

# INVOICE

Date: Oct 18, 2024

My ref: s 47F(1)

To

**s 22(1)(a)(ii)**  
 Department of Foreign Affairs  
 and Trade  
 RG Casey Building  
 John McEwen Crescent  
 Barton ACT 0221  
 Australia

Qty	Description	Unit Price	Line Total
22 Days	Work on DFAT Strategic Communications Plan for Climate Diplomacy	£600	£13,200
		Total	£13,200

William Yeates Ltd

**s 47F(1)****s 47F(1)**Not VAT registeredBank details: **s 47F(1)**

or

**s 47F(1)**

**OFFICIAL****Statement of Requirement – Overseas Climate Diplomacy Communications Strategy****Scope of Task:**

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From mid-2024, DFAT will scale up international advocacy efforts to strengthen existing relationships and build new ones through its climate diplomacy. This is a key pillar of the Government's international agenda, and will advance Australia's broader foreign policy interests, including in the build up to COP31.

DFAT will play a key role in Australia's hosting of COP31 in 2026, should Australia be successful in securing hosting rights. While Australia's hosting of COP31 will be led by the Department of Climate Change, Energy, Environment and Water (DCCEEW), this will be a significant whole-of-Government endeavour.

The Service Providers will work with DFAT to develop an overseas communications plan that will guide DFAT's international climate diplomacy.

The plan must identify:

- key objectives, and short and medium term goals
- key audience segments the plan will target (including but not limited to: government, business, NGOs, academia including by geographic region)
- key messages/advocacy by audience segment, and key thematic lines (e.g Pacific Partnerships, Climate Finance, First Nations, economic opportunities in the transition, inclusivity)
- a comprehensive outreach program
- key milestones and a timeline of advocacy initiatives (Public Diplomacy events, programs, International media visits, social media campaigns, )
- products to support the global network's international advocacy, both existing and new ones to be developed.
- internal and external communication channels (emails, newsletters, cables, press releases, public events, op-eds, social media posts, blogs etc)
- metrics to track progress/impact

**Location(s):**

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The Service Providers can work offsite to produce the overseas communications plan.

**Deliverables:**

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The deliverable is an Overseas Climate Diplomacy Communications Strategy that will guide DFAT's international climate diplomacy and advocacy from the time of delivery until the holding of COP31 in late-2026 (should Australia be successful in its bid to host COP31).

The Strategy will be in electronic document form that can be shared across DFAT and with other Australian Government agencies as appropriate, and be delivered in final form to DFAT by late-October 2024.

The Service Providers must deliver a draft strategy by the end of September 2024 to DFAT for consideration and feedback to further refine. The draft strategy must be developed in consultation with relevant DFAT teams, to be identified by the Climate Diplomacy and Development Finance Division officers managing this procurement on behalf of the Department.

**Specified Personnel:**

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The Service Provider must allocate Will Yeates to undertake this work.

**Evaluation Criteria:**

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DFAT will use three criteria to assess responses:

1. Extent to which the Potential Supplier's Response meets DFAT's requirements;

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2. Extent to which the Potential Supplier demonstrates its capability and capacity to provide the requirement
3. Whole of life costs to be incurred by DFAT.

**Applicable Standards or References:**

Not applicable.

**Other Relevant Information or Special Requirements:**

Nil

**Special Conditions (As set out in the Special Conditions (Attachment E to the Deed)):****SPECIAL CONDITIONS****1. NOTIFICATION OF SIGNIFICANT EVENTS**

- 1.1** For the purposes of this clause, 'Significant Event' means any one or more of the following:
  - 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 Service Provider or its Service Provider Personnel that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation;
  - b. a decision by an entity to refuse to grant, or to revoke or qualify, an Authorisation required by the Service Provider or any Service Provider Personnel to provide the Services under the Contract;
  - c. any act or omission by the Service Provider or any Service Provider Personnel that may involve the Commonwealth in significant controversy or cause serious embarrassment to the Commonwealth, including involvement in conduct that:
    - (i) could amount to a breach of any Australian law or regulation;
    - (ii) could amount to a breach of a foreign law or regulation relating to integrity or which has a criminal penalty;
    - (iii) threatens, or might be perceived to threaten, national security;
    - (iv) adversely impacts the national or international reputation of the Commonwealth;
    - (v) involves the unauthorised access to, or use, disclosure or loss of Commonwealth data, personal information or Confidential Information; or
    - (vi) creates public doubt about the quality, security, availability or reliability of the Service Provider or its Services;
  - d. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Service Provider or Service Provider Personnel, that may adversely impact on compliance with Commonwealth policy and legislation, or the Commonwealth's reputation; and
  - e. any other event as notified by the Commonwealth, in accordance with clause 1.4.
- 1.2** The Service Provider must, within three Working Days of becoming aware of a Significant Event, issue both the Commonwealth Representative and the Deed Manager a notice in accordance with clause 7.15 of the Deed.
- 1.3** The notice issued by the Service Provider under clause 1.2 must:
  - a. provide a summary of the Significant Event, including the date or dates on which it occurred; and
  - b. specify whether any Service Provider Personnel engaged in connection with the Services were directly or indirectly involved in the Significant Event, and, if so, confirm the names of any such Service Provider Personnel.

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- 1.4** The Commonwealth may, at its discretion, notify the Service Provider that an event is to be treated as a Significant Event for the purposes of this clause. Where this occurs the Service Provider must provide the notice under clause 1.2 in relation to that event within three Working Days of the Commonwealth's notice.
- 1.5** Where reasonably required by the Commonwealth, the Service Provider must provide the Commonwealth with any additional information regarding a Significant Event within three Working Days of the Commonwealth's request.
- 1.6** The Service Provider must, within 10 Working Days of a request by the Commonwealth, prepare a remediation plan for the Significant Event and submit that plan to the Commonwealth Representative for approval.
- 1.7** A remediation plan prepared by the Service Provider under clause 1.6 must, at a minimum, include the following information:
- a. how the Service Provider will address the Significant Event in the context of the Services, including confirmation that the implementation of the remediation plan will not in any way impact compliance by the Service Provider with its obligations under the Deed and the Contract; and
  - b. how the Service Provider will ensure that any events related, or of a similar nature, to the Significant Event will not occur again, including by having regard to the circumstances giving rise to the Significant Event; and
  - c. any other information reasonably required by the Commonwealth.
- 1.8** The Commonwealth will review the remediation plan and either approve it, or not approve it and provide the Service Provider with the details of any changes required by the Commonwealth. The Service Provider must make the relevant changes to the remediation plan and resubmit the plan to the Commonwealth for approval within three Working Days of the Commonwealth's request (unless a longer timeframe is agreed by the Commonwealth in writing). This clause 1.8 will apply to any resubmitted remediation plan. Regardless of any resubmissions, the Service Provider must achieve approval of the remediation plan no later than 15 Working Days after first becoming aware of the Significant Event or being notified by the Commonwealth under clause 1.4 (as the case may be).
- 1.9** Without limiting its obligations under the Deed or the Contract, the Service Provider must comply with the remediation plan as approved by the Commonwealth. The Service Provider must provide such reports and other information about the Service Provider's progress in implementing the remediation plan as may be reasonably required by the Commonwealth.
- 1.10** A failure by the Service Provider to comply with its obligations under this clause will be a material breach of the Contract and the Commonwealth may terminate for Default under clause 9.3.1(b) of the Deed.
- 1.11** The Commonwealth's rights under this clause are in addition to and do not otherwise limit any other rights it has under the Deed, this Contract or at law. The performance by the Service Provider of its obligations under this clause will be at no additional cost to the Commonwealth.
- 1.12** The Commonwealth may, in addition to any of its other rights or remedies under the Deed or this Contract, take into account the occurrence of a Significant Event when:
- a. deciding whether to issue any RFQTS to the Service Provider or withdraw an RFQTS from the Service Provider before a Contract is executed;
  - b. evaluating any Quotation submitted by the Service Provider;
  - c. reviewing a DSS Service Performance Assessment submitted by the Service Provider; and
  - d. undertaking a Panel review and refresh under clause 1.5 of the Deed; and
  - e. deciding whether to suspend the Service Provider for a specified period of time under clause 9.2.1(a) of the Deed.

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- 2. COMPLIANCE WITH THE COMMONWEALTH SUPPLIER CODE OF CONDUCT**
- 2.1** For the purposes of this special condition, '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.
- 2.2** The Service Provider must comply with, and ensure that its Service Provider Personnel comply with, the Code in connection with the performance of any resultant Contract.
- 2.3** The Service Provider must:
- a. periodically monitor and assess its, and its Service Provider Personnel compliance with the Code; and
  - b. on request from the Commonwealth, promptly provide information regarding:
    - (1) the policies, frameworks, or systems it has established to monitor and assess compliance with the Code, and
    - (2) the Service Provider's compliance with clause 2.2.
- 2.4** The Service Provider must immediately issue the Commonwealth a Notice on becoming aware of any breach of clause 2.2. The Notice must include a summary of the breach, the date that the breach occurred, and details of the personnel involved. The Commonwealth may request further information from the Service Provider, and the Service Provider must furnish the requested information within the timeframe in the request (otherwise 3 Working Days of receiving the request).
- 2.5** Where the Commonwealth identifies a possible breach of clause 2.2, it may issue the Service Provider a Notice, and the Service Provider must, within three (3) Working Days of receiving the Notice, either:
- a. where the Service Provider considers a breach has not occurred: advise the Commonwealth that there has not been a breach and provide information supporting that determination; or
  - b. where the Service Provider considers that a breach has occurred: issue a Notice under clause 2.4 and otherwise comply with its obligations under this special condition.
- 2.6** Notwithstanding clause 2.5, the Commonwealth may notify the Service Provider in writing that it considers that the Service Provider has breached clause 2.2, in which case the Service Provider must issue a Notice under clause 2.4 and otherwise comply with its obligations under this special condition.
- 2.7** A failure by the Service Provider to comply with its obligations under any part of this special condition will be a material breach of any resultant Contract.
- 2.8** Nothing in this special condition or the Code limits, reduces, or derogates from the Service Provider's other obligations under any resultant Contract. The Commonwealth's rights under this special condition are in addition to and do not otherwise limit any other rights the Commonwealth may have under any resultant Contract. The performance by the Service Provider of its obligations under this clause will be at no additional cost to the Commonwealth.
- 2.9** The Service Provider agrees that the Commonwealth or any other Commonwealth agency may take into account the Service Provider's compliance with the Code in any future approach to market or procurement process.

**Extension Options (Applicable for Contract Duration greater than six months):**

No extension option.

<b>Security Clearance(s) required for personnel working on this Task:</b> no clearance required.
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<b>Security Guidance:</b> Nil.
<b>Key Result Areas (if additional KRAs are required to those set out in the Performance Management Framework, under Attachment G to the Deed):</b> Nil

<b>RFQTS AUTHORISED BY THE COMMONWEALTH</b>	
<b>Name and details of Commonwealth Representative authorising the RFQTS</b>	
Title and Name:	Dr David Dutton
Position:	Assistant Secretary, Climate and Environmental Diplomacy Branch
Email:	s 22(1)(a)(ii) <a href="mailto:dfat.gov.au">@dfat.gov.au</a>
Telephone:	s 22(1)(a)(ii)
Address:	R G Casey Building, John McEwen Crescent, Barton, ACT 2601