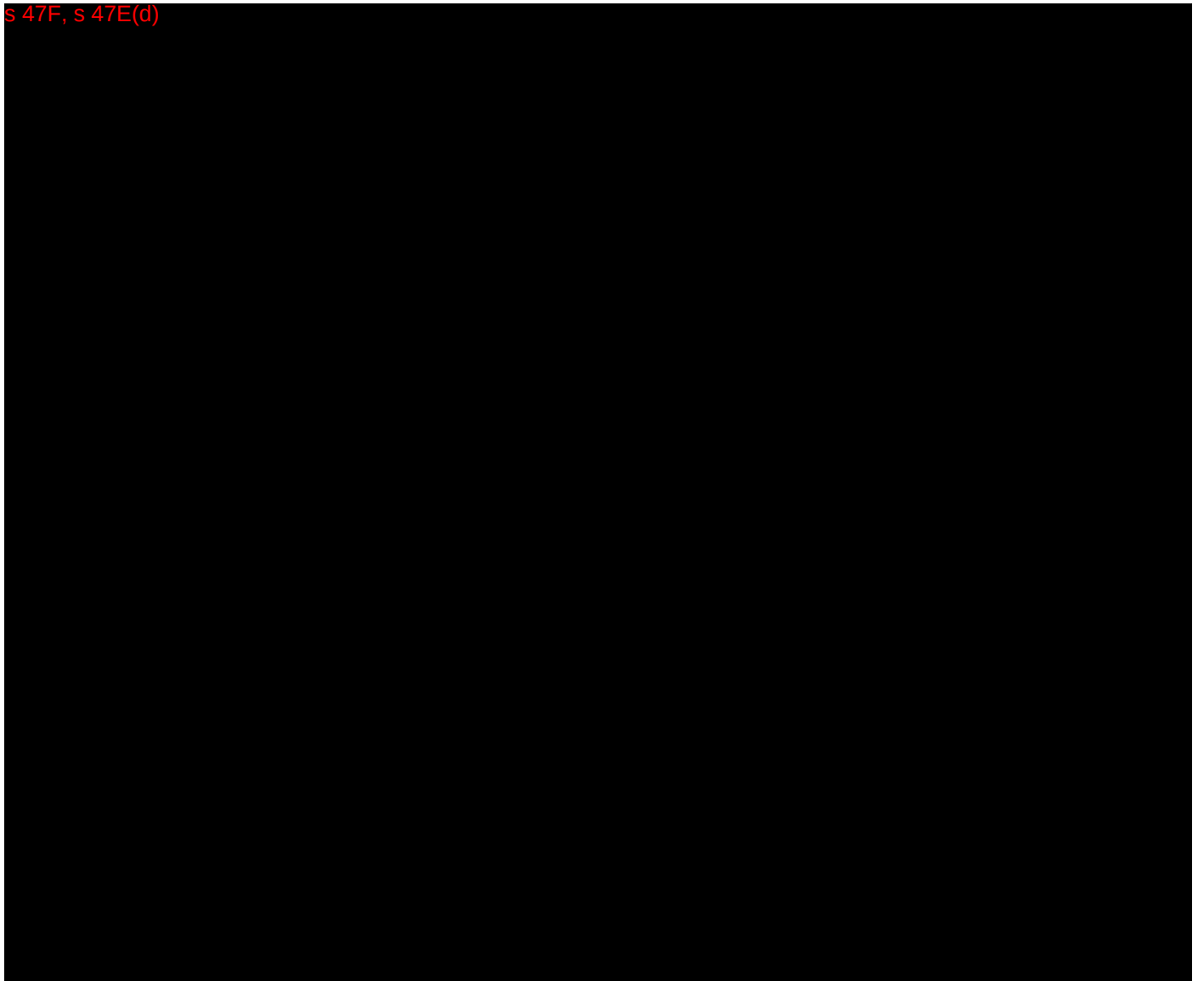
Curriculum vitae for Emeritus Professor Green

Please find Emeritus Professor Green's curriculum vitae [here](#).

ATTACHMENT D

Due diligence for Emeritus Professor Green

s 47F, s 47E(d)



ATTACHMENT E

Terms of reference

Please find the proposed terms of reference [here](#).

Emeritus Professor Roy Green AM

Career Summary

A highly respected academic and policy leader with over 30 years of experience across research, innovation and public policy development, with a strong interest in technological change and productivity performance. Proven expertise in driving strategic innovation programs, advising governments on economic, industrial and labour market policy, and fostering collaboration between industry and academia. Recognised for leadership in business transformation through board and chair roles across multiple sectors, including manufacturing, infrastructure and energy transition. National and international profile as an expert in design of innovation ecosystems and regional economic development.

POSITIONS HELD

Emeritus Professor & Special Innovation Adviser, University of Technology Sydney (2017–)
Conjoint Professor, University of Newcastle (2019–)
Dean of School and Professor, UTS Business School, University of Technology Sydney (2008–2017)
Dean of School and Professor, Macquarie Graduate School of Management, Sydney (2005–08)
Dean of School and Professor, J.E. Cairnes School of Business & Economics, National University of Ireland, Galway (2002–2005)
Vice-President for Research, National University of Ireland, Galway (2005)
Foundation Director, Centre for Innovation & Structural Change (now Whitaker Institute), National University of Ireland, Galway (2002–03)
Professor & Vice-Dean for Research, National University of Ireland, Galway (2000–02)
Academic Director, Innovation Management Program, Atlantic University Alliance (2001–05)
Visiting Professor, University College Dublin (1998)
Associate Professor of Management, University of Newcastle (1997–99)
Visiting Professor, University of Cambridge (1994–95)
Director, Employment Studies Centre, University of Newcastle, Australia (1993–99)
Assessor, Australian Research Council, Australian Government, Canberra (1993–)
Senior Lecturer in Economics, University of Newcastle, Australia (1991–96)
Senior Ministerial Adviser, Australian Government, Canberra (1988–91)
Director of Policy Research, Dept of Industrial Relations, Australian Government, Canberra (1986–88)
Lecturer (part-time), Civil Service College, London (1984–85)
Economic Policy Adviser, UK Labour Party (T Blair/ J Prescott), London (1982–86)

BOARD & COMMITTEE ROLES

Chair, Advanced Robotics for Manufacturing (ARM) Hub, Brisbane (2019–)
Board Member, CSIRO (2023–)
Board Member, SmartSat CRC, Adelaide (2023–)
Chair, Port of Newcastle (Executive Chair 2017–18) (Chair 2018–25)
Chair, Food Innovation Australia Ltd (FIAL), *governance oversight of business wind-down* (2023)
University Council Member, Charles Sturt University, Bathurst NSW (2023–)
Economics Advisory Council, Committee for Sydney (2024–)
Ministerial Circular Economy Taskforce, DCCEEW, Australian Government, Canberra (2023–24)
Independent Reviewer, Advanced Manufacturing Strategy, SA Government, Adelaide (2023)
Australian Design Council, Sydney (2020–)

Research Advisory Committee, ARC Industry Fellowships Program, Canberra (2022-23)

NSW Modern Manufacturing Taskforce, NSW Government, Sydney (2022-23)

Industry Advisory Committee, Australian Technology Universities (ATN) (2021-24)

Assessor, ONI/NSSTC/ARC National Intelligence & Security Discovery Research Grants Program Assessment Panel, Australian Government, Canberra (2020-22)

Vice-Chancellor's Business & Industry Advisory Board, University of Newcastle (2019-)

Committee Member, Committee for Sydney Knowledge Economy Taskforce (2019-23)

Advisory group, CSIRO-NAB Australian National Outlook (2019-20)

DIIS Innovation Metrics Review Taskforce, Australian Government, Canberra (2019)

Board member, Innovative Manufacturing CRC, Melbourne (2017-23)

Business Council of Australia (BCA) Innovation Taskforce, Sydney (2017-19)

SME Committee, NSW Innovation & Productivity Council, NSW Government, Sydney (2017-18)

Reference Group, Innovation & Science Australia, Australian Government, Canberra (2017-18)

Commission for Economic Justice, UK Institute for Public Policy Research, London (2016-18)

Chair, Advisory Committee, RIBIT, Data61/ CSIRO, Sydney (2016-18)

Chair, Queensland Competition Authority, Queensland Government, Brisbane (2015–2018)

President, Australian Business Deans Council (2015–2016)

ARC Industrial Transformation Program Assessment Panel, Canberra (2015-16)

Lead consultant, Australia's Innovation System Inquiry, Australian Senate, Canberra (2015)

Board member, Australian Fashion Chamber, Sydney (2014-18)

ARC Excellence in Research for Australia (ERA) Panel, Australian Government, Canberra (2014-15)

Research Advisory Committee, Centre for Policy Development, Melbourne (2013–23)

Global Talent Hub Advisory Board, NSW Government, Sydney (2012-16)

Manufacturing Leaders Group, DIISRTE, Australian Government, Canberra (2012-13)

Prime Minister's Manufacturing Taskforce, Australian Government, Canberra (2011–12)

OECD Expert Group, OECD Managerial & Entrepreneurial Talent Framework, Paris (2012)

Advisory Board, Bryant University Business School, Providence RI (2012-17)

Board member, TVET Board, Victorian Government, Melbourne (2010-12)

Independent Reviewer, Australian TCF Industries, Australian Government, Canberra (2008)

Chair, Enterprise Connect Innovative Regions Centre, Australian Government, Geelong (2008–2013)

Board member, Society for Knowledge Economics, Sydney (2008-13)

Chair, Manufacturing Sector Advisory Council, CSIRO (2008–12)

Board member, SA Public Sector Performance Commission, SA Government, Adelaide (2008-10)

Board member, SA Training & Skills Commission, SA Government, Adelaide (2008-10)

ABS Innovation Technical Reference Group, Australian Government, Canberra (2007-11)

Chair, NSW Manufacturing Industries Council, NSW Government, Sydney (2006–11)

Board member, Labour-Management Studies Foundation, Macquarie University (2006-09)

Steering Group, CEDA Innovation Australia Project, Sydney (2006)

Expert Group on Innovation Policy, Fraunhofer Institute ISI, Karlsruhe (2005)

Chair, Irish Academy of Management (2005)

Research Assessment Panel, Irish Research Council for the Humanities & Social Sciences (2004-05)

Research Advisory Committee, Economic & Social Research Institute, Dublin (2004-05)

Research Assessment Panel, Science Foundation Ireland, Government of Ireland (2004-05)
Board member, Enterprise Ireland Research Commercialisation Board, Dublin (2003-05)
Chair, Workplace of the Future, National Centre for Partnership & Performance, Dublin, (2002-04)
Expert Group, OECD KISA (knowledge intensive services activities) program, OECD, Paris (2002-05)
Expert Group, OECD MONIT (horizontal innovation policy) program, OECD, Paris (2001-04)
NORFACE Science Policy panel, Danish Research Agency, Danish Government, Copenhagen (2002)
Research Panel, European Commission Framework Programme (FP6), Brussels (2002-03)
Steering Group, Atlantic Technology Corridor, Galway/ Limerick (2000-05)
SALTSA/ETUI Research Group, European Structural Reform program, Stockholm (2000-05)
Cluster Focus Group, OECD National Innovation Systems Program, OECD, Paris (1999-2002)
DISR-BCA Expert Group, National Innovation Summit, Australian Government, Canberra (1998-00)
DEWRSB Workplace Research Panel, Australian Government, Canberra (1997-99)
Board member, Hunter Economic Development Corporation (HEDC), Newcastle (1996-99)
Future of Work Commission, Australian Council of Social Services (ACOSS), Melbourne (1994-96)
Board member, NSW Manufacturing Advisory Council, NSW Government, Sydney (1993-96)
Advisory Board, Australian Centre for Best Practice, Australian Government, Canberra (1990-96)

SELECT CONTRIBUTIONS & ACHIEVEMENTS

- Led the strategic direction of several major industry-focused organisations, fostering innovation and productivity across Australia's key sectors, including manufacturing and energy.
- Championed collaboration between research, industry and government, driving commercialisation and economic growth through place-based innovation ecosystems.
- Advised national and international governments and agencies on policy frameworks for innovation, manufacturing, renewable energy technologies and regional economic development.
- Provided leadership in governance and risk management across high-profile boards in both public and private sectors, including CSIRO, SmartSatCRC and Port of Newcastle.
- Played a key role in shaping Australia's innovation and industrial policy agenda through engagement with ministers, departmental programs and advisory groups.

QUALIFICATIONS & AWARDS

Member, Order of Australia
PhD in Economics, University of Cambridge (1991)
John F Kennedy Prize, University of Adelaide
LLB-BA, University of Adelaide (First Class Honours) (1975)
Research Fellow, Clare Hall, Cambridge (1979-82)
Research Studentship, Trinity College, Cambridge (1976-79)
Fellow, Royal Society of New South Wales (FRSN)
Fellow, Centre for Policy Development (FCPD)
Fellow, Royal Society for the Encouragement of Arts, Manufactures & Commerce (FRSA)
Smartlink Fellow, National Institute of Manufacturing Management
Fellow, Irish Academy of Management (FIAM)
Lifetime Fellow, Clare Hall, Cambridge

PUBLICATIONS & RESEARCH

Available upon request

Terms of Reference

Terms of Reference – Statutory Review of Part 5 of the *Net Zero Economy Authority Act 2024*

Context

The *Net Zero Economy Authority Act 2024* (the Act) commenced in December 2024, establishing the Net Zero Economy Authority (Authority) and the Energy Industry Jobs Plan (EIJP). The objects of the Act include ensuring that Australia's regions, communities and workers are supported to manage the impacts, and share in the benefits, of Australia's transition to a net zero emissions economy.

Most of Australia's coal-fired power stations, and some gas-fired power stations, have announced expected closure dates over the coming decades. The retirement of ageing energy assets will cause significant economic and workforce changes, particularly in Australia's industrial regions. Accordingly, the EIJP was designed to promote a coordinated response to these changes by ensuring that workers directly impacted by power station closures and workers in some dependent businesses in their supply chains (such as coal mines) have the right supports, skills and opportunities to access new employment. The intent is to provide these supports well ahead of facility closures to give people more time to prepare for new employment and to avoid the adverse impacts experienced by communities from previous unplanned closures.

Legislative scope and framework

The EIJP provisions are set out in Part 5 of the Act. The implementation of this Part realises Parliament's intention to build a world-leading and consistent approach to worker support in the context of the energy transition while recognising the individual circumstances of each business. The legislative framework targets the EIJP to closures where it is most needed.¹ The model "reflects the outcomes of detailed consultations with employee and employer groups. [It is] about supporting workers on the front line of the energy transition."²

Parliament intended for this framework to operate within the existing workplace relations framework. Likewise, the intent is not to set up separate reporting obligations to announce closure dates, but rather to link to existing obligations and reporting methods (such as under electricity rules or notices to the Australian Stock Exchange).³

The EIJP framework enables the Authority to identify, and the Fair Work Commission (FWC) to determine, which employers and workers would benefit from the application of the EIJP provisions. Part 5 of the Act is administered by the CEO of the Authority. Under this Part, the CEO may undertake a process (i.e. the community of interest process set out in section 55) to assess whether the EIJP is needed for an upcoming closure (i.e. through an application for a community of interest determination under section 56). The process includes consultation with key stakeholders including employers, employee organisations, employer organisations and community groups. After completing the process, the CEO may apply to the FWC to make a determination (i.e. under section 57 of the Act). In this application, the CEO must have regard to various matters, including factors that could impact the employment outcomes of workers, and the impact on the broader community, after the closure. The CEO of the Authority and FWC are required to consider existing industrial arrangements and supports, among other things, when deciding how the legislative framework applies to a particular power station closure.

¹ Revised Explanatory Memorandum, *Net Zero Economy Authority Act 2024*, p.42

² Second Reading Speech, delivered by the Hon Patrick Gorman MP, Assistant Minister to the Prime Minister, on Wednesday, 27 March 2024

³ Revised Explanatory Memorandum, *Net Zero Economy Authority Act 2024*, p. 19

Where the CEO decides to apply to the FWC for a community of interest determination, and the FWC makes a determination, closing power stations and dependent employers specified in that determination will have legislated obligations under Part 5 of the Act to support their employees to seek and obtain new employment, including access to training, career planning and financial advice. The legislative framework specifies the types of support that participating employers must provide to their employees and establishes pathways for employers and unions to clarify what actions the employer must take for employers to meet their obligations.

Since the Act commenced on 11 December 2024, the Authority has applied Part 5 of the Act in three separate instances:

- On 19 December 2024, the Authority's CEO exercised statutory discretion to not undertake a community of interest process under Part 5 for the closure of Muja C Unit 6 in Collie, Western Australia. This decision was informed by significant consultation and took into account that the closure of the unit would not result in any involuntary redundancies in the broader Muja Power Station or within its supply chain.
- On 13 January 2025, the CEO announced a community of interest process under Part 5 of the Act for Torrens Island B Power Station in Adelaide, South Australia, which is scheduled to close in June 2026.
- On 27 May 2025, the CEO announced a community of interest process under Part 5 of the Act for Eraring Power Station in Lake Macquarie, New South Wales, which is scheduled to close in August 2027.

In relation to Torrens Island B and Eraring power stations, the community of interest processes will support the CEO to decide whether to make an application to the FWC for a community of interest determination for either closure. The Authority will announce the outcome of these processes as soon as practicable.

Upcoming closures where the EIJP provisions in Part 5 of the Act may apply include Collie Power Station in Western Australia scheduled to close in October 2027 and Yallourn Power Station in Victoria scheduled to close in June 2028.

Legislative basis for the Review

Subsection 68(3) of the Act states that the CEO must conduct, or cause to be conducted, a review into the operation of Part 5, including consideration of whether any amendments to that Part are desirable. Subsection 68(4) provides that the CEO must ensure that the review is completed within 12 months of the day on which section 68 commenced (i.e. the review must be completed by the end of 10 December 2025).

Subsections 68(5) and 68(6) of the Act state that the responsible Minister must be provided with a written report of the review. Under subsection 68(7), the Minister must then table a copy of the report in each House of Parliament within 15 sitting days of that House after the report is given to the Minister.

Matters to be considered by the Review

The review will seek to identify the effectiveness (including the likely effectiveness) of Part 5 and include consideration of whether any amendments to this Part are desirable (because, for example, there are unintended consequences of the legislative framework).

Noting some provisions in Part 5 may not have been used due to the timing of the review, this will necessarily limit the assessment of their practical operation.

1. The review will assess whether the following aspects of Part 5 are operating, or are expected to operate, as the Parliament intended:

- 1.1. The definitions of employers (closing, dependent and receiving) and transition employees, and how trigger notices and geographic areas are specified (sections 6-9 of the Act).⁴
- 1.2. The community of interest process outlined in section 55 of the Act, including the expression of interest for employers who may offer impacted workers new employment, the application process for a community of interest determination outlined in section 56, and the process in section 57, which provides for the FWC to make a community of interest determination.
- 1.3. Obligations applying to closing and dependent employers specified in a community of interest determination, as outlined in sections 58 and 59 of the Act.
- 1.4. Processes available to employers, employee organisations, workers and the CEO of the Authority for the FWC to determine actions that closing or dependent employers must take to meet their obligations, as outlined in sections 60, 61 and 62 of the Act, and the dispute resolution process in section 61A.
- 1.5. The Energy Industry Worker Redeployment Advisory Group established under section 63, and whether the group is undertaking its role as set out in the Act.
- 1.6. Information management provisions under sections 64, 65 and 66, including whether these provisions have worked as intended where the CEO has relied on them to require or inspect information or documents, or to provide information to employers.
- 1.7. Enforcement, compensation, injunction and costs provisions under sections 67, 67A, 67B, 67C.
- 1.8. The CEO's promotion of compliance with Part 5 under section 68, including through the provision of education, assistance, advice and information to closing, dependent and receiving employers and employees of those employers, and whether the CEO has monitored compliance with Part 5.
2. The review will also assess the merit and timing of future reviews of the operation of Part 5 and associated redeployment supports provided by the Authority.

Out of scope

The review will not consider changes to or make recommendations on:

- Parts of the Act outside of Part 5 and not directly related to the operation of Part 5
- The operation of the *Fair Work Act 2009*
- The broader operation of the Fair Work Commission
- Other Commonwealth legislation (e.g. relating to energy, resources or industrial facilities)
- The administered funding appropriated to the Authority to establish redeployment pools

Process and timing

The Authority CEO has appointed Emeritus Professor Roy Green AM (the Reviewer) to undertake the Review. The Reviewer will be supported by staff from the Authority.

The Review will commence in July 2025. The Review will involve a period of public consultation, commencing with a call for public submissions. Consultation must be conducted with relevant stakeholders, including but not limited to employee organisations, employer organisations, designated closing and dependent employers, non-governmental organisations, relevant communities, and other interested groups and individuals.

Once the Review is complete, the Reviewer must give the CEO and the Minister a written report of the Review.

⁴ These definitions are not located in Part 5 of the Act but are relevant to how Part 5 operates.

s 47E(c)

From: Shankey, David
Sent: Thursday, 5 June 2025 9:09 AM
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Approved

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Subject: FOR CEO CLEARANCE AND SIGNATURE: Decision brief on a reviewer and TOR for the section 68 review - EIJP [SEC=OFFICIAL:Sensitive]

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- Recommends seeking the engagement of Emeritus Professor Roy Green AM as the reviewer
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Attachments: 27.05.2025 - CEO decision brief on reviewer and TOR_signed.docx

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Sent: Wednesday, 28 May 2025 6:06 PM
To: Shankey, David <s 47E(c) @pmc.gov.au>; NZEA CEO Office <s 47E(d) @pmc.gov.au>
Cc: Livingston, Rachel <s 47E(c) @pmc.gov.au>; McVicar, Rachel <s 47E(c) @pmc.gov.au>; s 47E(c) @pmc.gov.au>; s 47E(c) @pmc.gov.au>
Subject: FOR CEO CLEARANCE AND SIGNATURE: Decision brief on a reviewer and TOR for the section 68 review - EIJP [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Hi David

Please find attached and linked below a decision brief supporting the next steps toward commencement of the section 68 review of Part 5 of the NZEA Act (Energy Industry Jobs Plan). The brief:

- Recommends seeking the engagement of Emeritus Professor Roy Green AM as the reviewer
- Provides a final version of the review's terms of reference for approval

Once you've signed the decision brief, we'll commence the next steps of the engagement of Emeritus Professor Green and prepare an informational brief for Minister Ayres.

Document
Primary document: CEO decision brief – for signature
Attachment A: Reviewer skills matrix (<i>enclosed within brief</i>)
Attachment B: Assessment of Emeritus Professor Green's suitability (<i>enclosed within brief</i>)
Attachment C: Curriculum vitae for Emeritus Professor Green
Attachment D: Due diligence for Emeritus Professor Green (<i>enclosed within brief</i>)
Attachment E: Terms of Reference

Thanks

s 47E(c) (she/her)

A/g Director, Policy
Energy Industry Jobs Plan Review Taskforce



s 47E(c)

PO Box 6500 CANBERRA ACT 2600

www.netzero.gov.au

The Authority acknowledges and pays respect to the past, present and emerging Elders and Traditional Custodians of Country, and the continuation of cultural, spiritual and educational practices of Aboriginal and Torres Strait Islander peoples.

CEO decision brief: Independent reviewer and terms of reference for section 68 review of Part 5 of the NZEA Act

To: David Shankey, Chief Executive Officer, Net Zero Economy Authority

We recommend that you: 1. Agree to formally approach Emeritus Professor Roy Green AM to conduct a review of Part 5 of the <i>Net Zero Economy Authority Act 2024</i> (the Act) by 10 December 2025, in accordance with subsection 68(3) of the Act 2. Agree to the terms of reference (Attachment E), which focus the review on the legislative requirements of section 68 of the Act and allow consideration of the merit and timing for future reviews 3. Note the proposed next steps for commencing the review in July 2025, including: a. Providing an informational brief on the approach to the review to Senator the Hon. Tim Ayres, Minister for Industry and Science b. Engaging Emeritus Professor Green under a 'contract for labour hire' arrangement Date: 3 June 2025	Agreed / Not Agreed Agreed / Not Agreed Noted / please discuss
s 47F David Shankey, CEO, Net Zero Economy Agency	

Key issues

1. We recommend that you appoint Emeritus Professor Roy Green AM in accordance with your responsibility under subsection 68(3) of the *Net Zero Economy Authority Act 2024* (the Act) to conduct, or cause to be conducted, a review of the operation of Part 5 of the Act, including whether any amendments are desirable.
 - a. An eminent reviewer is the preferred model to conduct an independent review that will be supported by stakeholders and deliver meaningful recommendations to the Australian Government.
2. Emeritus Professor Green is Special Innovation Advisor at the University of Technology Sydney. He is considered the most suitable candidate because he performs strongly against the skills matrix criteria (**Attachment A** refers), which was designed to set a framework and rigor in the selection of a reviewer. We also note Emeritus Professor Green has no limitations in availability to conduct the review.

- a. Emeritus Professor Green has demonstrated his capacity to fulfil a senior advisory role to Government, which in this case involves leading a complex and highly analytical project while working sensitively across a diversity of stakeholders. He has also advised domestically and internationally on policy frameworks for renewable energy technologies and regional economic development. A more detailed assessment of Emeritus Professor Green's suitability is at **Attachment B** and his curriculum vitae is at **Attachment C**.
 - b. Emeritus Professor Green's availability, lack of competing priorities and the outcomes of a due diligence check (**Attachment D** refers) also support his engagement as reviewer.
3. Further discussions were held with a range of individuals with relevant skills and experience who may have had an interest in conducting the review. While these individuals qualify against criteria in the skills matrix to varying degrees and some had the required availability, we consider that Emeritus Professor Green is the most suitable candidate.
4. The proposed terms of reference (TOR) at **Attachment E** will guide Emeritus Professor Green's delivery of the review. The TOR:
 - a. Focus the review on the operation of Part 5 of the Act and whether any amendments are desirable, in line with the requirements of subsection 68(3) of the Act and advice from the Australian Government Solicitor on how the requirements of section 68 of the Act should be interpreted.
 - b. Allow the reviewer to consider the timing and merit of conducting a future review of Part 5 and associated redeployment supports, noting that no power stations will have closed by the review's delivery date of 10 December 2025.
 - c. Exclude consideration of the broader Act, other pieces of legislation including *the Fair Work Act 2009* and the broader operation of the Fair Work Commission. These exclusions aim to prevent the review from investigating matters beyond the remit described in section 68 of the Act and making potentially sensitive recommendations on matters outside of the Industry and Science portfolio.
5. The Act empowers you to make the ultimate decision on who should conduct the review and how it should be conducted.
 - a. To support you to make a robust and well informed decision, the Authority's Board was consulted on draft versions of the skills matrix and TOR on 2 April 2025. Based on their feedback, minor amendments were made to strengthen the focus of the TOR on the operation of Part 5 of the Act (including recruitment of receiving employers) and to enhance the capacity of the skills matrix to support consideration of a diversity of candidate reviewers.
 - b. External stakeholders represented on the Energy Industry Worker Redeployment Advisory Group and the Authority's Stakeholder Panel received the draft TOR for feedback on 28 April and 2 May respectively. No feedback was provided.
 - c. While the Minister is not responsible for decisions relating to the operation of the review, under subsections 68(6) and 68(7) the reviewer must provide the Minister with the report and the Minister will then table the report in each House of Parliament within 15 sitting days of that House.
 - i. If you agree to Emeritus Professor Green undertaking the review and the draft TOR, an information brief will be prepared for Senator the Hon. Tim Ayres, Minister for Industry and Science.

Risks and sensitivities

6. **§ 47F**

§ 47F [REDACTED] But, it is unlikely that any action will be required noting that the Board has not had a role in the selection of Emeritus Professor Green and will not make decisions concerning the contents or outcomes of the review.

7. The review must be complete no later than 10 December 2025 in order to meet the requirements of section 68 of the Act. A minimum 5 week period is required to engage the reviewer, thereby commencing the review. Delaying your decision on the engagement of the reviewer beyond the end of May 2025 will mean the review cannot commence in early July. The intended project milestones established to support the review's timely delivery will be further compressed and this will exacerbate risks to the quality and delivery of the review.

Next steps

8. Eminent persons are commonly engaged as a 'contract for labour hire', this is defined under the Commonwealth Procurement Rules (CPRs) *as a contract under which a relevant entity engages an individual to provide labour, when the individual is engaged either directly or through a firm which primarily exists to provide the services of only that individual. This includes the appointment of an eminent individual to a special role by an Accountable Authority, or the appointment of a person or persons by an Accountable Authority to a governance committee (for example, an audit committee, ethics committee or steering committee), but does not include the engagement of consultants.*
9. Contracts for Labour Hire are exempt from Division 2 of the CPRs meaning a Limited Tender approach can be used regardless of whether the value is above the \$80,000 threshold.
10. On signing this brief, we will commence the engagement of Emeritus Professor Green utilising the Commonwealth Contracting Suite contract templates. The NZEA financial delegations under section 23(3) of the *Public Governance, Performance and Accountability Act 2013* allows an SES Band 1 to approve the commitment of relevant monies up to \$1 million, meaning Rachel McVicar as Assistant Secretary of the Energy Industry Jobs Plan (EIJP) Review Taskforce will act as delegate. This approval will be captured electronically within the financial system.
11. The EIJP Review Taskforce will provide you with updates across the duration of Emeritus Professor Green's engagement.

Attachments

Attachment A: Reviewer skills matrix

Attachment B: Assessment of Emeritus Professor Green's suitability

Attachment C: Curriculum vitae for Emeritus Professor Green

Attachment D: Due diligence for Emeritus Professor Green

Attachment E: Terms of Reference

Clearance Officer: Rachel Livingston Title: First Assistant Secretary, Worker Transition Division Phone: § 47E(c) [REDACTED]	Contact Officer: § 47E(c) [REDACTED] Title: A/g Director, EIJP Review Policy Phone: § 47E(c) [REDACTED]
---	--

ATTACHMENT B

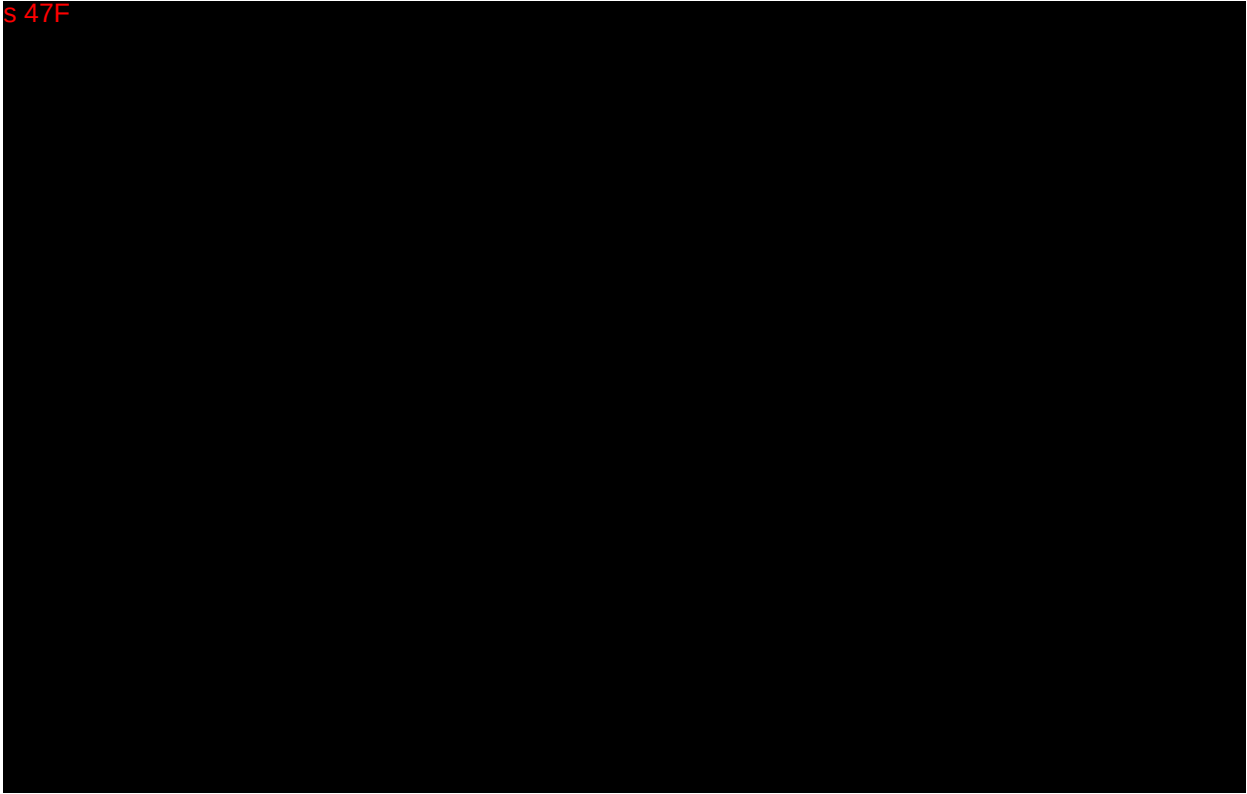
Assessment of Emeritus Professor Green's suitability

- A number of candidates capable of meeting the criteria in the skills matrix at **Attachment A** were approached to conduct market research on potential reviewers and gauge interest and availability. Details are provided in the table below.

Candidate	Short biography	Date of discussion
Emeritus Professor Roy Green	Emeritus Professor Green is a Special Innovation Advisor at the University of Technology Sydney (UTS) and the former Dean of the UTS Business School. He is also an expert adviser to the Centre for Policy Development's Just Transitions workstream and as a member of the Board of CSIRO and SmartSat CRC. He has extensive advisory experience for state and federal government and previously conducted the Australian government's 2008 Review of the Textile, Clothing and Footwear Industries.	Friday 23 May

s 47F

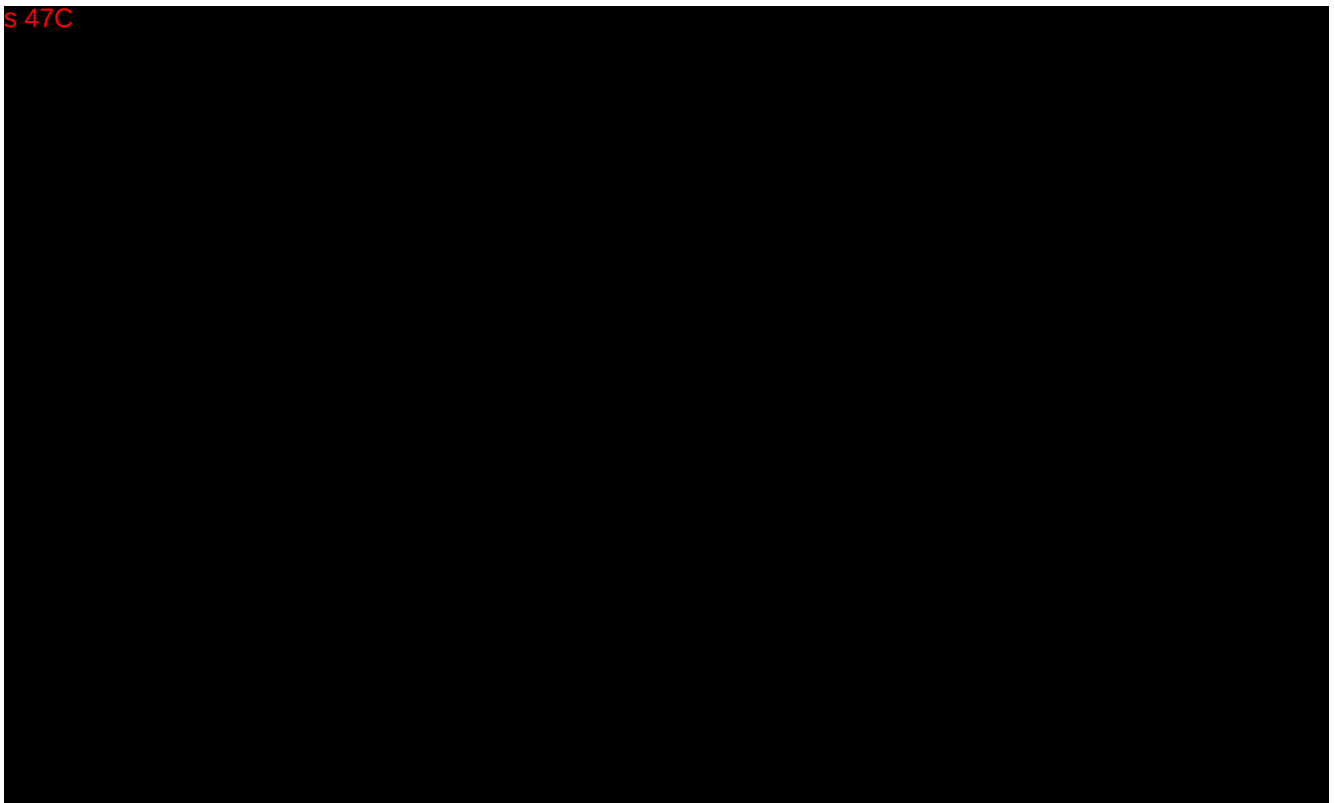
s 47F



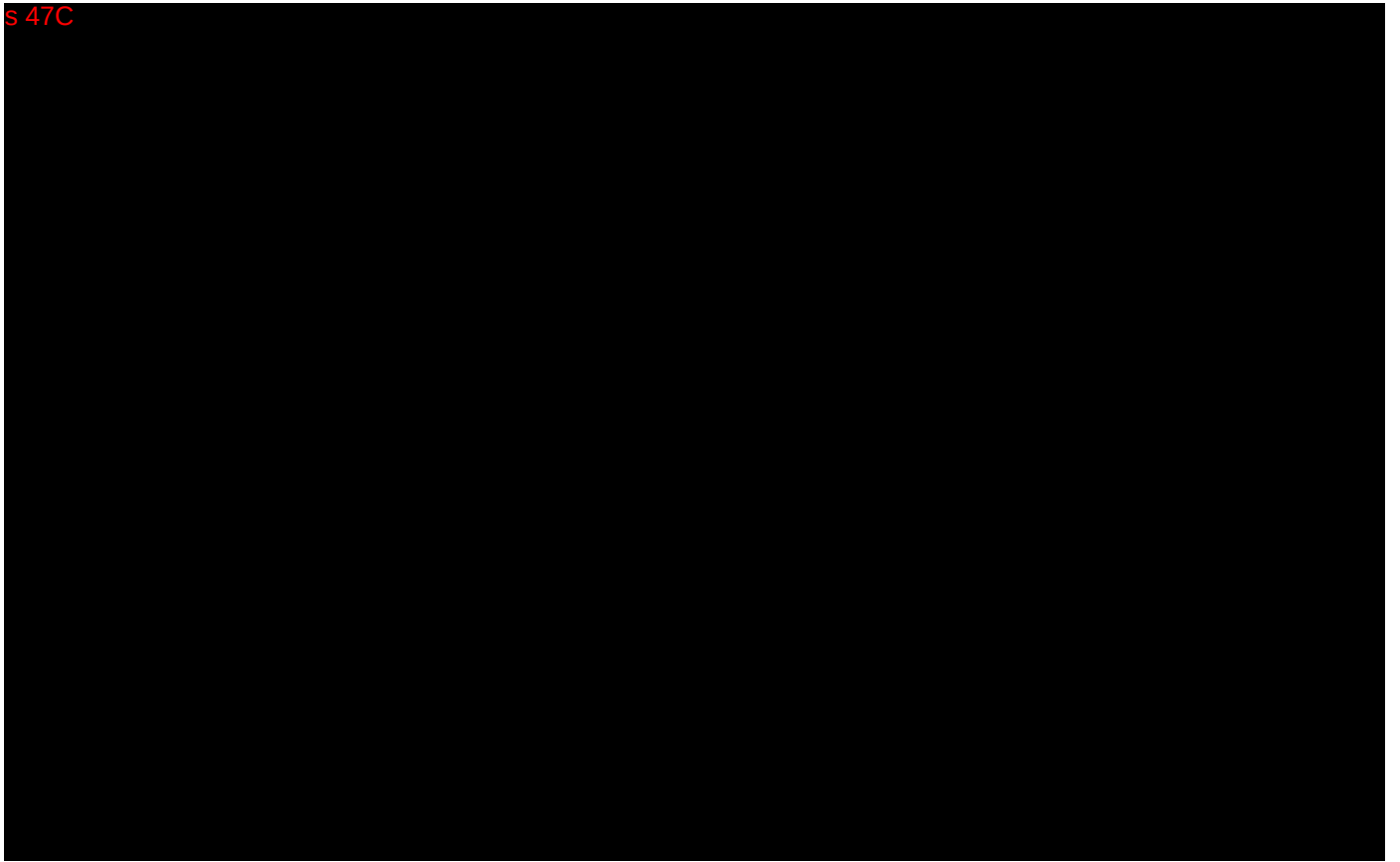
Reasoning for recommending Emeritus Professor Roy Green

- A combination of factors support the engagement of Emeritus Professor Green as the most suitable individual to deliver the section 68 review of Part 5 of the Act:

s 47C



s 47C



ATTACHMENT C

Curriculum vitae for Emeritus Professor Green

Please find Emeritus Professor Green's curriculum vitae [here](#).

ATTACHMENT D

Due diligence for Emeritus Professor Green

s 47F, s 47E(d)



ATTACHMENT E

Terms of reference

Please find the proposed terms of reference [here](#).

s 47E(c)

From: s 47E(c)
Sent: Thursday, 5 June 2025 10:54 AM
To: roy.green@uts.edu.au
Cc: Livingston, Rachel
Subject: Information for EIJP review draft contract [SEC=OFFICIAL]
Attachments: pmc-vendor-information-request.docx

OFFICIAL

Good morning Professor Green,

I'm the A/g Director of the EIJP Review Secretariat team, looking forward to meeting and working with you.

As Rachel flagged yesterday, I'm getting in touch to finalise a few details before we stand up the contract in our system.

I just tried to give you a call but I'll try again a bit later today.

Please also feel free to flag a time when you can have a quick chat or call me on s 47E(c).

Attached is the Vender Information Request we need filled out to stand up the contract.

We would also like to confirm understanding around the rates, travel and schedule of payment so we can tailor the contract if needed.

Kind regards

s 47E(c)

A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority



P: s 47E(c)
E: s 47E(c) @pmc.gov.au
PO Box 6500 CANBERRA ACT 2600
www.netzero.gov.au



OFFICIAL

Vendor Information Request

Clients, to ensure you are paid promptly, please submit this form prior to invoicing.

If you need assistance, please contact your Departmental Officer.

PM&C Departmental Officers, please forward completed form to **s 47E(d)** [@pmc.gov.au](mailto:pmc@gov.au)

PM&C Contact Person (to be completed by PM&C officer)

Contact Officer		Phone Number	
Which system(s) the vendor to be created in	☐ Tech1 Departmental Party ☐ Tech1 Administered Party ☐ IMPACT (DSS SAP) Vendor		

Vendor Contact Person (enter vendor information only)

Contact Person		Phone Number	
Contact Email Address			
Existing Vendor No (if known)			

Vendor Details

Trading Name			
Legal Name			
Accounts Receivable Email			
Accounts Receivable Phone			
Postal Address		ABN	
City / Suburb		Registered for GST	☐ Yes ☐ No
State / Postcode		<i>*Statement by Supplier is required if no ABN is provided</i>	

Industry Group (this section completed by vendor)

☐ Small Business (less than 20 staff)	☐ Medium Business (21-200 staff)	☐ Large Business (more than 200 staff)
☐ Business (including sole trader)	☐ Non-Business Individual	☐ Australian Disability Enterprise
☐ Federal Government	☐ State / Local Government	☐ Supply Nation Certified

Vendor Bank Details and Authorisation (bank details must be verified with an invoice, a letter with company's letterhead, or an email from the supplier's contact person above.)

Financial Institution (eg ANZ)		BSB (six digits)	
Account Name		Account No	

Privacy and Confidentiality: The information in this document once completed is classified as 'commercial in confidence' and is subject to the privacy and confidentiality laws of the Commonwealth. The information is to be used for the sole purpose of transacting business.

OFFICIAL

s 47E(c)

From: s 47E(c)
Sent: Friday, 6 June 2025 4:01 PM
To: Roy Green
Cc: Livingston, Rachel; McVicar, Rachel
Subject: RE: Information for EIJP review draft contract [SEC=OFFICIAL]

OFFICIAL

Hi Roy,

Thanks for sending the vendor form through, just providing an update that we are progressing the contract paperwork in line with what we discussed yesterday.

We should be able to get you a draft contract by mid-next week along with few other on-boarding documents (e.g. conflict of interest declaration).

Have a great long weekend and we will be in touch next week.

s 47E(c)

s 47E(c)
A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority



P: s 47E(c)
E: s 47E(c)@pmc.gov.au
PO Box 6500 CANBERRA ACT 2600
www.netzero.gov.au

From: Roy Green <roy.green@uts.edu.au>
Sent: Thursday, 5 June 2025 8:55 PM
To: s 47E(c)@pmc.gov.au
Cc: Livingston, Rachel <s 47E(c)@pmc.gov.au>
Subject: RE: Information for EIJP review draft contract [SEC=OFFICIAL]

s 47E(c)

Please find completed Vendor form attached.
Thanks, Roy

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Sent: Thursday, 5 June 2025 10:54 AM
To: Roy Green <roy.green@uts.edu.au>
Cc: Livingston, Rachel <s 47E(c)@pmc.gov.au>
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Kind regards

s 47E(c)

A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority



P: s 47E(c)

E: s 47E(c) @pmc.gov.au

PO Box 6500 CANBERRA ACT 2600

www.netzero.gov.au

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s 47E(c)

From: s 47E(c)
Sent: Thursday, 12 June 2025 12:29 PM
To: Roy Green
Cc: Livingston, Rachel; McVicar, Rachel
Subject: RE: [EXTERNAL] Information for EIJP review draft contract [SEC=OFFICIAL]

OFFICIAL

Hi Roy,

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If you have time today, it would be good to have a quick chat to test your availability to potentially meet with the project team next week, your preferences for on-boarding materials and where planning is generally at from our end.

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Regards

s 47E(c)

A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority



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E: s 47E(c)@pmc.gov.au
PO Box 6500 CANBERRA ACT 2600
www.netzero.gov.au

From: Roy Green <Roy.Green@uts.edu.au>
Sent: Friday, 6 June 2025 5:09 PM
To: s 47E(c)@pmc.gov.au
Cc: Livingston, Rachel <s 47E(c)@pmc.gov.au>; McVicar, Rachel <s 47E(c)@pmc.gov.au>
Subject: Re: [EXTERNAL] RE: Information for EIJP review draft contract [SEC=OFFICIAL]

Great thanks s 47E(c)
Enjoy the long weekend!
Roy

Sent from my iPhone

On 6 Jun 2025, at 4:01 pm, s 47E(c)@pmc.gov.au wrote:

OFFICIAL

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S
47E(c)

S 47E(c)

A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority
<image002.png>

P: **S 47E(c)**

E: **S 47E(c)** @pmc.gov.au

PO Box 6500 CANBERRA ACT 2600

www.netzero.gov.au

From: Roy Green <roy.green@uts.edu.au>

Sent: Thursday, 5 June 2025 8:55 PM

To: **S 47E(c)** @pmc.gov.au

Cc: Livingston, Rachel <**S 47E(c)** @pmc.gov.au>

Subject: RE: Information for EIJP review draft contract [SEC=OFFICIAL]

S
47E(c)

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Thanks, Roy

From: **S 47E(c)** @pmc.gov.au

Sent: Thursday, 5 June 2025 10:54 AM

To: Roy Green <roy.green@uts.edu.au>

Cc: Livingston, Rachel <**S 47E(c)** @pmc.gov.au>

Subject: [EXTERNAL] Information for EIJP review draft contract [SEC=OFFICIAL]

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Kind regards

s 47E(c)

A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority
<image004.png>

P: s 47E(c)

E: s 47E(c)@pmc.gov.au

PO Box 6500 CANBERRA ACT 2600

www.netzero.gov.au

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s 47E(c)

From: s 47E(c)
Sent: Friday, 13 June 2025 11:58 AM
To: Roy Green
Cc: Livingston, Rachel; McVicar, Rachel
Subject: RE: [EXTERNAL] Information for EIJP review draft contract [SEC=OFFICIAL]

OFFICIAL

Thanks Roy,

I will send through a Teams meeting for 4 pm today just for a quick chat with Rachel McVicar and myself, we will send the package of documents to you very shortly.

Then we can discuss timing for an introductory meeting with the broader team on Monday.

Regards

s 47E(c)
A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority
P: s 47E(c)
E: s 47E(c) @pmc.gov.au

From: Roy Green <Roy.Green@uts.edu.au>
Sent: Friday, 13 June 2025 11:35 AM
To: s 47E(c) @pmc.gov.au
Cc: Livingston, Rachel <s 47E(c) @pmc.gov.au>; McVicar, Rachel <s 47E(c) @pmc.gov.au>
Subject: Re: [EXTERNAL] Information for EIJP review draft contract [SEC=OFFICIAL]

Thanks s 47E(c)
Apologies for yesterday- ran out of time. Then full on this morning.
But can talk various times rest of today. From now to 1pm. Then at 3pm and after 4pm.
My best day next week is Monday if that's not too soon. Or possibly Tuesday if I move things around.
Roy

Sent from my iPhone

On 12 Jun 2025, at 12:29 pm, s 47E(c) @pmc.gov.au wrote:

OFFICIAL

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A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority
<image002.png>

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PO Box 6500 CANBERRA ACT 2600

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Sent: Friday, 6 June 2025 5:09 PM

To: **s 47E(c)** @pmc.gov.au

Cc: Livingston, Rachel <**s 47E(c)** @pmc.gov.au>; McVicar, Rachel
<**s 47E(c)** @pmc.gov.au>

Subject: Re: [EXTERNAL] RE: Information for EIJP review draft contract [SEC=OFFICIAL]

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s 47E(c)

s 47E(c)

A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority
<image002.png>

P: **s 47E(c)**

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PO Box 6500 CANBERRA ACT 2600

From: Roy Green <roy.green@uts.edu.au>
Sent: Thursday, 5 June 2025 8:55 PM
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Cc: Livingston, Rachel <s 47E(c) <[REDACTED]>@pmc.gov.au>
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Kind regards

s 47E(c) <[REDACTED]>
A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority
<image004.png>
P: s 47E(c) <[REDACTED]>
E: s 47E(c) <[REDACTED]>@pmc.gov.au
PO Box 6500 CANBERRA ACT 2600
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s 47E(c)

From: s 47E(c)
Sent: Friday, 13 June 2025 12:20 PM
To: McVicar, Rachel
Subject: Draft contract documents - Energy Industry Jobs Plan Review [SEC=OFFICIAL]
Attachments: Disclosure of Interests template (Staff, Seconded & Contractors) - Professor Roy Green.docx; Statement of work - EIJP Review.docx; CCS - Draft Contract Professor Green 1.docx; Conflict of interest Policy (1).pdf; Deed of Confidentiality - EIJP Review - June 2025.docx

OFFICIAL

Good afternoon Roy,

As s 47E(c) flagged, please find the Statement of Work, draft contract for your review.

Once you are happy with these two documents, we will do a final check and tidy up (e.g. adding our invoice reference number) before sending a copy back for you to sign.

If you have any questions, concerns or amendments please don't hesitate to contact Ben or myself.

We have also attached:

- The Authority's Conflict of Interest Policy
- Disclosure of Interests form and Deed of Confidentiality, which need to be signed before we can execute the contract.

Looking forward to working with you over the coming months and chatting this afternoon.

Regards

s 47E(c)

A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority

P: s 47E(c)

E: s 47E(c) @pmc.gov.au

OFFICIAL: SENSITIVE

Statement of work

Energy Industry Jobs Plan Review

Purpose

The *Net Zero Economy Authority Act 2024* (the Act) established the Net Zero Economy Authority (Authority) and the Energy Industry Jobs Plan (EIJP).

The EIJP, established by Part 5 of the Act, is intended to provide a framework of supports employees of eligible coal- and gas-fired power stations and dependent businesses to transition to new employment as these facilities are retired.

- Employers covered by the EIJP are required to provide baseline supports to eligible workers, including training, financial and career advice, and flexible work arrangements or paid leave to access these supports.
- Processes facilitated by the Authority will be deployed to help connect workers with new roles provided by local employers, including support from local EIJP Coordinators, a dedicated jobs board, and on boarding incentives.

As per section 68 of the Act, the CEO must conduct, or cause to be conducted, a review into the operation of Part 5:

- Subsection 68(3) of the Act states that the CEO must conduct, or cause to be conducted, a review into the operation of Part 5, including consideration of whether any amendments to that Part are desirable.
- Subsection 68(4) provides that the CEO must ensure that the review is completed within 12 months of the day on which section 68 commenced (i.e. the review must be completed by the end of 10 December 2025).
- Subsections 68(5) and 68(6) of the Act state that the responsible Minister must be provided with a written report of the review.

The purpose of the procurement is to engage the services of an eminent expert to undertake the review and deliver a written report.

The Authority will support the eminent expert to conduct the review.

OFFICIAL: SENSITIVE

Key objectives include:

- Complete the review of the EIJP by 10 December 2025 in line with the terms of reference and statutory requirements
- Ensure stakeholders are adequately consulted and provided opportunities to be heard
- Build an evidence base to benchmark progress of the EIJP and inform policy development
- Deliver a written report of the review which informs future policy development and evaluation.

Scope and timing

The CEO has determined the scope and matters to be consider the review (see Terms of Reference at **Attachment A**). The review will commence in July and the final written report must be delivered by 10 December 2025.

Agency material

The Authority will provide a range of materials to brief the reviewer and inform the review. Some materials may be classified as “in confidence” and others will be resources that can be utilised in consultation and in the final report. The Authority will require a deed of confidentiality to ensure the reviewer can be informed of all relevant information while ensuring the Authority remains compliant with its information management obligations including under the *Criminal Code (Cth)*, *Privacy Act 1988 (Cth)* and *Freedom of Information Act 1982 (Cth)*.

Key deliverables

- Deliver a review of Part 5 in accordance with section 68 of the Act and the Terms of Reference. This would include:
 - identifying the effectiveness (including the likely effectiveness) of Part 5 and include consideration of whether any amendments to this Part are desirable (because, for example, there are unintended consequences of the legislative framework).
 - collaborating with the Authority staff to finalise project planning and agree to consultation, communication and data collection strategies
 - consulting with key stakeholders utilising a range of channels, including seeking online submissions, consulting with peak bodies and representative groups, and travelling for in-person consultation in regional areas
 - working with the Authority staff to draft and finalise a written report containing findings and recommendations within the Terms of Reference
 - delivering the final written report to the CEO by 10 December 2025, and then to the Minister.

Terms of Reference

Terms of Reference – Statutory Review of Part 5 of the *Net Zero Economy Authority Act 2024*

Context

The *Net Zero Economy Authority Act 2024* (the Act) commenced in December 2024, establishing the Net Zero Economy Authority (Authority) and the Energy Industry Jobs Plan (EIJP). The objects of the Act include ensuring that Australia's regions, communities and workers are supported to manage the impacts, and share in the benefits, of Australia's transition to a net zero emissions economy.

Most of Australia's coal-fired power stations, and some gas-fired power stations, have announced expected closure dates over the coming decades. The retirement of ageing energy assets will cause significant economic and workforce changes, particularly in Australia's industrial regions. Accordingly, the EIJP was designed to promote a coordinated response to these changes by ensuring that workers directly impacted by power station closures and workers in some dependent businesses in their supply chains (such as coal mines) have the right supports, skills and opportunities to access new employment. The intent is to provide these supports well ahead of facility closures to give people more time to prepare for new employment and to avoid the adverse impacts experienced by communities from previous unplanned closures.

Legislative scope and framework

The EIJP provisions are set out in Part 5 of the Act. The implementation of this Part realises Parliament's intention to build a world-leading and consistent approach to worker support in the context of the energy transition while recognising the individual circumstances of each business. The legislative framework targets the EIJP to closures where it is most needed.¹ The model "reflects the outcomes of detailed consultations with employee and employer groups. [It is] about supporting workers on the front line of the energy transition."²

Parliament intended for this framework to operate within the existing workplace relations framework. Likewise, the intent is not to set up separate reporting obligations to announce closure dates, but rather to link to existing obligations and reporting methods (such as under electricity rules or notices to the Australian Stock Exchange).³

The EIJP framework enables the Authority to identify, and the Fair Work Commission (FWC) to determine, which employers and workers would benefit from the application of the EIJP provisions. Part 5 of the Act is administered by the CEO of the Authority. Under this Part, the CEO may undertake a process (i.e. the community of interest process set out in section 55) to

¹ Revised Explanatory Memorandum, *Net Zero Economy Authority Act 2024*, p.42

² Second Reading Speech, delivered by the Hon Patrick Gorman MP, Assistant Minister to the Prime Minister, on Wednesday, 27 March 2024

³ Revised Explanatory Memorandum, *Net Zero Economy Authority Act 2024*, p. 19

assess whether the EIJP is needed for an upcoming closure (i.e. through an application for a community of interest determination under section 56). The process includes consultation with key stakeholders including employers, employee organisations, employer organisations and community groups. After completing the process, the CEO may apply to the FWC to make a determination (i.e. under section 57 of the Act). In this application, the CEO must have regard to various matters, including factors that could impact the employment outcomes of workers, and the impact on the broader community, after the closure. The CEO of the Authority and FWC are required to consider existing industrial arrangements and supports, among other things, when deciding how the legislative framework applies to a particular power station closure.

Where the CEO decides to apply to the FWC for a community of interest determination, and the FWC makes a determination, closing power stations and dependent employers specified in that determination will have legislated obligations under Part 5 of the Act to support their employees to seek and obtain new employment, including access to training, career planning and financial advice. The legislative framework specifies the types of support that participating employers must provide to their employees and establishes pathways for employers and unions to clarify what actions the employer must take for employers to meet their obligations.

Since the Act commenced on 11 December 2024, the Authority has applied Part 5 of the Act in three separate instances:

- On 19 December 2024, the Authority's CEO exercised statutory discretion to not undertake a community of interest process under Part 5 for the closure of Muja C Unit 6 in Collie, Western Australia. This decision was informed by significant consultation and took into account that the closure of the unit would not result in any involuntary redundancies in the broader Muja Power Station or within its supply chain.
- On 13 January 2025, the CEO announced a community of interest process under Part 5 of the Act for Torrens Island B Power Station in Adelaide, South Australia, which is scheduled to close in June 2026.
- On 27 May 2025, the CEO announced a community of interest process under Part 5 of the Act for Eraring Power Station in Lake Macquarie, New South Wales, which is scheduled to close in August 2027.

In relation to Torrens Island B and Eraring power stations, the community of interest processes will support the CEO to decide whether to make an application to the FWC for a community of interest determination for either closure. The Authority will announce the outcome of these processes as soon as practicable.

Upcoming closures where the EIJP provisions in Part 5 of the Act may apply include Collie Power Station in Western Australia scheduled to close in October 2027 and Yallourn Power Station in Victoria scheduled to close in June 2028.

Legislative basis for the Review

Subsection 68(3) of the Act states that the CEO must conduct, or cause to be conducted, a review into the operation of Part 5, including consideration of whether any amendments to that Part are desirable. Subsection 68(4) provides that the CEO must ensure that the review is completed within 12 months of the day on which section 68 commenced (i.e. the review must be completed by the end of 10 December 2025).

Subsections 68(5) and 68(6) of the Act state that the responsible Minister must be provided with a written report of the review. Under subsection 68(7), the Minister must then table a copy

of the report in each House of Parliament within 15 sitting days of that House after the report is given to the Minister.

Matters to be considered by the Review

The review will seek to identify the effectiveness (including the likely effectiveness) of Part 5 and include consideration of whether any amendments to this Part are desirable (because, for example, there are unintended consequences of the legislative framework).

Noting some provisions in Part 5 may not have been used due to the timing of the review, this will necessarily limit the assessment of their practical operation.

1. The review will assess whether the following aspects of Part 5 are operating, or are expected to operate, as the Parliament intended:
 - 1.1. The definitions of employers (closing, dependent and receiving) and transition employees, and how trigger notices and geographic areas are specified (sections 6-9 of the Act).⁴
 - 1.2. The community of interest process outlined in section 55 of the Act, including the expression of interest for employers who may offer impacted workers new employment, the application process for a community of interest determination outlined in section 56, and the process in section 57, which provides for the FWC to make a community of interest determination.
 - 1.3. Obligations applying to closing and dependent employers specified in a community of interest determination, as outlined in sections 58 and 59 of the Act.
 - 1.4. Processes available to employers, employee organisations, workers and the CEO of the Authority for the FWC to determine actions that closing or dependent employers must take to meet their obligations, as outlined in sections 60, 61 and 62 of the Act, and the dispute resolution process in section 61A.
 - 1.5. The Energy Industry Worker Redeployment Advisory Group established under section 63, and whether the group is undertaking its role as set out in the Act.
 - 1.6. Information management provisions under sections 64, 65 and 66, including whether these provisions have worked as intended where the CEO has relied on them to require or inspect information or documents, or to provide information to employers.
 - 1.7. Enforcement, compensation, injunction and costs provisions under sections 67, 67A, 67B, 67C.
 - 1.8. The CEO's promotion of compliance with Part 5 under section 68, including through the provision of education, assistance, advice and information to closing, dependent and receiving employers and employees of those employers, and whether the CEO has monitored compliance with Part 5.
2. The review will also assess the merit and timing of future reviews of the operation of Part 5 and associated redeployment supports provided by the Authority.

Out of scope

⁴ These definitions are not located in Part 5 of the Act but are relevant to how Part 5 operates.

The review will not consider changes to or make recommendations on:

- Parts of the Act outside of Part 5 and not directly related to the operation of Part 5
- The operation of the *Fair Work Act 2009*
- The broader operation of the Fair Work Commission
- Other Commonwealth legislation (e.g. relating to energy, resources or industrial facilities)
- The administered funding appropriated to the Authority to establish redeployment pools

Process and timing

The Authority CEO has appointed Emeritus Professor Roy Green AM (the Reviewer) to undertake the Review. The Reviewer will be supported by staff from the Authority.

The Review will commence in July 2025. The Review will involve a period of public consultation, commencing with a call for public submissions. Consultation must be conducted with relevant stakeholders, including but not limited to employee organisations, employer organisations, designated closing and dependent employers, non-governmental organisations, relevant communities, and other interested groups and individuals.

Once the Review is complete, the Reviewer must give the CEO and the Minister a written report of the Review.



Australian Government

Commonwealth Contract – Services

Reference ID: TBA

Customer

Customer Name: Net Zero Economy Authority
Customer ABN: 47465420890
Address: PO Box 6500
CANBERRA ACT 2600

Supplier

Full Name of the Legal Entity: Karuah Enterprises Pty Ltd
Supplier ABN: 67 117 718 171
Address: s 47F [REDACTED]

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:

- it is terminated earlier or
- 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:	Upon Execution
Contract Term:	This Contract will terminate on Thursday, 11 December 2025.
Contract Extension Option:	This Contract includes the following extension option(s): Until 31 January 2026.

C.A.2 The Requirement

On 11 December 2024, the commencement of the *Net Zero Economy Authority Act 2024* (the Act) established the Energy Industry Jobs Plan (EIJP) (under Part 5 of the Act), which is administered by the CEO of the Net Zero Economy Authority (Authority). Under section 68 of the Act, the Authority's Chief Executive Officer, Mr David Shankey, is required to conduct, or cause to be conducted, a review of Part 5 of the Act in time for the one-year anniversary of the commencement of the Act. The Customer is engaging the Supplier to conduct the review, support by staff of the Authority.

Key objectives of the review include:

- A complete review of the EIJP by 10 December 2025 in line with the terms of reference and statutory requirements
- Ensure stakeholders are adequately consulted and provided opportunities to be heard
- Build an evidence base to benchmark progress of the EIJP and inform findings and recommendations
- Deliver a written report of the review which informs future policy development and evaluation.

The review will seek to identify the effectiveness (including the likely effectiveness) of Part 5 and include consideration of whether any amendments to this Part are desirable (because, for example, there are unintended consequences of the legislative framework).

Noting some provisions in Part 5 may not have been used due to the timing of the review, this will necessarily limit the assessment of their practical operation.

1. The review will assess whether the following aspects of Part 5 are operating, or are expected to operate, as the Parliament intended:
 - The definitions of employers (closing, dependent and receiving) and transition employees, and how trigger notices and geographic areas are specified (sections 6-9 of the Act).
 - The community of interest process outlined in section 55 of the Act, including the expression of interest for employers who may offer impacted workers new employment, the application process for a community of interest determination outlined in section 56, and the process in section 57, which provides for the FWC to make a community of interest determination.
 - Obligations applying to closing and dependent employers specified in a community of interest determination, as outlined in sections 58 and 59 of the Act.
 - Processes available to employers, employee organisations, workers and the CEO of the Authority for the FWC to determine actions that closing or dependent employers must take to meet their obligations, as outlined in sections 60, 61 and 62 of the Act, and the dispute resolution process in section 61A.
 - The Energy Industry Worker Redeployment Advisory Group established under section 63, and whether the group is undertaking its role as set out in the Act.
 - Information management provisions under sections 64, 65 and 66, including whether these provisions have worked as intended where the CEO has relied on them to require or inspect information or documents, or to provide information to employers.
 - Enforcement, compensation, injunction and costs provisions under sections 67, 67A, 67B, 67C.
 - The CEO's promotion of compliance with Part 5 under section 68, including through the provision of education, assistance, advice and information to closing, dependent and receiving employers and employees of those employers, and whether the CEO has monitored compliance with Part 5.

2. The review will also assess the merit and timing of future reviews of the operation of Part 5 and associated redeployment supports provided by the Authority.

C.A.2(a) Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability. The Commonwealth Supplier Code of Conduct (Code) outlines the Commonwealth's minimum expectations of suppliers and their subcontractors while under contract with the Commonwealth.

The Supplier must comply with Commonwealth Contract Terms [Clause C.C.23], which creates a number of obligations in connection with the Code. Without limiting the requirements in Commonwealth Contract Terms [Clause C.C.23.2b], during the term of the Contract, the Supplier must provide the information specified below (if any) to the Customer in connection with its compliance with the Code: Nil stated.

Further information on the Code can be found at:

<https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct>.

C.A.2(b) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

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>.

Performance Expectations

To demonstrate progress towards achievement of the Requirement, the Supplier is expected to undertake **s 47G** of work between commencement of the contract and 11 December 2025. While the Supplier retains reasonable flexibility to accommodate their preferred work schedule, the Supplier is expected to be broadly available in line with key project milestones:

- The Supplier can commence following execution of the contract with access to the Authority's systems occurring from mid-July 2025. The delay is due to requirements for the Customer's internal on-boarding, security processes and disengagement from the PM&C environment.
- A commitment of approximately 4 - 5 days per week after execution of the contract until approximately 27 July to plan the review's approach and finalise the consultation strategy and materials.
- Up to 4 days per week to visit a least 3 interstate locations during the consultation period (approximately from 28 July – 29 August).
- 3 days per week during the review drafting stage from approximately 1 September to 9 November, with additional time likely required at key stages.
- Up to 3-4 days per week from approximately 10 November, when the review's findings and recommendations will be socialised with stakeholders.
- Completion date of the review to be 10 December 2025.

C.A.2(c) Security Requirements

Supplier personnel are required to be cleared to a minimum level of Baseline.

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

C.A.2(d) 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 (WHS) 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. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

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

C.A.2(e) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.A.2(e) [*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.A.2(e) [*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.A.2(e) [*Termination for Cause*].

Milestone Description	Contact for Delivery	Delivery Location/Email	Approximate Due Date
Complete planning phase including: - Project planning - Communications strategy - Consultation strategy - Draft consultation/discussion paper	Rachel McVicar	Settle through email and project meetings	w/c 14/7/2025
Complete consultation phase outlined in Statement of Work	Rachel McVicar	Release of consultation/discussion paper and consulting with key stakeholders utilising a range of channels, including seeking online submissions, consulting with peak bodies and representative groups, and travelling for in-person consultation in regional areas.	1/09/2025
Draft report	Rachel McVicar	Provide draft report to allow limited consultation (if	30/10/2025

Commonwealth Contract – Services

		required), fact checking and proofing.	
Delivery	Rachel McVicar	Finalisation and delivery of written report	10/12/2025

C.A.2(f) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Frequency	Mode	Location
Regular project meetings	As required and agreed in project planning	Video conference or in person where appropriate	Virtual or in person where appropriate
In person consultation	As agreed in consultation schedule	Video conference, phone and in person	Virtual or in person including travel to regional locations

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

Access to the Net Zero Economy Authority protected site.

C.A.2(h) Customer Material

The Authority will provide materials to the Supplier to inform the review, potentially including materials classified as sensitive, privileged and confidential information. The Authority will ensure materials provided are appropriately classified and classification of material is clearly communicated to the Supplier in line with the Deed of Confidentiality and the Code.

C.A.2(i) Conflicts of Interest

The Supplier has declared that it has no Conflicts of Interest relevant to the performance of its obligations under this Contract.

C.A.2(j) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website: <https://www.pmc.gov.au/resources/public-interest-disclosure-procedure>.

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

publicinterestdisclosure@pmc.gov.au

C.A.2(k) Complaints Handling

For information about how to make a complaint, please refer to the information provided on the Customer's website: [Complaint Handling Policy | PM&C](#)

Any complaints relating to this procurement should be referred to:

complaints@pmc.gov.au

If your issue is not resolved refer <https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints> for more information relating to complaints.

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$292,000** based on the fees set out in the table below.

The maximum contract price is based on an **s 47G** (7.5 hours) of work between the commencement of the contract and 11 December 2025 and travel related expenses for incidental travel cost for taxi fares to and from the airports.

Invoices are to be submitted monthly in arrears and include hours worked and any travel related expenses claimed for the period.

Fee Rates

Daily rate	Fees (GST Inclusive)
Full day (over 5 hours)	s 47G
Half Day (2-5 hours)	
Quarter Day (0.5-2 hours)	
No review work completed (less than 0.5 hours)	
Travel Related Expenses	

Arrangements for travel

Cost of official travel and accommodation will be paid by the Customer from departmental budget using the Whole of Government Travel Arrangements. Travel will align with relevant departmental policy applicable to SES officials, being Business Class travel with the exception of short haul travel from Canberra – Sydney, Canberra - Melbourne and Sydney – Melbourne.

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 (A/g), Energy Industry Jobs Plan Review Secretariat Team, Worker Transition Division

Currently: **s 47E(c)**

Telephone: **s 47E(c)**

Email Address: **s 47E(c)**@pmc.gov.au

Postal Address: PO Box 6500
CANBERRA ACT 2600

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

Email Address: **s 47E(d)**@pmc.gov.au invoices must quote **CD0XXXX**

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

Name: Roy Green AM
Position Title: Emeritus Professor
Mobile: § 47F
Email Address: roy.green@uts.edu.au
Postal Address: § 47F

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

Name: Roy Green AM
Position Title: Emeritus Professor
Email Address: roy.green@uts.edu.au
Postal Address: § 47F

C.A.5 Specified Personnel

Roy Green AM Emeritus Professor

The Authority will provide information to the Specified Personnel to inform the review, potentially including materials classified as sensitive, privileged and confidential information. The Authority will require the Specified Personnel to enter a *Deed of Confidentiality* so that relevant information can be provided while ensuring the Authority remains compliant with information management obligations including but not limited to those under the *Criminal Code (Cth)*, *Privacy Act 1988 (Cth)* and *Freedom of Information Act 1982 (Cth)*.

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

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 Payment Terms

Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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 following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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.

Where 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 as published on the Australian Taxation Office website [https://www.ato.gov.au/Rates/General-interest-charge-\(GIC\)-rates/](https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/).

Commonwealth Contract Terms

C.C.1 Background

- 1.1 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 Requirement.
- 1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

- 2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.
- 2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.
- 2.3 In all dealings related to the Contract, the Parties agree to:
 - a) communicate openly with each other and cooperate in achieving the contractual objectives
 - b) act honestly and ethically
 - c) comply with reasonable commercial standards of fair conduct
 - 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 Conflicts of Interest

- 3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.
- 3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.
- 3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:
 - a) immediately report it to the Customer
 - b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and
 - c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.
- 3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the

Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

C.C.4 Precedence of Documents

- 4.1 The Contract is comprised of:
 - a) Additional Contract Terms (if any)
 - b) if the Contract is issued under a DoSO, the Contract Details Schedule
 - c) Statement of Work
 - d) Commonwealth Contract Terms
 - e) CCS Glossary and Interpretation, and
 - f) additional Contract annexes (if any), unless otherwise agreed in writing between the Parties.
- 4.2 If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.
- 4.3 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

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

C.C.6 Entire Agreement

- 6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 6.2 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 or the RFQ as relevant remain correct.
- 6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.
- 6.4 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

- 7.1 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], and C.C.21 [Compliance with Law and Policy], survive termination or expiry of the Contract.

C.C.8 Notices

- 8.1 A Notice is deemed to be delivered:
 - a) if delivered by hand - on delivery to the relevant address
 - b) if sent by registered post - on delivery to the relevant address, or
 - c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is

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deemed to be delivered on the next working day in that place.

C.C.9 Assignment

- 9.1 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.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting

- 10.1 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.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 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.
- 10.4 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.
- 10.5 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

- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 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 Contract and advise the Customer when it will be able to do so.
- 11.3 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 Contract.

- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 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).
- 11.6 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.
- 11.7 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

- 12.1 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.
- 12.2 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.
- 12.3 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

- 13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (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.
- 13.2 At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace

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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.

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

C.C.14 Liability of the Supplier

- 14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.
- 14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.
- 14.3 Where the Supplier is a member of a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding Commonwealth, State, Territory or legislation that limits civil liability arising from the performance of their professional services, and where that scheme applies to the Goods and/or Services delivered under the Contract, the Supplier's liability under this clause shall not exceed the maximum amount specified by that scheme or legislation.
- 14.4 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

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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 C.C.11 [Delivery and

Acceptance] and the Contract before the effective date of termination or reduction.

- 15.5 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.
- 15.6 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

- 16.1 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 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).
- 16.2 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

- 17.1 If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.
- 17.2 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.

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- 17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- 17.4 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

- 18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:
- both Contract Managers will try to settle the dispute by direct negotiation
 - if unresolved within five (5) Business Days, 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. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")
 - if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, 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
 - failing settlement within twenty (20) Business Days of the Notice Date, 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 thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and
 - If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 18.2 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.
- 18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
- 18.4 Despite the existence of a dispute, the Supplier will continue their performance under the Contract unless requested in writing by the Customer not to do so.
- 18.5 This procedure for dispute resolution does not apply to action relating to C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In

- 19.1 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

- 20.1 If the Contract expires or is terminated under 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 Law and Policy

- 21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.
- 21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.
- 21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.
- 21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:
- immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and
 - comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

21.A Access to Supplier's Premises and Records

- A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, 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 in connection with a request made under the *Freedom of Information Act 1982 (Cth)* or an audit or review by the Australian National Audit Office.
- A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.
- A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable

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cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.	
A.5 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 <i>Archives Act 1983</i> (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.	21.E Confidential Information E.1 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. E.2 This obligation will not be breached where: - the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or - the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.
21.B Privacy Act 1988 (Cth) Requirements B.1 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 <i>Privacy Act 1988</i> (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.	
21.C Notifiable Data Breaches C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must: - immediately report it to the Customer and provide a written report within three (3) Business Days, and - carry out an assessment in accordance with the requirements of the <i>Privacy Act 1988</i> (Cth). C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must: - take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates - take all other action necessary to comply with the requirements of the <i>Privacy Act 1988</i> (Cth), and - take any other action as reasonably directed by the Customer.	E.3 The Customer may at any time require the Supplier to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer. E.4 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. E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
21.D Personal Information D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract. D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the <i>Privacy Act 1988</i> (Cth). D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the <i>Privacy Act 1988</i> (Cth).	21.F Security and Safety F.1 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. F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility. F.3 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. F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the <i>Criminal Code Act 1995</i> (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

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21.G Criminal Code

- G.1 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).
- G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

21.H Fraud

- H.1 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.
- H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

21.I Taxation

- I.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

21.J Public Interest Disclosure

- J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).
- J.2 Information for disclosers is available at <https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>.

21.K National Anti-Corruption Commission Act 2022 (Cth) Requirements

- K.1 The Supplier acknowledges that in providing the Goods and/or Services to the Customer under the Contract, it is a contracted service provider for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (NACC Act).
- K.2 The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.

C.C.22 Notification of Significant Events

- 22.1 The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.
- 22.2 The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.
- 22.3 The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where

this occurs the Supplier must issue a Notice under clause 22.1 in relation to the event within three (3) Business Days of being notified by the Customer.

- 22.4 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.
- 22.5 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request.
- 22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:
 - a) how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and
 - b) how the Supplier will ensure events similar to the Significant Event do not occur again, and
 - c) any other matter reasonably requested by the Customer.
- 22.7 The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 22.7 will apply to any resubmitted draft remediation plan.
- 22.8 Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer.
- 22.9 A failure by the Supplier to comply with its obligations under this clause C.C.22 will be a material breach of the Contract. The Customer's rights under this clause C.C.22 are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause C.C.22 will be at no additional cost to the Customer.

C.C.23 Compliance with the Commonwealth Supplier Code of Conduct

- 23.1 The Supplier must comply with, and ensure that its officers, employees, agents and Subcontractors comply with, the Code in connection with the performance of this Contract.
- 23.2 The Supplier must:

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- a) periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and
 - b) on request from the Customer, promptly provide information regarding:
 - i. the policies, frameworks or systems it has established to monitor and assess compliance with the Code; and
 - ii. the Supplier's compliance with clause 23.1.
- 23.3 The Supplier must immediately issue the Customer a Notice on becoming aware of any breach of clause 23.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.
- 23.4 Where the Customer identifies a possible breach of clause 23.1, it may issue the Supplier a Notice, and the Supplier must, within three (3) Business Days of receiving the Notice, either:
- a) where the Supplier considers a breach has not occurred: advise the Customer that there has not been a breach and provide information supporting that determination; or
 - b) where the Supplier considers that a breach has occurred: issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.5 Notwithstanding clause 23.4, a Customer may notify the Supplier in writing that it considers that the Supplier has breached clause 23.1, in which case the Supplier must issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.6 A failure by the Supplier to comply with its obligations under any part of this clause will be a material breach of the Contract.
- 23.7 Nothing in this clause or the Code limits, reduces or derogates from the Supplier's other obligations under the Contract. The Customer's rights under this clause are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause will be at no additional cost to the Customer.
- 23.8 The Supplier agrees that the Customer or any other Commonwealth agency may take into account the Supplier's compliance with the Code in any future approach to market or procurement process.



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Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

“Additional Contract Terms” means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading ‘Additional Contract Terms’.

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

“Approach to Market” or **“ATM”** means the notice inviting Potential Suppliers to participate in the relevant procurement.

“Business Days” means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year’s Day.

“Closing Time” means the closing time and date as specified in the Approach to Market.

“Commonwealth Contracting Suite” or **“CCS”** means the suite of proprietary documents developed for Commonwealth procurements.

“Commonwealth Procurement Rules” means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

“Commonwealth Supplier Code of Conduct” or **“Code”** means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

“Confidential Information” means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

- a) specifically identified as confidential in the Contract or DoSO
- b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
- c) where the information was provided under an understanding that it would remain confidential.

“Conflicts of Interest” means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier’s performance of the Contract or DoSO as relevant.

“Contract” means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

“Contract Details Schedule” means the section in a Contract issued under the DoSO with the heading ‘Contract Details Schedule’.

“Contract Manager” means the ‘Contract Manager’ for the Customer or Supplier representative (as relevant) specified in the Contract.

“Contract Price” means the maximum 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 includes any purchase order number or other Customer reference advised by the Customer’s Contract Manager and the name and specified contact details of the Customer’s Contract Manager
- b) relates only to the Goods and/or Services that have been accepted by the Customer in accordance with the Contract or a payment or milestone schedule identified in the Contract
- c) is correctly calculated and charged in accordance with the Contract
- d) is for an amount which, together with 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 the party specified in the Contract as the Customer.

“Deed of Standing Offer” or **“DoSO”** means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

Commonwealth Contracting Suite Glossary and Interpretation

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

“DoSO Manager” means the ‘DoSO Manager’ for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

“Electronic invoicing” or **“eInvoicing”** means the automated exchange of invoices directly between the Customer and Supplier’s software or financial systems via the Peppol network, as long as both Parties are Peppol eInvoicing enabled.

“Eligible Data Breach” means an ‘Eligible Data Breach’ as defined in the *Privacy Act 1988* (Cth).

“End Date” means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

“Fraud” means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

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

“Goods and/or Services” means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,

as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

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

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

“Indigenous Procurement Policy” means the procurement connected policy as described at the National Indigenous Australians Agency website <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>.

“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, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

“Lead Customer” means the party specified in the DoSO as the Lead Customer.

“Material” means any material used or 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 or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

“Peppol” means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website <https://softwaredevelopers.ato.gov.au/eInvoicing>.

“Party” or **“Parties”** means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.

“Personal Information” means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

“Potential Customer” means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

“Potential Supplier” means any entity who is eligible to respond to an ATM.

“Pricing Schedule” means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

“Public Interest Certificate” means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

“Referenced Material” means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

“Request for Quote” or **“RFQ”** means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

Commonwealth Contracting Suite Glossary and Interpretation

“Required Capabilities” means:

- a) in the DoSO ATM, the description of the Lead Customer’s required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
- b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

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

- a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading ‘The Requirement’
- b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading ‘The Requirement’, or
- c) for the purposes of the Commonwealth Purchase Order Terms, the Customer’s purchase order or similar ordering document setting out the Goods and/or Services.

“Response” means information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

- a) provide the Requirement under the ATM or Request for Quote, or
- b) meet a Required Capability under the DoSO ATM.

“Satisfactory” in relation to the Shadow Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.

“Shadow Economy Policy” means the Shadow economy – *increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-t369466>.

“Significant Event” means:

- a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
- b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth’s reputation.

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

“Standing Offer Arrangement” means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

“Standing Offer Details” means the section of the DoSO with the heading ‘Standing Offer Details’.

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

“Statement of Tax Record” means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

“Statement of Work” means the section or schedule of the Contract (as the case may be) with the heading ‘Statement of Work’.

“Subcontractor” means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

“Supplier” means a party specified in the Contract or the DoSO as the Supplier.

“Valid” in relation to the Shadow Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Shadow Economy Policy.

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and
- g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

Clause Reference	Section / Part	CCS Document
A.A.[x]	Statement of Requirement	CCS Approach to Market (ATM)
A.B.[x]	Commonwealth Approach to Market (ATM) Terms	
A.C.[x]	Additional Contract Terms	
C.A.[x]	Statement of Work	Commonwealth Contract
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	
P.C.[x]	Commonwealth Purchase Order Terms	Commonwealth Purchase Order Terms
D.A.[x]	CCS DoSO ATM	CCS Deed of Standing Offer (DoSO)
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – 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 Interpretation
- 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 Net Zero Economy Authority (ABN 47465420890) by its duly authorised delegate	
Signature of Delegate:	
Printed Name:	
Position:	
Date:	
Signature of Witness:	
Printed Name of Witness:	
Executed by Karuah Enterprises Pty Ltd (ABN 67 117 718 171) in accordance with Section 127 of the <i>Corporations Act 2001</i> :	
Signature of Director/Company Secretary:	
Printed Name:	
Position:	
Date:	
Signature of Director/Company Secretary:	
Printed Name of Witness:	



DEED OF CONFIDENTIALITY

DEED OF CONFIDENTIALITY IN RELATION TO THE ENERGY INDUSTRY JOBS
PLAN STATUTORY REVIEW

CONTENTS

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DEED OF CONFIDENTIALITY

Date

This Deed is made on XX June 2025

Parties

This Deed is made by:

1. Emeritus Professor Roy Green AM, engaged through Karuah Enterprise Services Pty Ltd (ABN 67 117 718 171), of s 47F (Confidant)
in favour of and legally enforceable by:
2. The Commonwealth of Australia represented by the Net Zero Economy Authority 47 465 420 890 of Charles Perkins House, Ground Floor/16 Bowes Pl, Phillip ACT 2606 (the Authority).

Context

This Deed is made in the following context:

- A. The Authority was established as a Commonwealth Statutory Authority on 11 December 2024.
- B. Emeritus Professor Roy Green AM was engaged on XX June 2025 to undertake a statutory review of the Energy Industry Jobs Plan as provided under Part 5 of the *Net Zero Economy Authority Act 2024 (Cth)*.
- C. The parties are seeking to share information pertaining to a procurement being undertaken by the Authority. In doing so, the Confidant may require access to the Authority's Confidential Information.
- D. The Authority is willing to provide access to necessary Confidential Information to the Confidant strictly for the Purpose and in accordance with this Deed.

Operative provisions

By this Deed the Confidant covenants and agrees as follows.

1. Interpretation

- 1.1. In this Deed, unless the contrary intention indicates otherwise:

Approved Personnel	means the natural persons, set out in Schedule 1 and any additional natural persons otherwise agreed in writing by the Authority, who may access the Confidential Information.
Australian Privacy Principle	has the same meaning it has in the Privacy Act.

Confidential Information	means any written or oral information, documents and data that is: a. identified in Schedule 3; and/or b. reasonably designated in any way by the Authority or its owner as confidential; and/or a. which the Confidant knows or ought to know is confidential, and may include, but is not limited to: b. financial information; c. contract details; d. agreements with third parties; and e. consumer information, that is provided by the Authority to the Confidant or that the Confidant otherwise accesses or becomes aware of.
Copy	means any document, device, article or medium in which Confidential Information is, or may be, embodied, whether directly or indirectly.
Deed	means this deed of confidentiality and includes all schedules and attachments to this deed.
Eligible Data Breach	has the same meaning as it has in the Privacy Act.
Privacy Act	means the <i>Privacy Act 1988</i> (Cth).
Purpose	means to enable consideration of policy context as part of the Energy Industry Jobs Plan Statutory Review, including through provision of Confidential Information, while managing operational risks to the Energy Industry Jobs Plan and maintaining compliance with the Authority's information management obligations.

2. Confidentiality

- 2.1. The Confidant must use the Confidential Information only as is legitimate and necessary for the Purpose and strictly in accordance with this Deed.
- 2.2. The Confidant will not, without the prior written authorisation of the Authority, disclose any Confidential Information to any person, other than Approved Personnel who require access for the Purpose, unless the disclosure is required by law. In giving its authorisation, the Authority may notify the Confidant of conditions on the disclosure and the Confidant must comply with these conditions.

- 2.3. Where the Confidant is required by law to disclose the Confidential Information, the Confidant must:
- a. use his or her best endeavours to notify the Authority prior to disclosing the Confidential Information;
 - b. provide full details of the relevant legal requirement and information to be disclosed; and
 - c. take any reasonable action requested by, and reasonably cooperate with any action taken by, the Authority to challenge, prevent or limit such disclosure.
- 2.4. The Confidant must ensure that, prior to disclosing any Confidential Information to any of the Approved Personnel, the Approved Personnel have given a written undertaking in the form attached at Schedule 2 relating to the use and non-disclosure of Confidential Information.
- 2.5. The Confidant agrees to secure all Confidential Information against loss and unauthorised access, use, modification or disclosure.
- 2.6. The Confidant agrees to implement security procedures to ensure that it meets its obligations under this Deed and will provide details of these procedures to the Authority on request.

3. Exceptions to confidentiality obligations

- 3.1. The obligations of a party under clause 2 will not be taken to have been breached to the extent that Confidential Information:
- a. is disclosed by the Confidant to their personnel solely in order to comply with their obligations, or to exercise their rights, under this Deed;
 - b. is disclosed by the Confidant to their internal management personnel, solely to enable effective management or auditing of their Deed related activities;
 - c. is required by law to be disclosed;
 - d. is in the public domain otherwise than due to a breach of this Deed by the Confidant.
- 3.2. Where a party to this Deed discloses Confidential Information under clause 3.1 it must advise the recipient that the information is confidential.
- 3.3. Clauses 3.1 and 3.2 do not limit the operation of clause 2.3.

4. Privacy

- 4.1. The Confidant agrees, in relation to the use of the Confidential Information, to comply with:
- a. its obligations under the Privacy Act and not to otherwise do any act or engage in any practice which, if done or engaged in by the Authority, would be a breach of an Australian Privacy Principle under the Privacy Act; and

- b. any directions, guidelines, determinations or recommendations of the other party or the Commonwealth of Australia to the extent that they are consistent with the obligations referred to in clause 4.1.a.
- 4.2. If the Confidant becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Confidential Information held by the Confidant as a result of this Deed, the Confidant agrees to:
 - a. notify the Authority in writing as soon as possible, which must be no later than within 3 days; and
 - b. unless otherwise directed by the Authority, carry out an assessment in accordance with the requirements of the Privacy Act.
- 4.3. Where the Confidant is aware that there are reasonable grounds to believe there has been, or where the Authority notifies the Confidant that there has been, an Eligible Data Breach in relation to any Personal Information held by the Confidant as a result of this Deed, the Confidant must:
 - a. take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;
 - b. unless otherwise directed by the Authority, take all other action necessary to comply with the requirements of the Privacy Act; and
 - c. take any other action as reasonably directed by the Authority.
- 4.4. The Confidant agrees to notify the Authority immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 4.

5. Dealing with Copies

- 5.1. The Confidant agrees, immediately upon request by the Authority, to deal with all Copies as directed by the Authority, subject to any legal requirement binding on the Confidant.

6. Confidant's obligations

- 6.1. The Confidant agrees to notify the Authority immediately, and provide full details, if the Confidant is aware or reasonably suspects that:
 - a. Confidential Information has, or might have been, accessed, used, modified or disclosed in any way other than as permitted under this Deed; or
 - b. there has been any other breach of this Deed.
- 6.2. The obligations arising out of this Deed are in addition to any obligations of confidence at common law or equity.

7. Period of confidentiality

- 7.1. Except as otherwise may be agreed by the parties in writing or as otherwise provided in this Deed, all Confidential Information shall remain subject to the

requirements of this Deed until it becomes available from a legal public source without restriction.

8. Survival

- 8.1. This Deed will survive the termination or expiry of any deed, agreement or arrangement of any kind between the Authority and the Confidant relating to the Purpose.

9. Compliance with Legislation

- 9.1. Without limiting anything contained in this Deed, the Confidant acknowledges that it is aware of the following legislative provisions which may have application to its handling of Confidential Information:
- a. Division 122 of the *Criminal Code* (Cth);
 - b. Section 91.1 and Part 10.7 of the *Criminal Code* (Cth);
 - c. Privacy Act;
 - d. *Freedom of Information Act 1982* (Cth)

10. Applicable law

- 10.1. This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.
- 10.2. The Confidant submits to the jurisdiction of the court of the Australian Capital Territory.

SIGNED, SEALED AND DELIVERED

by: Emeritus Professor Roy Green
AM

Emeritus Professor Roy Green AM

Signature

In the presence of:

^Name of witness^

Signature of witness

SCHEDULE 1 APPROVED PERSONNEL

1. Approved Personnel (Clause 1.1)

The following persons are Approved Personnel for the purposes of this Deed of Confidentiality. The position held by the nominated person, and the organisation that employs that person must also be listed:

Approved Personnel	Position	Organisation
Roy Green AM	Emeritus Professor	Karuah Enterprise Services Pty Ltd

s 47C

SCHEDULE 2 CONFIDENTIALITY UNDERTAKING

Date

This Undertaking is dated ^day (numeric) month (name) year^.

Parties

This Undertaking is provided by:

Emeritus Professor Roy Green AM of § 47F (the Recipient)

Context

This Undertaking is provided in the following context:

- A. The Recipient may require access to Authority Confidential Information in relation to the Purpose as a result of the Deed of Confidentiality between the Confidant and the Authority.

Operative provisions

The Recipient provides the undertakings set out below in respect of all Confidential Information to which the Recipient has or will have access.

1. Interpretation

- 1.1. In this Undertaking, unless the contrary intention indicates otherwise:

Agency	means the Net Zero Economy Authority.
Approved Personnel	means the natural persons who are listed in Schedule 1 of the Deed of Confidentiality, and includes any revised list agreed by the parties to the Deed of Confidentiality and notified to the Recipient.
Commonwealth	means the Commonwealth of Australia.
Confidant	Karuah Enterprise Services Pty Ltd
Confidential Information	has the same meaning as in clause 1 of the Deed of Confidentiality.
Deed of Confidentiality	means the deed of confidentiality between the Confidant and the Authority dated [.....].
Purpose	has the same meaning as in clause 1 of the Deed of Confidentiality.
Recipient	means Emeritus Professor Roy Green AM.

Undertaking

means this Confidentiality Undertaking.

2. Recipient's obligations

- 2.1. The Recipient agrees that they are aware of:
- a. the provisions and effect of the Deed of Confidentiality; and
 - b. the details of the Approved Personnel specified in Schedule 1 to the Deed of Confidentiality.
- 2.2. The Recipient undertakes to deal with the Confidential Information in accordance with the requirements of the Deed of Confidentiality. In particular, the Recipient agrees not to do any act or fail to do any act, which act or failure to act if done by the Confidant, would result in a breach of the Deed of Confidentiality.

3. Survival

- 3.1. This Undertaking will survive the termination or expiry of any deed, agreement or arrangement of any kind between the Authority and the Confidant relating to the Purpose.

4. Applicable law

- 4.1. This Undertaking is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.

EXECUTED as a Deed Poll

SIGNED SEALED AND DELIVERED by:

[^]insert name of nominated person[^]

Name

In the presence of:

Name of Witness

.....

.....

Signature

Signature

.....

.....

SCHEDULE 3 CONFIDENTIAL INFORMATION

Not used.

Declaration of Interests

NOTE: DOWNLOAD THE TEMPLATE ONTO YOUR OWN DRIVE FIRST BEFORE EDITING/INSERTING INFORMATION INTO THE TEMPLATE

In accordance with sub-section 13(7) of the *Public Service Act 1999* (PS Act) an Australian Public Service (APS) employee must:

- take reasonable steps to avoid any conflict of interest (real or apparent) in connection with the employee's APS employment, and
- disclose details of any material personal interest of the employee in connection with the employee's APS employment.

Who is required to declare, in relation to what and when?

Net Zero Economy Authority (Authority) employees, secondees and labour hire contractors are required to submit a declaration of their material private interests and those of their immediate family as required in Table 1:¹

Table 1 – Declaration criteria

Declarant	Activity	Time of declaration
SES employees	All substantive SES employees	Annually
Employees (Subject to the discretion of the responsible SES employee)	Involvement in a project or workstream where proactive disclosure of interests is warranted: e.g. a project involving commercial transactions or a workstream involving regulatory/statutory responsibilities	Prior to involvement in project/workstream
Employees & secondees	Direct involvement in the administration of a procurement, recruitment or grants process	Prior to commencing the process
Employees	Anticipated involvement in employment (paid or unpaid) outside the APS	Prior to commencing employment
Employees, secondees and labour hire contractors	Any activity for or on behalf of the Authority	As soon as a material personal interest arises

The declaration of material personal interests includes, but is not limited to: real estate; shareholdings; trusts or nominee companies; company directorships or partnerships; other significant sources of income; gifts; political activities; private business employment; voluntary activities; social or personal relationships; other activities that could or could be seen to impact upon the decisions/activities that you are undertaking or the advice you are giving. A list of examples of areas where material personal interests might arise are provided at [Attachment A](#) to the Authority's [Conflict of interest Policy](#).

For further information, please refer to the Authority's [Conflict of interest Policy](#) and [Section 5 of the APS Values and Code of Conduct in Practice](#).

¹ This information is required pursuant to a public servant's obligation under the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) and subsection 13(7) of the *Public Service Act 1999* (PS Act).

What is the process?

1. It is your responsibility to discuss possible conflicts of interest with your manager and agree steps or actions to manage or eliminate the possible conflict.
2. Approved declarations of interest forms must be provided to the Governance & Legal Team via email to: [s.47E\(d\)@pmc.gov.au](mailto:s.47E(d)@pmc.gov.au)
3. Declarations must be revised and resubmitted whenever there is a change in personal circumstances and/or a change in work responsibilities that could involve a new real or apparent conflict of interest.

What does the Authority do with the information?

The Authority is collecting the personal information requested in this form for the purpose of identifying personal and other interests that could or could be seen to influence the decisions/activities that you are undertaking or the advice you are giving. The Governance & Legal Team will hold this information in a secure folder.

We will only provide this information to those within the Authority authorised to access this information for Authority purposes. We will not provide any of the information collected from you to anyone outside the Authority unless you have given consent for this to occur, or as required by law. The Authority's [Privacy Policy](#) describes when this might occur.

Providing us with the requested information is in accordance under the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) and subsection 13(7) of the PS Act.

The Authority's [Privacy Policy](#) explains how the Authority stores, handles and protects the information provided by you. Please refer to the Privacy Policy for information about how you can request to access or correct the personal information we hold about you, and who to contact if you have a privacy enquiry or complaint

Personal Details

Name:	
Position / Title / Role:	
Branch/Division:	

Possible Conflicts of interest

Please identify any material personal interests that could influence, or could reasonably be seen to influence your current duties. The types of interests that may need to be disclosed include real estate; shareholdings; trusts or nominee companies; company directorships or partnerships; other significant sources of income; gifts; political activities; private business employment; voluntary activities; social or personal relationships; that could or could be seen to impact upon the decisions/activities that you are undertaking or the advice you are giving. A list of examples of areas where material personal interests might arise are provided at [Attachment A](#) to the Authority's [Conflict of interest Policy](#).

	YES	NO
Financial	☐	☐
Real Estate	☐	☐
Outside Employment	☐	☐
Personal Relationships	☐	☐
Gifts (including invite-only airline memberships)	☐	☐
Other	☐	☐

If you answered yes to any of the categories above, please provide details below.

--

Interests of Immediate Family Members

Immediate family members include, but are not limited to: spouses, dependent children and any other relatives and close friends who live with you or with whom you have a dependent relationship.

This is only required if your immediate family member/s personal and/or financial circumstances could, or could be seen to, influence the decisions/activities that you are undertaking or the advice you are giving, and give rise to a conflict.

Name of immediate family members	Relationship to you	Nature of interest

Declaration of Consent

I am aware that my information has been collected for the purpose of identifying material personal interests that could or could be seen to influence the decisions/activities/advice that the employee / secondee / labour hire contractor covered by the Declaration is undertaking. I am aware of the Privacy Principles set out

in the *Privacy Act 1988* which authorise the collection and the third parties to whom my personal information may be disclosed. I consent to the collection of my personal information by the Authority.

Immediate Family Member

Name		Relationship to Employee	
Signature		Date	

Mitigation Strategy

Please outline the mitigation strategies for managing any possible conflicts of interest identified.

Declaration

I declare that:

1. To the best of my knowledge, all information recorded in this form is a complete and accurate record.
2. I have informed my immediate family members about the requirement to record details pertaining to any material personal interests.
3. [For APS employees] I am aware of my responsibilities under the APS Code of Conduct to:
 - a. behave honestly and with integrity in connection with APS employment
 - b. take reasonable steps to avoid any conflict of interest (real or apparent) and disclose details of any material personal interest in connection with APS employment, and
 - c. not make improper use of inside information, or my duties, status, power or authority.
4. I have read and understood the Authority's Conflict of Interest policy and other related policies.

Signature		Date	
-----------	--	------	--

Manager Assessment

Possible conflict(s) of interests has been identified as:

☐ No conflict of interest	☐ A real conflict of interest	☐ An apparent conflict of interest
☐ A potential conflict of interest	☐ Pecuniary interest	☐ Non-pecuniary interest

Manager Comments (document action to be taken to manage, mitigate or remove any conflict of interest):

Name		Date	
Position			

From: [McVicar, Rachel](#)
To: Roy.Green@uts.edu.au
Cc: [Livingston, Rachel](#); **s 47E(c)**
Subject: Draft contract documents - Energy Industry Jobs Plan Review [SEC=OFFICIAL]
Attachments: [image001.png](#)
[image003.png](#)
[Disclosure of Interests template \(Staff, Seconded & Contractors\) - Professor Roy Green.docx](#)
[CCS - Draft Contract Professor Green 1.docx](#)
[Conflict of interest Policy \(1\).pdf](#)
[Deed of Confidentiality - EIJR Review - June 2025.docx](#)
[Statement of work - EIJR Review.docx](#)

OFFICIAL

Good afternoon Roy,

Ahead of our quick chat this evening, I just wanted to take the opportunity to introduce myself. I will be leading the team supporting you to undertake the review, so please feel free to contact me at any point if there's anything you need.

As **s 47E(c)** flagged, please find the Statement of Work and draft contract for your review.

Once you are happy with these two documents, we will do a final check and tidy up (e.g. adding our invoice reference number) before sending a copy back for you to sign.

If you have any questions, concerns or amendments please don't hesitate to contact Ben or myself.

We have also attached:

- The Authority's Conflict of Interest Policy
- Disclosure of Interests form and Deed of Confidentiality, which need to be signed before we can execute the contract.

Looking forward to working with you over the coming months.

Rachel McVicar

Assistant Secretary | Energy Industry Jobs Plan Review Taskforce



M: **s 47E(c)**

E: **s 47E(c)** [@pmc.gov.au](mailto:s 47E(c)@pmc.gov.au)

Ngunnawal Country, Charles Perkins House, Woden, ACT 2606

PO Box 6500 CANBERRA ACT 2600

www.netzero.gov.au



The Department acknowledges and pays respect to the past, present and emerging Elders and Traditional Custodians of Country, and the continuation of cultural, spiritual and educational practices of Aboriginal and Torres Strait Islander peoples.

Declaration of Interests

NOTE: DOWNLOAD THE TEMPLATE ONTO YOUR OWN DRIVE FIRST BEFORE EDITING/INSERTING INFORMATION INTO THE TEMPLATE

In accordance with sub-section 13(7) of the *Public Service Act 1999* (PS Act) an Australian Public Service (APS) employee must:

- take reasonable steps to avoid any conflict of interest (real or apparent) in connection with the employee's APS employment, and
- disclose details of any material personal interest of the employee in connection with the employee's APS employment.

Who is required to declare, in relation to what and when?

Net Zero Economy Authority (Authority) employees, secondees and labour hire contractors are required to submit a declaration of their material private interests and those of their immediate family as required in Table 1:¹

Table 1 – Declaration criteria

Declarant	Activity	Time of declaration
SES employees	All substantive SES employees	Annually
Employees (Subject to the discretion of the responsible SES employee)	Involvement in a project or workstream where proactive disclosure of interests is warranted: e.g. a project involving commercial transactions or a workstream involving regulatory/statutory responsibilities	Prior to involvement in project/workstream
Employees & secondees	Direct involvement in the administration of a procurement, recruitment or grants process	Prior to commencing the process
Employees	Anticipated involvement in employment (paid or unpaid) outside the APS	Prior to commencing employment
Employees, secondees and labour hire contractors	Any activity for or on behalf of the Authority	As soon as a material personal interest arises

The declaration of material personal interests includes, but is not limited to: real estate; shareholdings; trusts or nominee companies; company directorships or partnerships; other significant sources of income; gifts; political activities; private business employment; voluntary activities; social or personal relationships; other activities that could or could be seen to impact upon the decisions/activities that you are undertaking or the advice you are giving. A list of examples of areas where material personal interests might arise are provided at [Attachment A](#) to the Authority's [Conflict of interest Policy](#).

For further information, please refer to the Authority's [Conflict of interest Policy](#) and [Section 5 of the APS Values and Code of Conduct in Practice](#).

¹ This information is required pursuant to a public servant's obligation under the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) and subsection 13(7) of the *Public Service Act 1999* (PS Act).

What is the process?

1. It is your responsibility to discuss possible conflicts of interest with your manager and agree steps or actions to manage or eliminate the possible conflict.
2. Approved declarations of interest forms must be provided to the Governance & Legal Team via email to: **s 47E(d)** [@pmc.gov.au](mailto:[REDACTED]@pmc.gov.au)
3. Declarations must be revised and resubmitted whenever there is a change in personal circumstances and/or a change in work responsibilities that could involve a new real or apparent conflict of interest.

What does the Authority do with the information?

The Authority is collecting the personal information requested in this form for the purpose of identifying personal and other interests that could or could be seen to influence the decisions/activities that you are undertaking or the advice you are giving. The Governance & Legal Team will hold this information in a secure folder.

We will only provide this information to those within the Authority authorised to access this information for Authority purposes. We will not provide any of the information collected from you to anyone outside the Authority unless you have given consent for this to occur, or as required by law. The Authority's [Privacy Policy](#) describes when this might occur.

Providing us with the requested information is in accordance under the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) and subsection 13(7) of the PS Act.

The Authority's [Privacy Policy](#) explains how the Authority stores, handles and protects the information provided by you. Please refer to the Privacy Policy for information about how you can request to access or correct the personal information we hold about you, and who to contact if you have a privacy enquiry or complaint

Personal Details

Name:	
Position / Title / Role:	
Branch/Division:	

Possible Conflicts of interest

Please identify any material personal interests that could influence, or could reasonably be seen to influence your current duties. The types of interests that may need to be disclosed include real estate; shareholdings; trusts or nominee companies; company directorships or partnerships; other significant sources of income; gifts; political activities; private business employment; voluntary activities; social or personal relationships; that could or could be seen to impact upon the decisions/activities that you are undertaking or the advice you are giving. A list of examples of areas where material personal interests might arise are provided at [Attachment A](#) to the Authority's [Conflict of interest Policy](#).

	YES	NO
Financial	☐	☐
Real Estate	☐	☐
Outside Employment	☐	☐
Personal Relationships	☐	☐
Gifts (including invite-only airline memberships)	☐	☐
Other	☐	☐

If you answered yes to any of the categories above, please provide details below.

--

Interests of Immediate Family Members

Immediate family members include, but are not limited to: spouses, dependent children and any other relatives and close friends who live with you or with whom you have a dependent relationship.

This is only required if your immediate family member/s personal and/or financial circumstances could, or could be seen to, influence the decisions/activities that you are undertaking or the advice you are giving, and give rise to a conflict.

Name of immediate family members	Relationship to you	Nature of interest

Declaration of Consent

I am aware that my information has been collected for the purpose of identifying material personal interests that could or could be seen to influence the decisions/activities/advice that the employee / secondee / labour hire contractor covered by the Declaration is undertaking. I am aware of the Privacy Principles set out

in the *Privacy Act 1988* which authorise the collection and the third parties to whom my personal information may be disclosed. I consent to the collection of my personal information by the Authority.

Immediate Family Member

Name		Relationship to Employee	
Signature		Date	

Mitigation Strategy

Please outline the mitigation strategies for managing any possible conflicts of interest identified.

Declaration

I declare that:

1. To the best of my knowledge, all information recorded in this form is a complete and accurate record.
2. I have informed my immediate family members about the requirement to record details pertaining to any material personal interests.
3. [For APS employees] I am aware of my responsibilities under the APS Code of Conduct to:
 - a. behave honestly and with integrity in connection with APS employment
 - b. take reasonable steps to avoid any conflict of interest (real or apparent) and disclose details of any material personal interest in connection with APS employment, and
 - c. not make improper use of inside information, or my duties, status, power or authority.
4. I have read and understood the Authority's Conflict of Interest policy and other related policies.

Signature		Date	
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Manager Assessment

Possible conflict(s) of interests has been identified as:

☐ No conflict of interest	☐ A real conflict of interest	☐ An apparent conflict of interest
☐ A potential conflict of interest	☐ Pecuniary interest	☐ Non-pecuniary interest

Manager Comments (document action to be taken to manage, mitigate or remove any conflict of interest):

Name		Date	
Position			



Australian Government

Commonwealth Contract – Services

Reference ID: TBA

Customer

Customer Name: Net Zero Economy Authority
Customer ABN: 47465420890
Address: PO Box 6500
CANBERRA ACT 2600

Supplier

Full Name of the Legal Entity: Karuah Enterprises Pty Ltd
Supplier ABN: 67 117 718 171
Address: s 47F

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:

- it is terminated earlier or
- 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:	Upon Execution
Contract Term:	This Contract will terminate on Thursday, 11 December 2025.
Contract Extension Option:	This Contract includes the following extension option(s): Until 31 January 2026.

C.A.2 The Requirement

On 11 December 2024, the commencement of the *Net Zero Economy Authority Act 2024* (the Act) established the Energy Industry Jobs Plan (EIJP) (under Part 5 of the Act), which is administered by the CEO of the Net Zero Economy Authority (Authority). Under section 68 of the Act, the Authority's Chief Executive Officer, Mr David Shankey, is required to conduct, or cause to be conducted, a review of Part 5 of the Act in time for the one-year anniversary of the commencement of the Act. The Customer is engaging the Supplier to conduct the review, support by staff of the Authority.

Key objectives of the review include:

- A complete review of the EIJP by 10 December 2025 in line with the terms of reference and statutory requirements
- Ensure stakeholders are adequately consulted and provided opportunities to be heard
- Build an evidence base to benchmark progress of the EIJP and inform findings and recommendations
- Deliver a written report of the review which informs future policy development and evaluation.

The review will seek to identify the effectiveness (including the likely effectiveness) of Part 5 and include consideration of whether any amendments to this Part are desirable (because, for example, there are unintended consequences of the legislative framework).

Noting some provisions in Part 5 may not have been used due to the timing of the review, this will necessarily limit the assessment of their practical operation.

1. The review will assess whether the following aspects of Part 5 are operating, or are expected to operate, as the Parliament intended:
 - The definitions of employers (closing, dependent and receiving) and transition employees, and how trigger notices and geographic areas are specified (sections 6-9 of the Act).
 - The community of interest process outlined in section 55 of the Act, including the expression of interest for employers who may offer impacted workers new employment, the application process for a community of interest determination outlined in section 56, and the process in section 57, which provides for the FWC to make a community of interest determination.
 - Obligations applying to closing and dependent employers specified in a community of interest determination, as outlined in sections 58 and 59 of the Act.
 - Processes available to employers, employee organisations, workers and the CEO of the Authority for the FWC to determine actions that closing or dependent employers must take to meet their obligations, as outlined in sections 60, 61 and 62 of the Act, and the dispute resolution process in section 61A.
 - The Energy Industry Worker Redeployment Advisory Group established under section 63, and whether the group is undertaking its role as set out in the Act.
 - Information management provisions under sections 64, 65 and 66, including whether these provisions have worked as intended where the CEO has relied on them to require or inspect information or documents, or to provide information to employers.
 - Enforcement, compensation, injunction and costs provisions under sections 67, 67A, 67B, 67C.
 - The CEO's promotion of compliance with Part 5 under section 68, including through the provision of education, assistance, advice and information to closing, dependent and receiving employers and employees of those employers, and whether the CEO has monitored compliance with Part 5.

2. The review will also assess the merit and timing of future reviews of the operation of Part 5 and associated redeployment supports provided by the Authority.

C.A.2(a) Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability. The Commonwealth Supplier Code of Conduct (Code) outlines the Commonwealth's minimum expectations of suppliers and their subcontractors while under contract with the Commonwealth.

The Supplier must comply with Commonwealth Contract Terms [Clause C.C.23], which creates a number of obligations in connection with the Code. Without limiting the requirements in Commonwealth Contract Terms [Clause C.C.23.2b], during the term of the Contract, the Supplier must provide the information specified below (if any) to the Customer in connection with its compliance with the Code: Nil stated.

Further information on the Code can be found at:

<https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct>.

C.A.2(b) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

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>.

Performance Expectations

To demonstrate progress towards achievement of the Requirement, the Supplier is expected to undertake s 47G of work between commencement of the contract and 11 December 2025. While the Supplier retains reasonable flexibility to accommodate their preferred work schedule, the Supplier is expected to be broadly available in line with key project milestones:

- The Supplier can commence following execution of the contract with access to the Authority's systems occurring from mid-July 2025. The delay is due to requirements for the Customer's internal on-boarding, security processes and disengagement from the PM&C environment.
- A commitment of approximately 4 - 5 days per week after execution of the contract until approximately 27 July to plan the review's approach and finalise the consultation strategy and materials.
- Up to 4 days per week to visit a least 3 interstate locations during the consultation period (approximately from 28 July – 29 August).
- 3 days per week during the review drafting stage from approximately 1 September to 9 November, with additional time likely required at key stages.
- Up to 3-4 days per week from approximately 10 November, when the review's findings and recommendations will be socialised with stakeholders.
- Completion date of the review to be 10 December 2025.

C.A.2(c) Security Requirements

Supplier personnel are required to be cleared to a minimum level of Baseline.

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

C.A.2(d) 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 (WHS) 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. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

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

C.A.2(e) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.A.2(e) [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.A.2(e) [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.A.2(e) Termination for Cause].

Milestone Description	Contact for Delivery	Delivery Location/Email	Approximate Due Date
Complete planning phase including: - Project planning - Communications strategy - Consultation strategy - Draft consultation/ discussion paper	Rachel McVicar	Settle through email and project meetings	w/c 14/7/2025
Complete consultation phase outlined in Statement of Work	Rachel McVicar	Release of consultation/ discussion paper and consulting with key stakeholders utilising a range of channels, including seeking online submissions, consulting with peak bodies and representative groups, and travelling for in-person consultation in regional areas.	1/09/2025
Draft report	Rachel McVicar	Provide draft report to allow limited consultation (if	30/10/2025

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		required), fact checking and proofing.	
Delivery	Rachel McVicar	Finalisation and delivery of written report	10/12/2025

C.A.2(f) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Frequency	Mode	Location
Regular project meetings	As required and agreed in project planning	Video conference or in person where appropriate	Virtual or in person where appropriate
In person consultation	As agreed in consultation schedule	Video conference, phone and in person	Virtual or in person including travel to regional locations

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

Access to the Net Zero Economy Authority protected site.

C.A.2(h) Customer Material

The Authority will provide materials to the Supplier to inform the review, potentially including materials classified as sensitive, privileged and confidential information. The Authority will ensure materials provided are appropriately classified and classification of material is clearly communicated to the Supplier in line with the Deed of Confidentiality and the Code.

C.A.2(i) Conflicts of Interest

The Supplier has declared that it has no Conflicts of Interest relevant to the performance of its obligations under this Contract.

C.A.2(j) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website: <https://www.pmc.gov.au/resources/public-interest-disclosure-procedure>.

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

publicinterestdisclosure@pmc.gov.au

C.A.2(k) Complaints Handling

For information about how to make a complaint, please refer to the information provided on the Customer's website: [Complaint Handling Policy | PM&C](#)

Any complaints relating to this procurement should be referred to:

complaints@pmc.gov.au

If your issue is not resolved refer <https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints> for more information relating to complaints.

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$292,000** based on the fees set out in the table below.

The maximum contract price is based on an **s 47G** (7.5 hours) of work between the commencement of the contract and 11 December 2025 and travel related expenses for incidental travel cost for taxi fares to and from the airports.

Invoices are to be submitted monthly in arrears and include hours worked and any travel related expenses claimed for the period.

Fee Rates

Daily rate	Fees (GST Inclusive)
Full day (over 5 hours)	s 47G
Half Day (2-5 hours)	
Quarter Day (0.5-2 hours)	
No review work completed (less than 0.5 hours)	
Travel Related Expenses	

Arrangements for travel

Cost of official travel and accommodation will be paid by the Customer from departmental budget using the Whole of Government Travel Arrangements. Travel will align with relevant departmental policy applicable to SES officials, being Business Class travel with the exception of short haul travel from Canberra – Sydney, Canberra - Melbourne and Sydney – Melbourne.

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 (A/g), Energy Industry Jobs Plan Review Secretariat Team, Worker Transition Division

Currently: **s 47E(c)**

Telephone: **s 47E(c)**

Email Address: **s 47E(c)**@pmc.gov.au

Postal Address: PO Box 6500
CANBERRA ACT 2600

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

Email Address: **s 47E(d)**@pmc.gov.au invoices must quote **CD0XXXX**

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

Name: Roy Green AM
Position Title: Emeritus Professor
Mobile: s 47F
Email Address: roy.green@uts.edu.au
Postal Address: s 47F

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

Name: Roy Green AM
Position Title: Emeritus Professor
Email Address: roy.green@uts.edu.au
Postal Address: s 47F

C.A.5 Specified Personnel

Roy Green AM Emeritus Professor

The Authority will provide information to the Specified Personnel to inform the review, potentially including materials classified as sensitive, privileged and confidential information. The Authority will require the Specified Personnel to enter a *Deed of Confidentiality* so that relevant information can be provided while ensuring the Authority remains compliant with information management obligations including but not limited to those under the *Criminal Code (Cth)*, *Privacy Act 1988 (Cth)* and *Freedom of Information Act 1982 (Cth)*.

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

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 Payment Terms

Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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 following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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.

Where 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 as published on the Australian Taxation Office website [https://www.ato.gov.au/Rates/General-interest-charge-\(GIC\)-rates/](https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/).

Commonwealth Contract Terms

C.C.1 Background

- 1.1 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 Requirement.
- 1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

- 2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.
- 2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.
- 2.3 In all dealings related to the Contract, the Parties agree to:
 - a) communicate openly with each other and cooperate in achieving the contractual objectives
 - b) act honestly and ethically
 - c) comply with reasonable commercial standards of fair conduct
 - 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 Conflicts of Interest

- 3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.
- 3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.
- 3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:
 - a) immediately report it to the Customer
 - b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and
 - c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.
- 3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the

Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

C.C.4 Precedence of Documents

- 4.1 The Contract is comprised of:
 - a) Additional Contract Terms (if any)
 - b) if the Contract is issued under a DoSO, the Contract Details Schedule
 - c) Statement of Work
 - d) Commonwealth Contract Terms
 - e) CCS Glossary and Interpretation, and
 - f) additional Contract annexes (if any), unless otherwise agreed in writing between the Parties.
- 4.2 If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.
- 4.3 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

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

C.C.6 Entire Agreement

- 6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 6.2 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 or the RFQ as relevant remain correct.
- 6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.
- 6.4 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

- 7.1 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], and C.C.21 [Compliance with Law and Policy], survive termination or expiry of the Contract.

C.C.8 Notices

- 8.1 A Notice is deemed to be delivered:
 - a) if delivered by hand - on delivery to the relevant address
 - b) if sent by registered post - on delivery to the relevant address, or
 - c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is

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deemed to be delivered on the next working day in that place.

C.C.9 Assignment

- 9.1 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.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting

- 10.1 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.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 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.
- 10.4 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.
- 10.5 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

- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 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 Contract and advise the Customer when it will be able to do so.
- 11.3 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 Contract.

- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 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).
- 11.6 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.
- 11.7 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

- 12.1 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.
- 12.2 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.
- 12.3 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

- 13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (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.
- 13.2 At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace

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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.

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

C.C.14 Liability of the Supplier

- 14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.
- 14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.
- 14.3 Where the Supplier is a member of a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding Commonwealth, State, Territory or legislation that limits civil liability arising from the performance of their professional services, and where that scheme applies to the Goods and/or Services delivered under the Contract, the Supplier's liability under this clause shall not exceed the maximum amount specified by that scheme or legislation.
- 14.4 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

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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 C.C.11 [Delivery and

Acceptance] and the Contract before the effective date of termination or reduction.

- 15.5 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.
- 15.6 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

- 16.1 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 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).
- 16.2 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

- 17.1 If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.
- 17.2 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.

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- 17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- 17.4 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

- 18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:
- both Contract Managers will try to settle the dispute by direct negotiation
 - if unresolved within five (5) Business Days, 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. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")
 - if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, 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
 - failing settlement within twenty (20) Business Days of the Notice Date, 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 thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and
 - If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 18.2 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.
- 18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
- 18.4 Despite the existence of a dispute, the Supplier will continue their performance under the Contract unless requested in writing by the Customer not to do so.
- 18.5 This procedure for dispute resolution does not apply to action relating to C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In

- 19.1 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

- 20.1 If the Contract expires or is terminated under 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 Law and Policy

- 21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.
- 21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.
- 21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.
- 21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:
- immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and
 - comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

21.A Access to Supplier's Premises and Records

- A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, 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 in connection with a request made under the *Freedom of Information Act 1982* (Cth) or an audit or review by the Australian National Audit Office.
- A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.
- A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable

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cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.	
A.5 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 <i>Archives Act 1983</i> (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.	21.E Confidential Information E.1 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. E.2 This obligation will not be breached where: - the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or - the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.
21.B Privacy Act 1988 (Cth) Requirements B.1 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 <i>Privacy Act 1988</i> (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.	
21.C Notifiable Data Breaches C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must: - immediately report it to the Customer and provide a written report within three (3) Business Days, and - carry out an assessment in accordance with the requirements of the <i>Privacy Act 1988</i> (Cth). C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must: - take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates - take all other action necessary to comply with the requirements of the <i>Privacy Act 1988</i> (Cth), and - take any other action as reasonably directed by the Customer.	E.3 The Customer may at any time require the Supplier to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer. E.4 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. E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
21.D Personal Information D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract. D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the <i>Privacy Act 1988</i> (Cth). D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the <i>Privacy Act 1988</i> (Cth).	21.F Security and Safety F.1 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. F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility. F.3 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. F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the <i>Criminal Code Act 1995</i> (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

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21.G Criminal Code

- G.1 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).
- G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

21.H Fraud

- H.1 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.
- H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

21.I Taxation

- I.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

21.J Public Interest Disclosure

- J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).
- J.2 Information for disclosers is available at <https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>.

21.K National Anti-Corruption Commission Act 2022 (Cth) Requirements

- K.1 The Supplier acknowledges that in providing the Goods and/or Services to the Customer under the Contract, it is a contracted service provider for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (NACC Act).
- K.2 The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.

C.C.22 Notification of Significant Events

- 22.1 The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.
- 22.2 The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.
- 22.3 The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where

this occurs the Supplier must issue a Notice under clause 22.1 in relation to the event within three (3) Business Days of being notified by the Customer.

- 22.4 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.
- 22.5 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request.
- 22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:
 - a) how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and
 - b) how the Supplier will ensure events similar to the Significant Event do not occur again, and
 - c) any other matter reasonably requested by the Customer.
- 22.7 The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 22.7 will apply to any resubmitted draft remediation plan.
- 22.8 Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer.
- 22.9 A failure by the Supplier to comply with its obligations under this clause C.C.22 will be a material breach of the Contract. The Customer's rights under this clause C.C.22 are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause C.C.22 will be at no additional cost to the Customer.

C.C.23 Compliance with the Commonwealth Supplier Code of Conduct

- 23.1 The Supplier must comply with, and ensure that its officers, employees, agents and Subcontractors comply with, the Code in connection with the performance of this Contract.
- 23.2 The Supplier must:

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- a) periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and
 - b) on request from the Customer, promptly provide information regarding:
 - i. the policies, frameworks or systems it has established to monitor and assess compliance with the Code; and
 - ii. the Supplier's compliance with clause 23.1.
- 23.3 The Supplier must immediately issue the Customer a Notice on becoming aware of any breach of clause 23.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.
- 23.4 Where the Customer identifies a possible breach of clause 23.1, it may issue the Supplier a Notice, and the Supplier must, within three (3) Business Days of receiving the Notice, either:
- a) where the Supplier considers a breach has not occurred: advise the Customer that there has not been a breach and provide information supporting that determination; or
 - b) where the Supplier considers that a breach has occurred: issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.5 Notwithstanding clause 23.4, a Customer may notify the Supplier in writing that it considers that the Supplier has breached clause 23.1, in which case the Supplier must issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.6 A failure by the Supplier to comply with its obligations under any part of this clause will be a material breach of the Contract.
- 23.7 Nothing in this clause or the Code limits, reduces or derogates from the Supplier's other obligations under the Contract. The Customer's rights under this clause are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause will be at no additional cost to the Customer.
- 23.8 The Supplier agrees that the Customer or any other Commonwealth agency may take into account the Supplier's compliance with the Code in any future approach to market or procurement process.



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Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

“Additional Contract Terms” means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading ‘Additional Contract Terms’.

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

“Approach to Market” or **“ATM”** means the notice inviting Potential Suppliers to participate in the relevant procurement.

“Business Days” means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year’s Day.

“Closing Time” means the closing time and date as specified in the Approach to Market.

“Commonwealth Contracting Suite” or **“CCS”** means the suite of proprietary documents developed for Commonwealth procurements.

“Commonwealth Procurement Rules” means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

“Commonwealth Supplier Code of Conduct” or **“Code”** means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

“Confidential Information” means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

- a) specifically identified as confidential in the Contract or DoSO
- b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
- c) where the information was provided under an understanding that it would remain confidential.

“Conflicts of Interest” means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier’s performance of the Contract or DoSO as relevant.

“Contract” means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

“Contract Details Schedule” means the section in a Contract issued under the DoSO with the heading ‘Contract Details Schedule’.

“Contract Manager” means the ‘Contract Manager’ for the Customer or Supplier representative (as relevant) specified in the Contract.

“Contract Price” means the maximum 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 includes any purchase order number or other Customer reference advised by the Customer’s Contract Manager and the name and specified contact details of the Customer’s Contract Manager
- b) relates only to the Goods and/or Services that have been accepted by the Customer in accordance with the Contract or a payment or milestone schedule identified in the Contract
- c) is correctly calculated and charged in accordance with the Contract
- d) is for an amount which, together with 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 the party specified in the Contract as the Customer.

“Deed of Standing Offer” or **“DoSO”** means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

Commonwealth Contracting Suite Glossary and Interpretation

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

“DoSO Manager” means the ‘DoSO Manager’ for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

“Electronic invoicing” or **“eInvoicing”** means the automated exchange of invoices directly between the Customer and Supplier’s software or financial systems via the Peppol network, as long as both Parties are Peppol eInvoicing enabled.

“Eligible Data Breach” means an ‘Eligible Data Breach’ as defined in the *Privacy Act 1988* (Cth).

“End Date” means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

“Fraud” means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

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

“Goods and/or Services” means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,

as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

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

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

“Indigenous Procurement Policy” means the procurement connected policy as described at the National Indigenous Australians Agency website <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>.

“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, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

“Lead Customer” means the party specified in the DoSO as the Lead Customer.

“Material” means any material used or 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 or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

“Peppol” means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website <https://softwaredevelopers.ato.gov.au/eInvoicing>.

“Party” or **“Parties”** means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.

“Personal Information” means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

“Potential Customer” means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

“Potential Supplier” means any entity who is eligible to respond to an ATM.

“Pricing Schedule” means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

“Public Interest Certificate” means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

“Referenced Material” means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

“Request for Quote” or **“RFQ”** means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

Commonwealth Contracting Suite Glossary and Interpretation

“Required Capabilities” means:

- a) in the DoSO ATM, the description of the Lead Customer’s required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
- b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

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

- a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading ‘The Requirement’
- b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading ‘The Requirement’, or
- c) for the purposes of the Commonwealth Purchase Order Terms, the Customer’s purchase order or similar ordering document setting out the Goods and/or Services.

“Response” means information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

- a) provide the Requirement under the ATM or Request for Quote, or
- b) meet a Required Capability under the DoSO ATM.

“Satisfactory” in relation to the Shadow Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.

“Shadow Economy Policy” means the *Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-t369466>.

“Significant Event” means:

- a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
- b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth’s reputation.

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

“Standing Offer Arrangement” means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

“Standing Offer Details” means the section of the DoSO with the heading ‘Standing Offer Details’.

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

“Statement of Tax Record” means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

“Statement of Work” means the section or schedule of the Contract (as the case may be) with the heading ‘Statement of Work’.

“Subcontractor” means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

“Supplier” means a party specified in the Contract or the DoSO as the Supplier.

“Valid” in relation to the Shadow Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Shadow Economy Policy.

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and
- g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

Clause Reference	Section / Part	CCS Document
A.A.[x]	Statement of Requirement	CCS Approach to Market (ATM)
A.B.[x]	Commonwealth Approach to Market (ATM) Terms	
A.C.[x]	Additional Contract Terms	
C.A.[x]	Statement of Work	Commonwealth Contract
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	
P.C.[x]	Commonwealth Purchase Order Terms	Commonwealth Purchase Order Terms
D.A.[x]	CCS DoSO ATM	CCS Deed of Standing Offer (DoSO)
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – 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 Interpretation
- 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 Net Zero Economy Authority (ABN 47465420890) by its duly authorised delegate	
Signature of Delegate:	
Printed Name:	
Position:	
Date:	
Signature of Witness:	
Printed Name of Witness:	
Executed by Karuah Enterprises Pty Ltd (ABN 67 117 718 171) in accordance with Section 127 of the <i>Corporations Act 2001</i> :	
Signature of Director/Company Secretary:	
Printed Name:	
Position:	
Date:	
Signature of Director/Company Secretary:	
Printed Name of Witness:	

Conflict of Interest Policy

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Version	Date of Approval	Description of change(s)	Authorisation
1.0	December 2024	First edition	NZEA Board

Purpose

1. This policy sets out the requirements that all Net Zero Economy Authority (Authority) officials, comprising Board members, the Chief Executive Officer, Authority employees and secondees must comply with to support the effective management of conflicts of interest in relation to their public duties, responsibilities, powers and functions.
2. The policy also applies (as indicated below) to third parties, such as contractors and consultants engaged by the Authority.
3. The policy reflects obligations on Authority officials pursuant to the *Net Zero Economy Act 2024*, the *Public Governance, Performance and Accountability Act 2013*, the *Public Service Act 1999* (PS Act) and the APS Code of Conduct.
 - a. The PGPA Act requires that officials of a Commonwealth entity disclose details of any material personal interests that relates to the affairs of the entity.
 - b. The APS Code of Conduct requires that all APS employees and Statutory Office Holders (which includes the Board and CEO) take reasonable steps to avoid any conflict of interest, real or apparent, in connection with their role.
 - i. Undisclosed real or apparent conflicts of interest may constitute a breach of the APS Code of Conduct. A breach of the Code of Conduct can result in one or more sanctions under subsection 15(1) of the PS Act, up to and including termination of employment. Criminal proceedings may also be initiated for more serious conflict of interest breaches.
 - c. Additionally, for Board members of the Authority and the CEO, failure to disclose material personal interests is potential grounds for termination of appointment under the NZEA Act (and PGPA Act, in the case of Board members).
4. This policy may be supplemented by other policies that establish more specific requirements for managing conflicts of interest in the context of particular activities, such as procurement, recruitment, and grants program delivery.
5. Officials of the Authority may also be required to disclose interests as a part of security clearance processes. These processes are distinct from conflict of interest management arrangements and are focused on suitability to access sensitive information.
6. Section A of this policy includes generally applicable requirements. Section B relates to Board members and the CEO specifically, and Section C to Authority employees, secondees, contractors, and consultants.

PART A – GENERALLY APPLICABLE REQUIREMENTS

Definitions used in this policy

7. A *conflict of interest* refers to an interest, relationship, situation or arrangement where an official's personal interests may actually, or be perceived to, compromise their public duties, responsibilities and/or powers.
8. A *real* conflict of interest occurs when an official's personal interests conflict with their public duties, and this improperly influences the performance of duties.
9. An *apparent* conflict of interest where it appears that an official's personal interests could improperly influence the performance of his or her duties but this is not in fact the case. The appearance of a conflict can be just as damaging to public confidence as a real conflict.
10. A *potential* conflict of interest is a situation where an official has a personal interest that could conflict, or be perceived to conflict, with their public duties (i.e. give rise to an actual or perceived conflict of interest). Refer to examples at **Attachment A**.
11. A *material personal interest* is a personal interest that can give rise to a real or apparent conflict of interest. Personal interests do not give rise to a conflict of interest unless there is a real or sensible possibility of conflict and not simply a remote or theoretical possibility of conflict. If no reasonable person could draw a connection between the official's personal interest and their duties, then the personal interest is not 'material'.
12. *Personal* (in the context of a 'personal interest') includes private and professional interests.
13. *Authority officials* comprise the Board members, the Chief Executive Officer, Authority employees and secondees.

Principles and expectations applying to the management of conflicts of interest

14. Identifying and avoiding, or where this is not possible, disclosing and managing, material personal interests is a continuous obligation. This is intended to mitigate the risk of:
 - a. an official discharging a duty, responsibility, function or power in a way that is tainted by a direct or indirect personal interest, or
 - b. any perception of impropriety.
15. Officials are expected to take an open, proactive and transparent approach to the identification and disclosure of material personal interests, consistent with the highest standards of integrity, and err on the side of declaring all interests that could constitute material personal interests.

16. The [Department of Finance Resource Management Guidance 203](#) states:

The overriding principle for a declaration of a material personal interest should be: if in doubt, declare the interest in accordance with the appropriate process. Taking this step should protect both the official and the Commonwealth entity.

Support Available

17. The Governance and Legal Team of the Authority is available to provide support and advice on the requirements of this policy, and will maintain an arrangement with an external probity adviser. This service will be available where there is a business case for seeking external advice or assurance on a conflict of interest matter. Access to the external probity adviser is managed by the Governance and Legal Team.
18. The [APSC Ethics Advisory Service](#) is also available to provide advice on ethical issues in an APS context. While the APSC Service cannot provide advice on specific elements of this Policy, it can assist with options, considerations, and strategies to help Authority officials work through ethical issues and dilemmas, and to assist them to make sound judgements and choices.

Consequences of non-compliance with this policy

19. Undisclosed real or apparent conflicts of interest may constitute a breach of the APS Code of Conduct. A breach of the Code of Conduct can result in one or more sanctions under subsection 15(1) of the PS Act, up to and including termination of employment. Criminal proceedings may also be initiated for more serious conflict of interest breaches.
20. Additionally, for Board members of the Authority and the CEO, failure to disclose material personal interests is potential grounds for termination of appointment under the NZEA Act (and PGPA Act, in the case of Board members).

PART B - BOARD MEMBERS AND THE CHIEF EXECUTIVE OFFICER

Disclosure of interests

21. All Board members and the Chief Executive Officer (CEO) must disclose details of all material personal interests that relate to the affairs of the Authority.¹ Without limiting what must be disclosed, Board members and the CEO are expected to disclose:
 - a. positions held at other companies or organisations, whether paid or not, and
 - b. interests of immediate family members where those interests influence, or could be seen to influence, the Board member/CEO's performance of their duties.

Note: 'Immediate family members' covers spouses and dependent children, and may also cover other relatives and close friends who live with the employee or with whom the Board member/CEO has a dependent relationship.
22. The disclosure by Board members and the CEO must include details of the nature and extent of the material personal interest.
23. Initial disclosures will be made as part of the appointment process. The Board Secretary will facilitate regular review and updating of disclosures.
 - a. In the context of each meeting, Board members will be asked to review and affirm or update their declared interests.
24. Disclosures (including updates) must be made to the Minister responsible for the NZEA Act. The Board Secretary will coordinate this on behalf of the Board and CEO.
25. Board members and the CEO must update their disclosure statements whenever there is a change in material personal interests (including new interests, and a change in the nature or extent of an already declared interest).
26. The responsible Minister may set terms and conditions of appointment, including in relation to the management of material personal interests.
27. In accordance with section 43 of the NZEA Act, unless the responsible Minister gives approval, the CEO must not engage in other paid employment, regardless of whether an actual or perceived conflict exists.

¹ Subsection 29(1) of the PGPA Act; and Statutory office holders under the PS Act are required to comply with the Australian Public Service (APS) Code of Conduct, which includes an obligation to 'take reasonable steps to avoid any conflict of interest (real or apparent) and disclose details of any material personal interest'

28. To support public confidence in the operations of the Board and Authority, the Board Secretary will facilitate publication of a register of interests of Board members and the CEO on the Authority's website.

Disclosure of incidents that may give rise to conflict of interest issues

29. In addition to disclosing material personal interests, Board members and the CEO must report one-off incidents that may give rise to actual or perceived conflicts of interest, such as gifts, hospitality, sponsored travel, speaking fees, awards, or other material benefits received or offered to them that are:
- a. offered in association with their role as board member or CEO, and
 - b. valued at over \$AUD100.00 (excluding GST).
30. Disclosure of such incidents should be made to the Board Secretary, who will ensure the incident is recorded by the Secretariat and managed in accordance with the Authority's Gifts and Benefits policy. Where appropriate, such incidents will be added to the member's/CEO's disclosed interests.

Management of material personal interests

31. The Board Secretary will maintain a register of the material personal interests disclosed by Board members and the CEO, and any arrangements for the management of such interests that have been agreed by the responsible Minister or Board. The register will be shared with all board members and the CEO.
32. In developing the agenda for each meeting (and for out of session business), the Board Secretary will:
- a. make an assessment, based on the register of interests, on whether any Board members have a potential conflict of interest with any of the specific matters proposed for consideration by the Board, and
 - b. ask Board members to do the same – both in relation to their own interests, and to the material personal interests of other board members disclosed in the register of interests.
33. If any potential conflicts of interest are identified:
- a. the issue will be drawn to the attention of the Board for consideration and resolution on handling (either at the meeting or prior), and
 - b. the Chair or CEO may withhold, from the Board member in question, Board papers and other information that might trigger the potential conflict of interest, until the matter has been considered by the Board.

34. If the Board determines that a Board member does have a material personal interest in a matter proposed for consideration by the Board (whether at a meeting or out of session), then the Board member must:
- a. not be present when the Board is discussing or deliberating on the matter (including out of session proceedings), and
 - b. not take part in any Board decision / vote / resolution with respect to the matter.
- unless:
- c. the Board determines that the member in question may be present for the discussion and/or participate in a decision / vote / resolution on the matter, and the decision is recorded in the minutes, including the reason why, or
 - d. the responsible Minister has declared, in writing, that the member may be present and/or participate in a decision / vote / resolution on the matter on the grounds set out in the PGPA Rules, namely:
 - I. necessary to achieve a quorum; or
 - II. the matter needs to be dealt with urgently; or
 - III. there is a compelling reason for the matter being dealt with at the meeting.
35. The Board member with a potential conflict of interest may, at the Chair's discretion, participate in the Board's discussion of the matter, but may not participate in the decision of the Board on how the matter is to be managed.
36. If the Board Chair has a potential conflict of interest, the remaining Board members will appoint one of themselves to preside over the discussion and resolution of the issue.
37. The Board Secretary is responsible for ensuring Board resolutions on the management of conflicts of interests are recorded in the minutes of meetings, and in other official records where business is conducted out of session.

PART C - ARRANGMENTS APPLYING TO AUTHORITY EMPLOYEES, SECONDEES AND THIRD PARTIES

Disclosure of interests

38. All Authority employees, secondees to the Authority, and people working for the Authority under a labour hire arrangement (i.e. contractors and consultants), must disclose any material personal interests associated with the work of the Authority. This obligation will be implemented in the following ways:
 - a. All SES employees of the Authority must complete a declaration of interest within 30 days of commencement and then update it annually.
 - b. Employees and secondees directly involved in the administration of a procurement, recruitment or grants process must complete a declaration of interests at the start of the process.
 - c. At the discretion of the responsible SES employee, employees involved in a project or workstream where proactive disclosure of interests is warranted must complete a declaration of interests – e.g. a project involving commercial transactions, a workstream involving regulatory/statutory responsibilities.
 - d. Employees involved in, or wishing to undertake, outside employment, whether paid or unpaid (see below) must complete a declaration of interests before commencing the outside employment.
 - e. In all other cases, employees, secondees and labour hire contractors have an obligation to disclose material personal interests if and when they arise, and can elect to proactively complete an annual declaration of interests.
39. Disclosures should include the interests of immediate family members where those interests influence, or could be seen to influence, the performance of duties. ‘Immediate family members’ covers spouses and dependent children, and may also cover other relatives and close friends who live with the person, or with whom the person has a dependent relationship.
40. Consultants and other external service providers engaged by the Authority may be required to complete a declaration of interests potentially relevant to the project or workstream they are contracted to undertake. The Governance and Legal Team can provide advice in this respect.
41. Declarations of interests must be made in the form provided by the Governance and Legal Team.
42. Approved declarations of interest must be provided to the Governance and Legal Team, which will:
 - a. maintain a register of declared interests
 - b. where appropriate, provide enterprise-level advice to the Authority Executive and CEO on the management of conflicts of interest, and

- c. ensure disclosures are handled in accordance with the Australian Privacy Principles in the *Privacy Act 1988*. Declarations must be held securely in electronic document management systems with access limited on a need to know basis.
43. If a conflict of interest is identified and assessed as requiring management, the management arrangements will set out the details, the determination and appropriate strategies to be implemented to manage the interest, relative to the nature and seriousness of the conflict, in order to prevent any perception that the conflict influenced any relevant decision. This may involve:
- a. reassignment to other duties until the conflict of interest is resolved
 - b. separation barriers being established to manage or mitigate the conflict, or
 - c. excluding from further participation in specific Authority activities.

Reporting of gifts, hospitality and other benefits

44. All Authority employees, secondees and people working for the Authority under a labour hire arrangement must report one-off incidents that may give rise to actual or perceived conflicts of interest, such as gifts, hospitality, sponsored travel, speaking fees, awards, or other material benefits offered or received in association with their role.
- a. A Gifts and Benefits Policy will be established and maintained, providing details on requirements and processes.
45. Where practicable, any offer of a gift, hospitality etc should be discussed with the relevant EL2 or SES manager prior to accepting the offer.
46. Reporting must be made to the relevant EL2 or SES manager and the Governance and Legal Team, who may determine that a declaration of interest form should be completed.

Engaging in outside work

47. Authority employees who wish to engage in work outside of the Authority (paid or unpaid) must seek prior written approval from their Branch Manager before undertaking the work.
48. The request for approval must clearly identify the nature of work likely to be undertaken to enable an assessment of any actual, perceived or potential conflict of interest that the outside work has / may have with the employee's duties and/or the Authority's business.
49. If the request is approved, a conflict of interest declaration must be completed, as set out above.
50. If the Branch Manager refuses the employee's request, or proposes conditions that the employee considers are not acceptable, the employee may request a review of the decision by the Chief Operating Officer. If the Branch Manager in question is the Chief Operating Officer, the issue will be handled by the CEO.

Attachment A

Examples of areas where material personal interests might arise

Note: this list is provided to support officials to consider whether an interest should be disclosed. The existence or disclosure of an interest does not necessarily mean there is a conflict of interest. This policy encourages a pro-disclosure approach – that is, where there may be a material personal interest, officials are encouraged to disclose it, so that the potential for a conflict of interest can be considered, and if needed, managed.

- Relationships with individuals known or suspected to be involved in criminal and/or illegal activity.
- Family or other relationships with clients, contractors or other staff working with the Authority or an applicant for a position with the Authority.
- An intimate relationship (e.g. a romantic or domestic relationship) with clients, contractors or other staff working with the Authority or an applicant for a position with the Authority.
- Current or prior employment with individuals or businesses engaged by the Authority.
- Real estate investments in areas/regions impacted by the work of the Authority.
- Shareholdings, business ownership or an interest in industries or business impacted by the work of the Authority.
- Lobby groups to government, including both membership and board positions.
- Involvement with the governing bodies of other government, non-government and not-for profit organisations (e.g. membership or association with related special interest groups).
- Trust or nominee company trustee, director or partnerships.
- Other significant sources of income.
- Paid, unpaid or voluntary outside employment that interacts or may interact with the functions of the Authority.
- Professional positions (including honorary or adjunct appointments).
- An interest in a business or undertaking that may be engaged by the Authority.
- Paid, unpaid or voluntary outside work including participation in and/or publishing journal articles and academic publications.
- Political activities.
- Other significant sources of income.
- Gifts, benefits and hospitality received or provided.



DEED OF CONFIDENTIALITY

DEED OF CONFIDENTIALITY IN RELATION TO THE ENERGY INDUSTRY JOBS
PLAN STATUTORY REVIEW

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DEED OF CONFIDENTIALITY

Date

This Deed is made on XX June 2025

Parties

This Deed is made by:

1. Emeritus Professor Roy Green AM, engaged through Karuah Enterprise Services Pty Ltd (ABN 67 117 718 171), of S 47F (Confidant)
in favour of and legally enforceable by:
2. The Commonwealth of Australia represented by the Net Zero Economy Authority 47 465 420 890 of Charles Perkins House, Ground Floor/16 Bowes Pl, Phillip ACT 2606 (the Authority).

Context

This Deed is made in the following context:

- A. The Authority was established as a Commonwealth Statutory Authority on 11 December 2024.
- B. Emeritus Professor Roy Green AM was engaged on XX June 2025 to undertake a statutory review of the Energy Industry Jobs Plan as provided under Part 5 of the *Net Zero Economy Authority Act 2024 (Cth)*.
- C. The parties are seeking to share information pertaining to a procurement being undertaken by the Authority. In doing so, the Confidant may require access to the Authority's Confidential Information.
- D. The Authority is willing to provide access to necessary Confidential Information to the Confidant strictly for the Purpose and in accordance with this Deed.

Operative provisions

By this Deed the Confidant covenants and agrees as follows.

1. Interpretation

- 1.1. In this Deed, unless the contrary intention indicates otherwise:

Approved Personnel	means the natural persons, set out in Schedule 1 and any additional natural persons otherwise agreed in writing by the Authority, who may access the Confidential Information.
Australian Privacy Principle	has the same meaning it has in the Privacy Act.

Confidential Information	means any written or oral information, documents and data that is: a. identified in Schedule 3; and/or b. reasonably designated in any way by the Authority or its owner as confidential; and/or a. which the Confidant knows or ought to know is confidential, and may include, but is not limited to: b. financial information; c. contract details; d. agreements with third parties; and e. consumer information, that is provided by the Authority to the Confidant or that the Confidant otherwise accesses or becomes aware of.
Copy	means any document, device, article or medium in which Confidential Information is, or may be, embodied, whether directly or indirectly.
Deed	means this deed of confidentiality and includes all schedules and attachments to this deed.
Eligible Data Breach	has the same meaning as it has in the Privacy Act.
Privacy Act	means the <i>Privacy Act 1988</i> (Cth).
Purpose	means to enable consideration of policy context as part of the Energy Industry Jobs Plan Statutory Review, including through provision of Confidential Information, while managing operational risks to the Energy Industry Jobs Plan and maintaining compliance with the Authority's information management obligations.

2. Confidentiality

- 2.1. The Confidant must use the Confidential Information only as is legitimate and necessary for the Purpose and strictly in accordance with this Deed.
- 2.2. The Confidant will not, without the prior written authorisation of the Authority, disclose any Confidential Information to any person, other than Approved Personnel who require access for the Purpose, unless the disclosure is required by law. In giving its authorisation, the Authority may notify the Confidant of conditions on the disclosure and the Confidant must comply with these conditions.

- 2.3. Where the Confidant is required by law to disclose the Confidential Information, the Confidant must:
- use his or her best endeavours to notify the Authority prior to disclosing the Confidential Information;
 - provide full details of the relevant legal requirement and information to be disclosed; and
 - take any reasonable action requested by, and reasonably cooperate with any action taken by, the Authority to challenge, prevent or limit such disclosure.
- 2.4. The Confidant must ensure that, prior to disclosing any Confidential Information to any of the Approved Personnel, the Approved Personnel have given a written undertaking in the form attached at Schedule 2 relating to the use and non-disclosure of Confidential Information.
- 2.5. The Confidant agrees to secure all Confidential Information against loss and unauthorised access, use, modification or disclosure.
- 2.6. The Confidant agrees to implement security procedures to ensure that it meets its obligations under this Deed and will provide details of these procedures to the Authority on request.

3. Exceptions to confidentiality obligations

- 3.1. The obligations of a party under clause 2 will not be taken to have been breached to the extent that Confidential Information:
- is disclosed by the Confidant to their personnel solely in order to comply with their obligations, or to exercise their rights, under this Deed;
 - is disclosed by the Confidant to their internal management personnel, solely to enable effective management or auditing of their Deed related activities;
 - is required by law to be disclosed;
 - is in the public domain otherwise than due to a breach of this Deed by the Confidant.
- 3.2. Where a party to this Deed discloses Confidential Information under clause 3.1 it must advise the recipient that the information is confidential.
- 3.3. Clauses 3.1 and 3.2 do not limit the operation of clause 2.3.

4. Privacy

- 4.1. The Confidant agrees, in relation to the use of the Confidential Information, to comply with:
- its obligations under the Privacy Act and not to otherwise do any act or engage in any practice which, if done or engaged in by the Authority, would be a breach of an Australian Privacy Principle under the Privacy Act; and

- b. any directions, guidelines, determinations or recommendations of the other party or the Commonwealth of Australia to the extent that they are consistent with the obligations referred to in clause 4.1.a.
- 4.2. If the Confidant becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Confidential Information held by the Confidant as a result of this Deed, the Confidant agrees to:
 - a. notify the Authority in writing as soon as possible, which must be no later than within 3 days; and
 - b. unless otherwise directed by the Authority, carry out an assessment in accordance with the requirements of the Privacy Act.
- 4.3. Where the Confidant is aware that there are reasonable grounds to believe there has been, or where the Authority notifies the Confidant that there has been, an Eligible Data Breach in relation to any Personal Information held by the Confidant as a result of this Deed, the Confidant must:
 - a. take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;
 - b. unless otherwise directed by the Authority, take all other action necessary to comply with the requirements of the Privacy Act; and
 - c. take any other action as reasonably directed by the Authority.
- 4.4. The Confidant agrees to notify the Authority immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 4.

5. Dealing with Copies

- 5.1. The Confidant agrees, immediately upon request by the Authority, to deal with all Copies as directed by the Authority, subject to any legal requirement binding on the Confidant.

6. Confidant's obligations

- 6.1. The Confidant agrees to notify the Authority immediately, and provide full details, if the Confidant is aware or reasonably suspects that:
 - a. Confidential Information has, or might have been, accessed, used, modified or disclosed in any way other than as permitted under this Deed; or
 - b. there has been any other breach of this Deed.
- 6.2. The obligations arising out of this Deed are in addition to any obligations of confidence at common law or equity.

7. Period of confidentiality

- 7.1. Except as otherwise may be agreed by the parties in writing or as otherwise provided in this Deed, all Confidential Information shall remain subject to the

requirements of this Deed until it becomes available from a legal public source without restriction.

8. Survival

- 8.1. This Deed will survive the termination or expiry of any deed, agreement or arrangement of any kind between the Authority and the Confidant relating to the Purpose.

9. Compliance with Legislation

- 9.1. Without limiting anything contained in this Deed, the Confidant acknowledges that it is aware of the following legislative provisions which may have application to its handling of Confidential Information:
- a. Division 122 of the *Criminal Code* (Cth);
 - b. Section 91.1 and Part 10.7 of the *Criminal Code* (Cth);
 - c. Privacy Act;
 - d. *Freedom of Information Act 1982* (Cth)

10. Applicable law

- 10.1. This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.
- 10.2. The Confidant submits to the jurisdiction of the court of the Australian Capital Territory.

SIGNED, SEALED AND DELIVERED
by: Emeritus Professor Roy Green
AM

Emeritus Professor Roy Green AM

Signature

In the presence of:

^Name of witness^

Signature of witness

SCHEDULE 1 APPROVED PERSONNEL

1. Approved Personnel (Clause 1.1)

The following persons are Approved Personnel for the purposes of this Deed of Confidentiality. The position held by the nominated person, and the organisation that employs that person must also be listed:

Approved Personnel	Position	Organisation
Roy Green AM	Emeritus Professor	Karuah Enterprise Services Pty Ltd

s 47C

SCHEDULE 2 CONFIDENTIALITY UNDERTAKING

Date

This Undertaking is dated ^day (numeric) month (name) year^.

Parties

This Undertaking is provided by:

Emeritus Professor Roy Green AM of s 47F the Recipient)

Context

This Undertaking is provided in the following context:

- A. The Recipient may require access to Authority Confidential Information in relation to the Purpose as a result of the Deed of Confidentiality between the Confidant and the Authority.

Operative provisions

The Recipient provides the undertakings set out below in respect of all Confidential Information to which the Recipient has or will have access.

1. Interpretation

- 1.1. In this Undertaking, unless the contrary intention indicates otherwise:

Agency	means the Net Zero Economy Authority.
Approved Personnel	means the natural persons who are listed in Schedule 1 of the Deed of Confidentiality, and includes any revised list agreed by the parties to the Deed of Confidentiality and notified to the Recipient.
Commonwealth	means the Commonwealth of Australia.
Confidant	Karuah Enterprise Services Pty Ltd
Confidential Information	has the same meaning as in clause 1 of the Deed of Confidentiality.
Deed of Confidentiality	means the deed of confidentiality between the Confidant and the Authority dated [.....].
Purpose	has the same meaning as in clause 1 of the Deed of Confidentiality.
Recipient	means Emeritus Professor Roy Green AM.

Undertaking

means this Confidentiality Undertaking.

2. Recipient's obligations

- 2.1. The Recipient agrees that they are aware of:
- a. the provisions and effect of the Deed of Confidentiality; and
 - b. the details of the Approved Personnel specified in Schedule 1 to the Deed of Confidentiality.
- 2.2. The Recipient undertakes to deal with the Confidential Information in accordance with the requirements of the Deed of Confidentiality. In particular, the Recipient agrees not to do any act or fail to do any act, which act or failure to act if done by the Confidant, would result in a breach of the Deed of Confidentiality.

3. Survival

- 3.1. This Undertaking will survive the termination or expiry of any deed, agreement or arrangement of any kind between the Authority and the Confidant relating to the Purpose.

4. Applicable law

- 4.1. This Undertaking is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.

EXECUTED as a Deed Poll

SIGNED SEALED AND DELIVERED by:

[^]insert name of nominated person[^]

Name

In the presence of:

Name of Witness

.....

.....

Signature

Signature

.....

.....

SCHEDULE 3 CONFIDENTIAL INFORMATION

Not used.

OFFICIAL: SENSITIVE

Statement of work

Energy Industry Jobs Plan Review

Purpose

The *Net Zero Economy Authority Act 2024* (the Act) established the Net Zero Economy Authority (Authority) and the Energy Industry Jobs Plan (EIJP).

The EIJP, established by Part 5 of the Act, is intended to provide a framework of supports employees of eligible coal- and gas-fired power stations and dependent businesses to transition to new employment as these facilities are retired.

- Employers covered by the EIJP are required to provide baseline supports to eligible workers, including training, financial and career advice, and flexible work arrangements or paid leave to access these supports.
- Processes facilitated by the Authority will be deployed to help connect workers with new roles provided by local employers, including support from local EIJP Coordinators, a dedicated jobs board, and on boarding incentives.

As per section 68 of the Act, the CEO must conduct, or cause to be conducted, a review into the operation of Part 5:

- Subsection 68(3) of the Act states that the CEO must conduct, or cause to be conducted, a review into the operation of Part 5, including consideration of whether any amendments to that Part are desirable.
- Subsection 68(4) provides that the CEO must ensure that the review is completed within 12 months of the day on which section 68 commenced (i.e. the review must be completed by the end of 10 December 2025).
- Subsections 68(5) and 68(6) of the Act state that the responsible Minister must be provided with a written report of the review.

The purpose of the procurement is to engage the services of an eminent expert to undertake the review and deliver a written report.

The Authority will support the eminent expert to conduct the review.

OFFICIAL: SENSITIVE

Key objectives include:

- Complete the review of the EIJP by 10 December 2025 in line with the terms of reference and statutory requirements
- Ensure stakeholders are adequately consulted and provided opportunities to be heard
- Build an evidence base to benchmark progress of the EIJP and inform policy development
- Deliver a written report of the review which informs future policy development and evaluation.

Scope and timing

The CEO has determined the scope and matters to be consider the review (see Terms of Reference at **Attachment A**). The review will commence in July and the final written report must be delivered by 10 December 2025.

Agency material

The Authority will provide a range of materials to brief the reviewer and inform the review. Some materials may be classified as “in confidence” and others will be resources that can be utilised in consultation and in the final report. The Authority will require a deed of confidentiality to ensure the reviewer can be informed of all relevant information while ensuring the Authority remains compliant with its information management obligations including under the *Criminal Code (Cth)*, *Privacy Act 1988 (Cth)* and *Freedom of Information Act 1982 (Cth)*.

Key deliverables

- Deliver a review of Part 5 in accordance with section 68 of the Act and the Terms of Reference. This would include:
 - identifying the effectiveness (including the likely effectiveness) of Part 5 and include consideration of whether any amendments to this Part are desirable (because, for example, there are unintended consequences of the legislative framework).
 - collaborating with the Authority staff to finalise project planning and agree to consultation, communication and data collection strategies
 - consulting with key stakeholders utilising a range of channels, including seeking online submissions, consulting with peak bodies and representative groups, and travelling for in-person consultation in regional areas
 - working with the Authority staff to draft and finalise a written report containing findings and recommendations within the Terms of Reference
 - delivering the final written report to the CEO and the Minister by 10 December 2025.

Terms of Reference

Terms of Reference – Statutory Review of Part 5 of the *Net Zero Economy Authority Act 2024*

Context

The *Net Zero Economy Authority Act 2024* (the Act) commenced in December 2024, establishing the Net Zero Economy Authority (Authority) and the Energy Industry Jobs Plan (EIJP). The objects of the Act include ensuring that Australia's regions, communities and workers are supported to manage the impacts, and share in the benefits, of Australia's transition to a net zero emissions economy.

Most of Australia's coal-fired power stations, and some gas-fired power stations, have announced expected closure dates over the coming decades. The retirement of ageing energy assets will cause significant economic and workforce changes, particularly in Australia's industrial regions. Accordingly, the EIJP was designed to promote a coordinated response to these changes by ensuring that workers directly impacted by power station closures and workers in some dependent businesses in their supply chains (such as coal mines) have the right supports, skills and opportunities to access new employment. The intent is to provide these supports well ahead of facility closures to give people more time to prepare for new employment and to avoid the adverse impacts experienced by communities from previous unplanned closures.

Legislative scope and framework

The EIJP provisions are set out in Part 5 of the Act. The implementation of this Part realises Parliament's intention to build a world-leading and consistent approach to worker support in the context of the energy transition while recognising the individual circumstances of each business. The legislative framework targets the EIJP to closures where it is most needed.¹ The model "reflects the outcomes of detailed consultations with employee and employer groups. [It is] about supporting workers on the front line of the energy transition."²

Parliament intended for this framework to operate within the existing workplace relations framework. Likewise, the intent is not to set up separate reporting obligations to announce closure dates, but rather to link to existing obligations and reporting methods (such as under electricity rules or notices to the Australian Stock Exchange).³

The EIJP framework enables the Authority to identify, and the Fair Work Commission (FWC) to determine, which employers and workers would benefit from the application of the EIJP provisions. Part 5 of the Act is administered by the CEO of the Authority. Under this Part, the CEO may undertake a process (i.e. the community of interest process set out in section 55) to

¹ Revised Explanatory Memorandum, *Net Zero Economy Authority Act 2024*, p.42

² Second Reading Speech, delivered by the Hon Patrick Gorman MP, Assistant Minister to the Prime Minister, on Wednesday, 27 March 2024

³ Revised Explanatory Memorandum, *Net Zero Economy Authority Act 2024*, p. 19

assess whether the EIJP is needed for an upcoming closure (i.e. through an application for a community of interest determination under section 56). The process includes consultation with key stakeholders including employers, employee organisations, employer organisations and community groups. After completing the process, the CEO may apply to the FWC to make a determination (i.e. under section 57 of the Act). In this application, the CEO must have regard to various matters, including factors that could impact the employment outcomes of workers, and the impact on the broader community, after the closure. The CEO of the Authority and FWC are required to consider existing industrial arrangements and supports, among other things, when deciding how the legislative framework applies to a particular power station closure.

Where the CEO decides to apply to the FWC for a community of interest determination, and the FWC makes a determination, closing power stations and dependent employers specified in that determination will have legislated obligations under Part 5 of the Act to support their employees to seek and obtain new employment, including access to training, career planning and financial advice. The legislative framework specifies the types of support that participating employers must provide to their employees and establishes pathways for employers and unions to clarify what actions the employer must take for employers to meet their obligations.

Since the Act commenced on 11 December 2024, the Authority has applied Part 5 of the Act in three separate instances:

- On 19 December 2024, the Authority's CEO exercised statutory discretion to not undertake a community of interest process under Part 5 for the closure of Muja C Unit 6 in Collie, Western Australia. This decision was informed by significant consultation and took into account that the closure of the unit would not result in any involuntary redundancies in the broader Muja Power Station or within its supply chain.
- On 13 January 2025, the CEO announced a community of interest process under Part 5 of the Act for Torrens Island B Power Station in Adelaide, South Australia, which is scheduled to close in June 2026.
- On 27 May 2025, the CEO announced a community of interest process under Part 5 of the Act for Eraring Power Station in Lake Macquarie, New South Wales, which is scheduled to close in August 2027.

In relation to Torrens Island B and Eraring power stations, the community of interest processes will support the CEO to decide whether to make an application to the FWC for a community of interest determination for either closure. The Authority will announce the outcome of these processes as soon as practicable.

Upcoming closures where the EIJP provisions in Part 5 of the Act may apply include Collie Power Station in Western Australia scheduled to close in October 2027 and Yallourn Power Station in Victoria scheduled to close in June 2028.

Legislative basis for the Review

Subsection 68(3) of the Act states that the CEO must conduct, or cause to be conducted, a review into the operation of Part 5, including consideration of whether any amendments to that Part are desirable. Subsection 68(4) provides that the CEO must ensure that the review is completed within 12 months of the day on which section 68 commenced (i.e. the review must be completed by the end of 10 December 2025).

Subsections 68(5) and 68(6) of the Act state that the responsible Minister must be provided with a written report of the review. Under subsection 68(7), the Minister must then table a copy

of the report in each House of Parliament within 15 sitting days of that House after the report is given to the Minister.

Matters to be considered by the Review

The review will seek to identify the effectiveness (including the likely effectiveness) of Part 5 and include consideration of whether any amendments to this Part are desirable (because, for example, there are unintended consequences of the legislative framework).

Noting some provisions in Part 5 may not have been used due to the timing of the review, this will necessarily limit the assessment of their practical operation.

1. The review will assess whether the following aspects of Part 5 are operating, or are expected to operate, as the Parliament intended:
 - 1.1. The definitions of employers (closing, dependent and receiving) and transition employees, and how trigger notices and geographic areas are specified (sections 6-9 of the Act).⁴
 - 1.2. The community of interest process outlined in section 55 of the Act, including the expression of interest for employers who may offer impacted workers new employment, the application process for a community of interest determination outlined in section 56, and the process in section 57, which provides for the FWC to make a community of interest determination.
 - 1.3. Obligations applying to closing and dependent employers specified in a community of interest determination, as outlined in sections 58 and 59 of the Act.
 - 1.4. Processes available to employers, employee organisations, workers and the CEO of the Authority for the FWC to determine actions that closing or dependent employers must take to meet their obligations, as outlined in sections 60, 61 and 62 of the Act, and the dispute resolution process in section 61A.
 - 1.5. The Energy Industry Worker Redeployment Advisory Group established under section 63, and whether the group is undertaking its role as set out in the Act.
 - 1.6. Information management provisions under sections 64, 65 and 66, including whether these provisions have worked as intended where the CEO has relied on them to require or inspect information or documents, or to provide information to employers.
 - 1.7. Enforcement, compensation, injunction and costs provisions under sections 67, 67A, 67B, 67C.
 - 1.8. The CEO's promotion of compliance with Part 5 under section 68, including through the provision of education, assistance, advice and information to closing, dependent and receiving employers and employees of those employers, and whether the CEO has monitored compliance with Part 5.
2. The review will also assess the merit and timing of future reviews of the operation of Part 5 and associated redeployment supports provided by the Authority.

Out of scope

⁴ These definitions are not located in Part 5 of the Act but are relevant to how Part 5 operates.

The review will not consider changes to or make recommendations on:

- Parts of the Act outside of Part 5 and not directly related to the operation of Part 5
- The operation of the *Fair Work Act 2009*
- The broader operation of the Fair Work Commission
- Other Commonwealth legislation (e.g. relating to energy, resources or industrial facilities)
- The administered funding appropriated to the Authority to establish redeployment pools

Process and timing

The Authority CEO has appointed Emeritus Professor Roy Green AM (the Reviewer) to undertake the Review. The Reviewer will be supported by staff from the Authority.

The Review will commence in July 2025. The Review will involve a period of public consultation, commencing with a call for public submissions. Consultation must be conducted with relevant stakeholders, including but not limited to employee organisations, employer organisations, designated closing and dependent employers, non-governmental organisations, relevant communities, and other interested groups and individuals.

Once the Review is complete, the Reviewer must give the CEO and the Minister a written report of the Review.

s 47E(c)

From: s 47E(c)
Sent: Friday, 20 June 2025 10:32 AM
To: 'Roy Green'
Cc: Livingston, Rachel; McVicar, Rachel; s 47E(c)
Subject: Contract for signing [SEC=OFFICIAL:Sensitive]
Attachments: CCS - Contract Emeritus Professor Roy Green.pdf; Statement of work - EIJP Review.pdf; CCS - Contract Emeritus Professor Roy Green.docx

OFFICIAL: Sensitive

Good morning Roy,

Very pleased to provide you the final contract for your signature (last page).

I attached both a Word and PDF version – electronic signatures are also fine if that is preferred.

Rachel will then sign off at our end and the contract can be executed.

Statement of work doesn't need any signing, just providing for your records.

Additional housekeeping:

- Announcement media release is expected to go out on Wednesday next week to allow us to give the Board notice, we will loop you in when it does.
- As flagged, David will be in Sydney on the following dates: **15, 16 and 17 July**, and has availability in the morning to meet with you on any of those days. If you are free on any of those dates, let us know and we can arrange a meeting.
- In regards to opportunities to meet the Board, we will test options with the Board at their next meeting in early July – that Board meeting agenda has been finalised but there may be opportunities to meet with Board members out of session in July and potentially provide an update on the review in the October meeting.
- It would be great if you can bring a copy of the signed deed of confidentiality down next week so we can scan into our records.
- We will send through some on-boarding reading shortly along with a draft agenda for next week for your feedback and info on your flights and accomodation.
- Remember to keep receipts for any taxis next week so we can reimburse you.

Happy to have a chat about anything.

Regards

s 47E(c)

A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority

P: s 47E(c)

E: s 47E(c) [@pmc.gov.au](mailto:s 47E(c)@pmc.gov.au)



Australian Government

Commonwealth Contract – Services

Reference ID: CD012655

Customer

Customer Name: Net Zero Economy Authority
Customer ABN: 47465420890
Address: PO Box 6500
CANBERRA ACT 2600

Supplier

Full Name of the Legal Entity: Karuah Enterprises Pty Ltd
Supplier ABN: 67 117 718 171
Address: s 47F [REDACTED]

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:	Upon Execution
Contract Term:	This Contract will terminate on Thursday, 11 December 2025.
Contract Extension Option:	This Contract includes the following extension option(s): Until 31 January 2026.

C.A.2 The Requirement

On 11 December 2024, the commencement of the *Net Zero Economy Authority Act 2024* (the Act) established the Energy Industry Jobs Plan (EIJP) (under Part 5 of the Act), which is administered by the CEO of the Net Zero Economy Authority (Authority). Under section 68 of the Act, the Authority's Chief Executive Officer, Mr David Shankey, is required to conduct, or cause to be conducted, a review of Part 5 of the Act in time for the one-year anniversary of the commencement of the Act. The Customer is engaging the Supplier to conduct the review, support by staff of the Authority.

Key objectives of the review include:

- A complete review of the EIJP by 10 December 2025 in line with the terms of reference and statutory requirements
- Ensure stakeholders are adequately consulted and provided opportunities to be heard
- Build an evidence base to benchmark progress of the EIJP and inform findings and recommendations
- Deliver a written report of the review which informs future policy development and evaluation.

The review will seek to identify the effectiveness (including the likely effectiveness) of Part 5 and include consideration of whether any amendments to this Part are desirable (because, for example, there are unintended consequences of the legislative framework).

Noting some provisions in Part 5 may not have been used due to the timing of the review, this will necessarily limit the assessment of their practical operation.

1. The review will assess whether the following aspects of Part 5 are operating, or are expected to operate, as the Parliament intended:
 - o The definitions of employers (closing, dependent and receiving) and transition employees, and how trigger notices and geographic areas are specified (sections 6-9 of the Act).
 - o The community of interest process outlined in section 55 of the Act, including the expression of interest for employers who may offer impacted workers new employment, the application process for a community of interest determination outlined in section 56, and the process in section 57, which provides for the FWC to make a community of interest determination.
 - o Obligations applying to closing and dependent employers specified in a community of interest determination, as outlined in sections 58 and 59 of the Act.
 - o Processes available to employers, employee organisations, workers and the CEO of the Authority for the FWC to determine actions that closing or dependent employers must take to meet their obligations, as outlined in sections 60, 61 and 62 of the Act, and the dispute resolution process in section 61A.
 - o The Energy Industry Worker Redeployment Advisory Group established under section 63, and whether the group is undertaking its role as set out in the Act.
 - o Information management provisions under sections 64, 65 and 66, including whether these provisions have worked as intended where the CEO has relied on them to require or inspect information or documents, or to provide information to employers.
 - o Enforcement, compensation, injunction and costs provisions under sections 67, 67A, 67B, 67C.
 - o The CEO's promotion of compliance with Part 5 under section 68, including through the provision of education, assistance, advice and information to closing, dependent and receiving employers and employees of those employers, and whether the CEO has monitored compliance with Part 5.

2. The review will also assess the merit and timing of future reviews of the operation of Part 5 and associated redeployment supports provided by the Authority.

C.A.2(a) Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability. The Commonwealth Supplier Code of Conduct (Code) outlines the Commonwealth's minimum expectations of suppliers and their subcontractors while under contract with the Commonwealth.

The Supplier must comply with Commonwealth Contract Terms [Clause C.C.23], which creates a number of obligations in connection with the Code. Without limiting the requirements in Commonwealth Contract Terms [Clause C.C.23.2b], during the term of the Contract, the Supplier must provide the information specified below (if any) to the Customer in connection with its compliance with the Code: Nil stated.

Further information on the Code can be found at:

<https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct>.

C.A.2(b) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

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>.

Performance Expectations

To demonstrate progress towards achievement of the Requirement, the Supplier is expected to undertake s 47G of work between commencement of the contract and 11 December 2025. While the Supplier retains reasonable flexibility to accommodate their preferred work schedule, the Supplier is expected to be broadly available in line with key project milestones:

- The Supplier can commence following execution of the contract with access to the Authority's systems occurring from mid-July 2025. The delay is due to requirements for the Customer's internal on-boarding, security processes and disengagement from the PM&C environment.
- A commitment of approximately 4 - 5 days per week after execution of the contract until approximately 27 July to plan the review's approach and finalise the consultation strategy and materials.
- Up to 4 days per week to visit at least 3 interstate locations during the consultation period (approximately from 28 July – 29 August).
- 3 days per week during the review drafting stage from approximately 1 September to 9 November, with additional time likely required at key stages.
- Up to 3-4 days per week from approximately 10 November, when the review's findings and recommendations will be socialised with stakeholders.
- Completion date of the review to be 10 December 2025.

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C.A.2(c) Security Requirements

Supplier personnel are required to be cleared to a minimum level of Baseline.

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

C.A.2(d) 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 (WHS) 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. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

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

C.A.2(e) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.A.2(e) [*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.A.2(e) [*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.A.2(e) [*Termination for Cause*].

Milestone Description	Contact for Delivery	Delivery Location/Email	Approximate Due Date
Complete planning phase including: • Project planning • Communications strategy • Consultation strategy • Draft consultation/discussion paper	Rachel McVicar	Settle through email and project meetings	w/c 14/7/2025
Complete consultation phase outlined in Statement of Work	Rachel McVicar	Release of consultation/discussion paper and consulting with key stakeholders utilising a range of channels, including seeking online submissions, consulting with peak bodies and representative groups, and travelling for in-person consultation in regional areas.	1/09/2025
Draft report	Rachel McVicar	Provide draft report to allow limited consultation (if	30/10/2025

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		required), fact checking and proofing.	
Delivery	Rachel McVicar	Finalisation and delivery of written report	10/12/2025

C.A.2(f) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Frequency	Mode	Location
Regular project meetings	As required and agreed in project planning	Video conference or in person where appropriate	Virtual or in person where appropriate
In person consultation	As agreed in consultation schedule	Video conference, phone and in person	Virtual or in person including travel to regional locations

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

Access to the Net Zero Economy Authority protected site.

C.A.2(h) Customer Material

The Authority will provide materials to the Supplier to inform the review, potentially including materials classified as sensitive, privileged and confidential information. The Authority will ensure materials provided are appropriately classified and classification of material is clearly communicated to the Supplier in line with the Deed of Confidentiality and the Code.

C.A.2(i) Conflicts of Interest

The Supplier has declared that it has no Conflicts of Interest relevant to the performance of its obligations under this Contract.

C.A.2(j) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website: <https://www.pmc.gov.au/resources/public-interest-disclosure-procedure> .

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

publicinterestdisclosure@pmc.gov.au

C.A.2(k) Complaints Handling

For information about how to make a complaint, please refer to the information provided on the Customer's website: [Complaint Handling Policy | PM&C](#)

Any complaints relating to this procurement should be referred to:

complaints@pmc.gov.au

If your issue is not resolved refer <https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints> for more information relating to complaints.

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$292,000** based on the fees set out in the table below.

The maximum contract price is based on an **s 47G** (7.5 hours) of work between the commencement of the contract and 11 December 2025 and travel related expenses for incidental travel cost for taxi fares to and from the airports.

Invoices are to be submitted monthly in arrears and include hours worked and any travel related expenses claimed for the period.

Fee Rates

Daily rate	Fees (GST Inclusive)
Full day (over 5 hours)	s 47G
Half Day (2-5 hours)	
Quarter Day (0.5-2 hours)	
No review work completed (less than 0.5 hours)	
Travel Related Expenses	

Arrangements for travel

Cost of official travel and accommodation will be paid by the Customer from departmental budget using the Whole of Government Travel Arrangements. Travel will align with relevant departmental policy applicable to SES officials, being Business Class travel with the exception of short haul travel from Canberra – Sydney, Canberra - Melbourne and Sydney – Melbourne.

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 (A/g), Energy Industry Jobs Plan Review Secretariat Team, Worker Transition Division

Currently: **s 47E(c)**

Telephone: **s 47E(c)**

Email Address: **s 47E(c)**@pmc.gov.au

Postal Address: PO Box 6500
CANBERRA ACT 2600

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

Email Address: **s 47E(d)**@pmc.gov.au invoices must quote **CD012655**

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

Name: Roy Green AM
Position Title: Emeritus Professor
Mobile: s 47F
Email Address: roy.green@uts.edu.au
Postal Address: s 47F

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

Name: Roy Green AM
Position Title: Emeritus Professor
Email Address: roy.green@uts.edu.au
Postal Address: s 47F

C.A.5 Specified Personnel

Roy Green AM Emeritus Professor

The Authority will provide information to the Specified Personnel to inform the review, potentially including materials classified as sensitive, privileged and confidential information. The Authority will require the Specified Personnel to enter a *Deed of Confidentiality* so that relevant information can be provided while ensuring the Authority remains compliant with information management obligations including but not limited to those under the *Criminal Code (Cth)*, *Privacy Act 1988 (Cth)* and *Freedom of Information Act 1982 (Cth)*.

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

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 Payment Terms

Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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 following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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.

Where 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 as published on the Australian Taxation Office website [https://www.ato.gov.au/Rates/General-interest-charge-\(GIC\)-rates/](https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/).

Commonwealth Contract Terms

C.C.1 Background

- 1.1 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 Requirement.
- 1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

- 2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.
- 2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.
- 2.3 In all dealings related to the Contract, the Parties agree to:
 - a) communicate openly with each other and cooperate in achieving the contractual objectives
 - b) act honestly and ethically
 - c) comply with reasonable commercial standards of fair conduct
 - 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 Conflicts of Interest

- 3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.
- 3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.
- 3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:
 - a) immediately report it to the Customer
 - b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and
 - c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.
- 3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the

Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

C.C.4 Precedence of Documents

- 4.1 The Contract is comprised of:
 - a) Additional Contract Terms (if any)
 - b) if the Contract is issued under a DoSO, the Contract Details Schedule
 - c) Statement of Work
 - d) Commonwealth Contract Terms
 - e) CCS Glossary and Interpretation, and
 - f) additional Contract annexes (if any), unless otherwise agreed in writing between the Parties.
- 4.2 If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.
- 4.3 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

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

C.C.6 Entire Agreement

- 6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 6.2 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 or the RFQ as relevant remain correct.
- 6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.
- 6.4 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

- 7.1 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], and C.C.21 [Compliance with Law and Policy], survive termination or expiry of the Contract.

C.C.8 Notices

- 8.1 A Notice is deemed to be delivered:
 - a) if delivered by hand - on delivery to the relevant address
 - b) if sent by registered post - on delivery to the relevant address, or
 - c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is

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deemed to be delivered on the next working day in that place.

C.C.9 Assignment

- 9.1 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.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting

- 10.1 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.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 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.
- 10.4 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.
- 10.5 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

- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 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 Contract and advise the Customer when it will be able to do so.
- 11.3 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 Contract.

- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 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).
- 11.6 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.
- 11.7 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

- 12.1 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.
- 12.2 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.
- 12.3 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

- 13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (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.
- 13.2 At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace

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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.

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

C.C.14 Liability of the Supplier

- 14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.
- 14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.
- 14.3 Where the Supplier is a member of a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding Commonwealth, State, Territory or legislation that limits civil liability arising from the performance of their professional services, and where that scheme applies to the Goods and/or Services delivered under the Contract, the Supplier's liability under this clause shall not exceed the maximum amount specified by that scheme or legislation.
- 14.4 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

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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 C.C.11 [Delivery and

Acceptance] and the Contract before the effective date of termination or reduction.

- 15.5 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.
- 15.6 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

- 16.1 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 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).
- 16.2 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

- 17.1 If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.
- 17.2 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.

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- 17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- 17.4 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

- 18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:
- both Contract Managers will try to settle the dispute by direct negotiation
 - if unresolved within five (5) Business Days, 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. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")
 - if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, 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
 - failing settlement within twenty (20) Business Days of the Notice Date, 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 thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and
 - If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 18.2 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.
- 18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
- 18.4 Despite the existence of a dispute, the Supplier will continue their performance under the Contract unless requested in writing by the Customer not to do so.
- 18.5 This procedure for dispute resolution does not apply to action relating to C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In

- 19.1 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

- 20.1 If the Contract expires or is terminated under 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 Law and Policy

- 21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.
- 21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.
- 21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.
- 21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:
- immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and
 - comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

21.A Access to Supplier's Premises and Records

- A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, 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 in connection with a request made under the *Freedom of Information Act 1982 (Cth)* or an audit or review by the Australian National Audit Office.
- A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.
- A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable

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cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.	
A.5 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 <i>Archives Act 1983</i> (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.	21.E Confidential Information E.1 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. E.2 This obligation will not be breached where: - the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or - the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.
21.B Privacy Act 1988 (Cth) Requirements B.1 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 <i>Privacy Act 1988</i> (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.	
21.C Notifiable Data Breaches C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must: - immediately report it to the Customer and provide a written report within three (3) Business Days, and - carry out an assessment in accordance with the requirements of the <i>Privacy Act 1988</i> (Cth). C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must: - take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates - take all other action necessary to comply with the requirements of the <i>Privacy Act 1988</i> (Cth), and - take any other action as reasonably directed by the Customer.	E.3 The Customer may at any time require the Supplier to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer. E.4 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. E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
21.D Personal Information D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract. D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the <i>Privacy Act 1988</i> (Cth). D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the <i>Privacy Act 1988</i> (Cth).	21.F Security and Safety F.1 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. F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility. F.3 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. F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the <i>Criminal Code Act 1995</i> (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

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21.G Criminal Code

- G.1 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).
- G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

21.H Fraud

- H.1 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.
- H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

21.I Taxation

- I.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

21.J Public Interest Disclosure

- J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).
- J.2 Information for disclosers is available at <https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>.

21.K National Anti-Corruption Commission Act 2022 (Cth) Requirements

- K.1 The Supplier acknowledges that in providing the Goods and/or Services to the Customer under the Contract, it is a contracted service provider for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (NACC Act).
- K.2 The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.

C.C.22 Notification of Significant Events

- 22.1 The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.
- 22.2 The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.
- 22.3 The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where

this occurs the Supplier must issue a Notice under clause 22.1 in relation to the event within three (3) Business Days of being notified by the Customer.

- 22.4 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.

- 22.5 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request.

- 22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:

- a) how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and
- b) how the Supplier will ensure events similar to the Significant Event do not occur again, and
- c) any other matter reasonably requested by the Customer.

- 22.7 The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 22.7 will apply to any resubmitted draft remediation plan.

- 22.8 Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer.

- 22.9 A failure by the Supplier to comply with its obligations under this clause C.C.22 will be a material breach of the Contract. The Customer's rights under this clause C.C.22 are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause C.C.22 will be at no additional cost to the Customer.

C.C.23 Compliance with the Commonwealth Supplier Code of Conduct

- 23.1 The Supplier must comply with, and ensure that its officers, employees, agents and Subcontractors comply with, the Code in connection with the performance of this Contract.
- 23.2 The Supplier must:

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- a) periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and
 - b) on request from the Customer, promptly provide information regarding:
 - i. the policies, frameworks or systems it has established to monitor and assess compliance with the Code; and
 - ii. the Supplier's compliance with clause 23.1.
- 23.3 The Supplier must immediately issue the Customer a Notice on becoming aware of any breach of clause 23.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.
- 23.4 Where the Customer identifies a possible breach of clause 23.1, it may issue the Supplier a Notice, and the Supplier must, within three (3) Business Days of receiving the Notice, either:
- a) where the Supplier considers a breach has not occurred: advise the Customer that there has not been a breach and provide information supporting that determination; or
 - b) where the Supplier considers that a breach has occurred: issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.5 Notwithstanding clause 23.4, a Customer may notify the Supplier in writing that it considers that the Supplier has breached clause 23.1, in which case the Supplier must issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.6 A failure by the Supplier to comply with its obligations under any part of this clause will be a material breach of the Contract.
- 23.7 Nothing in this clause or the Code limits, reduces or derogates from the Supplier's other obligations under the Contract. The Customer's rights under this clause are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause will be at no additional cost to the Customer.
- 23.8 The Supplier agrees that the Customer or any other Commonwealth agency may take into account the Supplier's compliance with the Code in any future approach to market or procurement process.



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Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

“Additional Contract Terms” means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading ‘Additional Contract Terms’.

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

“Approach to Market” or **“ATM”** means the notice inviting Potential Suppliers to participate in the relevant procurement.

“Business Days” means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year’s Day.

“Closing Time” means the closing time and date as specified in the Approach to Market.

“Commonwealth Contracting Suite” or **“CCS”** means the suite of proprietary documents developed for Commonwealth procurements.

“Commonwealth Procurement Rules” means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

“Commonwealth Supplier Code of Conduct” or **“Code”** means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

“Confidential Information” means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

- a) specifically identified as confidential in the Contract or DoSO
- b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
- c) where the information was provided under an understanding that it would remain confidential.

“Conflicts of Interest” means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier’s performance of the Contract or DoSO as relevant.

“Contract” means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

“Contract Details Schedule” means the section in a Contract issued under the DoSO with the heading ‘Contract Details Schedule’.

“Contract Manager” means the ‘Contract Manager’ for the Customer or Supplier representative (as relevant) specified in the Contract.

“Contract Price” means the maximum 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 includes any purchase order number or other Customer reference advised by the Customer’s Contract Manager and the name and specified contact details of the Customer’s Contract Manager
- b) relates only to the Goods and/or Services that have been accepted by the Customer in accordance with the Contract or a payment or milestone schedule identified in the Contract
- c) is correctly calculated and charged in accordance with the Contract
- d) is for an amount which, together with 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 the party specified in the Contract as the Customer.

“Deed of Standing Offer” or **“DoSO”** means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

Commonwealth Contracting Suite Glossary and Interpretation

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

"DoSO Manager" means the 'DoSO Manager' for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

"Electronic invoicing" or **"eInvoicing"** means the automated exchange of invoices directly between the Customer and Supplier's software or financial systems via the Peppol network, as long as both Parties are Peppol eInvoicing enabled.

"Eligible Data Breach" means an 'Eligible Data Breach' as defined in the *Privacy Act 1988* (Cth).

"End Date" means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

"Fraud" means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

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

"Goods and/or Services" means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,

as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

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

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

"Indigenous Procurement Policy" means the procurement connected policy as described at the National Indigenous Australians Agency website <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>.

"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, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

"Lead Customer" means the party specified in the DoSO as the Lead Customer.

"Material" means any material used or 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 or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

"Peppol" means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website <https://softwaredevelopers.ato.gov.au/eInvoicing>.

"Party" or **"Parties"** means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.

"Personal Information" means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

"Potential Customer" means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

"Potential Supplier" means any entity who is eligible to respond to an ATM.

"Pricing Schedule" means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

"Public Interest Certificate" means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

"Referenced Material" means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

"Request for Quote" or **"RFQ"** means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

Commonwealth Contracting Suite Glossary and Interpretation

“Required Capabilities” means:

- a) in the DoSO ATM, the description of the Lead Customer’s required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
- b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

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

- a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading ‘The Requirement’
- b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading ‘The Requirement’, or
- c) for the purposes of the Commonwealth Purchase Order Terms, the Customer’s purchase order or similar ordering document setting out the Goods and/or Services.

“Response” means information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

- a) provide the Requirement under the ATM or Request for Quote, or
- b) meet a Required Capability under the DoSO ATM.

“Satisfactory” in relation to the Shadow Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.

“Shadow Economy Policy” means the Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019 available at <https://treasury.gov.au/publication/p2019-t369466>.

“Significant Event” means:

- a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
- b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth’s reputation.

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

“Standing Offer Arrangement” means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

“Standing Offer Details” means the section of the DoSO with the heading ‘Standing Offer Details’.

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

“Statement of Tax Record” means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

“Statement of Work” means the section or schedule of the Contract (as the case may be) with the heading ‘Statement of Work’.

“Subcontractor” means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

“Supplier” means a party specified in the Contract or the DoSO as the Supplier.

“Valid” in relation to the Shadow Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Shadow Economy Policy.

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and
- g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

Clause Reference	Section / Part	CCS Document
A.A.[x]	Statement of Requirement	CCS Approach to Market (ATM)
A.B.[x]	Commonwealth Approach to Market (ATM) Terms	
A.C.[x]	Additional Contract Terms	
C.A.[x]	Statement of Work	Commonwealth Contract
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	
P.C.[x]	Commonwealth Purchase Order Terms	Commonwealth Purchase Order Terms
D.A.[x]	CCS DoSO ATM	CCS Deed of Standing Offer (DoSO)
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – 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 Interpretation
- 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 Net Zero Economy Authority (ABN 47465420890) by its duly authorised delegate	
Signature of Delegate:	
Printed Name:	
Position:	
Date:	
Signature of Witness:	
Printed Name of Witness:	
Executed by Karuah Enterprises Pty Ltd (ABN 67 117 718 171) in accordance with Section 127 of the <i>Corporations Act 2001</i> :	
Signature of Director/Company Secretary:	
Printed Name:	
Position:	
Date:	
Signature of Director/Company Secretary:	
Printed Name of Witness:	

OFFICIAL

Statement of work

Energy Industry Jobs Plan Review

Purpose

The *Net Zero Economy Authority Act 2024* (the Act) established the Net Zero Economy Authority (Authority) and the Energy Industry Jobs Plan (EIJP).

The EIJP, established by Part 5 of the Act, is intended to provide a framework of supports employees of eligible coal- and gas-fired power stations and dependent businesses to transition to new employment as these facilities are retired.

- Employers covered by the EIJP are required to provide baseline supports to eligible workers, including training, financial and career advice, and flexible work arrangements or paid leave to access these supports.
- Processes facilitated by the Authority will be deployed to help connect workers with new roles provided by local employers, including support from local EIJP Coordinators, a dedicated jobs board, and on boarding incentives.

As per section 68 of the Act, the CEO must conduct, or cause to be conducted, a review into the operation of Part 5:

- Subsection 68(3) of the Act states that the CEO must conduct, or cause to be conducted, a review into the operation of Part 5, including consideration of whether any amendments to that Part are desirable.
- Subsection 68(4) provides that the CEO must ensure that the review is completed within 12 months of the day on which section 68 commenced (i.e. the review must be completed by the end of 10 December 2025).
- Subsections 68(5) and 68(6) of the Act state that the responsible Minister must be provided with a written report of the review.

The purpose of the procurement is to engage the services of an eminent expert to undertake the review and deliver a written report.

The Authority will support the eminent expert to conduct the review.

OFFICIAL

Key objectives include:

- Complete the review of the EIJP by 10 December 2025 in line with the terms of reference and statutory requirements
- Ensure stakeholders are adequately consulted and provided opportunities to be heard
- Build an evidence base to benchmark progress of the EIJP and inform policy development
- Deliver a written report of the review which informs future policy development and evaluation.

Scope and timing

The CEO has determined the scope and matters to be consider the review (see Terms of Reference at **Attachment A**). The review will commence in July and the final written report must be delivered by 10 December 2025.

Agency material

The Authority will provide a range of materials to brief the reviewer and inform the review. Some materials may be classified as “in confidence” and others will be resources that can be utilised in consultation and in the final report. The Authority will require a deed of confidentiality to ensure the reviewer can be informed of all relevant information while ensuring the Authority remains compliant with its information management obligations including under the *Criminal Code (Cth)*, *Privacy Act 1988 (Cth)* and *Freedom of Information Act 1982 (Cth)*.

Key deliverables

- Deliver a review of Part 5 in accordance with section 68 of the Act and the Terms of Reference. This would include:
 - identifying the effectiveness (including the likely effectiveness) of Part 5 and include consideration of whether any amendments to this Part are desirable (because, for example, there are unintended consequences of the legislative framework).
 - collaborating with the Authority staff to finalise project planning and agree to consultation, communication and data collection strategies
 - consulting with key stakeholders utilising a range of channels, including seeking online submissions, consulting with peak bodies and representative groups, and travelling for in-person consultation in regional areas
 - working with the Authority staff to draft and finalise a written report containing findings and recommendations within the Terms of Reference
 - delivering the final written report to the CEO by 10 December 2025, and then to the Minister.

ATTACHMENT A

Terms of Reference

Terms of Reference – Statutory Review of Part 5 of the *Net Zero Economy Authority Act 2024*

Context

The *Net Zero Economy Authority Act 2024* (the Act) commenced in December 2024, establishing the Net Zero Economy Authority (Authority) and the Energy Industry Jobs Plan (EIJP). The objects of the Act include ensuring that Australia's regions, communities and workers are supported to manage the impacts, and share in the benefits, of Australia's transition to a net zero emissions economy.

Most of Australia's coal-fired power stations, and some gas-fired power stations, have announced expected closure dates over the coming decades. The retirement of ageing energy assets will cause significant economic and workforce changes, particularly in Australia's industrial regions. Accordingly, the EIJP was designed to promote a coordinated response to these changes by ensuring that workers directly impacted by power station closures and workers in some dependent businesses in their supply chains (such as coal mines) have the right supports, skills and opportunities to access new employment. The intent is to provide these supports well ahead of facility closures to give people more time to prepare for new employment and to avoid the adverse impacts experienced by communities from previous unplanned closures.

Legislative scope and framework

The EIJP provisions are set out in Part 5 of the Act. The implementation of this Part realises Parliament's intention to build a world-leading and consistent approach to worker support in the context of the energy transition while recognising the individual circumstances of each business. The legislative framework targets the EIJP to closures where it is most needed.¹ The model "reflects the outcomes of detailed consultations with employee and employer groups. [It is] about supporting workers on the front line of the energy transition."²

Parliament intended for this framework to operate within the existing workplace relations framework. Likewise, the intent is not to set up separate reporting obligations to announce closure dates, but rather to link to existing obligations and reporting methods (such as under electricity rules or notices to the Australian Stock Exchange).³

The EIJP framework enables the Authority to identify, and the Fair Work Commission (FWC) to determine, which employers and workers would benefit from the application of the EIJP provisions. Part 5 of the Act is administered by the CEO of the Authority. Under this Part, the CEO may undertake a process (i.e. the community of interest process set out in section 55) to

¹ Revised Explanatory Memorandum, *Net Zero Economy Authority Act 2024*, p.42

² Second Reading Speech, delivered by the Hon Patrick Gorman MP, Assistant Minister to the Prime Minister, on Wednesday, 27 March 2024

³ Revised Explanatory Memorandum, *Net Zero Economy Authority Act 2024*, p. 19

assess whether the EIJP is needed for an upcoming closure (i.e. through an application for a community of interest determination under section 56). The process includes consultation with key stakeholders including employers, employee organisations, employer organisations and community groups. After completing the process, the CEO may apply to the FWC to make a determination (i.e. under section 57 of the Act). In this application, the CEO must have regard to various matters, including factors that could impact the employment outcomes of workers, and the impact on the broader community, after the closure. The CEO of the Authority and FWC are required to consider existing industrial arrangements and supports, among other things, when deciding how the legislative framework applies to a particular power station closure.

Where the CEO decides to apply to the FWC for a community of interest determination, and the FWC makes a determination, closing power stations and dependent employers specified in that determination will have legislated obligations under Part 5 of the Act to support their employees to seek and obtain new employment, including access to training, career planning and financial advice. The legislative framework specifies the types of support that participating employers must provide to their employees and establishes pathways for employers and unions to clarify what actions the employer must take for employers to meet their obligations.

Since the Act commenced on 11 December 2024, the Authority has applied Part 5 of the Act in three separate instances:

- On 19 December 2024, the Authority's CEO exercised statutory discretion to not undertake a community of interest process under Part 5 for the closure of Muja C Unit 6 in Collie, Western Australia. This decision was informed by significant consultation and took into account that the closure of the unit would not result in any involuntary redundancies in the broader Muja Power Station or within its supply chain.
- On 13 January 2025, the CEO announced a community of interest process under Part 5 of the Act for Torrens Island B Power Station in Adelaide, South Australia, which is scheduled to close in June 2026.
- On 27 May 2025, the CEO announced a community of interest process under Part 5 of the Act for Eraring Power Station in Lake Macquarie, New South Wales, which is scheduled to close in August 2027.

In relation to Torrens Island B and Eraring power stations, the community of interest processes will support the CEO to decide whether to make an application to the FWC for a community of interest determination for either closure. The Authority will announce the outcome of these processes as soon as practicable.

Upcoming closures where the EIJP provisions in Part 5 of the Act may apply include Collie Power Station in Western Australia scheduled to close in October 2027 and Yallourn Power Station in Victoria scheduled to close in June 2028.

Legislative basis for the Review

Subsection 68(3) of the Act states that the CEO must conduct, or cause to be conducted, a review into the operation of Part 5, including consideration of whether any amendments to that Part are desirable. Subsection 68(4) provides that the CEO must ensure that the review is completed within 12 months of the day on which section 68 commenced (i.e. the review must be completed by the end of 10 December 2025).

Subsections 68(5) and 68(6) of the Act state that the responsible Minister must be provided with a written report of the review. Under subsection 68(7), the Minister must then table a copy

of the report in each House of Parliament within 15 sitting days of that House after the report is given to the Minister.

Matters to be considered by the Review

The review will seek to identify the effectiveness (including the likely effectiveness) of Part 5 and include consideration of whether any amendments to this Part are desirable (because, for example, there are unintended consequences of the legislative framework).

Noting some provisions in Part 5 may not have been used due to the timing of the review, this will necessarily limit the assessment of their practical operation.

1. The review will assess whether the following aspects of Part 5 are operating, or are expected to operate, as the Parliament intended:
 - 1.1. The definitions of employers (closing, dependent and receiving) and transition employees, and how trigger notices and geographic areas are specified (sections 6-9 of the Act).⁴
 - 1.2. The community of interest process outlined in section 55 of the Act, including the expression of interest for employers who may offer impacted workers new employment, the application process for a community of interest determination outlined in section 56, and the process in section 57, which provides for the FWC to make a community of interest determination.
 - 1.3. Obligations applying to closing and dependent employers specified in a community of interest determination, as outlined in sections 58 and 59 of the Act.
 - 1.4. Processes available to employers, employee organisations, workers and the CEO of the Authority for the FWC to determine actions that closing or dependent employers must take to meet their obligations, as outlined in sections 60, 61 and 62 of the Act, and the dispute resolution process in section 61A.
 - 1.5. The Energy Industry Worker Redeployment Advisory Group established under section 63, and whether the group is undertaking its role as set out in the Act.
 - 1.6. Information management provisions under sections 64, 65 and 66, including whether these provisions have worked as intended where the CEO has relied on them to require or inspect information or documents, or to provide information to employers.
 - 1.7. Enforcement, compensation, injunction and costs provisions under sections 67, 67A, 67B, 67C.
 - 1.8. The CEO's promotion of compliance with Part 5 under section 68, including through the provision of education, assistance, advice and information to closing, dependent and receiving employers and employees of those employers, and whether the CEO has monitored compliance with Part 5.
2. The review will also assess the merit and timing of future reviews of the operation of Part 5 and associated redeployment supports provided by the Authority.

Out of scope

⁴ These definitions are not located in Part 5 of the Act but are relevant to how Part 5 operates.

The review will not consider changes to or make recommendations on:

- Parts of the Act outside of Part 5 and not directly related to the operation of Part 5
- The operation of the *Fair Work Act 2009*
- The broader operation of the Fair Work Commission
- Other Commonwealth legislation (e.g. relating to energy, resources or industrial facilities)
- The administered funding appropriated to the Authority to establish redeployment pools

Process and timing

The Authority CEO has appointed Emeritus Professor Roy Green AM (the Reviewer) to undertake the Review. The Reviewer will be supported by staff from the Authority.

The Review will commence in July 2025. The Review will involve a period of public consultation, commencing with a call for public submissions. Consultation must be conducted with relevant stakeholders, including but not limited to employee organisations, employer organisations, designated closing and dependent employers, non-governmental organisations, relevant communities, and other interested groups and individuals.

Once the Review is complete, the Reviewer must give the CEO and the Minister a written report of the Review.

s 47E(c)

From: s 47E(c)
Sent: Friday, 20 June 2025 5:17 PM
To: 'Roy Green'
Cc: Livingston, Rachel; McVicar, Rachel; s 47E(c)
Subject: RE: Contract for signing [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Hi Roy,

Many thanks for providing the second version, agree that should be the witness.

Seems there was an error in the contracting template.

Apologies for the confusion, we will get you the executed contract back on Monday.

s 47E(c)

A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority

P: s 47E(c)

E: s 47E(c) @pmc.gov.au

From: Roy Green <Roy.Green@uts.edu.au>
Sent: Friday, 20 June 2025 5:07 PM
To: s 47E(c) @pmc.gov.au
Cc: Livingston, Rachel <s 47E(c) @pmc.gov.au>; McVicar, Rachel <s 47E(c) @pmc.gov.au>; s 47E(c) @pmc.gov.au
Subject: RE: Contract for signing [SEC=OFFICIAL:Sensitive]

On assumption that the second signature should be a witness, I've changed the title to witness and got a UTS colleague to sign off.

R

From: Roy Green <Roy.Green@uts.edu.au>
Sent: Friday, 20 June 2025 4:45 PM
To: s 47E(c) @pmc.gov.au
Cc: Livingston, Rachel <s 47E(c) @pmc.gov.au>; McVicar, Rachel <s 47E(c) @pmc.gov.au>; s 47E(c) @pmc.gov.au
Subject: RE: Contract for signing [SEC=OFFICIAL:Sensitive]

s 47E(c)

Please find signed contract attached.

Not sure why it required me to sign twice but I've done so anyway.

Thanks

Roy

From: s 47E(c) @pmc.gov.au
Sent: Friday, 20 June 2025 10:32 AM

To: Roy Green <Roy.Green@uts.edu.au>

Cc: Livingston, Rachel <s 47E(c) @pmc.gov.au>; McVicar, Rachel <s 47E(c) @pmc.gov.au>; s 47E(c) @pmc.gov.au>; s 47E(c) @pmc.gov.au>

Subject: [EXTERNAL] Contract for signing [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Good morning Roy,

Very pleased to provide you the final contract for your signature (last page).

I attached both a Word and PDF version – electronic signatures are also fine if that is preferred.

Rachel will then sign off at our end and the contract can be executed.

Statement of work doesn't need any signing, just providing for your records.

Additional housekeeping:

- Announcement media release is expected to go out on Wednesday next week to allow us to give the Board notice, we will loop you in when it does.
- As flagged, David will be in Sydney on the following dates: **15, 16 and 17 July**, and has availability in the morning to meet with you on any of those days. If you are free on any of those dates, let us know and we can arrange a meeting.
- In regards to opportunities to meet the Board, we will test options with the Board at their next meeting in early July – that Board meeting agenda has been finalised but there may be opportunities to meet with Board members out of session in July and potentially provide an update on the review in the October meeting.
- It would be great if you can bring a copy of the signed deed of confidentiality down next week so we can scan into our records.
- We will send through some on-boarding reading shortly along with a draft agenda for next week for your feedback and info on your flights and accomodation.
- Remember to keep receipts for any taxis next week so we can reimburse you.

Happy to have a chat about anything.

Regards

s 47E(c)

A/g Director | Energy Industry Jobs Plan Review Secretariat Team

Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority

P: s 47E(c)

E: s 47E(c) @pmc.gov.au

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s 47E(c)

From: s 47E(c)
Sent: Monday, 23 June 2025 12:02 PM
To: 'Roy Green'
Cc: McVicar, Rachel; s 47E(c); Livingston, Rachel
Subject: RE: [EXTERNAL] FOR ADVICE - Booking travel to Canberra for next week - advice needed before COB today [SEC=OFFICIAL:Sensitive]
Attachments: Signed contract - CD012655.pdf; Disclosure of interests - Professor Roy Green.pdf

OFFICIAL: Sensitive

Hi Roy,

Sounds good we will make those changes and send you a travel itinerary.

For your records, a copy of the signed contract and finalised disclosure of interest form.

Welcome aboard officially!

s 47E(c)

A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority

P: s 47E(c)

E: s 47E(c) @pmc.gov.au

From: Roy Green <Roy.Green@uts.edu.au>
Sent: Monday, 23 June 2025 11:43 AM
To: s 47E(c) @pmc.gov.au
Cc: McVicar, Rachel <s 47E(c) @pmc.gov.au>; s 47E(c) @pmc.gov.au
Subject: Re: [EXTERNAL] FOR ADVICE - Booking travel to Canberra for next week - advice needed before COB today [SEC=OFFICIAL]

Yes it is thanks s 47E(c)
And maybe the 4.20 heading back?
Roy

Sent from my iPhone

On 23 Jun 2025, at 11:24 am, s 47E(c) @pmc.gov.au wrote:

OFFICIAL

Hi Roy,

Just a quick one to confirm the switch to 3:20 pm is the flight down Wednesday?

We've also signed the contract at our end so will progress through the system shortly and provide you a copy.

Thanks

s
47E(c)

s 47E(c)

A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority

P: s 47E(c)

E: s 47E(c) @pmc.gov.au

From: Roy Green <Roy.Green@uts.edu.au>

Sent: Saturday, 21 June 2025 10:15 PM

To: s 47E(c) @pmc.gov.au>

Cc: McVicar, Rachel <s 47E(c) @pmc.gov.au>; s 47E(c) @pmc.gov.au>

Subject: Re: [EXTERNAL] FOR ADVICE - Booking travel to Canberra for next week - advice needed before COB today [SEC=OFFICIAL]

s
47E(c)

Let's make it the 3.20pm as a visiting colleague is flying at that time. He may even be a useful contact for us on US experience - s 47F .

Thanks

Roy

Sent from my iPhone

On 18 Jun 2025, at 1:52 pm, Roy Green <Roy.Green@uts.edu.au> wrote:

Thanks Ben

Let's make it an earlyish flight 3.35 (s 47F)
and anytime you recommend coming back.

s 47F .

Roy

Sent from my iPhone

On 18 Jun 2025, at 12:16 pm, Reeves, Ben
<s 47E(c) @pmc.gov.au> wrote:

OFFICIAL

Hi Roy,

As discussed on Monday, we need to book your travel to Canberra for next week by **COB today** to meet an internal cut off we have at PM&C.

Please advise if you are okay with the options below and what flight you prefer.

Flights

We have scoped flight options for travelling to Canberra on Wednesday 25 June and returning on Friday 27 June.

All are direct flights of 55 minutes. Please indicate your preferred departure times and we will book the flights.

	Departure time
SYD to CBR, 25 June 2025	3.35 pm, 4.30pm and 4.40pm
	5.05pm, 5.50pm
CBR to SYD, 27 June 2025	2.35pm, 3.35pm, 4.20pm
	5.35pm, 5.50pm
	6.15pm, 7.05pm, 7.10pm, 7.50pm

Accommodation

We will book two nights accommodation (25-27 June) for you at Hotel Realm in Barton. Given the importance of the review planning days and the short notice on arranging travel which limited availability of some places, Hotel Realm presented as a suitable option for this trip.

In general when booking travel for the review we will look to align with policy and caps where possible, and will engage with you early in the process to ensure there are multiple options for consideration. For context, the PM&C Travel Policy refers to the ATO guidance on reasonable amounts for domestic travel (see attached) which is normally \$246 per night for SES level officials staying in Canberra. Hotel Realm is above the normal cap but we are happy to approve in this instance.

We will check in with any updates to the ATO guidance in the next financial year.

Happy to discuss any of the above and please get in touch if you have any questions. We look forward to you joining us in Canberra next week.

Kind regards,

s 47E(c)

A/g Director | Energy Industry Jobs Plan Review Secretariat Team
Energy Industry Jobs Plan Review Taskforce | Net Zero Economy Authority

<image001.png>

P: **s 47E(c)**

E: **s 47E(c)** [@pmc.gov.au](mailto:s 47E(c)@pmc.gov.au)

PO Box 6500 CANBERRA ACT 2600

www.netzero.gov.au

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<td2024-003.pdf>

<image001.png>

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Commonwealth Contract – Services



Australian Government

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Reference ID: CD012655

Customer

Customer Name: Net Zero Economy Authority
Customer ABN: 47465420890
Address: PO Box 6500
CANBERRA ACT 2600

Supplier

Full Name of the Legal Entity: Karuah Enterprises Pty Ltd
Supplier ABN: 67 117 718 171
Address: S 47F

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:	Upon Execution
Contract Term:	This Contract will terminate on Thursday, 11 December 2025.
Contract Extension Option:	This Contract includes the following extension option(s): Until 31 January 2026.

C.A.2 The Requirement

On 11 December 2024, the commencement of the *Net Zero Economy Authority Act 2024* (the Act) established the Energy Industry Jobs Plan (EIJP) (under Part 5 of the Act), which is administered by the CEO of the Net Zero Economy Authority (Authority). Under section 68 of the Act, the Authority's Chief Executive Officer, Mr David Shankey, is required to conduct, or cause to be conducted, a review of Part 5 of the Act in time for the one-year anniversary of the commencement of the Act. The Customer is engaging the Supplier to conduct the review, support by staff of the Authority.

Key objectives of the review include:

- A complete review of the EIJP by 10 December 2025 in line with the terms of reference and statutory requirements
- Ensure stakeholders are adequately consulted and provided opportunities to be heard
- Build an evidence base to benchmark progress of the EIJP and inform findings and recommendations
- Deliver a written report of the review which informs future policy development and evaluation.

The review will seek to identify the effectiveness (including the likely effectiveness) of Part 5 and include consideration of whether any amendments to this Part are desirable (because, for example, there are unintended consequences of the legislative framework).

Noting some provisions in Part 5 may not have been used due to the timing of the review, this will necessarily limit the assessment of their practical operation.

1. The review will assess whether the following aspects of Part 5 are operating, or are expected to operate, as the Parliament intended:
 - The definitions of employers (closing, dependent and receiving) and transition employees, and how trigger notices and geographic areas are specified (sections 6-9 of the Act).
 - The community of interest process outlined in section 55 of the Act, including the expression of interest for employers who may offer impacted workers new employment, the application process for a community of interest determination outlined in section 56, and the process in section 57, which provides for the FWC to make a community of interest determination.
 - Obligations applying to closing and dependent employers specified in a community of interest determination, as outlined in sections 58 and 59 of the Act.
 - Processes available to employers, employee organisations, workers and the CEO of the Authority for the FWC to determine actions that closing or dependent employers must take to meet their obligations, as outlined in sections 60, 61 and 62 of the Act, and the dispute resolution process in section 61A.
 - The Energy Industry Worker Redeployment Advisory Group established under section 63, and whether the group is undertaking its role as set out in the Act.
 - Information management provisions under sections 64, 65 and 66, including whether these provisions have worked as intended where the CEO has relied on them to require or inspect information or documents, or to provide information to employers.
 - Enforcement, compensation, injunction and costs provisions under sections 67, 67A, 67B, 67C.
 - The CEO's promotion of compliance with Part 5 under section 68, including through the provision of education, assistance, advice and information to closing, dependent and receiving employers and employees of those employers, and whether the CEO has monitored compliance with Part 5.

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2. The review will also assess the merit and timing of future reviews of the operation of Part 5 and associated redeployment supports provided by the Authority.

C.A.2(a) Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability. The Commonwealth Supplier Code of Conduct (Code) outlines the Commonwealth's minimum expectations of suppliers and their subcontractors while under contract with the Commonwealth.

The Supplier must comply with Commonwealth Contract Terms [Clause C.C.23], which creates a number of obligations in connection with the Code. Without limiting the requirements in Commonwealth Contract Terms [Clause C.C.23.2b], during the term of the Contract, the Supplier must provide the information specified below (if any) to the Customer in connection with its compliance with the Code: Nil stated.

Further information on the Code can be found at:

<https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct>.

C.A.2(b) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards and any Australian and international standards specified in this Statement of Work. The Supplier must ensure that it obtains copies of all relevant certifications and maintains records evidencing its compliance with those standards. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

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>.

Performance Expectations

To demonstrate progress towards achievement of the Requirement, the Supplier is expected to undertake s 47G of work between commencement of the contract and 11 December 2025. While the Supplier retains reasonable flexibility to accommodate their preferred work schedule, the Supplier is expected to be broadly available in line with key project milestones:

- The Supplier can commence following execution of the contract with access to the Authority's systems occurring from mid-July 2025. The delay is due to requirements for the Customer's internal on-boarding, security processes and disengagement from the PM&C environment.
- A commitment of approximately 4 - 5 days per week after execution of the contract until approximately 27 July to plan the review's approach and finalise the consultation strategy and materials.
- Up to 4 days per week to visit a least 3 interstate locations during the consultation period (approximately from 28 July – 29 August).
- 3 days per week during the review drafting stage from approximately 1 September to 9 November, with additional time likely required at key stages.
- Up to 3-4 days per week from approximately 10 November, when the review's findings and recommendations will be socialised with stakeholders.
- Completion date of the review to be 10 December 2025.

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C.A.2(c) Security Requirements

Supplier personnel are required to be cleared to a minimum level of Baseline.

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

C.A.2(d) 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 (WHS) 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. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

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

C.A.2(e) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.A.2(e) [*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.A.2(e) [*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.A.2(e) [*Termination for Cause*].

Milestone Description	Contact for Delivery	Delivery Location/Email	Approximate Due Date
Complete planning phase including: • Project planning • Communications strategy • Consultation strategy • Draft consultation/discussion paper	Rachel McVicar	Settle through email and project meetings	w/c 14/7/2025
Complete consultation phase outlined in Statement of Work	Rachel McVicar	Release of consultation/discussion paper and consulting with key stakeholders utilising a range of channels, including seeking online submissions, consulting with peak bodies and representative groups, and travelling for in-person consultation in regional areas.	1/09/2025
Draft report	Rachel McVicar	Provide draft report to allow limited consultation (if	30/10/2025

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		required), fact checking and proofing.	
Delivery	Rachel McVicar	Finalisation and delivery of written report	10/12/2025

C.A.2(f) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Frequency	Mode	Location
Regular project meetings	As required and agreed in project planning	Video conference or in person where appropriate	Virtual or in person where appropriate
In person consultation	As agreed in consultation schedule	Video conference, phone and in person	Virtual or in person including travel to regional locations

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

Access to the Net Zero Economy Authority protected site.

C.A.2(h) Customer Material

The Authority will provide materials to the Supplier to inform the review, potentially including materials classified as sensitive, privileged and confidential information. The Authority will ensure materials provided are appropriately classified and classification of material is clearly communicated to the Supplier in line with the Deed of Confidentiality and the Code.

C.A.2(i) Conflicts of Interest

The Supplier has declared that it has no Conflicts of Interest relevant to the performance of its obligations under this Contract.

C.A.2(j) Public Interest Disclosure

For information about how to make a Public Interest Disclosure, please refer to the information provided on the Customer's website: <https://www.pmc.gov.au/resources/public-interest-disclosure-procedure>.

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

publicinterestdisclosure@pmc.gov.au

C.A.2(k) Complaints Handling

For information about how to make a complaint, please refer to the information provided on the Customer's website: [Complaint Handling Policy | PM&C](#)

Any complaints relating to this procurement should be referred to:

complaints@pmc.gov.au

If your issue is not resolved refer <https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints> for more information relating to complaints.

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C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$292,000** based on the fees set out in the table below.

The maximum contract price is based on an **s 47G** (7.5 hours) of work between the commencement of the contract and 11 December 2025 and travel related expenses for incidental travel cost for taxi fares to and from the airports.

Invoices are to be submitted monthly in arrears and include hours worked and any travel related expenses claimed for the period.

Fee Rates

Daily rate	Fees (GST Inclusive)
Full day (over 5 hours)	s 47G
Half Day (2-5 hours)	
Quarter Day (0.5-2 hours)	
No review work completed (less than 0.5 hours)	
Travel Related Expenses	

Arrangements for travel

Cost of official travel and accommodation will be paid by the Customer from departmental budget using the Whole of Government Travel Arrangements. Travel will align with relevant departmental policy applicable to SES officials, being Business Class travel with the exception of short haul travel from Canberra – Sydney, Canberra - Melbourne and Sydney – Melbourne.

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 (A/g), Energy Industry Jobs Plan Review Secretariat
Team, Worker Transition Division

Currently: **s 47E(c)**

Telephone: **s 47E(d)**

Email Address: **s 47E(c)** @pmc.gov.au

Postal Address: PO Box 6500
CANBERRA ACT 2600

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

Email Address: **s 47E(d)** @pmc.gov.au invoices must quote **CD012655**

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

Name: Roy Green AM
Position Title: Emeritus Professor
Mobile:  s 47F
Email Address: roy.green@uts.edu.au
Postal Address:  s 47F

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

Name: Roy Green AM
Position Title: Emeritus Professor
Email Address: roy.green@uts.edu.au
Postal Address:  s 47F

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C.A.5 Specified Personnel

Roy Green AM Emeritus Professor

The Authority will provide information to the Specified Personnel to inform the review, potentially including materials classified as sensitive, privileged and confidential information. The Authority will require the Specified Personnel to enter a *Deed of Confidentiality* so that relevant information can be provided while ensuring the Authority remains compliant with information management obligations including but not limited to those under the *Criminal Code (Cth)*, *Privacy Act 1988 (Cth)* and *Freedom of Information Act 1982 (Cth)*.

C.A.6 Subcontractors

None Specified

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Additional Contract Terms

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

C.B.1 Intellectual Property

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 Payment Terms

Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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 following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, 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.

Where 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 as published on the Australian Taxation Office website [https://www.ato.gov.au/Rates/General-interest-charge-\(GIC\)-rates/](https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/).

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C.C.1 Background

- 1.1 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 Requirement.
- 1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

C.C.2 Relationship of the Parties

- 2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.
- 2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.
- 2.3 In all dealings related to the Contract, the Parties agree to:
 - a) communicate openly with each other and cooperate in achieving the contractual objectives
 - b) act honestly and ethically
 - c) comply with reasonable commercial standards of fair conduct
 - 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 Conflicts of Interest

- 3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.
- 3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.
- 3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:
 - a) immediately report it to the Customer
 - b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and
 - c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.
- 3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the

Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

C.C.4 Precedence of Documents

- 4.1 The Contract is comprised of:
 - a) Additional Contract Terms (if any)
 - b) if the Contract is issued under a DoSO, the Contract Details Schedule
 - c) Statement of Work
 - d) Commonwealth Contract Terms
 - e) CCS Glossary and Interpretation, and
 - f) additional Contract annexes (if any), unless otherwise agreed in writing between the Parties.
- 4.2 If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.
- 4.3 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

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

C.C.6 Entire Agreement

- 6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 6.2 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 or the RFQ as relevant remain correct.
- 6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.
- 6.4 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

- 7.1 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], and C.C.21 [Compliance with Law and Policy], survive termination or expiry of the Contract.

C.C.8 Notices

- 8.1 A Notice is deemed to be delivered:
 - a) if delivered by hand - on delivery to the relevant address
 - b) if sent by registered post - on delivery to the relevant address, or
 - c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is

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deemed to be delivered on the next working day in that place.

C.C.9 Assignment

- 9.1 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.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting

- 10.1 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.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 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.
- 10.4 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.
- 10.5 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

- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 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 Contract and advise the Customer when it will be able to do so.
- 11.3 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 Contract.

- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 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).
- 11.6 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.
- 11.7 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

- 12.1 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.
- 12.2 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.
- 12.3 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

- 13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (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.
- 13.2 At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace

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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.

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

C.C.14 Liability of the Supplier

14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.

14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.

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

14.4 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

15.1 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.

15.2 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.

15.3 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.

15.4 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 C.C.11 [Delivery and

Acceptance] and the Contract before the effective date of termination or reduction.

15.5 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.

15.6 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

16.1 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 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).

16.2 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

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

17.2 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.

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- 17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- 17.4 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

- 18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:
- both Contract Managers will try to settle the dispute by direct negotiation
 - if unresolved within five (5) Business Days, 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. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")
 - if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, 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
 - failing settlement within twenty (20) Business Days of the Notice Date, 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 thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and
 - If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 18.2 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.
- 18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
- 18.4 Despite the existence of a dispute, the Supplier will continue their performance under the Contract unless requested in writing by the Customer not to do so.
- 18.5 This procedure for dispute resolution does not apply to action relating to C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In

- 19.1 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

- 20.1 If the Contract expires or is terminated under 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 Law and Policy

- 21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.
- 21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.
- 21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.
- 21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:
- immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and
 - comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

21.A Access to Supplier's Premises and Records

- A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, 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 in connection with a request made under the *Freedom of Information Act 1982* (Cth) or an audit or review by the Australian National Audit Office.
- A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.
- A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable

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- cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.
- A.5 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.
- 21.B Privacy Act 1988 (Cth) Requirements**
- B.1 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.
- 21.C Notifiable Data Breaches**
- C.1 If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:
- immediately report it to the Customer and provide a written report within three (3) Business Days, and
 - carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- C.2 Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:
- take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates
 - take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and
 - take any other action as reasonably directed by the Customer.
- 21.D Personal Information**
- D.1 The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.
- D.2 When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).
- D.3 Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).
- 21.E Confidential Information**
- E.1 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.
- E.2 This obligation will not be breached where:
- the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
 - the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.
- E.3 The Customer may at any time require the Supplier to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer.
- E.4 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.
- E.5 The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
- 21.F Security and Safety**
- F.1 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.
- F.2 If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.
- F.3 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.
- F.4 The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including 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.

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21.G Criminal Code

- G.1 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).
- G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

21.H Fraud

- H.1 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.
- H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

21.I Taxation

- I.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

21.J Public Interest Disclosure

- J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).
- J.2 Information for disclosers is available at <https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>.

21.K National Anti-Corruption Commission Act 2022 (Cth) Requirements

- K.1 The Supplier acknowledges that in providing the Goods and/or Services to the Customer under the Contract, it is a contracted service provider for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (NACC Act).
- K.2 The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.

C.C.22 Notification of Significant Events

- 22.1 The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.
- 22.2 The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.
- 22.3 The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where

this occurs the Supplier must issue a Notice under clause 22.1 in relation to the event within three (3) Business Days of being notified by the Customer.

- 22.4 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.

- 22.5 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request.

- 22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:

- how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and
- how the Supplier will ensure events similar to the Significant Event do not occur again, and
- any other matter reasonably requested by the Customer.

- 22.7 The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 22.7 will apply to any resubmitted draft remediation plan.

- 22.8 Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer.

- 22.9 A failure by the Supplier to comply with its obligations under this clause C.C.22 will be a material breach of the Contract. The Customer's rights under this clause C.C.22 are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause C.C.22 will be at no additional cost to the Customer.

C.C.23 Compliance with the Commonwealth Supplier Code of Conduct

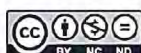
- 23.1 The Supplier must comply with, and ensure that its officers, employees, agents and Subcontractors comply with, the Code in connection with the performance of this Contract.

- 23.2 The Supplier must:

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- a) periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and
 - b) on request from the Customer, promptly provide information regarding:
 - i. the policies, frameworks or systems it has established to monitor and assess compliance with the Code; and
 - ii. the Supplier's compliance with clause 23.1.
- 23.3 The Supplier must immediately issue the Customer a Notice on becoming aware of any breach of clause 23.1. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.
- 23.4 Where the Customer identifies a possible breach of clause 23.1, it may issue the Supplier a Notice, and the Supplier must, within three (3) Business Days of receiving the Notice, either:
- a) where the Supplier considers a breach has not occurred: advise the Customer that there has not been a breach and provide information supporting that determination; or
 - b) where the Supplier considers that a breach has occurred: issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.5 Notwithstanding clause 23.4, a Customer may notify the Supplier in writing that it considers that the Supplier has breached clause 23.1, in which case the Supplier must issue a Notice under clause 23.3 and otherwise comply with its obligations under this clause C.C.23.
- 23.6 A failure by the Supplier to comply with its obligations under any part of this clause will be a material breach of the Contract.
- 23.7 Nothing in this clause or the Code limits, reduces or derogates from the Supplier's other obligations under the Contract. The Customer's rights under this clause are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause will be at no additional cost to the Customer.
- 23.8 The Supplier agrees that the Customer or any other Commonwealth agency may take into account the Supplier's compliance with the Code in any future approach to market or procurement process.



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Commonwealth Contract – Services

Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

“Additional Contract Terms” means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading ‘Additional Contract Terms’.

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

“Approach to Market” or **“ATM”** means the notice inviting Potential Suppliers to participate in the relevant procurement.

“Business Days” means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year’s Day.

“Closing Time” means the closing time and date as specified in the Approach to Market.

“Commonwealth Contracting Suite” or **“CCS”** means the suite of proprietary documents developed for Commonwealth procurements.

“Commonwealth Procurement Rules” means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

“Commonwealth Supplier Code of Conduct” or **“Code”** means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

“Confidential Information” means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

- a) specifically identified as confidential in the Contract or DoSO
- b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
- c) where the information was provided under an understanding that it would remain confidential.

“Conflicts of Interest” means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier’s performance of the Contract or DoSO as relevant.

“Contract” means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

“Contract Details Schedule” means the section in a Contract issued under the DoSO with the heading ‘Contract Details Schedule’.

“Contract Manager” means the ‘Contract Manager’ for the Customer or Supplier representative (as relevant) specified in the Contract.

“Contract Price” means the maximum 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 includes any purchase order number or other Customer reference advised by the Customer’s Contract Manager and the name and specified contact details of the Customer’s Contract Manager
- b) relates only to the Goods and/or Services that have been accepted by the Customer in accordance with the Contract or a payment or milestone schedule identified in the Contract
- c) is correctly calculated and charged in accordance with the Contract
- d) is for an amount which, together with 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 the party specified in the Contract as the Customer.

“Deed of Standing Offer” or **“DoSO”** means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

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Commonwealth Contracting Suite Glossary and Interpretation

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

“DoSO Manager” means the ‘DoSO Manager’ for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

“Electronic invoicing” or **“eInvoicing”** means the automated exchange of invoices directly between the Customer and Supplier’s software or financial systems via the Peppol network, as long as both Parties are Peppol eInvoicing enabled.

“Eligible Data Breach” means an ‘Eligible Data Breach’ as defined in the *Privacy Act 1988* (Cth).

“End Date” means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

“Fraud” means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

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

“Goods and/or Services” means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the Customer,

as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

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

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

“Indigenous Procurement Policy” means the procurement connected policy as described at the National Indigenous Australians Agency website <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>.

“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, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

“Lead Customer” means the party specified in the DoSO as the Lead Customer.

“Material” means any material used or 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 or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

“Peppol” means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website <https://softwaredevelopers.ato.gov.au/eInvoicing>.

“Party” or **“Parties”** means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.

“Personal Information” means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

“Potential Customer” means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

“Potential Supplier” means any entity who is eligible to respond to an ATM.

“Pricing Schedule” means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

“Public Interest Certificate” means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

“Referenced Material” means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

“Request for Quote” or **“RFQ”** means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

Commonwealth Contract – Services

Commonwealth Contracting Suite Glossary and Interpretation

“Required Capabilities” means:

- a) in the DoSO ATM, the description of the Lead Customer's required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
- b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

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

- a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading ‘The Requirement’
- b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading ‘The Requirement’, or
- c) for the purposes of the Commonwealth Purchase Order Terms, the Customer's purchase order or similar ordering document setting out the Goods and/or Services.

“Response” means information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

- a) provide the Requirement under the ATM or Request for Quote, or
- b) meet a Required Capability under the DoSO ATM.

“Satisfactory” in relation to the Shadow Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.

“Shadow Economy Policy” means the *Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-t369466>.

“Significant Event” means:

- a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
- b) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.

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

“Standing Offer Arrangement” means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

“Standing Offer Details” means the section of the DoSO with the heading ‘Standing Offer Details’.

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

“Statement of Tax Record” means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.

“Statement of Work” means the section or schedule of the Contract (as the case may be) with the heading ‘Statement of Work’.

“Subcontractor” means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

“Supplier” means a party specified in the Contract or the DoSO as the Supplier.

“Valid” in relation to the Shadow Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Shadow Economy Policy.

Commonwealth Contract – Services

Commonwealth Contracting Suite Glossary and Interpretation

Interpretation

In the Commonwealth Contracting Suite, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words 'including', 'such as', 'particularly' and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and
- g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

Clause Reference	Section / Part	CCS Document
A.A.[x]	Statement of Requirement	CCS Approach to Market (ATM)
A.B.[x]	Commonwealth Approach to Market (ATM) Terms	
A.C.[x]	Additional Contract Terms	Commonwealth Contract
C.A.[x]	Statement of Work	
C.B.[x]	Additional Contract Terms	
C.C.[x]	Commonwealth Contract Terms	
P.C.[x]	Commonwealth Purchase Order Terms	Commonwealth Purchase Order Terms
D.A.[x]	CCS DoSO ATM	CCS Deed of Standing Offer (DoSO)
D.B.[x]	Commonwealth DoSO ATM Terms	
D.C.[x]	DoSO ATM Response Form	
D.D.[x]	CCS DoSO	
D.D.3(x)	Additional DoSO Terms	
D.E.[x]	Commonwealth DoSO Terms	
R.A.[x]	Schedule 1 - Statement of Work	CCS DoSO RFQ and Contract
R.B.[x]	Schedule 2 - Additional Contract Terms	
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	

Commonwealth Contract – Services

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – 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 Interpretation
- 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 Net Zero Economy Authority (ABN 47465420890) by its duly authorised delegate	
Signature of Delegate:	 s 47E(c)
Printed Name:	RACHEL LIVINGSTON
Position:	FIRST ASSISTANT SECRETARY
Date:	23/6/2025
Signature of Witness:	 s 47E(c)
Printed Name of Witness:	
Executed by Karuah Enterprises Pty Ltd (ABN 67 117 718 171) in accordance with Section 127 of the <i>Corporations Act 2001</i> :	
Signature of Director/Company Secretary:	 s 47F
Printed Name:	Prof Roy Green
Position:	Managing Director
Date:	June 20 2025
Signature of Witness:	 s 47F
Printed Name of Witness:	 s 47F

Declaration of Interests

In accordance with sub-section 13(7) of the *Public Service Act 1999* (PS Act) an Australian Public Service (APS) employee must:

- take reasonable steps to avoid any conflict of interest (real or apparent) in connection with the employee's APS employment, and
- disclose details of any material personal interest of the employee in connection with the employee's APS employment.

Who is required to declare, in relation to what and when?

Net Zero Economy Authority (Authority) employees, secondees and labour hire contractors are required to submit a declaration of their material private interests and those of their immediate family as required in **Table 1:**¹

Table 1 – Declaration criteria

Declarant	Activity	Time of declaration
SES employees	All substantive SES employees	Annually
Employees (Subject to the discretion of the responsible SES employee)	Involvement in a project or workstream where proactive disclosure of interests is warranted: e.g. a project involving commercial transactions or a workstream involving regulatory/statutory responsibilities	Prior to involvement in project/workstream
Employees & secondees	Direct involvement in the administration of a procurement, recruitment or grants process	Prior to commencing the process
Employees	Anticipated involvement in employment (paid or unpaid) outside the APS	Prior to commencing employment
Employees, secondees and labour hire contractors	Any activity for or on behalf of the Authority	As soon as a material personal interest arises

The declaration of material personal interests includes, but is not limited to: real estate; shareholdings; trusts or nominee companies; company directorships or partnerships; other significant sources of income; gifts; political activities; private business employment; voluntary activities; social or personal relationships; other activities that could or could be seen to impact upon the decisions/activities that you are undertaking or the advice you are giving. A list of examples of areas where material personal interests might arise are provided at [Attachment A](#) to the Authority's [Conflict of interest Policy](#).

For further information, please refer to the Authority's [Conflict of interest Policy](#) and [Section 5 of the APS Values and Code of Conduct in Practice](#).

¹ This information is required pursuant to a public servant's obligation under the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) and subsection 13(7) of the *Public Service Act 1999* (PS Act).

What is the process?

1. It is your responsibility to discuss possible conflicts of interest with your manager and agree steps or actions to manage or eliminate the possible conflict.
2. Approved declarations of interest forms must be provided to the Governance & Legal Team via email to: s 47E(d) [@pmc.gov.au](mailto:_____@pmc.gov.au)
3. Declarations must be revised and resubmitted whenever there is a change in personal circumstances and/or a change in work responsibilities that could involve a new real or apparent conflict of interest.

What does the Authority do with the information?

The Authority is collecting the personal information requested in this form for the purpose of identifying personal and other interests that could or could be seen to influence the decisions/activities that you are undertaking or the advice you are giving. The Governance & Legal Team will hold this information in a secure folder.

We will only provide this information to those within the Authority authorised to access this information for Authority purposes. We will not provide any of the information collected from you to anyone outside the Authority unless you have given consent for this to occur, or as required by law. The Authority's [Privacy Policy](#) describes when this might occur.

Providing us with the requested information is in accordance under the *Public Governance, Performance and Accountability Act 2013* (PGPA Act) and subsection 13(7) of the PS Act.

The Authority's [Privacy Policy](#) explains how the Authority stores, handles and protects the information provided by you. Please refer to the Privacy Policy for information about how you can request to access or correct the personal information we hold about you, and who to contact if you have a privacy enquiry or complaint

Personal Details	
Name:	Emeritis Professor Roy Green AM
Position / Title / Role:	Eminent person responsible for undertaking the EIJP Review
Branch/Division:	EIJP Review Branch, Worker Transition Division

Possible Conflicts of interest		
Please identify any material personal interests that could influence, or could reasonably be seen to influence your current duties. The types of interests that may need to be disclosed include real estate; shareholdings; trusts or nominee companies; company directorships or partnerships; other significant sources of income; gifts; political activities; private business employment; voluntary activities; social or personal relationships; that could or could be seen to impact upon the decisions/activities that you are undertaking or the advice you are giving. A list of examples of areas where material personal interests might arise are provided at Attachment A to the Authority's Conflict of interest Policy.		
	YES	NO
Financial	☐	☒
Real Estate	☐	☒
Outside Employment	☒	☐
Personal Relationships	☐	☒
Gifts (including invite-only airline memberships)	☐	☒
Other	☐	☒

If you answered yes to any of the categories above, please provide details below.

Current (part-time) positions – Special Innovation Adviser at University of Technology Sydney (UTS) Chair, Advanced Robotics for Manufacturing (ARM) Hub Board director, SmartSat CRC Advisory Board to Vice Chancellor, University of Newcastle Member, Charles Sturt University (CSU) Council Member, Australian Design Council Fellow, Centre for Policy Development Former positions (last 10 years) – Chair, Port of Newcastle Chair, Queensland Competition Authority Board director, Innovative Manufacturing CRC Member, NSW Modern Manufacturing Taskforce Reviewer, SA Advanced Manufacturing Strategy Dean, UTS Business School

Interests of Immediate Family Members
Immediate family members include, but are not limited to: spouses, dependent children and any other relatives and close friends who live with you or with whom you have a dependent relationship.

This is only required if your immediate family member/s personal and/or financial circumstances could, or could be seen to, influence the decisions/activities that you are undertaking or the advice you are giving, and give rise to a conflict.

Name of immediate family members	Relationship to you	Nature of interest
		N/A

Declaration of Consent

I am aware that my information has been collected for the purpose of identifying material personal interests that could or could be seen to influence the decisions/activities/advice that the employee / secondee / labour hire contractor covered by the Declaration is undertaking. I am aware of the Privacy Principles set out in the *Privacy Act 1988* which authorise the collection and the third parties to whom my personal information may be disclosed. I consent to the collection of my personal information by the Authority.

Immediate Family Member

Name		Relationship to Employee	
Signature		Date	

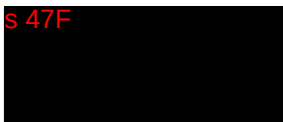
Mitigation Strategy

Please outline the mitigation strategies for managing any possible conflicts of interest identified.

Declaration

I declare that:

1. To the best of my knowledge, all information recorded in this form is a complete and accurate record.
2. I have informed my immediate family members about the requirement to record details pertaining to any material personal interests.
3. [For APS employees] I am aware of my responsibilities under the APS Code of Conduct to:
 - a. behave honestly and with integrity in connection with APS employment
 - b. take reasonable steps to avoid any conflict of interest (real or apparent) and disclose details of any material personal interest in connection with APS employment, and
 - c. not make improper use of inside information, or my duties, status, power or authority.
4. I have read and understood the Authority's Conflict of Interest policy and other related policies.

Signature		Date	June 17 2025
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Manager Assessment

Possible conflict(s) of interests has been identified as:

☒ No conflict of interest	☐ A real conflict of interest	☐ An apparent conflict of interest
☐ A potential conflict of interest	☐ Pecuniary interest	☐ Non-pecuniary interest

Manager Comments (document action to be taken to manage, mitigate or remove any conflict of interest):

We note the declarations of current and past outside employment and will work with Professor Green to manage any perceived or actual conflicts of interest that may arise throughout the course of the review.

Name	Rachel McVicar	Date	18 June 2025
Position	Assistant Secretary (A/g), EIJP Review Branch, Worker Transition Division		

s 47E(c)

From: s 47E(c)
Sent: Monday, 9 June 2025 3:07 PM
To: Shankey, David; NZEA CEO Office
Cc: McVicar, Rachel; s 47E(c)
Subject: FOR CLEARANCE: Information brief to Minister Ayres on s68 review - Energy Industry Jobs Plan [SEC=OFFICIAL:Sensitive]
Attachments: NZEA Ayres - Ministerial Submission - Information Brief.docx; 02.06.2025 - Attachment A - Terms of Reference.docx; 02.06.2025 - ATTACHMENT B - list of stakeholders to receive TOR.docx; 02.06.2025 - Attachment C - Reviewer selection process.docx; 02.06.2025 - Attachment D - Stakeholder issues register.docx

OFFICIAL: Sensitive

Hi David

Please find attached and linked below an information brief for Minister Ayres concerning your decisions on the section 68 review of Part 5 of the NZEA Act (Energy Industry Jobs Plan). The brief provides the Minister with:

- The terms of reference and details on how they were developed
- Information on the engagement of Emeritus Professor Roy Green AM
- Details on stakeholder issues and sensitivities relevant to the review

Currently this is drafted to go out under my signature but happy to amend this if you'd rather it be under yours.

Once you've cleared the information brief, we'll arrange for it to be provided to the MO via DISR. We've provided a verbal heads up to DISR and I'll send a copy of the brief to them as well once you're happy with it.

Document
Primary document: NZEA Ayres - Ministerial Submission - Information Brief.docx
Attachment A: Terms of reference
Attachment B: List of stakeholders consulted on the TOR
Attachment C: Reviewer selection process
Attachment D: Register of stakeholder issues

Thanks

Rachel

Rachel Livingston (she/her)

First Assistant Secretary, Worker Transition Division

Net Zero Economy Agency

m. s 47E(d)

Ngunawal Country, Charles Perkins House, 16 Bowes St Phillip ACT | PO Box 6500 CANBERRA ACT 2600

w. pmc.gov.au/NetZero



The Department acknowledges and pays respect to the past, present and emerging Elders and Traditional Custodians of Country, and the continuation of cultural, spiritual and educational practices of Aboriginal and Torres Strait Islander peoples.

NET ZERO ECONOMY AUTHORITY ACT 2024 – SECTION 68 REVIEW OF PART 5 – ENERGY INDUSTRY JOBS PLAN

Minister for Industry and Innovation; Minister for Science, we recommend:

- That you note the *Net Zero Economy Authority Act 2024* (the Act) requires a review of Part 5 of the Act. The review is scheduled to commence in July 2025 and must be completed no later than 10 December 2025. On receipt of the review, you are required to cause it to be tabled in both Houses of Parliament.

Noted / Please discuss

- That you note the terms of reference (**Attachment A** refers), which focus on the operation of Part 5 of the Act and the merit and timing of conducting a future review of Part 5, noting that key provisions may not be operationalised in the review period.

Noted / Please discuss

- That you note Emeritus Professor Roy Green AM will be engaged as the independent reviewer.

Noted / Please discuss

Minister Tim Ayres

Date:

Comments:

KEY POINTS

- The commencement of the *Net Zero Economy Authority Act 2024* (the Act) established the Net Zero Economy Authority (the Authority) and the Energy Industry Jobs Plan (EIJP). The EIJP is intended to support employees of eligible coal- and gas-fired power stations and dependent businesses to transition to new employment.
- The Act requires the Authority's Chief Executive Officer, Mr David Shankey, to conduct, or cause, a review of Part 5 of the Act – the EIJP – within 12 months of the Act's commencement (s.68). While section 68 requires the Minister to cause the finished review to be tabled in both Houses of Parliament, it does not establish a role for the Minister in determining how the review is conducted or its delivery.
 - The review will commence in July 2025 and must be completed by 10 December 2025.
- Mr Shankey has finalised the terms of reference (TOR) at **Attachment A**. The TOR:
 - Focus the review on the operation of Part 5 of the Act and whether any amendments are desirable, in line with the requirements of subsection 68(3) of the Act in order to ensure that legislation operates as intended.

PDR Number

- Allow the reviewer to consider the merit and timing of future reviews of Part 5 and associated redeployment supports.
 - Excludes consideration of the Act as whole, other legislation (including the *Fair Work Act 2009*) and the broader operation of the Fair Work Commission (FWC) which has responsibility for making determinations under Part 5. These exclusions aim to prevent the review from investigating matters beyond the remit described in section 68 of the Act.
- A draft version of the TOR was provided to the Authority's Board and the external stakeholders at **Attachment B** for input. Feedback was only received from the Australian Council of Trade Unions (ACTU), who suggested the review could investigate a range of additional issues including: expanding the scope of industries and facilities beyond power stations and supply chain businesses; levers for ensuring local businesses participate in redeployment pools; and how investment facilitation might support the function of the EIJP. Further detail on this and other issues is at 'Risks and sensitivities' below.
- The review will be conducted independently by Emeritus Professor Roy Green AM. Noting Mr Shankey's statutory responsibilities across Part 5 of the Act and the fact that the review will be undertaken at the same time as the legislation is being implemented (including for Torrens B, Eraring and Collie power station closures), engaging an external reviewer is the preferred model to support the review's independence and the credibility of its recommendations.
 - Emeritus Professor Green's engagement is the result of a robust selection process outlined in **Attachment C**. This process included the establishment of a skills matrix formalising the reviewer's desirable skills, with discussions conducted with a range of individuals capable of meeting this criteria.
 - Emeritus Professor Green is Special Innovation Advisor at the University of Technology Sydney. He has over 30 years of experience across research, innovation and public policy development, including in the areas of industrial policy and regional economic development. In addition to his experience as an adviser to state, Commonwealth and international governments, Emeritus Professor Green has held board and chair roles across multiple sectors, including manufacturing, infrastructure and energy transition.
 - A full due diligence check was undertaken for Emeritus Professor Green, with no significant issues identified.
 - Emeritus Professor Green will be engaged through a contract for labour hire arrangement and contract negotiations are underway.
- The consultation phase of the review is scheduled for late July – August 2025. Consultation is likely to include a public submissions process and meetings or roundtables with employers, business peaks and unions. This could include regional visits to Adelaide, South Australia, the Hunter Valley, New South Wales and Collie, Western Australia.
- You will receive further briefing on the next steps toward the end of the review process. Under section 68, Emeritus Professor Green must provide you with the finalised review after its completion. After receipt, you must cause the review to be tabled in both Houses of Parliament within 15 sitting days of that House.
- We will update your office ahead of the public release of the review's terms of reference, including providing a copy of any proposed media releases.

SUPPLEMENTARY INFORMATION

- Subsection 68(3) of the Act states that the Authority's CEO must conduct, or cause to be conducted, a review into the operation of Part 5, including consideration of whether any amendments to that Part are desirable. Subsection 68(4) provides that the CEO must ensure that the review is completed

PDR Number

within 12 months of the day on which section 68 commenced (i.e. the review must be completed by the end of 10 December 2025).

- Subsections 68(5) and 68(6) of the Act state that the responsible Minister must be provided with a written report of the review. Under subsection 68(7), the Minister must then cause a copy of the report to be tabled in each House of Parliament within 15 sitting days of that House after the report is given to the Minister.
- Part 5 of the Act sets out the EIJP provisions. The EIJP was designed to promote a coordinated response to the retirement of ageing energy assets by ensuring that workers have the right supports, skills and opportunities to access new employment.
- Under Part 5, the Authority's CEO may undertake a process (i.e. the 'community of interest' process set out in section 55) to assess whether the EIJP is needed for an upcoming closure. The process includes consultation with key stakeholders including employers, employee organisations, employer organisations and community groups. After completing the process, the CEO may apply to the FWC to make a determination.
- Where the CEO decides to apply to the FWC for a community of interest determination, and the FWC makes a determination, closing power stations and dependent employers specified in that determination will have legislated obligations under Part 5 of the Act to support their employees to seek and obtain new employment, including access to training, career planning and financial advice.
- While the Act has now commenced, only limited provisions within Part 5 are likely to be used during the review period. To date, community of interest consultation processes have occurred in relation to the expected closure of Torrens Island B Power Station in Adelaide, South Australia and have recently commenced for Eraring Power Station in the Hunter Valley, New South Wales. A community of interest process for the Collie Power Station in Western Australia is also due to commence prior to the end of the review period.
 - You will be informed of Mr Shankey's decision on whether to apply to the FWC for a determination for each of these closures in due course.
- Further to the section 68 review, the Act provides for additional independent reviews of the broader operation of the Act under section 80A. Under this section, the Minister must cause an independent review of the operation of the Act to be conducted on the recommendation of the Authority's Board if the recommendation is made within nine years of the commencement of the Act or the completion of a previous review under section 80A. If the Board does not make a recommendation within this nine year period, the Minister must cause the review to be conducted before the end of a period of 10 years.
 - The terms of reference for this review must include a review of the operation of Part 5.

Risks and Sensitivities

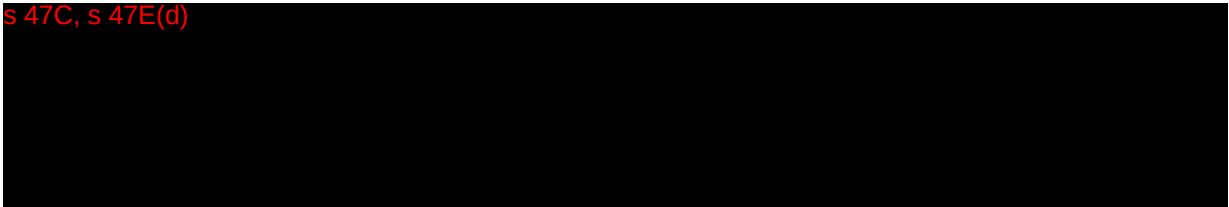
s 47C, s 47E(d)

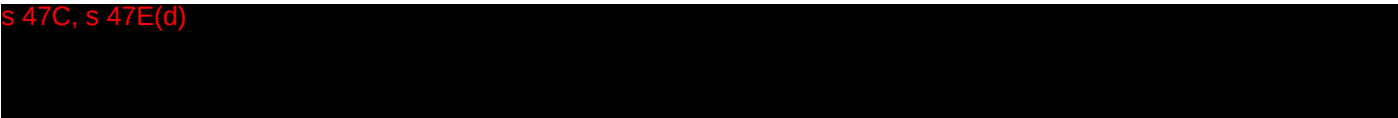
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- In developing the terms of reference the Authority has had regard to a number of factors including:

PDR Number

- s 47C, s 47E(d)

- The limited time available to undertake the review to a high standard and ensure stakeholders are genuinely consulted.
- The stated intent of the Parliament in legislating for the review, having regard to public statements at the time and the Explanatory Memorandum, and
- The resources available to the Authority to support the review.
- The Authority is committed to ensuring the outcomes of EIJP are carefully assessed and is in the process of developing a dedicated monitoring and evaluation framework to support this process. This will be developed in consultation with stakeholders and the Authority's Board.

s 47C, s 47E(d)


Consultation

Corporate Branch, Net Zero Economy Authority

Clearance Officer

Rachel Livingston

First Assistant Secretary

Worker Transition Division

10/06/2025

Contact Officer

Rachel McVicar

Assistant Secretary (A/g)

EIJP Review Taskforce

s 47E(c)


Circulation

DISR Tara Oliver, Head of Division, Industry and Manufacturing Division

MO Chief of Staff,____; ____;____

PDR Number

ATTACHMENTS:

ATTACHMENT A – TERMS OF REFERENCE

ATTACHMENT B – LIST OF STAKEHOLDERS CONSULTED ON TERMS OF REFERENCE

ATTACHMENT C – REVIEWER SELECTION PROCESS

ATTACHMENT D – REGISTER OF STAKEHOLDER ISSUES

Terms of Reference

Terms of Reference – Statutory Review of Part 5 of the *Net Zero Economy Authority Act 2024*

Context

The *Net Zero Economy Authority Act 2024* (the Act) commenced in December 2024, establishing the Net Zero Economy Authority (Authority) and the Energy Industry Jobs Plan (EIJP). The objects of the Act include ensuring that Australia's regions, communities and workers are supported to manage the impacts, and share in the benefits, of Australia's transition to a net zero emissions economy.

Most of Australia's coal-fired power stations, and some gas-fired power stations, have announced expected closure dates over the coming decades. The retirement of ageing energy assets will cause significant economic and workforce changes, particularly in Australia's industrial regions. Accordingly, the EIJP was designed to promote a coordinated response to these changes by ensuring that workers directly impacted by power station closures and workers in some dependent businesses in their supply chains (such as coal mines) have the right supports, skills and opportunities to access new employment. The intent is to provide these supports well ahead of facility closures to give people more time to prepare for new employment and to avoid the adverse impacts experienced by communities from previous unplanned closures.

Legislative scope and framework

The EIJP provisions are set out in Part 5 of the Act. The implementation of this Part realises Parliament's intention to build a world-leading and consistent approach to worker support in the context of the energy transition while recognising the individual circumstances of each business. The legislative framework targets the EIJP to closures where it is most needed.¹ The model "reflects the outcomes of detailed consultations with employee and employer groups. [It is] about supporting workers on the front line of the energy transition."²

Parliament intended for this framework to operate within the existing workplace relations framework. Likewise, the intent is not to set up separate reporting obligations to announce closure dates, but rather to link to existing obligations and reporting methods (such as under electricity rules or notices to the Australian Stock Exchange).³

The EIJP framework enables the Authority to identify, and the Fair Work Commission (FWC) to determine, which employers and workers would benefit from the application of the EIJP provisions. Part 5 of the Act is administered by the CEO of the Authority. Under this Part, the CEO may undertake a process (i.e. the community of interest process set out in section 55) to assess whether the EIJP is needed for an upcoming closure (i.e. through an application for a community of interest determination under section 56). The process includes consultation with key stakeholders including employers, employee organisations, employer organisations and community groups. After completing the process, the CEO may apply to the FWC to make a determination (i.e. under section 57 of the Act). In this application, the CEO must have regard to various matters, including factors that could impact the employment outcomes of workers, and the impact on the broader community, after the closure. The CEO of the Authority and FWC are required to consider existing

¹ Revised Explanatory Memorandum, *Net Zero Economy Authority Act 2024*, p.42

² Second Reading Speech, delivered by the Hon Patrick Gorman MP, Assistant Minister to the Prime Minister, on Wednesday, 27 March 2024

³ Revised Explanatory Memorandum, *Net Zero Economy Authority Act 2024*, p. 19

industrial arrangements and supports, among other things, when deciding how the legislative framework applies to a particular power station closure.

Where the CEO decides to apply to the FWC for a community of interest determination, and the FWC makes a determination, closing power stations and dependent employers specified in that determination will have legislated obligations under Part 5 of the Act to support their employees to seek and obtain new employment, including access to training, career planning and financial advice. The legislative framework specifies the types of support that participating employers must provide to their employees and establishes pathways for employers and unions to clarify what actions the employer must take for employers to meet their obligations.

Since the Act commenced on 11 December 2024, the Authority has applied Part 5 of the Act in three separate instances:

- On 19 December 2024, the Authority's CEO exercised statutory discretion to not undertake a community of interest process under Part 5 for the closure of Muja C Unit 6 in Collie, Western Australia. This decision was informed by significant consultation and took into account that the closure of the unit would not result in any involuntary redundancies in the broader Muja Power Station or within its supply chain.
- On 13 January 2025, the CEO announced a community of interest process under Part 5 of the Act for Torrens Island B Power Station in Adelaide, South Australia, which is scheduled to close in June 2026.
- On 27 May 2025, the CEO announced a community of interest process under Part 5 of the Act for Eraring Power Station in Lake Macquarie, New South Wales, which is scheduled to close in August 2027.

In relation to Torrens Island B and Eraring power stations, the community of interest processes will support the CEO to decide whether to make an application to the FWC for a community of interest determination for either closure. The Authority will announce the outcome of these processes as soon as practicable.

Upcoming closures where the EIJP provisions in Part 5 of the Act may apply include Collie Power Station in Western Australia scheduled to close in October 2027 and Yallourn Power Station in Victoria scheduled to close in June 2028.

Legislative basis for the Review

Subsection 68(3) of the Act states that the CEO must conduct, or cause to be conducted, a review into the operation of Part 5, including consideration of whether any amendments to that Part are desirable. Subsection 68(4) provides that the CEO must ensure that the review is completed within 12 months of the day on which section 68 commenced (i.e. the review must be completed by the end of 10 December 2025).

Subsections 68(5) and 68(6) of the Act state that the responsible Minister must be provided with a written report of the review. Under subsection 68(7), the Minister must then table a copy of the report in each House of Parliament within 15 sitting days of that House after the report is given to the Minister.

Matters to be considered by the Review

The review will seek to identify the effectiveness (including the likely effectiveness) of Part 5 and include consideration of whether any amendments to this Part are desirable (because, for example, there are unintended consequences of the legislative framework).

Noting some provisions in Part 5 may not have been used due to the timing of the review, this will necessarily limit the assessment of their practical operation.

1. The review will assess whether the following aspects of Part 5 are operating, or are expected to operate, as the Parliament intended:

- 1.1. The definitions of employers (closing, dependent and receiving) and transition employees, and how trigger notices and geographic areas are specified (sections 6-9 of the Act).⁴
- 1.2. The community of interest process outlined in section 55 of the Act, including the expression of interest for employers who may offer impacted workers new employment, the application process for a community of interest determination outlined in section 56, and the process in section 57, which provides for the FWC to make a community of interest determination.
- 1.3. Obligations applying to closing and dependent employers specified in a community of interest determination, as outlined in sections 58 and 59 of the Act.
- 1.4. Processes available to employers, employee organisations, workers and the CEO of the Authority for the FWC to determine actions that closing or dependent employers must take to meet their obligations, as outlined in sections 60, 61 and 62 of the Act, and the dispute resolution process in section 61A.
- 1.5. The Energy Industry Worker Redeployment Advisory Group established under section 63, and whether the group is undertaking its role as set out in the Act.
- 1.6. Information management provisions under sections 64, 65 and 66, including whether these provisions have worked as intended where the CEO has relied on them to require or inspect information or documents, or to provide information to employers.
- 1.7. Enforcement, compensation, injunction and costs provisions under sections 67, 67A, 67B, 67C.
- 1.8. The CEO's promotion of compliance with Part 5 under section 68, including through the provision of education, assistance, advice and information to closing, dependent and receiving employers and employees of those employers, and whether the CEO has monitored compliance with Part 5.
2. The review will also assess the merit and timing of future reviews of the operation of Part 5 and associated redeployment supports provided by the Authority.

Out of scope

The review will not consider changes to or make recommendations on:

- Parts of the Act outside of Part 5 and not directly related to the operation of Part 5
- The operation of the *Fair Work Act 2009*
- The broader operation of the Fair Work Commission
- Other Commonwealth legislation (e.g. relating to energy, resources or industrial facilities)
- The administered funding appropriated to the Authority to establish redeployment pools

Process and timing

The Authority CEO has appointed Emeritus Professor Roy Green AM (the Reviewer) to undertake the Review. The Reviewer will be supported by staff from the Authority.

The Review will commence in July 2025. The Review will involve a period of public consultation, commencing with a call for public submissions. Consultation must be conducted with relevant stakeholders, including but not limited to employee organisations, employer organisations, designated closing and dependent employers, non-governmental organisations, relevant communities, and other interested groups and individuals.

Once the Review is complete, the Reviewer must give the CEO and the Minister a written report of the Review.

⁴ These definitions are not located in Part 5 of the Act but are relevant to how Part 5 operates.

External stakeholders consulted on the draft terms of reference

Unions				
Organisation	Individual	Association with NZEA/EIJP	Date	Response
Australian Council of Trade Unions	s 47F	Member of the Energy Industry Worker Redeployment Advisory Group (EIWRAG)	28 April 2025	Response received on 4 June 2025
		Member of Stakeholder Panel	2 May 2025	
Australian Manufacturing Workers Union		Member of Stakeholder Panel	2 May 2025	Nil response
		Member of the EIWRAG	28 April 2025	
Mining and Energy Union		Member of Stakeholder Panel	2 May 2025	
		Member of the EIWRAG	28 April 2025	
Australian Services Union		Member of Stakeholder Panel	2 May 2025	
Australian Workers Union		Member of Stakeholder Panel	2 May 2025	
Collieries' Staff and Officials Association		Member of Stakeholder Panel	2 May 2025	
Electrical Trades Union of Australia		Member of Stakeholder Panel	2 May 2025	
Business and industry				
Organisation	Individual	Association with NZEA/EIJP	Date	Response
Australian Industry Group	s 47F	Member of Stakeholder Panel	2 May 2025	Nil response
		Member of the EIWRAG	28 April 2025	
Business Council of Australia		Member of the EIWRAG	28 April 2025	
		Member of Stakeholder Panel	2 May 2025	
National Electrical and Communications Association		Member of the EIWRAG	28 April 2025	

Australian Chamber of Commerce and Industry	s 47F	Member of Stakeholder Panel	2 May 2025	
Australian Council of Superannuation Investors		Member of Stakeholder Panel	2 May 2025	
Clean Energy Council		Member of Stakeholder Panel	2 May 2025	
Investor Group on Climate Change		Member of Stakeholder Panel	2 May 2025	
Minerals Council of Australia		Member of Stakeholder Panel	2 May 2025	
Australian Energy Council		Member of Stakeholder Panel	2 May 2025	
Civil society				
Organisation	Individual	Association with NZEA/EIJP	Date	Response
Australian Council of Social Service	s 47F	Member of Stakeholder Panel	2 May 2025	Nil response
Australian Local Government Association		Member of Stakeholder Panel	2 May 2025	
The Next Economy		Member of Stakeholder Panel	2 May 2025	
Rewiring Australia		Member of Stakeholder Panel	2 May 2025	
Beyond Zero Emissions		Member of Stakeholder Panel	2 May 2025	
Australian Sustainable Finance Institute		Member of Stakeholder Panel	2 May 2025	
First Nations				
Organisation	Individual	Association with NZEA/EIJP	Date	Response
First Nations Clean Energy Network	s 47F	Member of Stakeholder Panel	2 May 2025	Nil response
Coalition of Peaks		Member of Stakeholder Panel	2 May 2025	

Reviewer Selection Process

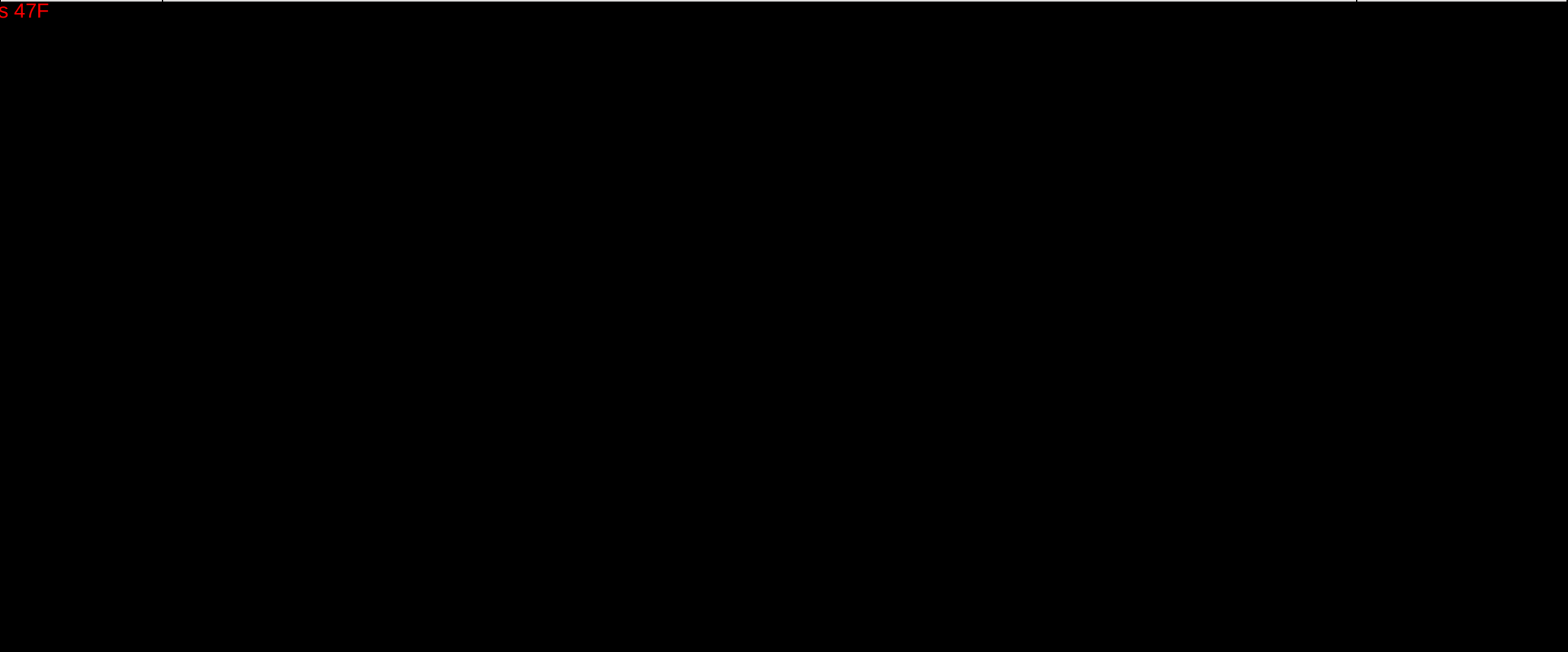
Table 1: Step-by-step process

	Details
Step One: Production of a skills matrix	- The Net Zero Economy Authority (Authority) produced a skills matrix mapping the skills an individual would need to demonstrate their suitability to undertake the section 68 review. The Authority's Board was consulted on an initial draft. - The finalised skills matrix is below in Table 2.
Step Two: Discussions with potentially qualified individuals	- The Authority's Chief Executive Officer, Mr David Shankey, held initial non-committal discussions with a range of candidates who fulfil elements of the skills matrix to gauge interest and availability. - A list of individuals and meetings dates is below in Table 3.
Step Three: Selection of Emeritus Professor Roy Green AM	A combination of factors support the engagement of Emeritus Professor Green as the most suitable individual to deliver the section 68 review of Part 5 of the Act: s 47C

		s 47C
Step Four: Entering into an arrangement with Emeritus Professor Green	• The engagement of Emeritus Professor Green will be undertaken in accordance with the Commonwealth Procurement Rules (CPRs), specifically as a 'Contract for Labour Hire'. This includes the appointment of an eminent individual to a special role by an Accountable Authority. • The engagement will utilise the Commonwealth Contracting Suite. • Prior to commencement, Emeritus Professor Green will be required to complete a Conflict of Interest Declaration, a Statement of Private Interests and a Deed of Confidentiality. • As this is a procurement, the basic details of the arrangement will be published on AusTender.	

Table 3: Candidates approached during market research phase

Candidate	Short Biography	Discussion Date
Emeritus Professor Roy Green	Emeritus Professor Green is a Special Innovation Advisor at the University of Technology Sydney (UTS) and the former Dean of the UTS Business School. He is also an expert adviser to the Centre for Policy Development's Just Transitions workstream and as a member of the Board of CSIRO and SmartSat CRC. He has extensive advisory experience for state and federal government and previously conducted the Australian Government's 2008 Review of the Textile, Clothing and Footwear Industries. He has over 30 years of experience across research, innovation and public policy development, including in the areas of industrial policy and regional economic development.	23 May 2025



S 47F

s 47E(c)

From: Shankey, David
Sent: Tuesday, 10 June 2025 5:36 PM
To: Livingston, Rachel; NZEA CEO Office
Cc: McVicar, Rachel; s 47E(c)
Subject: RE: FOR CLEARANCE: Information brief to Minister Ayres on s68 review - Energy Industry Jobs Plan [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Good to go, thank you

David Shankey
Chief Executive Officer



Executive Officer: s 47E(c) @pmc.gov.au
Executive Assistant: s 47E(c) @pmc.gov.au

s 47E(c)
PO Box 6500 CANBERRA ACT 2600

www.netzero.gov.au



The Authority acknowledges and pays respect to the past, present and emerging Elders and Traditional Custodians of Country, and the continuation of cultural, spiritual and educational practices of Aboriginal and Torres Strait Islander peoples.

From: Livingston, Rachel <s 47E(c) @pmc.gov.au>
Sent: Monday, 9 June 2025 3:07 PM
To: Shankey, David <s 47E(c) @pmc.gov.au>; NZEA CEO Office <s 47E(d) @pmc.gov.au>
Cc: McVicar, Rachel <s 47E(c) @pmc.gov.au>; s 47E(c) @pmc.gov.au; s 47E(c) @pmc.gov.au; s 47E(c) @pmc.gov.au; s 47E(c) @pmc.gov.au
Subject: FOR CLEARANCE: Information brief to Minister Ayres on s68 review - Energy Industry Jobs Plan [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Hi David

Please find attached and linked below an information brief for Minister Ayres concerning your decisions on the section 68 review of Part 5 of the NZEA Act (Energy Industry Jobs Plan). The brief provides the Minister with:

- The terms of reference and details on how they were developed
- Information on the engagement of Emeritus Professor Roy Green AM
- Details on stakeholder issues and sensitivities relevant to the review

Currently this is drafted to go out under my signature but happy to amend this if you'd rather it be under yours.

Once you've cleared the information brief, we'll arrange for it to be provided to the MO via DISR. We've provided a verbal heads up to DISR and I'll send a copy of the brief to them as well once you're happy with it.

Document
Primary document: NZEA Ayres - Ministerial Submission - Information Brief.docx
Attachment A: Terms of reference
Attachment B: List of stakeholders consulted on the TOR
Attachment C: Reviewer selection process
Attachment D: Register of stakeholder issues

Thanks

Rachel

Rachel Livingston (she/her)

First Assistant Secretary, Worker Transition Division

Net Zero Economy Agency

m. s 47E(d)

Ngunawal Country, Charles Perkins House, 16 Bowes St Phillip ACT | PO Box 6500 CANBERRA ACT 2600

w. pmc.gov.au/NetZero



The Department acknowledges and pays respect to the past, present and emerging Elders and Traditional Custodians of Country, and the continuation of cultural, spiritual and educational practices of Aboriginal and Torres Strait Islander peoples.

s 47E(c)

From: McVicar, Rachel
Sent: Tuesday, 5 August 2025 12:04 PM
To: s 47E(c)
Subject: MS25-000670 - Net Zero Economy Authority Act 2024 – Section 68 Review of Part 5 – Energy Industry Jobs Plan [SEC=OFFICIAL:Sensitive [SEC=OFFICIAL:Sensitive]
Attachments: MS25-000670 - signed.pdf

From: s 47E(c) @pmc.gov.au>
Sent: Wednesday, 18 June 2025 1:29 PM
To: Livingston, Rachel <s 47E(c) @pmc.gov.au>; McVicar, Rachel <s 47E(c) @pmc.gov.au>
Cc: s 47E(d) @pmc.gov.au>; s 47E(c) @pmc.gov.au>; s 47E(c) @pmc.gov.au>
Subject: FW: MS25-000670 - Net Zero Economy Authority Act 2024 – Section 68 Review of Part 5 – Energy Industry Jobs Plan [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Good afternoon EIJP Colleagues,

Please see attached signed brief on *Net Zero Economy Authority Act 2024 - Section 68 Review of Part 5 – Energy Industry Jobs Plan*.

Kind regards,

s 47E(c) | Adviser & Cabinet Liaison Officer
Board and Parliamentary | Policy Analysis and Board Branch
Net Zero Economy Authority
p. s 47E(c)
e. s 47E(c) @pmc.gov.au w. pmc.gov.au

From: s 47E(d) @industry.gov.au>
Sent: Wednesday, 18 June 2025 1:21 PM
To: s 47E(c) @pmc.gov.au>
Cc: Parl Briefs <ParlBriefs@industry.gov.au>
Subject: MS25-000670 - Net Zero Economy Authority Act 2024 – Section 68 Review of Part 5 – Energy Industry Jobs Plan [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Please find attached signed brief MS25-000670. The PDMS item will now be closed.

Thanks

s 47E(c) 
Parliamentary Services
Ministerial and Executive Enabling Branch
Strategic Policy Division
s 47E(d) | s 47E(c) @industry.gov.au

Ngunnawal Country, Industry House, 10 Binara Street (GPO Box 2013) Canberra ACT 2601 Australia
Department of Industry, Science and Resources

industry.gov.au ABN 74 599 608 295

OFFICIAL: Sensitive



MS25-000670

TIMING: 20/06/2025

NET ZERO ECONOMY AUTHORITY ACT 2024 – SECTION 68 REVIEW OF PART 5 – ENERGY INDUSTRY JOBS PLAN

Minister for Industry and Innovation; Minister for Science, we recommend:

CC: Assistant Minister for Science, Technology and the Digital Economy

- That you note the *Net Zero Economy Authority Act 2024* (the Act) requires a review of Part 5 of the Act. The review is scheduled to commence in July 2025 and must be completed no later than 10 December 2025. On receipt of the review, you are required to cause it to be tabled in both Houses of Parliament.

Noted / Please discuss

- That you note the terms of reference (see Attachment A), which focus on the operation of Part 5 of the Act and the merit and timing of conducting a future review of Part 5, noting that key provisions may not be operationalised in the review period.

Noted / Please discuss

- That you note Emeritus Professor Roy Green AM will be engaged as the independent reviewer.

Noted / Please discuss

Minister Tim A

Date: 17 June 2025

Comments:

s 47F

KEY POINTS

- The commencement of the *Net Zero Economy Authority Act 2024* (the Act) established the Net Zero Economy Authority (the Authority) and the Energy Industry Jobs Plan (EIJP). The EIJP is intended to support employees of eligible coal- and gas-fired power stations and dependent businesses to transition to new employment.
- The Act requires the Authority's Chief Executive Officer, Mr David Shankey, to conduct, or cause, a review of Part 5 of the Act – the EIJP – within 12 months of the Act's commencement (s.68). While section 68 requires the Minister to cause the finished review to be tabled in both Houses of Parliament, it does not establish a role for the Minister in determining how the review is conducted or its delivery.
 - The review will commence in July 2025 and must be completed by 10 December 2025.

PDR Number

- Mr Shankey has finalised the terms of reference (TOR) at Attachment A. The TOR:
 - Focus the review on the operation of Part 5 of the Act and whether any amendments are desirable, in line with the requirements of subsection 68(3) of the Act in order to ensure that legislation operates as intended.
 - Allow the reviewer to consider the merit and timing of future reviews of Part 5 and associated redeployment supports.
 - Excludes consideration of the Act as whole, other legislation (including the *Fair Work Act 2009*) and the broader operation of the Fair Work Commission (FWC) which has responsibility for making determinations under Part 5. These exclusions aim to prevent the review from investigating matters beyond the remit described in section 68 of the Act.
- A draft version of the TOR was provided to the Authority's Board and the external stakeholders at Attachment B for input. Feedback was only received from the Australian Council of Trade Unions (ACTU), who suggested the review could investigate a range of additional issues including: expanding the scope of industries and facilities beyond power stations and supply chain businesses; levers for ensuring local businesses participate in redeployment pools; and how investment facilitation might support the function of the EIJP. Further detail on this and other issues is at 'Risks and sensitivities' below.
- The review will be conducted independently by Emeritus Professor Roy Green AM. Noting Mr Shankey's statutory responsibilities across Part 5 of the Act and the fact that the review will be undertaken at the same time as the legislation is being implemented (including for Torrens B, Eraring and Collie power station closures), engaging an external reviewer is the preferred model to support the review's independence and the credibility of its recommendations.
 - Emeritus Professor Green's engagement is the result of a robust selection process outlined in Attachment C. This process included the establishment of a skills matrix formalising the reviewer's desirable skills, with discussions conducted with a range of individuals capable of meeting this criteria.
 - Emeritus Professor Green is Special Innovation Advisor at the University of Technology Sydney. He has over 30 years of experience across research, innovation and public policy development, including in the areas of industrial policy and regional economic development. In addition to his experience as an adviser to state, Commonwealth and international governments, Emeritus Professor Green has held board and chair roles across multiple sectors, including manufacturing, infrastructure and energy transition.
 - A full due diligence check was undertaken for Emeritus Professor Green, with no significant issues identified.
 - Emeritus Professor Green will be engaged through a contract for labour hire arrangement and contract negotiations are underway.
- The consultation phase of the review is scheduled for late July – August 2025. Consultation is likely to include a public submissions process and meetings or roundtables with employers, business peaks and unions. This could include regional visits to Adelaide, South Australia, the Hunter Valley, New South Wales and Collie, Western Australia.
- You will receive further briefing on the next steps toward the end of the review process. Under section 68, Emeritus Professor Green must provide you with the finalised review after its completion. After receipt, you must cause the review to be tabled in both Houses of Parliament within 15 sitting days of that House.

PDR Number

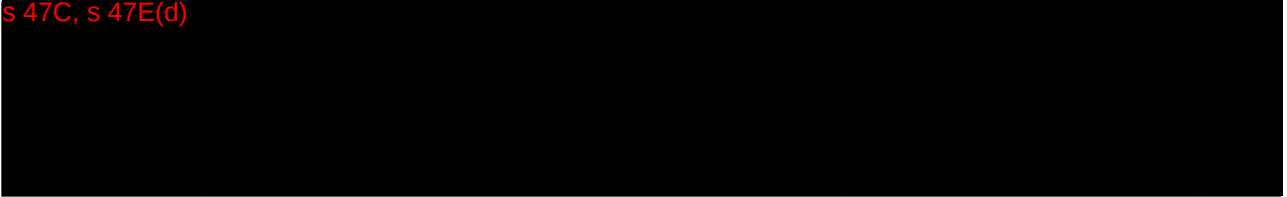
- We will update your office ahead of the public release of the review's terms of reference, including providing a copy of any proposed media releases.

SUPPLEMENTARY INFORMATION

- Subsection 68(3) of the Act states that the Authority's CEO must conduct, or cause to be conducted, a review into the operation of Part 5, including consideration of whether any amendments to that Part are desirable. Subsection 68(4) provides that the CEO must ensure that the review is completed within 12 months of the day on which section 68 commenced (i.e. the review must be completed by the end of 10 December 2025).
- Subsections 68(5) and 68(6) of the Act state that the responsible Minister must be provided with a written report of the review. Under subsection 68(7), the Minister must then cause a copy of the report to be tabled in each House of Parliament within 15 sitting days of that House after the report is given to the Minister.
- Part 5 of the Act sets out the EIJP provisions. The EIJP was designed to promote a coordinated response to the retirement of ageing energy assets by ensuring that workers have the right supports, skills and opportunities to access new employment.
- Under Part 5, the Authority's CEO may undertake a process (i.e. the 'community of interest' process set out in section 55) to assess whether the EIJP is needed for an upcoming closure. The process includes consultation with key stakeholders including employers, employee organisations, employer organisations and community groups. After completing the process, the CEO may apply to the FWC to make a determination.
- Where the CEO decides to apply to the FWC for a community of interest determination, and the FWC makes a determination, closing power stations and dependent employers specified in that determination will have legislated obligations under Part 5 of the Act to support their employees to seek and obtain new employment, including access to training, career planning and financial advice.
- While the Act has now commenced, only limited provisions within Part 5 are likely to be used during the review period. To date, community of interest consultation processes have occurred in relation to the expected closure of Torrens Island B Power Station in Adelaide, South Australia and have recently commenced for Eraring Power Station in the Hunter Valley, New South Wales. A community of interest process for the Collie Power Station in Western Australia is also due to commence prior to the end of the review period.
 - You will be informed of Mr Shankey's decision on whether to apply to the FWC for a determination for each of these closures in due course.
- Further to the section 68 review, the Act provides for additional independent reviews of the broader operation of the Act under section 80A. Under this section, the Minister must cause an independent review of the operation of the Act to be conducted on the recommendation of the Authority's Board if the recommendation is made within nine years of the commencement of the Act or the completion of a previous review under section 80A. If the Board does not make a recommendation within this nine year period, the Minister must cause the review to be conducted before the end of a period of 10 years.
 - The terms of reference for this review must include a review of the operation of Part 5.

Risks and Sensitivities

s 47C, s 47E(d)



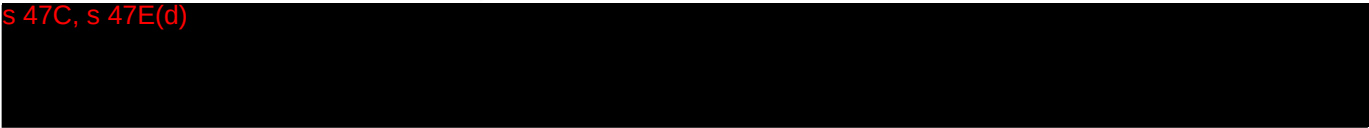
PDR Number

• s 47C, s 47E(d)



- In developing the terms of reference the Authority has had regard to a number of factors including:
 - s 47C, s 47E(d)
 - The limited time available to undertake the review to a high standard and ensure stakeholders are genuinely consulted.
 - The stated intent of the Parliament in legislating for the review, having regard to public statements at the time and the Explanatory Memorandum, and
 - The resources available to the Authority to support the review.
- The Authority is committed to ensuring the outcomes of EIJP are carefully assessed and is in the process of developing a dedicated monitoring and evaluation framework to support this process. This will be developed in consultation with stakeholders and the Authority's Board.

s 47C, s 47E(d)



Consultation

Corporate Branch, Net Zero Economy Authority

Clearance Officer

Rachel Livingston

First Assistant Secretary

Worker Transition Division

10/06/2025

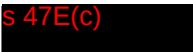
Contact Officer

Rachel McVicar

Assistant Secretary (A/g)

EIJP Review Taskforce

s 47E(c)



Circulation

DISR Head of Division, *Tara Oliver*, a/g Head of Division

MO Chief of Staff, *Sarah Hunt*; a/g DCOS *Ray Marcelo*.

PDR Number

ATTACHMENTS:

ATTACHMENT A – TERMS OF REFERENCE

ATTACHMENT B – LIST OF STAKEHOLDERS CONSULTED ON TERMS OF REFERENCE

ATTACHMENT C – REVIEWER SELECTION PROCESS

ATTACHMENT D – REGISTER OF STAKEHOLDER ISSUES