



Request for Proposal AM 3960

for

An Australian Alumni to provide a workshop to the Faculty of Biotechnology and Food Technology (FBFT), Thai Nguyen University of Agriculture and Forestry (TUAF) on publishing in international academic journals

Structure of Invitation

- Part A – Invitation and Rules of Proposal
- Part B – Scope of Services
- Part C – Respondent's Proposal
- Part D – Draft Conditions of Contract

PART A – INVITATION AND RULES OF PROPOSAL

1 Invitation

Interested Vietnamese Australian Alumni are invited to submit a proposal to Coffey International Development Pty Ltd (Coffey) to conduct a workshop for the academic staff of the Faculty of Biotechnology and Food Technology at Thai Nguyen University of Agriculture and Forestry (TUAF) on the topic of publishing in international academic journals (the “**Activity**”) as per the details described in this Request for Proposal (RFP), Part B – Scope of Services.

The proposal should be consistent with the *Aus4Skills Guidelines for Contracted Providers* available at <http://www.coffey.com/en/expertise/industry/international-development/tender-opportunities/>.

Expected implementation schedule: October 2019

2 Scope

The Respondent is required to propose an approach to delivering the Activity which achieves the outputs and outcomes detailed in Part B – Scope of Services.

3 Contact Officers

The Contact Officers for the purpose of this RFP are:

Name: Andrea Wilson
Title: Contracts and Services Director
Address: 14-16 Ham Long Street, Hoan Kiem district, Ha Noi, Vietnam
Email: procurement@australiaawardsvietnam.org

and

Name: Dang Tuyet Anh
Title: QUNIS Manager
Address: 14-16 Ham Long Street, Hoan Kiem district, Ha Noi, Vietnam
Email: tuyetanh.dang@australiaawardsvietnam.org

4 Submission Format

The Respondent is requested to prepare a proposal in accordance with the following guidelines:

- a) The proposal must be submitted in the name of the entity with which Coffey would enter into a contract and include the name of the person authorised to negotiate and conclude a contract;
- b) The proposal must be formatted in font type Arial, no smaller than 10 point and in single column format. Line spacing must be at least single and there must be no condensing of characters. Borders must be at least 2cm on all sides of the page;
- c) Proposal documentation may not contain the Coffey or DFAT logo;
- d) The proposal must be in English;
- e) Quoted prices must be in Vietnamese Dong, must be VAT inclusive and, in relation to VAT, must state where the VAT is applicable and show that amount separately;
- f) Fixed consultancy fees must be stipulated (unless otherwise specifically required or indicated);
and

- g) The proposal must be concise and only provide what is sufficient to present a complete and effective response.

Coffey may disregard any content in the proposal that does not meet the requirements of Part B – Scope of Services.

5 Submission Lodgement

The Closing Time for submitting the proposal is **12 September 2019 at 5:00pm (Hanoi Time)**.

The Respondent must lodge its proposal to the Contact Officers via the email addresses provided.

6 Document Structure

This RFP consists of four parts:

Part A – Invitation and Rules of Proposal

Part B – Scope of Services

Part C – Respondent’s Proposal

Part D – Draft Conditions of Contract

7 Evaluation Process

- a) The Respondent’s proposal will be evaluated for full compliance with any mandatory requirements identified in this RFP.
- b) The Respondent is reminded that any requirements identified as mandatory are considered to be of fundamental importance to the satisfactory delivery of the services specified in Part B – Scope of Services, and a fully compliant response is required.
- c) Coffey reserves the right to approach other respondents with this RFP, and to continue detailed evaluation of other respondents to the exclusion of the Respondent.
- d) There are occasions when a secondary evaluation process may be required. Coffey may request a presentation by the Respondent, where appropriate.

8 Evaluation Criteria

The Respondent will be evaluated against the two Technical Assessment criteria as well as a Price Assessment as follows:

Technical Assessment

1. Technical capacity and response to Activity specification

Provide details of proposed approach to the design and delivery of the Activity to enable the achievement of the Activity outputs and outcomes. Specifically, the Respondent should demonstrate how it will:

- a) Design and deliver a workshop for the academic staff at the Faculty of Biotechnology and Food Technology of TUAF on the topic of publishing in international academic journals. The Respondent should address its intended approach to delivering each of the tasks specified in Part B – Scope of Services.
- b) Achieve the intended outputs and outcomes specified in Part B – Scope of Services.

- c) Effectively monitor and evaluate progress towards, and achievement of the Activity outputs, as well as the overall progress and success of the Activity against its Aus4Skills Program Outcomes.
- d) Identify key risks and/or challenges in the design and delivery of the Activity and how those will be managed.

2. Required Qualifications

Respondents **must** demonstrate the following profile:

- a) a doctorate level of education (not necessarily in Australia);
- b) publication record in international peer-reviewed academic journals (more than one publication);
- c) ability to prepare and deliver effective interactive workshops on publishing; and
- d) availability to deliver at least one workshop this year (one workshop may be more than one session, subject to negotiation).

Respondents who demonstrate the following are preferred:

- a) experience in delivering such a seminar/s or similar before and can show a plan for such a seminar;
- b) currently working in a Vietnamese university or research institute; and
- c) if currently employed outside Vietnam, can commit well in advance to a schedule for such workshops (Aus4Skills will pay UN rates for local hires and will not reimburse travel to and from Vietnam).

Price Assessment

The financial details required for the Financial Proposal include the Respondent's fixed consultancy fees, and the Respondent's estimated reimbursable costs for Activity delivery in Vietnam. The Financial Proposal is to be provided in the Excel spreadsheet format provided and must be consistent with the *EU/UN Cost Norms* available at:

https://eeas.europa.eu/sites/eeas/files/un_eu_costnorms2017_2.pdf.

PART B – SCOPE OF SERVICES

1 Purpose

The purpose of this RFP is to select a Vietnamese Australian Alumni to conduct a workshop for the academic staff at the Faculty of Biotechnology and Food Technology of TUAF on the topic of publishing in international academic journals. The presentations may be in Vietnamese.

This workshop should enable equity regardless of gender, disability or ethnic background. The target is that at least 50% women participate in the workshop.

2 Overview

The Aus4Skills Program (formerly the Vietnam Australia Human Resource Development Partnership), managed by Coffey International on behalf of the Australian Government, positions Australia and Vietnam as partners in achieving the shared goal that “Vietnam can access and use high-level professional and technical knowledge skills and competencies to contribute to the country’s sustainable economic and social development, and enduring links with Australia”.

Aus4Skills is the main vehicle to implement the Australia-Vietnam Human Resource Development (HRD) Strategy 2014-2020. The priority focus areas and activities aim to contribute to achieving the following end of Program outcomes:

Program Outcome 1: Male and female alumni use new skills and knowledge to make positive contributions to selected priority areas

Program Outcome 2: Selected Vietnamese government, private sector and civil society organisations, and other partners, demonstrate organisational change as program-facilitated improvement(s) in policies, practices and/or performance standards

Program Outcome 3: Australia and Vietnam have stronger, sustainable links in selected sectors/agencies.

Improving Quality of Universities in the Northern Mountainous Region of Vietnam (QUNIS) is one key component of Aus4Skills, addressing the identified problem that universities cannot meet market demand in terms of quality or quantity of education and research. The inability to meet demand for education and research as needed means that the universities do not support economic and industrial growth adequately; they do not attract and establish many international partnerships; and they have difficulty attracting and retaining high quality staff and students. These effects create mutually-reinforcing limitations on the universities’ abilities to improve their quality and deliver on their mission.

While this problem is suffered generally in the university sector in Vietnam, it is particularly relevant to the targeted universities, Thai Nguyen University, TUAF, and Tay Bac University. These universities are located in the relatively economically disadvantaged northern mountainous region of Vietnam populated by many ethnic minorities, and have large enrolments of ethnic minority students (e.g. TBU 80%) who experience lower rates of academic success.

3 Contract Details

It is intended that a Vietnamese Australian alumni be contracted to design and deliver the workshop. The workshop is expected to be organized in October 2019, at the Faculty of Biotechnology and Food Technology, TUAF.

4 Activity Details

The Respondent will be expected to:

1. Design a one-day workshop that meets the following objectives:

Participants will be able to:

- a) articulate their personal motivation to publish in a well-regarded international journal;
- b) distinguish key differences between journals in their discipline;
- c) describe key steps in identifying suitable target journals (including recognising predatory journals);
- d) argue for their choice of a specific target journal;
- e) demonstrate their understanding of the specific style required by their target journal;
- f) identify the main steps in appropriate order to prepare a draft for submission to an international journal;
- g) choose at least 2 different and complementary strategies for completion of a draft for submission;
- h) understand what constitutes plagiarism, and how to avoid it;
- i) appreciate ethical considerations and practices for joint authorship; and
- j) understand the online submission and review process.

Note: Participant list will be provided three weeks in advance for the participant needs analysis.

2. Deliver the one-day workshop at TUAF.

Note: The Respondent is expected to be responsible for the content of the workshop. Aus4Skills and FBFT will jointly be responsible for workshop organization.

3. Write a short report

Note: The report should indicate to what extent the workshop objectives are met and include lessons learned and recommendations.

5 Proposal Contents

Part C: Respondent's Proposal	
Technical Proposal	The Technical Proposal must address the selection criteria and information required for technical assessment detailed in the RFP, Part B – Scope of Services and include a detailed agenda/program for the workshop, including a description of the learning materials to be provided to participants, and proposed date. The technical proposal can be submitted using the Respondent's own format, provided it conforms to all requirements specified in the RFP.

Part C, Annex 1: CV	Maximum of three (3) pages, including descriptions of expertise and experience in the implementation of internal quality assurance and continuous improvement systems at universities.
Part C, Annex 2: Risk Management Table	Maximum of one page using format provided.
Part C, Annex 3: Response Form	In format provided.
Financial Proposal	The Financial Report must be submitted using the Excel spreadsheet format provided. The Respondent's Financial Proposal must include fixed consultancy fees for design and delivery of the activities, and estimated reimbursable costs for travel, per diems and learning resources. Other expenses related to workshop implementation (i.e. printing materials, venue, coffee/tea break, inviting participants) will be covered by TAAF.

5 Services

The successful Respondent will provide and deliver the following Services in accordance with the Timetable below.

The provision and delivery will be consistent with, and where specified in addition to, the requirements detailed in the *Aus4Skills Guidelines for Contracted Providers* available at <http://www.coffey.com/en/expertise/industry/international-development/tender-opportunities/>

Activity design

1. Design and deliver a flexible, experiential and interactive workshop that responds to the activity details included in this RFP and builds upon the Proposal submitted by the Respondent.
2. Prepare and distribute all workshop materials. Workshop materials must be submitted to Aus4Skills in Vietnamese at least two weeks prior to commencement of the relevant workshop/activity.

Activity delivery

3. Delivery of a one-day workshop at TAAF.
4. Maintaining flexibility of arrangements and adjust content as new needs emerge.
5. Facilitate active and continuous participant learning through application of adult learning principles.
6. Record and assess objectives achieved.

Monitoring and Evaluation

7. Fully cooperate with Aus4Skills staff involved in the review, monitoring or evaluation of the activities, including providing all M&E documents and results and allocating reasonable time within the activity program to provide Aus4Skills staff and/or delegated stakeholders with access to participants for monitoring and review purposes.

Reporting

8. Keep accurate participation records for all activities disaggregated by gender and other measures specified by Aus4Skills. These records will be provided to the relevant Aus4Skills QUNIS manager on request.
9. Prepare a Completion Report of no more than eight (8) pages in length (using the template provided by Aus4Skills), which is to be provided to the relevant Aus4Skills Program Component Lead in electronic format within one month of completion of all activities.
10. Prepare a Financial Report in the Excel spreadsheet provided by Aus4Skills detailing actual expenditure incurred. Payment for all reimbursable costs will be for actual, verified activity costs incurred, as detailed in the Respondent's Financial Report and accompanying transaction listing, and supported by valid invoices/receipts where required.
11. Refrain from issuing or releasing any media statements without the express prior permission of Aus4Skills in each instance. All photos and videos taken by the Respondent during their delivery of the activity will be deemed to be the intellectual property of DFAT and may not be used without the written permission of Aus4Skills. However, the Provider can use photos and videos about the activity for social media posts if approved in advance by Aus4Skills.

6 Timeframes

Task	Indicative timing (Exact dates to be agreed)
Submit Proposal to Aus4Skills for consideration and approval	September 2019, prior to signing contract
Deliver workshop according to the approved Proposal	October 2019
Submit Completion Report and Final Financial Report	31 October 2019

8 Health Safety and Security

The security and safety of the Respondent providing the Services in Vietnam is the sole responsibility of the Respondent.

Coffey will not under any circumstances be liable for any claim suffered by the Respondent in case of accident, injury or death of the Respondent during the delivery of the Services in Australia or Vietnam.

9 Contract Management

The contract will be managed by the QUNIS Manager based in Hanoi, Vietnam reporting to the Aus4Skills Program Director.

10 Performance Management and Assessment

The relevant Aus4Skills Component Lead and the Contracts and Services Director will maintain close communication with the Provider throughout the period of service delivery and provide regular feedback on service delivery issues as they arise.

Following contract completion, Coffey will complete a Partner Performance Assessment (PPA) of the expert to evaluate how well he/she delivered the Scope of Services specified in the contract with Coffey. Information from PPAs will be used to inform future procurement evaluations, including Tender Evaluation Committees, and delivery partner selection decision making. Upon contract completion, the relevant Aus4Skills Component Manager will complete the PPA form (standard format based upon DFAT's PPA to be provided to the Provider during contracting) and provide this to the Provider for feedback and comment.

11 Environment

Coffey and DFAT are committed to achieving sustainable development and in reducing the environmental footprint of the Aus4Skills Program. The development objective of reducing the negative impacts of climate change and other environmental factors such as plastic pollution flows from this commitment. Vietnam is among the top five source countries for the eight million tons of plastic that is dumped into the world's oceans each year. In an effort to reduce plastic pollution and raise awareness about this pressing global issue, the Aus4Skills Program encourages contracted providers to take the following into consideration in organising events and activities:

- use of disposable, single use water bottles, bags, straws, utensils and plates should be minimised or not used at all;
- drinking water for participants should be supplied from large pitchers or in pitchers with glass or paper cups;
- paper rather than plastic folders should be used for Activity materials; and
- e-backdrops/banners should be used rather than plastic coated banners.

These commitments extend to service organisations (i.e. hotels) contracted by the Provider. Compliance of providers with these commitments will be taken into consideration during the PPA process.

12 Confidentiality

The performance of the Services may allow the Respondent access to information confidential to Coffey or the participant/awardee.

The Respondent must not copy, reproduce or disclose any of the Confidential without the prior written consent of Coffey, which consent Coffey may grant or withhold in its absolute discretion.

The Respondent must take all reasonable steps to ensure that the confidentiality of Confidential Information is preserved.

13 Abbreviations

DFAT	Department of Foreign Affairs and Trade
GoA	Government of Australia
GoV	Government of Vietnam
HRD	Human Resource Development
QUNIS	Improving Quality of North Western Universities
RFP	Request for Proposal
TUAF	Thai Nguyen University of Agriculture and Forestry

PART C – RESPONDENT'S PROPOSAL

Respondent should submit a Proposal which addresses the selection criteria and information required for technical assessment detailed in the RFP, Part B – Scope of Services, including a detailed program for the workshop.

The Proposal can be submitted using the Respondent's own format, provided it conforms to all requirements specified in the RFP.

Annex 1: CV

Curriculum Vitae Proforma

The Respondent's CV should provide a clear response to the duties outlined in the selection criteria and information required for technical assessment in the RFP

Position title:

Specialist fields of expertise of nominee:

-	-
-	-
-	-
-	-

Name:

Nationality:

Academic qualifications:

Languages & degree of proficiency:

Professional affiliations:

Other training:

Countries of work experience:

Professional experience (with particular reference to Proposal requirements)

Date/Position/Company:

Dot points of duties and responsibilities:

Date/Position/Company:

Dot points of duties and responsibilities:

Date/Position/Company:

Dot points of duties and responsibilities:

Referees:

Name:

Name:

Position:

Position:

Company:

Company:

Work Phone:

Work Phone:

E-mail:

E-mail:

Certification:

"I certify that this curriculum vitae is accurate and I acknowledge my willingness and availability to participate in the Aus4Skills Proposal in the role of [position title]".

Signature:

Date:

Annex 2: Risk Management Table

Provide a brief summary of the key risks and/or challenges in designing and/or implementing the activities and strategies to reduce these risks (maximum of two (2) pages).

Key risk and/or challenges	Risk reduction strategies

Annex 3: Response Form

To be completed in full and returned by Respondent by the closing time and date.

Respondent Details

I hereby offer to supply to Coffey the Services (specified in this RFP for design and delivery of Informal Learning Opportunities) in accordance with the Conditions of Proposal, the attached Draft Conditions of Contract and the Technical and Financial Proposal.

Contact Person	
Position	
Address	
Email	
Telephone	

Compliance with Proposed Contract

Does Your Proposal
comply with all terms of
the proposed Contract? Yes
 No

If Your Proposal does not comply with some or all of the terms of the contract You must provide reasons for the partial compliance or non-compliance for each clause below.

Contract Clause No.	Explanation/comment

I declare that:

- (a) the Conditions of Proposal are agreed;
- (b) the Conditions of Contract are agreed; and
- (c) the information and particulars provided as part of this Proposal are accurate and correct.

Dated:

Respondent

Signature:

*Print name and office held:

Witness

Signature:

*Print name and office held:

*Use BLOCK LETTERS

PART D – DRAFT CONDITIONS OF CONTRACT

GS XXXX Letter of Agreement: Consulting Services for the Aus4Skills Program

RECITALS

- A. Coffey International Development Pty Ltd (ABN 63 007 889 081) of 33 Richmond Road, Keswick, South Australia, 5035 (“Coffey International Development”) carries on the business of a management contractor and international project manager.
- B. The Aus4Skills Program is managed by Coffey International Development on behalf of the Australia Government represented by the Department of Foreign Affairs and Trade (DFAT).
- C. In the course of its business, Coffey International Development engages the specialist services of various Consultants (as Contractors) specifically in connection with the Aus4Skills Program.
- D. The Contractor carries on the business of a specialist Consultant in the field specified in Annexure B of this document.
- E. Coffey International Development engages the Contractor on a short-term basis to provide the services specified in Annexure B (“Services”) for the Aus4Skills Program and the Contractor agrees to provide the Services on the terms of this Letter of Agreement.

The Parties agree that the Recitals are true and form an operative part of this Letter of Agreement.

Coffey International Development confirms the appointment of XXXX (“Contractor”) to carry out the Services for the Aus4Skills Program.

Unless otherwise specified in the Letter of Agreement, the appointment of the Contractor shall be governed by:

- a) This Letter of Agreement;
- b) Annexure A – The Terms and Conditions of the Appointment, a copy of which is attached to the Letter of Agreement (“Terms and Conditions”);
- c) Annexure B – Services to be Rendered by Contractor;
- d) Annexure C – Contractor’s Proposal and Budget;
- e) Annexure D - Coffey International Development Code of Conduct and Client Service Standards; and
- f) Annexure E – DFAT Deed of Confidentiality.

The Parties agree that the Terms and Conditions will apply to and form part of the Letter of Agreement as if those Terms and Conditions were set out in full.

Words in the Letter of Agreement which are defined in the Terms and Conditions shall be ascribed the same meaning as in the Terms and Conditions.

The Contractor must sign and return to Coffey International Development Annexure C – Coffey International Development Code of Conduct and Client Service Standards, and Annexure D – DFAT Deed of Confidentiality.

1 SCOPE OF SERVICES AND TERMS

The Letter of Agreement confirms the appointment of the Contractor to carry out the Services. The appointment is to undertake Contractor services to design and deliver a workshop for the academic staff at the Faculty of Biotechnology and Food Technology of TUAU on the topic of publishing in international academic journals.

The Contractor must commence provision of the Services on XXXX and complete provision of the Services by 31 October 2019 or as indicated by Coffey International Development ("End Date"). The Contractor will provide XX days of intermittent inputs within this period.

The Contractor acknowledges that the Services to be provided are short term consultancy services.

The Services must be performed:

- a) with due skill, care and diligence;
- b) to a professional standard and in a timely manner;
- c) in the most cost-effective manner and using suitable materials; and
- d) be complete and in accordance with the description in Annexure B.

2 FEE AND REIMBURSABLE COSTS

The Contractor acknowledges that Coffey International Development shall directly pay the Contractor the fee ("Fee") and reimbursable costs ("Reimbursable Costs") as specified below, which shall be payable in the manner and at such times as is further described below:

- a) The Fee will be paid and capped to a maximum of XXXX inclusive of VAT as reflected in the following:

- b) The Contractor is entitled to Reimbursable Costs up to a maximum of XXXX inclusive of GST/VAT as reflected in the following:

- c) Coffey International Development will make payment to the Contractor within 30 days from receipt of an accepted payment claim to the following account:

Account details:

The Contractor agrees that any amount paid by Coffey International Development under this Letter of Agreement can be taken to offset against any claims of underpayment at a later date.

- d) Claims for payment are to be addressed to:

Nicole Brodie
Senior Project Manager, Coffey International Development
Telephone: +84 24 3939 3991
Email: nicole.brodie@coffey.com

3 INSURANCE

The Contractor shall effect and maintain in accordance with the Terms and Conditions the following policies of insurance. Certificates of currency for each of the policies are to be issued to Coffey International Development within 7 days of receipt of this Letter of Agreement:

- a) Workers' compensation insurance as legislated.

4 REPRESENTATIVES

The Contractor and Coffey International Development each agree to nominate the following representatives for the purpose of receiving and giving instructions in respect of the Services and for dealing with all matters pertaining to this Letter of Agreement:

a) Contractor's Representative

Name:
Telephone:
Email:

b) Coffey's Representative

Name: Andrea Wilson
Position: Contracts and Services Director
Telephone: +84 24 3939 3991, Ext. 126
Email: andrea.wilson@australiaawardsvietnam.org

If you agree to the terms and conditions of the appointment, please sign below and return a copy to this office.

We look forward to working with you.

Yours Sincerely

For and on behalf of
Coffey International Development Pty Ltd
Aus4Skills Program

I, XXXX, hereby accept the terms and conditions of the appointment as set out in this Letter of Agreement and the attached Terms and Conditions.

Date

Enclosures:

1. Annexure "A" – Terms and Conditions of Appointment of the Contractor
2. Annexure "B" – Services to be Rendered by the Contractor
3. Annexure "C" – Contractor's Proposal
4. Annexure "D" - Coffey International Development Code of Conduct and Client Service Standards
5. Annexure "E" – DFAT Deed of Confidentiality

ANNEXURE “A” - TERMS AND CONDITIONS OF APPOINTMENT

1. Coffey International Development engages the Contractor, and the Contractor accepts the Agreement to provide the services specified in Annexure “B” (“Services”) and the Contractor’s proposal.
2. The Contractor shall exercise a professional standard of skill, care and diligence in the performance of the Services.
3. In providing the Services, the Contractor shall:
 - a) comply with any reasonable directions given by or on behalf of Coffey International Development from time to time;
 - b) comply with all policies, procedures and directives of Coffey so far as they are made known to the Contractor;
 - c) comply with all applicable standards, laws and regulations; and
 - d) take all reasonable practical measures to ensure the Contractor’s own safety.
4. Coffey International Development may inspect the performance and outcome of the Services at any time.
5. If the Services do not meet their purpose or are not in accordance with the Letter of Agreement, Coffey may by notice require the Contractor to redo the Services at no additional cost to Coffey.
6. Nothing in the Letter of Agreement constitutes a relationship of employer and employee, principal and agent, or partnership between Coffey International Development and the Contractor.
7. The Contractor acknowledges that the Letter of Agreement does not give the Contractor the authority to bind Coffey International Development.
8. The Contractor acknowledges that Coffey International Development shall directly pay the Contractor the Fee and Reimbursable Costs specified in the Letter of Agreement, which Fee and Reimbursable Costs shall be payable in the manner and at such times as is further described therein. The Fee and Reimbursable Costs include all taxes, duties or government charges imposed or levied in Australia in connection with the Letter of Agreement and the Contractor shall be responsible for any tax filings required under Australian law. No other costs or expenses shall be payable by Coffey International Development to the Contractor, aside from the costs referred to in Clause 4 of the Letter of Agreement.
9. The Contractor shall effect and maintain, at the Contractor’s expense, in the name of the Contractor, with an insurance company approved by Coffey International Development, workers’ compensation insurance, as specified in the Letter of Agreement.
10. The Contractor indemnifies, and shall keep indemnified, Coffey International Development, from and against any costs, losses, damages, expenses (including legal expenses) liabilities or other outgoings of whatever kind suffered or incurred by Coffey International Development arising directly out of or in respect of:
 - a) any negligence, wrongful act or omission or breach of duty by the Contractor;
 - b) any breach of a warranty given under the Letter of Agreement; or
 - c) any breach by the Contractor of any of the provisions of the Letter of Agreement.

11. The Contractor must not infringe the patents, copyright, registered designs, trademarks and know-how (“Intellectual Property Rights”) of any person in performing its obligations under the Letter of Agreement.

All intellectual property created under the Letter of Agreement and relating to the Services (“Contract Material”) is, from the time of creation of the right, owned by Coffey International Development and/or DFAT. This Condition does not affect the ownership of the Intellectual Property Rights in any material made available by the Contractor for use in the provision of the Services that existed prior to commencement of the Letter of Agreement or was development independently from the Letter of Agreement (“Pre-Existing Contract Material”) or third-party material. The Contractor must obtain all necessary Intellectual Property Rights permissions before making any Pre-Existing Contract Material or any third-party material available as part of the Services.

12. To the extent that Coffey International Development or DFAT needs to use any of the Pre-Existing Contract Material or third-party material to receive the full benefit of the Services, the Contractor grants to or must obtain for Coffey International Development and/or DFAT, a perpetual, world-wide, royalty free, non-exclusive license (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Pre-Existing Contract Material or third-party material. This license does not include a right to exploit the Pre-Existing Contract Material, third-party material, or Contract Material for commercial purposes.
13. The Contractor indemnifies Coffey International Development and DFAT and their officers, employees and agents against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, trade mark or any other Intellectual Property Rights, by reason of Coffey International Development’s and/or DFAT’s receipt or enjoyment or benefit of the Services.
14. Coffey International Development may, by notice in writing to the Contractor, terminate the Letter of Agreement:
 - a) immediately or at any other time if the Contractor:
 - i. has execution levied against it; or
 - ii. has a provisional liquidator appointed or has a controller, receiver, receiver and manager, administrator, administrator or manager of any of its assets appointed; or
 - iii. becomes an externally administered body corporate; or
 - iv. passes or attempts to pass a resolution for winding up; or
 - v. enters into or attempts to enter into any composition or scheme of arrangement; or
 - b) immediately or at any other time if the Contractor acting in the discharge of its duties is guilty of any fraudulent act or wilful misconduct; or
 - c) upon giving not less than one weeks’ notice in writing to the Contractor.
15. If there is a policy or funding decision which impacts upon the Australia’s overseas development assistance budget and associated programs, DFAT has an unfettered discretion to, by notice to Coffey International Development, terminate or reduce the scope of the Head Contract. In such event, without limiting Coffey’s rights under the Letter of Agreement, at law or in equity, Coffey’s rights under this Condition 15 include the discretion to terminate or reduce the scope of the Letter of Agreement if DFAT determines that the continuation of the Letter of Agreement, or the continuation of a

program or initiative for the purposes of which the Letter of Agreement was entered into, does not support the achievement of value for money by DFAT.

16. The Contractor may, by notice in writing to Coffey International Development, terminate the Letter of Agreement:
 - a) immediately or at any other time if Coffey International Development:
 - i. has execution levied against it; or
 - ii. has a provisional liquidator appointed or has a controller, receiver, receiver and manager, administrator or manager of any of its assets appointed; or
 - iii. becomes an externally administered body corporate; or
 - iv. passes or attempts to pass a resolution for winding up; or
 - v. enters into or attempts to enter into any composition or scheme of arrangement; or
 - b) immediately or at any other time if Coffey International Development acting in the discharge of its duties is guilty of any fraudulent act or wilful misconduct which is directly related to the Aus4Skills Program or the Letter of Agreement; or
 - c) immediately if there is a failure to pay any instalment of the Contractor's Fee which is properly due and payable by the due date for payment and such default continues for a period of 30 days after the Contractor has requested payment in writing to Coffey International Development.
17. If the Letter of Agreement is terminated under Conditions 14, 15 or 16:
 - a) Coffey International Development shall pay to the Contractor any part of the Fee which has accrued prior to the termination but has not been paid; and
 - b) termination is without prejudice to any rights which may have accrued to either the Contractor or Coffey International Development prior to the date of termination.
 - c) the Contractor agrees that any amount paid by Coffey International Development under this Letter of Agreement can be taken to offset against any claims of underpayment at a later date.
18. If Coffey International Development or the Contractor are in dispute regarding any matter arising out of the Letter of Agreement, then either party may, by notice in writing served on the other, request that such dispute be resolved by expert determination of an independent third party acceptable to both parties. If the parties do not agree to such determination within 7 days from the date of service of the notice then the dispute shall be determined by arbitration, as provided in Condition 19. If the parties do agree to a determination, the independent third party shall act as an expert and not as an arbitrator and the independent third party's decision shall be final and binding upon the parties.
19. Disputes under or arising out of the Letter of Agreement may be referred by either party to arbitration. Any dispute arising out of or in relation with this Letter of Agreement shall be resolved by arbitration at the Vietnam International Arbitration Centre at the Vietnam Chamber of Commerce and Industry (VIAC) in accordance with its Rules of Arbitration.

20. Neither party shall assign, sublet or transfer any right or obligation under the Letter of Agreement without the written consent of the other party.
21. Each party shall pay its own costs of preparing and executing the Letter of Agreement. Any stamp duties payable on the Letter of Agreement shall be payable by Coffey International Development.
22. The Contractor acknowledges that all information obtained in connection with or incidental to the Services ("Confidential Information"), is confidential to Coffey International Development.
 - a) The Contractor acknowledges subject to Condition 22(b), the Contractor must not use (other than to satisfy its obligations under this Agreement) or divulge such information to any person without Coffey International Development's prior written consent.
 - b) Subject to laws requiring the disclosing of information or documents, the parties agree all information obtained in connection with or incidental to the Services, including Confidential Information, are confidential as between the parties and neither party will without the prior written consent of the other disclose any of the Confidential Material to any third party.
 - c) The reference to a third party does not include Contractors to Coffey International Development or Coffey International Development's employees, Directors or Secretary. It will be sufficient for the written consent of Coffey International Development to be given under the hand of one of its Directors, its Secretary or one of its Senior Managers.
 - d) The Contractor must immediately notify Coffey International Development if it becomes aware of any use, disclosure or distribution of information in breach of this Condition 23 and must provide Coffey International Development with all reasonable assistance in connection with any proceedings which Coffey International Development may institute against such persons in respect of such use, disclosure or distribution.
 - e) As at the End Date, the Contractor must promptly at its own cost, deliver or cause to be delivered to Coffey International Development, all records of whatsoever nature or description in its possession or under its control which relate to the Services.
23. This Letter of Agreement will be governed by the laws of Vietnam.
24. The Contractor must ensure that funds provided under the Letter of Agreement (whether through a subcontract or not) do not provide direct or indirect support or resources to:
 - a) organisations and/or individuals associated with terrorism, and
 - b) organisations and individuals for whom Australia has imposed sanctions under: *The Charter of the United Nations Act 1945 (Cth)* and regulations made under that Act; the *Autonomous Sanctions Act 2011 (Cth)* and regulations made under that Act or the World Bank List or a Relevant List, including DFAT's Consolidated List available at: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>.
25. The Contractor must not engage in any act of dishonestly obtaining a benefit or causing a loss by deception or other means, including: theft; providing false or misleading information, or failing to provide information where there is an obligation to do so; making, using or possessing forged or falsified documents; bribery, corruption or abuse of position; divulging confidential information to outside sources; and any offences of a like

nature to those listed above (“Fraud”). If the Contractor becomes aware of a Fraud in providing the Services, it must report the matter to Coffey International Development in writing within five (5) business days. The written report to Coffey International Development must be signed by a Contractor authorised person and must include the following (where known):

- a) the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
 - b) the names of the suspected offender(s) (where known);
 - c) details of witnesses;
 - d) copies of relevant documents;
 - e) references to any relevant legislation;
 - f) a nominated contact officer;
 - g) any other relevant information (e.g., political sensitivities, any other Party or agency that has been informed, involved or that can assist with investigations); and
 - h) the current status of any inquiries commenced by the Contractor.
26. The Contractor warrants that it will not make or cause to be made, receive or seek to receive any offer, gift or payment, or benefit of any kind, which could be construed as an illegal or corrupt act, either directly or indirectly to any party, in relation to the execution of this Letter of Agreement.
27. The Contractor will ensure it is compliant with all DFAT policies as applicable including:
- a) the child protection compliance standards in the Child Protection Policy for the DFAT – Australian Aid Program, <http://dfat.gov.au/international-relations/themes/child-protection/Pages/child-protection.aspx>
 - b) Disability Action Strategy: <http://dfat.gov.au/about-us/publications/Pages/disability-action-strategy-2017-2020.aspx>
 - c) the Family Planning and the Aid Program: Guiding Principles (2009) for the DFAT – Australian Aid Program, accessible on the DFAT website at: www.dfat.gov.au;
 - d) information accessibility requirements contained in the Guidelines for preparing accessible content for the DFAT – Australian Aid Program, accessible on the DFAT website at: www.dfat.gov.au;
 - e) the Environment Management Guide for Australia’s Aid Program (2012) for the DFAT – Australian Aid Program and the DFAT Environment Protection Policy (2014) accessible on the DFAT website at: www.dfat.gov.au;
 - f) Gender Equality and Women’s Empowerment Strategy 2016’ <http://dfat.gov.au/about-us/publications/Documents/gender-equality-and-womens-empowerment-strategy.pdf>
 - g) Anti-Corruption - The Australian Government supports ethical business practices, and the prosecution of those who engage in illegal practices. <http://dfat.gov.au/internationalrelations/themes/corruption/Pages/corruption.aspx#anti-corruption>
 - h) Counter – Terrorism - ensure that funds provided under this Contract (whether through a subcontract or not) do not provide direct or indirect support or resources to terrorism <https://dfat.gov.au/international-relations/security/counter-terrorism/Pages/counter-terrorism.aspx>

- i) Fraud Control and Anti-Corruption Plan July 2016 <http://dfat.gov.au/about-us/publications/Documents/fraud-control-anti-corruption-plan.pdf>
 - j) Commonwealth Procurement Rules and Guidelines
<http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/>
 - k) Commonwealth Grant Rules and Guidelines <http://www.finance.gov.au/resource-management/grants/>
 - l) Coffey International Development Code of Conduct and Client Service Standards as attached at Annexure C.
28. The Contractor acknowledges and agrees that DFAT or Coffey may issue a Contractor performance assessment in relation to the Letter of Agreement. The Contractor will sign and return the Contractor performance assessment together with any response to Coffey International Development within 15 days of receipt.

ANNEXURE “B” – SERVICES TO BE RENDERED BY CONTRACTOR

ANNEXURE “C” - CONTRACTOR’S PROPOSAL

ANNEXURE “D” - Coffey International Development Code of Conduct and Client Service Standards

Purpose

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

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

Scope

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

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

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

Definitions

“Company Premises” means any place or thing used by any Coffey company in the Activity of conducting its business (whether or not owned by or within the exclusive control of a Coffey company) including, but not limited to:

1. vehicles
2. offices
3. car parks
4. client worksites
5. demountables
6. workshops
7. warehouses
8. kitchens.

“Employees” means Employees as well as other non-Employees (such as independent and sub-contractors) who perform work for a Coffey Group Company.

Responsibilities

Managers and Supervisors

Managers and supervisors are responsible and accountable for:

- Undertaking their duties and behaving in a manner that is consistent with the provisions of the Code of Conduct and Client Service Standards
- The effective implementation, promotion and support of the Code of Conduct and Client Service Standards in their areas of responsibility
- Ensuring Employees under their control understand and follow the provisions outlined in the Code of Conduct and Client Service Standards.

Employees

All Employees are responsible for:

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

Code of Conduct

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

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

Personal and Professional Behaviour

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

When carrying out your duties, you will:

- Obey any lawful direction from a person who has the authority to give the direction. If you have a dispute about carrying out a direction you may appeal to your senior manager.
- Behave honestly and with integrity. You will avoid behaviour that could suggest that you are not following these principles. This will include a duty to report other Employees who are behaving dishonestly.

- Make sure that you carry out your work efficiently, economically and effectively as you are able and that the standard of your work reflects favourably on yourself and the company.
 - Follow the policies of the company in all aspects of work to achieve outcomes that are socially responsible and sustainable.
 - Treat Employees, clients and stakeholders with respect.
 - Maintain individuals' rights to privacy and undertake to keep personal information in confidence.
 - Do not use, possess or distribute pornographic or offensive materials.
 - Comply with all national and international laws.
 - When representing the Company in public forums:
2. Employees at all levels represent the Company in the Activity of their employment including when travelling on Company business, attending functions on behalf of the Company or internal Company meetings, conferences, training programs, seminars or any other function.
 3. Your behaviour in all these circumstances reflects on the Company and its image. As such, you should act in an appropriate business-like manner that will in no way harm the image of the Company or infringe any other Company policy including the Discrimination Free Workplace Policy.
 4. Where any Company function or meeting is held that involves the availability of alcohol, steps should be taken to ensure that it is not abused. You should be aware that being work-related, behaviour in those situations can be subject to disciplinary procedures.

Conflict of Interest

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

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

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

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

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

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

Outside employment/other external business activities

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

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

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

Public Comment

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

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

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

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

Use of Company Resources

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

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

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

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

Security of Information

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

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

Intellectual Property/Copyright

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

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

Discrimination, Harassment and Workplace Bullying

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

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

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

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

Child Protection

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

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

When carrying out your duties, you will:

- treat children with respect regardless of race, colour, gender, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status;
- not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate;
- not engage children under the age of 18 in any form of sexual interActivity or sexual

Activity, including paying for sexual services or acts;

- wherever possible, ensure that another adult is present when working in the proximity of children;
- not invite unaccompanied children into your home, unless they are at immediate risk of injury or in physical danger;
- not sleep close to unsupervised children unless absolutely necessary, in which case you will obtain your supervisor's permission, and ensure that another adult is present if possible;
- use any computers, mobile phones, video cameras, cameras or social media appropriately, and never to exploit or harass children or to access child exploitation material through any medium;
- not use physical punishment on children;
- not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury;
- comply with all relevant Australian and local legislation, including labour laws in relation to child labour;
- immediately report concerns or allegations of child exploitation and abuse and policy non-compliance in accordance with appropriate procedures; and
- immediately disclose all charges, convictions and other outcomes of an offence, which occurred before or occurs during your association with Coffey that relate to child exploitation and abuse.

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

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

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

Corrupt Conduct

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

- official misconduct;

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

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

Occupational Health & Safety

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

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

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

Conduct of Current / Former Employees

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

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

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

Client Service Standards

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

- Implement activities professionally, with a focus on quality, developmental impact and long term sustainability and with proper regard to cross-cutting development policies, such as gender and the environment, and the whole-of-government approach to development.
- Maintain productive relationships with their counterpart Government and Activity stakeholders. This includes a genuine focus on transferring skills to counterparts and promoting counterparts' longer term 'ownership' throughout the delivery of the Activity.
- Focus on achieving results and outcomes in a manner that is always accountable and demonstrates probity, procedural fairness and value for money.
- Take responsibility for progress of activities, consulting actively with the client and their counterpart on important problems and issues.
- Use experience and judgement to identify substantive problems in advance and then approach the client (and where appropriate the counterpart) with well-considered, well costed, options and recommendations.

- Demonstrate value adding, innovation, analytical rigor and quality assurance in project or Activity management. This includes ensuring quality, clarity and accuracy of reporting, invoicing and financial management.
- Promote high standards of personal conduct/behaviour, teamwork and respect at all times. Lapses in these areas undermine relationships with counterparts, undermine Activity effectiveness and reflect poorly on the client.
- Never make decisions that are the proper preserve of foreign governments and/or the funding agency, which alter the substance of the Activity or create 'surprises' for the client or the counterpart.

Breaches of the Code of Conduct and Client Service Standards

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

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

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

Name	
Signature	

Acknowledged by Coffey International Development Pty Ltd

Name	
Signature	

ANNEXURE "E" – DEED OF CONFIDENTIALITY

THIS DEED dated ____ day of XXXX 2019

BY

XXXX (the "Recipient")

IN FAVOUR OF

the Commonwealth of Australia represented by the Department of Foreign Affairs and Trade ("DFAT").

RECITALS

- A. DFAT and Coffey International Development have entered into a Head Contract for the purpose of the Aus4Skills Program in Vietnam.
- B. The Recipient has been engaged by Coffey International Development to provide Consultancy Services to the Aus4Skills Program.
- C. The Recipient, in carrying out the Consultancy Services, has been given access to Confidential Information.
- D. DFAT requires the Recipient to enter into this Deed in relation to the use of Confidential Information.

THE RECIPIENT DECLARES AS FOLLOWS:

1. INTERPRETATION

In this Deed, unless the contrary intention appears:

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

- a) is designated by DFAT as confidential; or
- b) the Recipient knows or ought to know is confidential,

but does not include information which:

- c) is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality.

"**Personal Information**" has the same meaning as in the *Privacy Act 1988*.

2. CONFIDENTIAL INFORMATION

2.1 The Recipient acknowledges and agrees that:

- a) the Confidential Information is confidential and that any Confidential Information disclosed to the Recipient is disclosed to the Recipient only pursuant to the terms of this undertaking;
- b) it must not, other than with the prior written approval of the Commonwealth, use, disclose, divulge or deal with any Confidential Information, nor allow any act, matter or thing to be done or occur whereby any Confidential Information may be

ascertained or used by, or disclosed or communicated to, any other person, except in accordance with the terms of this undertaking; and

- c) improper use or disclosure of Confidential Information would damage the Commonwealth.

3. RESTRICTION ON USE

3.1 The Recipient must:

- a) keep the Confidential Information, and all documents containing, or referring to, any Confidential Information, under effective control of the Recipient;
- b) not use or reproduce any document containing, or referring to, any Confidential Information, nor allow any other person to use or reproduce any such document;
- c) take all reasonable steps to ensure that Confidential Information, and all documents containing, or referring to, any Confidential Information, are protected at all times from any unauthorised use, disclosure or access and immediately notify the Commonwealth if the Recipient becomes aware of any unauthorised access to, or use or disclosure of, any Confidential Information;
- d) if required at any time by the Commonwealth to do so, deliver up to the Commonwealth, or destroy, all Confidential Information, including all documents containing, or referring to, any Confidential Information, in the possession, custody or control of the Recipient; and
- e) if required by the Commonwealth:
 - i. permit the Commonwealth reasonable access to the Recipient’s premises and information management systems to ensure or check compliance with this undertaking; and
 - ii. provide to the Commonwealth a statutory declaration of an officer of the Contractor stating that Clause 3.1(e) has been complied with.

4. PERSONAL INFORMATION

4.1 The Recipient agrees, with respect to all Personal Information acquired by it during the provision of the Consultancy Services, to abide by the provisions of the *Privacy Act 1988* as if the Recipient were an “Agency” as defined by that Act.

5. SURVIVAL OF OBLIGATIONS

5.1 The obligations of this Deed are perpetual.

EXECUTED AS A DEED POLL

SIGNED, by

the Recipient in the presence of:))

.....

Signature of **XXXX**

.....

Signature of witness

.....

Name of witness

(Print)