

		Extension Option/s	<i>Not applicable</i>
Item 3 (clause 1 1(a))	Service Requirements:	<p>In collaboration with the Embassy of Australia, CSIS will organise the Australia-US Indo-Pacific Strategic Dialogue, scheduled to take place on 29-30 November 2023</p> <p>On November 29, 2023, CSIS will organise and host a full day Track 1.5 dialogue consisting of four, not-for-attribution discussions on themes related to Australian and US priorities in the Indo-Pacific. CSIS will be responsible for inviting and retaining up to 40 participants and panelists, in coordination and consultation with the Embassy. CSIS will be responsible for all logistical costs and operations of this seminar [AV, technology, catering (light breakfast and lunch), and participant travel as outlined in the payment schedule]</p> <p>CSIS will also participate in a half-day symposium on related issues on November 30, to be held at and run by the Embassy of Australia</p> <p>In collaboration with the CSIS, the Embassy will host a dinner or reception for IPSD participants at the Embassy on November 28 or 29</p>	
Item 4 (clause 1 1(a))	Location of Services:	<i>Center for Strategic and International Studies, Washington, DC</i>	
Item 5 (clause 4 1a)	Timing for Delivery of Services	As per Item 3, the events are due to take place 29-30 November 2023, unless otherwise mutually agreed by both parties to be held on different dates	
Items 6 (clause 4 1b)	Personnel to be used in the Provision of the Services:	Charles Edel, Australia Chair, CSIS	
Item 7 (clause 9 1)	Contract Price:	The total contract price will be capped at USD120,000 . This includes USD80,000 toward CSIS service fees and up to a total of USD40,000 for participant travel, to be paid at a rate of USD4,000 per confirmed nongovernmental participant traveling from outside the US	
Item 8 (clause 11 1)	Reimbursable Expenses:	Not applicable	
Item 9 (clause 20 1)	Contractor Insurance Requirements:	Public liability insurance	Yes
		Professional indemnity insurance	Yes
Item 10 (clause 1)	Governing Law:	Australian Capital Territory	

Item 11 (clause 6)	Nature of Engagement	CSIS is an independent, nonpartisan research and educational institution. CSIS will not take any action that would jeopardize its institutional status and will not agree to conditions or limitations on its independence in formulating and disseminating its research, findings, or conclusions. CSIS exercises independent, exclusive, and final discretion regarding all aspects of this project, including the use of the funds, subject only to our commitment to use these funds for the specific use of supporting this project. Specifically, CSIS will not: (a) conduct any lobbying, as defined by the U.S. Internal Revenue Code in connection with this Project; (b) appear before any U.S. government official on behalf of the sponsor; (c) in any way influence any U.S. government official or any section of the U.S. public to promote the public or political interests of the Grantor; (d) publish or disseminate information for the Grantor; or (e) provide advice to the Grantor with respect to public-relations.
Item 12 (clause 24)	Conflict of Interest:	CSIS will not take any action that might jeopardize CSIS's independence and status as an educational institution classified as a 501(c)3 organization under the U.S. Internal Revenue Code. As an independent research institution, CSIS will agree to no conditions or limitations on its independence and discretion in formulating and disseminating research, findings, or conclusions. While CSIS may discuss with the Grantor the general parameters of the project, CSIS exercises independent, exclusive, and final decision-making authority over all aspects of the research project conducted by its scholars and experts, including but not limited to all associated research topics, intellectual content and conclusions, speakers, participants, publications, final papers, briefings, press and public engagement, and online content.

	Page
1. TERM.....	1
2. SERVICES	1
3. CONTRACT DOCUMENTS	1
4. PROVISION OF SERVICES.....	1
5. REPLACEMENT SERVICES	1
6. NATURE OF ENGAGEMENT	1
7. REMOVAL OF CONTRACTOR'S PERSONNEL.....	2
8. PRICE BASIS	2
9. PAYMENT	2
10. INVOICE	2
11. REIMBURSABLE EXPENSES	3
13. WARRANTY	3
14. USE OF DFAT ITEMS	3
15. INTELLECTUAL PROPERTY RIGHTS	4
16. TERMINATION FOR BREACH	4
17. TERMINATION FOR CONVENIENCE	4
18. SECURITY.....	5
19. WORK HEALTH AND SAFETY	5
20. INSURANCE.....	5
21. INDEMNITY	5
22. PRIVACY	5
23. CONFIDENTIALITY.....	6
24. CONFLICT OF INTEREST	6
25. NOTICES	7
26. ASSIGNMENT	7
27. SUBCONTRACTING.....	7
28. APPROVALS AND COMPLIANCE	7
29. DFAT ACCESS	7
30. CHILD PROTECTION POLICY	7
31. PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT (PSEAH)	8

Australia US Indo Pacific Strategic Dialogue

32.	COUNTER-TERRORISM AND SANCTIONS	8
33.	ANTI-CORRUPTION	8
34.	FRAUD	8
37.	ENTIRE AGREEMENT	9
41.	GOVERNING LAW	10
42.	DEFINITIONS	10
	ATTACHMENT 1 – PRICING SCHEDULE.....	ERROR! BOOKMARK NOT DEFINED

General Conditions of Contract for the Supply of Services outside Australia

1. **TERM**
 - 1 1 The Contract takes effect on the Effective Date. The Services commence on the Commencement Date and unless terminated earlier in accordance with the Contract or otherwise, end on the Expiry Date or completion of the Services if no Expiry Date is specified.
 - 1 2 DFAT may, in its sole discretion, extend the Contract for a further period as specified in Item 2 of the Details Schedule by giving written notice to the Contractor at least 30 days before the end of the then current Term. The Contract, if extended, will continue under the same terms and conditions.
2. **SERVICES**
 - 2 1 The Contractor agrees to provide the Services to DFAT and DFAT agrees to purchase the Services in accordance with the terms of the Contract.
3. **CONTRACT DOCUMENTS**
 - 3 1 The Contract between DFAT and the Contractor comprises the General Conditions of Contract for the Supply of Services outside of Australia (including the Details Schedule) and any Attachments.
 - 3 2 If there is any ambiguity or inconsistency between the documents comprising the Contract, the following order of precedence is to be given to the extent of any ambiguity or inconsistency:
 - (a) the General Conditions of Contract for the Supply of Services outside Australia (including the Details Schedule) and
 - (b) the Attachments (if any)
4. **PROVISION OF SERVICES**
 - 4 1 The Contractor must provide the Services to DFAT
 - (a) for the period, at the times and locations (as applicable), and in accordance with any requirements for the provision of the Services as specified in the Details Schedule,
 - (b) using the Personnel identified in the Details Schedule (if any) or otherwise using appropriately qualified, skilled and experienced Personnel,
 - (c) ensure that the Services are provided to a standard of quality not less than industry best practice for services of the same type as those Services and, without limiting clause 1 1(a) in a timely manner,
 - (d) to the satisfaction of the DFAT Representative, and
 - (e) in accordance with any other requirements specified in the Contract.
 - 4 2 The Contractor must promptly notify DFAT if the Contractor or any of its Personnel becomes aware that the Contractor will be unable to provide all or part of the Services in accordance with the requirements of this clause 4.
5. **REPLACEMENT SERVICES**
 - 5 1 If the Contractor fails to provide the Services in accordance with the Contract, the Contractor must, at its cost, provide replacement Services or take any other action to rectify any aspect of the Services which do not comply with the Contract, as directed by DFAT.
6. **NATURE OF ENGAGEMENT**
 - 6 1 DFAT engages the Contractor to provide the Services as an independent contractor and not as DFAT's agent or employee. The Contractor has no authority to bind DFAT or act on DFAT's behalf at any time. The Contractor is not entitled to any benefit from DFAT usually attributable to an employee. The Contractor must not, and must ensure that its Personnel do not, represent itself or themselves as being DFAT's employees, partners or agents.

7. REMOVAL OF CONTRACTOR'S PERSONNEL

7 1 DFAT, acting reasonably, may give notice requiring the Contractor to remove any Personnel from work in respect of the Services. The Contractor must promptly arrange for their replacement with personnel of appropriate qualifications, skills and experience, as deemed acceptable by DFAT in writing, at no additional cost to DFAT.

8. PRICE BASIS

8 1 Unless otherwise stated in the Details Schedule, the Contract Price is fixed for the duration of the Contract. The Contract Price is inclusive of

- (a) all taxes, duties and government charges imposed or levied in the jurisdiction(s) in which the Services will be, or are, provided,
- (b) remuneration to the Contractor's Personnel, including salaries, wages, fees, superannuation, annual leave, sick leave, long service leave and all other benefits to which any of them may be entitled under any contract with the Contractor or under any award, statute or local law,
- (c) costs in respect of procuring and maintaining the insurances required under clause 20, and
- (d) costs of compliance with all other statutory, award or other legal or contractual requirements with respect to the Contractor's Personnel.

9. PAYMENT

9 1 Subject to clause 10 and the Details Schedule, DFAT will pay

- (a) the Contract Price to the Contractor within 20 days after receipt of a correctly rendered invoice, or
- (b) if the Details Schedule provides for the payment of the Contract Price by way of
 - (i) instalments, the amount of the relevant instalment to the Contractor within 20 days after receipt of a correctly rendered invoice, or
 - (ii) milestone payments, the amount of the relevant milestone payment to the Contractor within 20 days after receipt of a correctly rendered invoice; and
- (b) if the Details Schedule provides for the reimbursement of Reimbursable Expenses, the amount of those Reimbursable Expenses which have been incurred by the Contractor in accordance with the Contract, within 20 days after receipt of a correctly rendered invoice.

9 2 Under this Contract, interest on the late payment of invoices is not applicable.

10. INVOICE

10 1 An invoice is correctly rendered under clause 9 if

- (a) the amount claimed for payment is calculated in accordance with the Contract and the Details Schedule provides that the amount is due for payment,
- (b) the Services meet the requirements of the Contract, and
- (c) the invoice
 - (i) is set out in a manner that enables DFAT to ascertain the Services to which the invoice relates and that part of the Contract Price payable in respect of those Services;
 - (ii) if the Details Schedule provides for the reimbursement of Reimbursable Expenses, the invoice separately itemises all expenses for which reimbursement is being sought. Copies of invoices substantiating the Reimbursable Expenses must be attached to the invoice, and
 - (iii) contains the Contract number, the name and phone number of the Contractor Representative and is addressed as specified in the Details Schedule.

- 10 2 The Contractor must promptly provide to DFAT such supporting documentation and other evidence reasonably required by DFAT to substantiate performance of the Contract by the Contractor or payment of the Contract Price by DFAT
- 11. REIMBURSABLE EXPENSES**
- 11 1 Except as provided for in the Details Schedule, the Contractor must perform its obligations under the Contract at its own cost and neither the Contractor nor any of its Personnel will be entitled to be reimbursed for any Reimbursable Expenses incurred in providing the Services
- 11 2 Where DFAT has provided its prior written consent, the Contractor will be entitled to reimbursement for travel, accommodation and living expenses up to the DFAT Non-SES travelling allowance rates, and for goods and/or services purchased on behalf of DFAT at DFAT's request. All claims for such reimbursement must be submitted on a valid tax invoice showing the tax exclusive price, with tax then being charged on the total amount. The maximum amounts to which the Contractor is entitled to reimbursement under this clause 11 will be the amounts to which DFAT non-SES personnel are entitled to when travelling in Australia or overseas
- 11 3 If the Contractor is required to travel under the Contract, the hours spent travelling are not billable work hours. Time spent travelling for the purposes of this Contract does not constitute a reimbursable expense
- 11 4 If requested by the DFAT Representative, the Contractor must provide satisfactory evidence to substantiate any specified claim for reimbursement prior to DFAT making any payment of the related claim
- 12. DEDUCTION / SET OFF**
- 12 1 DFAT may deduct from any payment of the whole or part of the Contract Price any taxes, charges, insurance premiums or levies imposed by law upon DFAT which are ordinarily required to be paid by the Contractor as a result of the Contractor providing the Services. In doing so, the Contractor will be the entity that is taken to be complying with legislative requirements and DFAT will not be seen to be treating the Contractor or any of its Personnel as anything other than an independent contractor
- 12 2 If the Contractor owes any debt to DFAT under or in connection with the Contract, DFAT may deduct the amount of the debt from payment of the Contract Price, or seek to recover the amount as a debt due to DFAT
- 13. WARRANTY**
- 13 1 The Contractor warrants that
- (a) the Services will be fit for the purpose or purposes for which services of that kind could be reasonably expected to be applied by DFAT, and
 - (b) the Services will be provided by appropriately qualified, skilled and experienced Personnel
- 14. USE OF DFAT ITEMS**
- 14 1 The Contractor must not, and must ensure that its Personnel do not, use any DFAT Items for any purpose other than
- (a) a purpose for which that DFAT Item was designed, manufactured or constructed, and
 - (b) for the provision of the Services
- 14 2 The Contractor must protect all DFAT Items from loss or damage, maintain DFAT Items in good order and promptly return DFAT Items to DFAT upon request by DFAT, when they are no longer required to provide the Services or otherwise upon expiration or termination of the Contract
- 14 3 The Contractor acknowledges that it may be provided with the ability to access DFAT-held information in connection with its performance of the Services, including through access to DFAT information technology systems. Without limiting the Contractor's other obligations under this Contract or otherwise at law, the Contractor must not seek to access or use DFAT-held information except to the extent strictly required for the provision of the Services

15. INTELLECTUAL PROPERTY RIGHTS

- 15 1 Subject to clause 15 2, title in, and ownership of all Intellectual Property Rights associated with any deliverable or material developed by the Contractor in connection with this Contract ('Foreground IP') vests on its creation in DFAT. The Contractor agrees to execute all documents and do all acts and things required by DFAT to give effect to this clause.
- 15 2 DFAT acknowledges that the vesting of ownership in DFAT of all Foreground IP does not apply to Intellectual Property Rights in any pre-existing material (including software, documentation or data) which is incorporated or embedded in that deliverable or material ('Background IP'). In such circumstances, the Contractor grants to DFAT (or must ensure the grant of) a royalty free, irrevocable, non-exclusive, perpetual, worldwide licence (including the right to sub licence) of the Background IP to use, copy, adapt, expand, develop, publish or otherwise change, the pre-existing material.
- 15 3 As permitted by law, the Contractor unconditionally and irrevocably
- (a) consents, and will obtain all other necessary unconditional and irrevocable consents, to any act or omission that would otherwise infringe any moral rights in any work that is included in a deliverable or material comprised in the Services, whether occurring before or after a consent is given, and
 - (b) waives, and will obtain all other necessary unconditional and irrevocable written waivers of, moral rights,
- for the benefit of DFAT, its licensees and anyone authorised by any of them.
- 15 4 The Contractor warrants the provision of the Services (and DFAT's use of any deliverable or material developed or supplied under the Contract) will not infringe the Intellectual Property or moral rights of any person.

16. TERMINATION FOR BREACH

- 16 1 DFAT may terminate the Contract if the Contractor
- (a) does not provide, or notifies DFAT that it will be unable to provide, all of the Services for the period, at the times and locations (as applicable), and in accordance with any requirements for the provision of the Services as specified in the Details Schedule,
 - (b) does not provide replacement personnel acceptable to DFAT in accordance with clause 7 (Removal of Contractor Personnel),
 - (c) breaches the Contract and the breach is not capable of remedy,
 - (d) does not remedy a breach of the Contract which is capable of remedy within the period specified by DFAT in a notice of default issued by DFAT to the Contractor requiring the Contractor to remedy the breach,
 - (e) becomes bankrupt or insolvent, or
 - (f) breaches any of its obligations under clauses 18 (Security) or 19 (Work Health and Safety)

17. TERMINATION FOR CONVENIENCE

- 17 1 In addition to any other rights it has under the Contract, DFAT may at any time terminate the Contract by notifying the Contractor in writing. If DFAT issues such a notice, the Contractor must stop work in accordance with the notice, comply with any directions given by DFAT and mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination, including those arising from affected subcontracts.
- 17 2 DFAT will only be liable for payments to the Contractor for Services provided to DFAT before the effective date of termination and any reasonable costs incurred by the Contractor that are directly attributable to the termination, if the Contractor substantiates these amounts to the satisfaction of DFAT.
- 17 3 The Contractor will not be entitled to profit anticipated on any part of the Contract terminated.

18. SECURITY

18 1 If DFAT provides the Contractor with access to any DFAT place, area or facility, the Contractor must comply with any security and safety requirements notified to the Contractor by DFAT or of which the Contractor is aware and ensure that its Personnel are aware of and comply with such security requirements

19. WORK HEALTH AND SAFETY

19 1 The Contractor must perform its, and must ensure that its Personnel perform their, obligations under this Contract

- (a) in a manner which ensures that DFAT meets its obligations under the *Work Health and Safety Act 2011* (Cth) ("WHS Act"),
- (b) in compliance with the WHS Legislation, to the full extent that the WHS Legislation applies to the Contractor, and
- (c) in accordance with equivalent local work health and safety legislation

19 2 The Contractor agrees, when using DFAT's premises or facilities, to comply with all reasonable directions and procedures relating to work health and safety in effect at those premises or in regard to those facilities, as notified by DFAT or as might be inferred from the use to which the premises or facilities are being put

19 3 Without limiting any other provision of this Contract, the Contractor agrees to, on request, give all reasonable assistance to DFAT, by way of provision of information and documents, to assist DFAT and its officers as defined in the WHS Act to comply with the duties imposed on them under the WHS Act

19 4 The Contractor acknowledges that DFAT may direct it to take specified measures in connection with the Contractor's work under this Contract that DFAT considers reasonably necessary to deal with an event or circumstance that has or is likely to have an adverse effect on the health or safety of persons. The Contractor must comply with the direction at its own cost

20. INSURANCE

20 1 The Contractor must procure and maintain

- (a) workers compensation insurance or registration as required by law,
- (b) the insurances specified in the Details Schedule (if any), and
- (c) such other insurances and on such terms and conditions as a prudent contractor, providing services similar to the Services, would procure and maintain

21. INDEMNITY

21 1 The Contractor indemnifies DFAT, its officers, employees and agents against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a legal counsel and own client basis), compensation or expense arising out of or in any way in connection with

- (a) a default or any unlawful, wilful or negligent act or omission on the part of the Contractor or its Personnel, or
- (b) any action, claim, dispute, suit or proceeding brought by any third party in respect of any infringement or alleged infringement of that third party's Intellectual Property or moral rights in connection with the Services

21 2 The Contractor's liability to indemnify DFAT under clause 21 1(a) is reduced to the extent that any wilful, unlawful, or negligent act or omission of DFAT, its officers, employees or agents contributed to the liability, loss, damage, cost, compensation or expense

22. PRIVACY

22 1 The Contractor must

- (a) if it obtains Personal Information in the course of performing the Contract, use or disclose that Personal Information only for the purposes of the Contract subject to any applicable exceptions in the *Privacy Act 1988* (Cth) (Privacy Act),
 - (b) to the extent that different privacy laws apply to DFAT and the Contract and without limiting clause 22 1(a), conform with the Privacy Act obligations applicable to DFAT, as if they were binding upon the Contractor, and
 - (c) as a contracted service provider, not do any act or engage in any practice which, if done or engaged in by DFAT, would be a breach of the Australian Privacy Principles
- 22 2 The Contractor must notify DFAT as soon as reasonably practicable if
- (a) it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 22, whether by the Contractor, subcontractor or any other person to whom the Personal Information has been disclosed for the purposes of the Contract or
 - (b) in relation to Personal Information obtained in the course of performing the Contract
 - (i) it becomes aware that a disclosure of such Personal Information may be required by law, or
 - (ii) it is approached by the Privacy Commissioner
- 22 3 The Contractor must
- (a) investigate any breach or possible breach of its obligations in relation to Personal Information under this Contract and report the substance and outcome of that investigation to DFAT within 14 calendar days of becoming aware of the breach or possible breach, or
 - (b) assist DFAT with its own investigation into the breach or possible breach of any of the Contractor's obligations in relation to Personal Information under this Contract, acknowledging DFAT's obligations under the Privacy Act
- 22 4 The Contractor must ensure that its Personnel who deal with Personal Information for the purposes of the Contract are aware of, and comply with, this clause 22
- 22 5 The Contractor must ensure that any subcontract entered into for the purposes of fulfilling its obligations under the Contract, contains provisions to ensure that the subcontractor complies with this clause 22
- 23 CONFIDENTIALITY**
- 23 1 The Contractor must not disclose any DFAT Confidential Information to any third party without the prior written consent of DFAT. The Contractor will not be in breach of this clause in circumstances where it is required by law to disclose any DFAT Confidential Information. The parties acknowledge and agree that the terms of this Contract are not confidential, except for any clause or information identified by a party in the Details Schedule as being confidential to that party
- 23 2 If required by DFAT, the Contractor must ensure that its Personnel (including subcontractor personnel) engaged in the performance of the Services under this Contract give a written undertaking in a form required by DFAT prior to the disclosure of DFAT Confidential Information
- 24. CONFLICT OF INTEREST**
- 24 1 The Contractor warrants that, to the best of its knowledge after making diligent enquiries at the Effective Date, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by any of its Personnel
- 24 2 The Contractor must notify DFAT in writing promptly if such a conflict of interest arises, or appears likely to arise
- 24 3 Within seven (7) days after giving notice under clause 24 2, the Contractor must notify DFAT in writing of the steps it will take to resolve the issue. If DFAT considers those steps are inadequate, it may direct the Contractor to resolve the issue in a manner proposed by DFAT. If the Contractor fails to notify DFAT in accordance with clause 24 2 or this clause 24 3 or is unable or unwilling to resolve the issue in the required manner, DFAT may terminate the Contract in accordance with

clause 16 (Termination for Breach)

25. NOTICES

- 25 1 A party giving notice under this Contract must do so in writing that is
- (a) directed to the party's address specified in the Details Schedule and marked for the attention of the other party's representative, and
 - (b) hand delivered, sent by pre-paid post or facsimile to that address or to the representative's email address
- 25 2 A notice given in accordance with clause 25 1 is received
- (a) if hand delivered, on delivery,
 - (b) if sent by pre-paid post on the fifth day after the date of posting
 - (c) if sent by email, when the email enters the addressee's information system, unless the sender's information system receives a message within one (1) business day that the email has not been delivered to the addressee,
 - (d) but, if the receipt, transmission or entry into the information system is not on a business day or is after 5 00 pm (recipients local time) on a business day, the notice is taken to be received at 9 00 am (recipient's local time) on the next business day

26. ASSIGNMENT

- 26 1 The Contractor must not assign any of its rights under the Contract without the prior written consent of DFAT

27. SUBCONTRACTING

- 27 1 The Contractor must not subcontract the whole or part of its obligations under the Contract without the prior written consent of DFAT. Subcontracting the whole or part of the Contractor's obligations under the Contract will not relieve the Contractor from any of its obligations under the Contract. Upon request the Contractor must make available to DFAT the details of all subcontractors engaged to provide the Services under the Contract. The Contractor acknowledges that DFAT may be required to disclose such information.

28. APPROVALS AND COMPLIANCE

- 28 1 The Contractor must obtain and maintain in full force any necessary export licences, licences, accreditations, permits, registrations, regulatory approvals or other documented authority (however described) required by law and necessary for the provision of the Services. The Contractor must comply with and ensure its Personnel comply with the laws from time to time in force in the jurisdictions in which any part of the Contract is to be carried out and all DFAT policies relevant or applicable to the Contract.

29. DFAT ACCESS

The Contractor must permit DFAT and its nominees timely and sufficient access to its premises, records or accounts relevant to the Contract to conduct audits under the *Auditor-General Act 1997*. DFAT and its nominees may copy any records or accounts relevant to the Contract and retain or use these records and accounts for this purpose.

30. CHILD PROTECTION POLICY

- 30 1 The Contractor must comply with the DFAT Child Protection Policy accessible on the DFAT website <http://www.dfat.gov.au/childprotection>. DFAT may audit the Contractor's compliance with the Child Protection Policy. The Contractor must participate cooperatively in any reviews conducted by DFAT.
- 30 2 If the Child Protection Officer finds that the Contractor has failed to comply with the Child Protection Policy, the Contractor must promptly, and at the cost of the Contractor, take such actions as are required to ensure compliance with the compliance standards specified in the Child Protection Policy.

- 31. PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT (PSEAH)**
- 31 1 The Contractor must comply, and must ensure that its Personnel comply, with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy, accessible at <http://www.dfat.gov.au/pseah>
- 31 2 DFAT may conduct a review of the Contractor's compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy referred to in clause 31 1 DFAT will give reasonable notice (at least 14 calendar days) to the Contractor and the Contractor must participate co-operatively in any such review
- 31 3 The Contractor must report to seahreports@dfat.gov.au any suspected or alleged case of sexual exploitation, abuse and harassment that relates to the Services within 48 hours of becoming aware of the case The Contractor must report to DFAT any alleged incidents of non-compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy within five (5) business days
- 31 4 In reporting to DFAT as required pursuant to clause 31 1, the Contractor must comply with the *Privacy Act 1988* (Cth) and the privacy provisions in the DFAT PSEAH Incident Notification Form, available on DFAT's website
- 32. COUNTER-TERRORISM AND SANCTIONS**
- 32 1 The Contractor must ensure that
- (a) individuals, persons, entities or organisations involved in activities under the Contract, including it and its Personnel, do not engage in any Prohibited Dealings, and
 - (b) none of the funds provided under this Contract (whether through a subcontract or not) are used in any way to directly or indirectly provide support, resources or assets to individuals, persons, entities or organisations involved in any Prohibited Dealings
- 32 2 The Contractor must immediately inform DFAT if it
- (a) becomes aware of any link whatsoever between it or its Personnel and any individual, person, entity or organisation involved in Prohibited Dealings,
 - (b) becomes aware that it, any of its Personnel or any individual, person, entity or organisation involved in implementing the Contract is involved in Prohibited Dealings,
 - (c) discovers that any or all of the funds provided under the Contract (whether through a subcontract or not) have been used in any way to directly or indirectly provide support, resources or assets to an individual, person, entity or organisation involved in Prohibited Dealings,
 - (d) becomes aware that it or any of its Personnel have been suspended from tendering for World Bank grants by the World Bank or from tendering by a donor of development funding other than the World Bank, or
 - (e) becomes aware that it or any of its Personnel are the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding
- 32 3 Any breach of this clause 32 will entitle DFAT to issue a notice under clause 16 (Termination for Breach) to terminate the Contract immediately
- 33. ANTI-CORRUPTION**
- 33 1 The Contractor warrants that neither it nor its Personnel will 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 Contract Any breach of this clause 33 will entitle DFAT to issue a notice under clause 16 (Termination for Breach) to terminate this Contract immediately
- 34. FRAUD**
- 34 1 This clause applies to any Fraud which relates to the Services or this Contract
- 34 2 The Contractor must not, and must ensure that its Personnel do not, engage in any fraudulent activity The Contractor is responsible for preventing and detecting Fraud

- 34 3 If the Contractor becomes aware of a Fraud, it must report the matter to DFAT in writing within five (5) business days. The Contractor must investigate the Fraud at the Contractor's cost and in accordance with any directions or standards required by DFAT.
- 34 4 After the investigation is finished, if a suspected offender has been identified, the Contractor must promptly report the Fraud to the local police and any other appropriate law enforcement agency in the country where the incident occurred, unless the Director of DFAT's Fraud Section agrees otherwise in writing.
- 34 5 If the investigation finds the Contractor or its Personnel have engaged in fraudulent activity, the Contractor must
- (a) if DFAT funds have been misappropriated, pay to DFAT the full value of the DFAT funds that have been misappropriated,
 - (b) if DFAT-funded property has been misappropriated, either return the property to DFAT or, if the property cannot be recovered or has been damaged so that it is no longer usable, replace the property with property of equal quality, and
 - (c) keep DFAT informed, in writing, on a monthly basis, of the progress of the recovery action.
- 34 6 If the investigation finds that a person other than the Contractor or its Personnel has engaged in fraudulent activity, the Contractor must, at the Contractor's cost
- (a) take all reasonable action to recover any DFAT funds or DFAT-funded property acquired or distributed through fraudulent activity, and
 - (b) keep DFAT informed, in writing, on a monthly basis, of the progress of the recovery action.
- 35. DISPUTE**
- 35 1 The parties will try to settle any disputes that arise under this Contract by direct negotiation at the working level.
- 35 2 For any dispute that cannot be resolved at the working level, the party claiming that there is a dispute will give the other party a notice setting out the details of the dispute. Within five (5) business days, each party will nominate a senior representative, not having prior direct involvement in the dispute. The senior representatives will try to settle the dispute by direct negotiation.
- 35 3 If the senior representatives cannot resolve the dispute within a further 10 business days, either party may commence legal proceedings.
- 35 4 Each party will bear its own costs for dispute resolution.
- 35 5 The procedure for dispute resolution does not apply to action relating to termination or to legal proceedings for urgent interlocutory relief.
- 36. Publicity**
- 36 1 The Contractor may not make media or other announcements or releases relating to this Contract without DFAT's prior written approval, except to the extent that the announcement or release is required to be made by law.
- 37. ENTIRE AGREEMENT**
- 37 1 The Contract represents the parties' entire agreement in relation to the subject matter and supersedes all submitted offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.
- 38. AMENDMENT**
- 38 1 Any amendment to this Contract must be in writing and signed by the parties.
- 39. SEVERABILITY**

- 39 1 A provision or part of a provision of this Contract that is void, illegal or unenforceable may be severed from this agreement and the remaining provisions or parts of the provision of this agreement continue in force
40. **SURVIVAL**
- 40 1 Any provision of the Contract which expressly or by implication from its nature is intended to survive the termination or expiration of the Contract and any rights arising on termination or expiration shall survive
41. **GOVERNING LAW**
- 41 1 The laws of the jurisdiction specified in the Details Schedule apply to the Contract
42. **DEFINITIONS**
- 42 1 In the Contract, unless the contrary intention appears, words, abbreviations and acronyms have the meaning given to them in the Details Schedule or this clause 42
- 'Australian Privacy Principles'** has the same meaning as in the *Privacy Act 1988* (Cth)
- 'Consolidated List'** means the list of all persons and entities who are subject to targeted financial sanctions or travel bans under Australian sanctions laws which is maintained by DFAT accessible at <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>
- 'Contract'** has the meaning given in clause 3
- 'Contractor'** means the entity specified in the Details Schedule
- 'Criminal Code Act List'** means the list of organisations that are specified as a 'terrorist organisation' by regulations made under the *Criminal Code Act 1995* (Cth) (this list is currently available at <https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>)
- 'DFAT'** means the Department of Foreign Affairs and Trade
- 'DFAT Confidential Information'** means any information provided by DFAT to the Contractor or which comes into the possession of the Contractor in connection with the Services which DFAT has identified as confidential or the Contractor ought reasonably to know is confidential
- 'DFAT Items'** means any information (including DFAT Confidential Information), property or facilities made available by DFAT to the Contractor for the purpose of the Services
- 'Expiry Date'** means the date specified in Item 2 of the Details Schedule as the expiration date of this Contract
- 'Fraud'** means dishonestly obtaining a benefit or causing a loss by deception or other means and includes alleged, attempted, suspected or detected fraud
- 'Intellectual Property Rights' or 'IP'** means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world
- 'Personnel'** means the employees, officers, subcontractors or agents of a party to this Contract
- 'Personal Information'** has the same meaning as in the *Privacy Act 1988* (Cth)
- 'Privacy Commissioner'** has the same meaning as in the *Australian Information Commissioner Act 2010* (Cth)
- 'Prohibited Dealings'** means
- (a) being directly or indirectly engaged in, preparing for, planning for, assisting in or fostering the doing of a terrorist act,
 - (b) being listed on the Criminal Code Act List,

- (c) being listed on the Consolidated List,
- (d) being listed on the World Bank List, or subject of an investigation or temporary suspension which may lead to becoming so listed,
- (e) acting on behalf of, or at the direction of, individuals, persons, entities or organisations
 - (i) directly or indirectly engaged in, preparing for, planning for, assisting in or fostering the doing of a terrorist act, or
 - (ii) listed on any of the lists mentioned in (b) to (d) inclusive, and/or
- (f) being owned or controlled by individuals, persons, entities or organisations
 - (i) directly or indirectly engaged in, preparing for, planning for, assisting in or fostering the doing of a terrorist act,
 - (ii) listed on any of the lists mentioned in (b) to (d) inclusive

'Reimbursable Expenses' means any consumables used in the delivery of the Services or travel expenses that have been pre-approved in writing by DFAT

'Services' means the services as detailed in the Details Schedule

'WHS Legislation' means

- (a) the *Work Health and Safety Act 2011* (Cth) and the *Work Health and Safety Regulations 2011* (Cth), and
- (b) any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth)

'World Bank List' means the list of organisations maintained by the World Bank in its "Listing of Ineligible Firms" or "Listings of Firms, Letters of Reprimand" posted at <http://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

Australia-US Indo-Pacific Strategic Dialogue

ATTACHMENT 1: Pricing Schedule

The total contract price will be capped at USD120,000. This includes USD80,000 toward CSIS service fees and up to a total of USD40,000 for participant travel, to be paid at a rate of USD4,000 per confirmed nongovernmental participant traveling from outside the US

CSIS will invoice the Embassy according to the following milestones, and the embassy will pay within 30 days:

Signing of Contract	USD40,000 (50% of service fees)
15 Nov 2023	USD4,000 per confirmed nongovernmental participant traveling from outside the US, up to USD40,000
1 Dec 2023	USD40,000 (50% of service fees) plus any additional travel fees for nongovernmental participants traveling from outside the US, up to USD40,000

Any costs beyond the total contract price of USD120,000 must be mutually agreed in writing by both parties before they are incurred

SIGNED AS AN CONTRACT

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA
represented by the Department of Foreign
Affairs and Trade (ABN 47 065 634 525)
[acting through the Embassy of Australia in Washington, DC]
by its authorised representative

s 22(1)(a)(ii)

(signature of authorised
representative)

Donner Miller
min counsellor,
Australian Embassy

(print name and position)

8/25/23

(date)

In the presence of
s 22(1)(a)(ii)

s 22(1)(a)(ii)

(print name of witness)

Aug 25, 2023

(date)

Note to Respondents. the Contractor's signature block below will be updated to align with the method by which the successful Respondent executes contracts.

SIGNED for and on behalf of the
CONTRACTOR by its authorised
representative

s 47F(1)

(signature of authorised
representative)

s 47F(1)

(print name)

8/24/23

(date)

In the presence of
s 47F(1)

s 47F(1)

(s)

(print name of witness)

8/24/23

(date)