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AEC Australian Electoral Commission

Work Order 2 – Personnel Augmentation

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1. Work Order

1.1.1 The ***Seller*** has offered under clause 1.9 of the ***Head Agreement*** to provide the ***Services*** on the terms and conditions set out in Part B of the ***Head Agreement*** and in this ***Contract*** which was created when ***Work Order 1*** was signed by both parties.

1.1.2 This ***Contract*** comprises:

(a) Part B of the ***Head Agreement*** as implemented into the ***Contract*** created by ***Work Order 1***; and

(b) this ***Work Order*** and its attachments.

2. Contract Details

1	***Work Order number***	2
1A	***Work Order Value***	s 47, s 47G
2	***Parties*** **to this** ***Contract***	***Buyer*** and ***Seller***
3	***Services*** **required**	*See* **Attachment 1 – Statement of Work**.
4	***Contract Start Date*** (Clause 6.3.3)	19 January 2026. Execution Date is when both Parties execute Work Order 2. **[Note: 40 Business Day period for artefacts starts on Contract Start Date but Seller can commence work from the Execution Date]**
5	***Contract End Date*** (Clause 6.3.3)	30 June 2028
6	***Contract Period*** (Clause 6.3.3)	From the Execution Date to the Contract End Date, unless terminated earlier.
7	***Contract Option Period*** (Clause 6.3.5)	One (1) by 12-month period.

8	***Transition In*** (Clause 7.1)	Clause 7.1 is not applicable to this ***Contract***. In order to ensure the efficient and effective transition in of ***Augmentation Personnel*** under this ***Contract***, the ***Seller*** must: A. implement and comply with the ***Resource Management Plan*** which is Approved under ***Work Order 1*** (relating to the DMO) B. provide an efficient and effective handover and briefing of new ***Augmentation Personnel*** (at the ***Buyer's*** cost); and C. ensure that ***Augmentation Personnel*** complete all onboarding activities promptly and, where possible, in advance of commencing ***Services***. In addition to the onboarding requirements in clause 19.2.1 of the Head Agreement, onboarding requirements for the purposes of paragraph C above include ***Augmentation Personnel*** reviewing, completing, complying with and/or executing (as relevant) each of the following: i. AEC IT User Declaration; ii. Application for AEC Building Access iii. Security Clearance Request Form iv. AEC Political Neutrality Policy v. AEC Conflict of Interest Policy vi. Acknowledgment and Declaration of Key Obligations for Labour Hire Employees vii. APS Code of Conduct Declaration via Labour Hire Engagement viii. AEC IT Acceptable Use Policy ix. Photo Requirements for ID Security Passes. ***Buyer*** may at any time change the list the of onboarding requirements. ***Augmentation Personnel*** must also complete all AEC Learning Mandatory Training Modules as requested by the ***Buyer*** from time to time.
9	**Plans** (Clause 8.14)	The ***Resource Management Plan***, once ***Approved*** by the ***Buyer*** under ***Work Order 1***, constitutes an ***Approved Plan*** for the purposes of clause 8.14.2 of this ***Contract***. An ***Acceptance Test Plan*** is not required for this ***Contract***. The ***Risk Management Plan Approved*** by the ***Buyer*** under ***Work Order 1*** shall constitute the ***Risk Management Plan Approved*** for the purposes of this ***Contract*** provided however that it will only apply to the extent relevant having regard to the ***Services***. **[Note: Other Plans to be listed. If any specific Plan is not required note that the relevant plan is not applicable.]**

10	**Warranty Period** (clause 8.19)	Not applicable.
11	**Knowledge Transfer** (Clause 10.2)	Default position in clause 10.2.1 applies.
12	**Performance Framework – Service Levels and Critical Deliverables** (Clause 11)	See **Schedule C - Statement of Requirement – Attachment 2 – Performance Assessment and Management Framework**.
13	***Buyer's Material*** (Clause 13.1.1)	The ***Buyer*** will provide ***Seller's Personnel*** with security passes, copy of or access to relevant ***Buyer*** policies, a laptop computer, peripherals, relevant ***Buyer*** software and access to the ***Buyer*** IT environment. For the avoidance of doubt, use of and access to ***Buyer's Material***, equipment and the ***Buyer*** IT environment by ***Seller's Personnel*** is subject in all cases to the ***Seller's Personnel*** complying and continuing to comply with all obligations relating to background checks and security clearances. The ***Seller*** must ensure that any ***Buyer's Material*** provided to the ***Seller's Personnel*** is returned to the ***Buyer*** at the end of the ***Work Order*** term and in the same condition (fair wear and tear excepted) in which it was issued.
14	***Buyer's Personnel*** (Clause 13.2.1)	***Buyer*** will invite ***Seller's Personnel*** to relevant meetings, workshops and provide access to ***Seller's Personnel***.
15	***Buyer Facilities*** (Clauses 13.3.1 and 13.4.1)	The ***Buyer*** will give the ***Seller*** access to the ***Buyer's Premises*** at 10-12 Mort Street, Canberra ACT and any other ***Buyer's Premises*** as approved by the ***Buyer***.
16	***Acceptance Test Plan*** (Clause 14.2)	Not applicable.
17	***Approval*** (Clause 15)	Documentary ***Deliverables*** provided by ***Augmentation Personnel*** are not subject to ***Approval***.
18	**Charges** (Clause 16.1.1)	*See* **Attachment 2 – Charges**. The ***Charges*** for all ***Services***, including ***Augmentation Personnel*** added under Item 41, are ***T&M*** and will be based on the rate card in **Attachment 2 – Charges**.
18A	**Warranty Period Fund** (Clause 8.19.5)	Not applicable.

19	**Invoice Address** (Clause 16.3.1)	See **Attachment 2 – Charges**.
20	**Electronic funds transfer details** (Clause 16.4.3)	See **Attachment 2 – Charges**.
21	***Contract Representatives*** (Clause 17.1.1)	***Buyer's Representative*** As per Item 4 of Schedule A of the ***Head Agreement***. ***Seller's Representative*** As per Item 5 of Schedule A of the ***Head Agreement***.
22	***Seller's Personnel*** (Clause 19.2.3)	See **Attachment 7 – Seller's Personnel (Augmentation Personnel)**. Notwithstanding the End Date and Applicable Days for an ***Augmentation Personnel*** in **Attachment 7 – Seller's Personnel (Augmentation Personnel)** and noting that the Parties will have early visibility of the need for the ***Personnel*** through the various governance forums related to the ***FAD Project***: (A) the ***Buyer*** may ***Notify*** the ***Seller*** of a revised ***End Date*** with a notice period of ten (10) ***Business Days*** (or as otherwise agreed) due to required completion of the relevant tasks / work for that that ***Augmentation Personnel***; (B) following ***Notice*** pursuant to paragraph (A), the ***End Date*** and Applicable Days in **Attachment 7 – Seller's Personnel (Augmentation Personnel)** the ***Buyer*** will arrange for the winding up of that person's involvement on the task allocated to them and from the date agreed with the ***AEC*** and the ***Seller*** will stop charging for the ***Services*** of that person.
23	***Seller's Personnel Unavailability Period*** (Clause 19.2.4(b))	Three (3) ***Business Days.*** For all ***Augmentation Personnel***, the ***Seller*** acknowledges and agrees that it must take all reasonable steps to ensure that personal leave of ***Augmentation Personnel*** does not affect the delivery of the ***Services.*** In particular, the ***Seller*** will, to the extent practicable, coordinate with the ***Buyer*** the leave of all ***Augmentation Personnel*** with the aim of avoiding leave for ***Augmentation Personnel*** during anticipated peak activity periods and otherwise minimising any impact on the ***FAD Program***. For periods of extended planned unavailability or unavailability during anticipated peak activity periods, the ***Seller*** must if required by the ***Buyer*** use best endeavours to provide replacement ***Augmentation Personnel*** (either as a permanent or temporary replacement) and propose a new resource within a period of ten (10) ***Business Days*** or as otherwise agreed and clauses 19.2.6 to 19.2.7 of the ***Head Agreement*** apply.

24	***Key Service Partner*** (Clause 19.3)	**Name**	**ABN**
		None	
25	**Approved Subcontractors** (Clauses 19.3.5, 19.4.1, and 19.5.1)	None	
26	***Seller's Personnel* or Classes of Personnel required to undertake clearances and vetting processes** (Clause 19.14.1)	All ***Augmentation Personnel***, unless expressly provided otherwise in **Attachment 7 – Seller's Personnel (Augmentation Personnel)**.	

s 47E(d)

28	**Shipping and warehousing** (Clause 20.14.2)	Not applicable.
29	***Risk Management Plan*** (Clause 20.15.2)	Refer to Item 9 (Plans) of this ***Work Order***.
30	***Buyer's Confidential Information*** (Clause 21.4 and definition)	***Augmentation Personnel*** will, as part of the ***Services***, be provided or obtain access to ***Buyer Confidential Information*** of or related to the ***Buyer*** and ***Buyer's Personnel***. Such ***Buyer's Confidential Information*** includes all information generated by, relating to or received from the ***Buyer***, ***Buyer's Personnel*** or ***Other Seller's***, including but not limited to information relating to ***Buyer's*** customers, commercial dealings, technology systems, finances, infrastructure, compliance programs and/or security systems and/or procedures as well as ***Buyer's Data***

31	***Seller's Confidential Information*** (Clause 21.4 and definition)	Personal Information of each ***Seller's Personnel*** and the Rate Card but not total Contract value.
32	**Requirements for holding *Buyer's* Material** (Clause 21.5.1)	All ***Services*** must be performed on the ***Buyer's*** systems using ***Buyer*** supplied laptops. ***Buyer Material*** must be protected from disclosure to a ***Third Party***, and laptops must be kept secure and within the relevant ***Augmentation Personnel's*** control. ***Augmentation Personnel*** must comply with: (a) all relevant onboarding requirements which apply to use of or access to ***Buyer Materials,*** systems and laptops. Refer to Item 8, above; and (b) such other requirements as directed by the ***Buyer*** from time to time.
33	**Deletion of *Buyer's Material*** (Clauses 21.5.1 and 21.5.11)	***Augmentation Personnel*** will access ***Buyer's Material*** at ***Buyer Facilities*** and/or through ***Buyer Equipment***. ***Buyer's Material*** must not be removed from ***Buyer Facilities*** or ***Buyer Equipment*** (as relevant) and may not be retained by the ***Seller***.
34	***IPR Register*** (Clause 23.4)	The ***Intellectual Property Rights*** in all documentation produced by ***Augmented Personnel*** in performing the ***Services*** on the ***Buyer's system*** belongs to the ***Buyer*** from the moment of the creation of that material.
35	***Liability Cap* adjustment** (Clause 26.2.1)	As set out in **Schedule A – Head Agreement Details** to the ***Head Agreement***.
36	***Disengagement Plan*** (Clause 29.1.1)	No ***Disengagement Plan*** is required.
37	**Timeframe for provision of draft *Disengagement Plan*** (Clause 29.1.2)	Not applicable.
38	**Timeframe for compliance with *Approved Disengagement Plan*** (Clause 29.1.5)	Not applicable.

39	**Timeframe for commencement of *Approved Disengagement Plan* – in the case of expiration** (Clause 29.1.5(a))	Not applicable.
40	**Timeframe for commencement of *Approved Disengagement Plan* – in the case of termination** (Clause 29.1.5(b))	Not applicable.

41 **Specific Terms**

1) Addition of Augmentation Personnel

a) At any time the ***Buyer*** may issue the ***Seller*** a completed draft **Schedule J1 -Change Order Form (Personnel Augmentation)** (the ***Augmentation CO Form***) requesting additional ***Augmentation Personnel***.

b) When the ***Buyer*** issues a completed draft ***Augmentation CO Form*** to the ***Seller***, the ***Seller*** must within five (5) ***Business Days,*** or such other period agreed by the parties, after receipt:

i) Provide the CV for up to three (3) ***Seller's Personnel*** who meet the relevant descriptions in the ***Augmentation CO Form***, including confirmation of their availability; or

ii) Advise ***Buyer*** that it doesn't have ***Seller's Personnel*** that meet the requirements in the ***Augmentation CO Form***, but providing CV's and other relevant information (including confirming the applicable rate from the rate card in **Attachment 2 – Charges**) for other ***Seller's Personnel*** who may be appropriate alternatives based on the ***Buyer's*** requirements.

c) The ***Buyer*** will endeavour to respond to the ***Seller*** (whether to accept or reject one (1) or more ***Seller's Personnel***, or to ask for further information) promptly and within five (5) ***Business Days***. ***Buyer*** acknowledges that delay beyond this timeframe may mean that proposed ***Seller's Personnel*** will cease to be available. The ***Seller*** will notify the ***Buyer*** if a proposed ***Seller's Personnel*** is proposed to become unavailable. If the ***Buyer*** accepts one or more proposed ***Seller's Personnel***, the ***Buyer*** may issue an amended ***Augmentation CO Form*** updated to include the accepted ***Seller's Personnel*** to the ***Seller***. The ***Seller*** must within five (5) ***Business Days*** or such other period agreed by the ***Parties*** after receipt of the amended ***Augmentation CO Form*** either:

i) sign a copy of the ***Augmentation CO Form*** and return it to the ***Buyer*** to confirm agreement; or

ii) where relevant, ***Notify*** the ***Buyer*** that:

(1) the ***Augmentation CO Form*** does not reflect the relevant particulars for the ***Seller's Personnel***;

(2) the ***Augmentation CO Form*** does not comply with this ***Contract***; or

(3) the ***Buyer*** has included additional requirements not contemplated by this ***Contract***,

and provide suggested amendments required to rectify the ***Augmentation CO Form***.

d) If the ***Seller*** proposes amendments in accordance with clause 1)c)ii), the ***Buyer*** may either:

i) issue an amended draft ***Augmentation CO Form*** to the ***Seller*** in accordance with clause 1)c); or

ii) notify the ***Seller*** that it has decided not to proceed with the ***Augmentation CO Form*** (and the ***Buyer*** may choose to obtain the goods and/or services from a third party).

e) As provided in clause 1.8.10 of the ***Head Agreement***, the arrangements under this ***Work Order*** are non-exclusive, and Buyer may procure staff augmentation and similar services from any other party in the Buyer's absolute discretion.

f) Without limiting the above, the ***Buyer*** may at any time withdraw an ***Augmentation CO Form*** and/or change its requirements in an ***Augmentation CO Form*** that has not been signed by both ***Parties***.

2) **Appropriateness of *Augmentation Personnel***

a) The ***Seller*** represents and warrants that:

i) All information that it provides to the ***Buyer*** in relation to ***Seller's Personnel*** that it proposes be ***Augmentation Personnel***, including without limitation information in CVs, is true and accurate at the time of provision;

ii) where the ***Buyer*** has identified any required skills or experience for ***Augmentation Personnel***, the ***Seller's Personnel*** proposed by the ***Seller*** have those skills or experience unless the ***Seller*** has clearly and expressly stated otherwise at the time of proposing the relevant ***Seller's Personnel***; and

iii) all ***Seller's Personnel*** that it proposes be ***Augmentation Personnel*** are not, to the best of the ***Seller's*** knowledge, subject to ongoing investigation or disciplinary proceedings (whether internally, by a regulator or otherwise) and the ***Seller*** is not otherwise aware of any reason that the ***Seller's Personnel*** are inappropriate for the role proposed for them.

42	**Modern Slavery** (Section 17.1.1 of **Schedule O – Applicable Requirements**)	Section 17 applies.

Attachment 1 – Statement of Work

1.1 Background

1.1.1 The ***Buyer's FAD Program*** will be delivered across two connected streams:

(a) ***Funding and Disclosure Regulatory Uplift*** will implement effective, fit-for purpose and user-centred policy frameworks to support the ***Buyer's*** administration of the ***Scheme***. It will deliver a comprehensive and enduring communications and education program to increase ***Scheme*** participants' accountability and understanding of the new legislation.

(b) ***Funding and Disclosure ICT Modernisation*** will implement modernised, secure, reliable and agile enabling systems to support the ***Buyer's*** transition to a large-scale regulator in keeping with principles of regulatory best practice. It will provide a flexible solution to enable the ***Buyer*** to respond to inevitable future changes in the ***Scheme*** and whole-of-government strategic policy.

1.1.2 The ***Funding and Disclosure Regulatory Uplift*** stream is being delivered by the ***Buyer***.

1.1.3 Within the ***Funding and Disclosure ICT Modernisation*** stream there will be six ***MDT***'s, including the ***Disclosure MDT*** led by the ***Buyer***.

1.2 Background – Disclosure MDT

1.2.1 The ***Buyer*** leads the ***Disclosure MDT***.

1.2.2 The ***Disclosure MDT*** will be responsible for:

(a) The end-to-end delivery of the ***Portal*** and Backoffice functionality required to support the Disclosure Management business capability:

(i) s 47E(d) [redacted]

(ii) s 47E(d) [redacted]

(iii) The delivery of the s 47E(d) [redacted] to support Disclosure Management business processes;

(iv) s 47E(d) [redacted] between front and backend components;

(v) Quality assurance of the delivered product;

(vi) s 47E(d) [redacted]

(vii) Supporting s 47E(d) esting; and

(viii) Supporting the s 47E(d) [redacted]

(b) Business Transition and Change Management:

(i) Creation of to-be process models to support the business when working with the new products/services;

(ii) s 47E(d) [redacted] for inclusion in the ***Policies and Procedures Manual*** to support the delivered solution; and

(iii) Creation of training materials and change artefacts to support the business in moving to the new solution.

(c) Passing s 47E(d) [redacted] and resolving any issues.

1.3 Augmentation Personnel

1.3.1 To support ***Buyer*** led delivery scope - such as activities forming part of the ***Funding and Disclosure Regulatory Uplift*** stream and the ***Disclosure MDT*** - the ***Buyer*** requires ***Seller's Personnel*** to augment ***Buyer*** teams.

1.3.2 The ***Services*** under this ***Work Order*** are the provision of the ***Specified Personnel*** to the ***Buyer*** for the period set out in this ***Work Order*** (such ***Specified Personnel*** being '***Augmentation Personnel***').

1.3.3 The ***Augmentation Personnel*** will work under the direction, supervision and control of the ***Buyer***. ***Buyer*** will provide information on relevant policies to ***Seller's Personnel*** and ***Seller's Personnel*** will comply with such policies and any other legislative, regulatory and compliance requirements relevant for the ***Services***. Where the ***Buyer*** provides directions, guidance or interpretations on how to comply with those requirements, ***Seller's Personnel*** will comply with those directions, guidance and interpretations. ***Buyer*** will provide guidance on Electoral Laws and Funding and Disclosure legislation. All other laws, policies and procedures can be provided to ***Seller's Personnel*** and they are expected to follow them. ***Seller's Personnel*** can seek clarification from ***Buyer*** on interpretation as required. There are standard WoAG policies and legislations that ***Seller*** is expected to be familiar with and train its ***Seller's Personnel*** in relation to. As the ***Buyer*** retains responsibility for the direction and supervision of the tasks and activities of such ***Seller*** resources, the ***Seller*** will not be responsible for the acts or omissions of such ***Seller*** resources to the extent that those acts or omissions arise out of the direction or supervision of the ***Buyer*** . Nonetheless the ***Seller*** should inform the ***Seller's Personnel*** of their obligations under the Contract including those relating to confidentiality and security in relation to ***Buyer Material*** and ***Seller*** remains responsible for any unlawful acts or omissions of ***Seller's Personnel***. The ***Buyer*** will not have control over matters relating to the employment relationship between the ***Seller*** and such ***Seller*** resources, including, but not limited to, employee performance review, discipline, promotion and benefits.

1.3.4 From time to time the ***Buyer*** may require additional ***Augmentation Personnel*** which may be requested as set out in Item 41 above.

1.4 Buyer Dependencies

1.4.1 The ***Buyer*** will provide the ***Seller*** with the following:

(a) Provided the ***Seller's Personnel*** undergo onboarding and related ***Buyer*** training and comply with ***Buyer*** security and other policies notified to them by the ***Buyer*** or ***Seller, Buyer*** will provide the ***Seller's Personnel*** with access to its IT ***Environments***, facilities and systems as required to provide the ***Services***.

Attachment 2 – Charges

For **Work Order 2**, the ***Charges*** will be in accordance with the ***Charges*** agreed in **Schedule F – Charges – Annexure B – Pricing Tables – Labour Rate Card.** These are attached to this Work Order.

Invoicing

Invoicing as per section 9.3 of **Schedule F – Charges**.

Pricing Factors

(a) The estimated ***Charges*** under this ***Work Order*** are based on the proposed scope, schedule, assumptions, the ability of the **Buyer** to deliver ***Buyer's Material***, ***Buyer Supplied Items*** or ***Buyer Dependencies*** and the composition of the team, and any changes to the foregoing may require a variation in pricing by means of a Contract Order.

(b) Seller must report on usage of Charges (burn rate) per Seller Personnel, on a monthly basis and in particular notify the Buyer when they have exhausted 60%, 70% and 80% of the Charges allocated to each Augmentation Personnel. Where the estimated ***Charges*** are reached or due to be exceeded prior to the completion of the ***Services*** by the ***Seller***, the ***Buyer*** may either:

i. increase the estimated ***Charges*** by ***Change Order***, in which case the ***Seller*** will continue performing the ***Services***; or

ii. not increase the estimated ***Charges*** by ***Change Order***, in which case the ***Seller*** will cease performing the ***Services*** when the estimated ***Charges*** is reached and will not be required to continue performing the ***Services*** until such time as the parties vary this ***Work Order*** by **Change Order** accordingly.

(c) Unless the ***Buyer*** requests that a ***Seller's Personnel*** travels for a particular event, no travel for ***Seller's Personnel*** is expected for **Work Order 2**. Consequently, ***Seller's Personnel*** will deliver the ***Services*** remotely from their home location, ~~or~~ other ***Seller*** locations or ***Buyer's Premises*** located in the same city in the State or Territory as the ***Seller Personnel*** with the latter preferred by the ***Buyer*** for Canberra and Brisbane. Costs for internal city travel to a work location (e.g. travel from a person's home to a ***Seller*** or ***Buyer*** office in that city) are not ***Approved Pass-Through Expenses.*** Any ***Buyer*** requested travel to other locations will require prior ***Buyer*** approval and will be charged to the ***Buyer*** as an ***Approved Pass-Through Expense***.

Maximum hours and overtime

As provided in section 3.2.3 of **Schedule F – Charges**. In particular:

- ***Augmentation Personnel*** may not work in excess of 40 hours per week without their ***Buyer*** manager's written approval; and
- Unless the ***Buyer*** has approved in writing the person working more than 40 hours in a week in accordance with **Schedule F – Charges**, no additional fee or surcharge is payable for overtime, weekend or public holiday work, or working outside of standard business hours.

Attachment 3 – Not Used

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Attachment 4 – Not Used

Attachment 5 – Service Levels and Critical Deliverables

1.1 Application of Schedule C – Attachment 2 – Performance Assessment and Management Framework

1.1.1 **Schedule C – Attachment 2 – Performance Assessment and Management Framework** to the ***Head Agreement*** applies to this ***Contract*** in relation to s 47E(d)

s 47E(d)

Attachment 6 – Not Used

Attachment 7 – Seller's Personnel (Augmentation Personnel)

s 47


S 47

s 47E(d)

s 47E(d)

Attachment 8 – Not Used

AEC Australian Electoral Commission

Executed as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** represented by the **Australian Electoral Commission** ABN 21 133 285 851 by its duly authorised representative/delegate in the presence of:)

s 47F(1)(a)

Signature of Witness

s 47F(1)(a)

Signature of Delegate/Authorised Representative

s 22

Print name of Witness

RACHEL HOUGHTON

Print name of Delegate/Authorised Representative

CHIEF OPERATING OFFICER

Position of Delegate/Authorised Representative

AEC Australian Electoral Commission

Executed by **Accenture Australia Pty Ltd** ABN 49 096 776 895 in accordance with section 126 of the *Corporations Act 2001* (Cth) by its authorised representative and by signing this document the signatory declares that they are authorised to sign this document)

s 47F(1)(a)

Signature of Authorised Representative

Signature of Witness

s 47F

Print name of Authorised Representative

s 47F

Name of Witness