

Declaration for Supplier Panel - Application

Private Irrigation Infrastructure Operators Program (PIIOP) Sub-System Retirement

This document outlines the requirements that an applicant must meet in order to be placed on the Supplier Panel for work or services required to undertake the Sub-System Retirement On-Farm Activities which have been approved by the Dept. SEWPaC.

Please note that the information to be provided in the attached Supplier's Checklist is required by the Dept. SEWPaC, as part of the Murray Irrigation Funding Agreement, and as such is not negotiable. These requirements must be met at all times in order to maintain approval on the Supplier Panel.

Please note that being an approved provider is no guarantee of work.

It will allow Proponents (participating Landholders) to contact three approved Suppliers for quotes, knowing that the Suppliers have satisfied the mandatory requirements stipulated by the Dept. SEWPaC.

The Landholder will select the supplier using a competitive process, including the Supplier Panel.

Appointment to undertake work will need to be negotiated with each individual Landholder, and is a relationship between the Landholder and the Supplier.

Any questions should be directed to:

John Nolan
On-Farm Works Project Officer
PO Box 528
DENILIKUIN NSW 2710
T. 03 5887 0520
F. 03 5898 3301
M. 0417 638 563
E. john.nolan@murrayirrigation.com.au

Supplier's Checklist for Appointment to Supplier Panel

Requirement	Document Details (please attach evidence)	Provided		
		YES	NO	N/A
Qualification & Certification Evidence that you are appropriately qualified, certified and/or licensed to perform the work. <i>ie. Certified Irrigation Designer, Electrical Licence.</i>	Note licence number/certificate number if appropriate. Qualification and Licence remain current and haven't been cancelled.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
List of services and/or materials Detailed description of services you are offering under the panel and/or materials available.	Select categories you wish to quote on as per Attachment B.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pricing Detailed pricing exclusive of GST	This should be noted on Attachment B where relevant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Referees Names and contact details of people you have provided similar services or products in the past.	Complete Attachment C.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public Liability Insurance Cover for Public Liability Insurance to the value of at least \$20 million per claim is required.	Copy of Certificate of Currency.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's compensation insurance Cover for Worker's Compensation Insurance is required.	Copy of Certificate of Currency.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Indemnity Insurance If you are providing work of a professional nature, cover for Professional Indemnity Insurance is required. <i>ie. Engineering or Design Work.</i>	Copy of Certificate of Currency.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workplace, Health and Safety Obligations A copy of your Workplace Health and Safety System documentation is required.	Copy of Documentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Warranties on Materials and/or Services A copy or explanation regarding warranties offered on materials and/or services to be provided.	A copy of adequate documentation and/or examples of warranties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Declaration You need to read through the Declaration carefully before signing and returning.	Declaration is signed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Contractor’s Declaration

The following declaration needs to be read carefully and thoroughly before being signed off. This declaration forms part of the quote for inclusion on the Supplier Panel, and must be returned along with the other requirements.

Supplier Name: This would be the Supplier’s Legal Name	
ACN (if a Company):	
ABN:	
Contact Person/Supplier’s Representative:	

1. **The Supplier’s Representative represents, warrants and agrees that:**
 - a) He/She has read Attachments A
 - b) He/She will ensure that the Contractor complies with the terms and conditions contained in Attachments A
 - c) He/She will notify Murray Irrigation Limited in writing if he/she becomes aware of any breach, or notice of suspected breaches, of the provisions in Attachments A

2. **The Supplier’s Representative confirms that to the best of the Supplier’s Representative’s knowledge, and after making all reasonable enquiries:**
 - a) all information provided in this Declaration is true and correct
 - b) The Supplier is not listed as in breach of the Workplace Gender Equality Act 2012. The Supplier currently complies with the Building Code 2013 and the Supporting Guidelines for Commonwealth Funding Entities Signing this declaration does not breach a sanction imposed by the Minister for Employment and Workplace Relations; and the Supplier has not had a judicial decision against it relating to employee entitlements (including decisions under appeal), or if it has had a judicial decision against it relating to employee entitlements, has paid the relevant claim.

3. **The Supplier’s Representative agrees that he/she will, and will procure that the officers, employees, agents and contractors of the Supplier:**
 - a) comply with the provisions of all relevant statutes, regulations, by-laws and the requirements of any Commonwealth, State, Territory or local authority (see clause 25.1 of the Proponent Agreement)
 - b) comply with the Supporting Guidelines for the Private Irrigation Infrastructure Operators Program in New South Wales (February 2011), as amended from time to time

Name:	
Position:	
Signature:	
Date:	

Office Use Only			
Checked by Murray Irrigation Project Manager		Approved by Murray Irrigation Assessment Panel	
Sign:	Date:	Sign:	Date:

Attachment A – Special Conditions Sub-Contracting

Definitions

In these Special Conditions, unless the contrary intention appears:

‘ABN’ has the same meaning as it has in section 41 of the *A New Tax System (Australian Business Number) Act 1999* (Cth);

‘Activity’ means the activity described in the Schedule, which aims to fulfil one or more of the goals of the Program, and includes:

- (a) the Projects (including each Proponent’s Project or Sub-project);
- (b) the provision of Activity Material;
- (c) any works that are required to be undertaken by a Proponent as part of a Project as described in any Workplan;
- (d) any parts of the Activity that are required to be undertaken by a Proponent or a Subcontractor;

‘Activity Material’ means all Material:

- (a) brought into existence for the purpose of performing the Activity (whether by the Proponent or a Subcontractor);
- (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
- (c) copied or derived from Material referred to in paragraphs (a) or (b) by or on behalf of the Proponent or subcontractor;

‘Asset’ means any item of tangible property, purchased, leased, created or otherwise brought into existence wholly, or in part, with the use of the Funds, which has at that time a value of over \$5,000 inclusive of GST, but does not include Activity Material

‘Auditor-General’ means the office established under the *Auditor-General Act 1997* (Cth) and includes any other entity that may, from time to time, perform the functions of that office;

‘Australian Government Material’ means any Material provided by the Commonwealth to the Proponent or Subcontractor which is copied or derived from Material so provided, except for Activity Material;

‘Business Day’ means in relation to taking any action in a place, any day other than a Saturday, Sunday or public holiday in that place;

‘Commonwealth’ means the Commonwealth of Australia;

‘Competitive Process’ means a tender or quote process that involves sourcing of goods or services that are either:

- (a) sourced from a Panel Arrangement maintained by the Organisation;
- (b) sourced by the Proponent at a cost that is below the lowest rates of the suppliers on the Panel Arrangement by the Organisation; or
- (c) sourced by the Proponent using a process consistent with the following procurement principles:
 - i. obtain a value for money outcome;
 - ii. encourage competition (encompassing non-discrimination and competitive procurement processes);
 - iii. ensure an efficient, effective and ethical use of resources; and
 - iv. ensure accountability and transparency of process;

‘Confidential Information’ means:

- (a) the information described in the Schedule; and
- (b) information that is agreed between the Parties after the Date of this Agreement as constituting Confidential Information for the purposes of this Agreement;

‘Conflict’ means any matter, circumstance, interest or activity involving or affecting the Organisation, its Personnel, a Proponent or a Subcontractor which may or may appear to impair the ability of the Organisation to perform the Activity, or its Proponent to perform its Project, diligently and independently;

‘Constitution’ means (depending on the context):

- (c) a company’s constitution, which (where relevant) includes any rules and amendments that are part of the company’s constitution; or
- (d) in relation to any other kind of body:
 - i. (i) the body’s charter, rules or memorandum; or
 - ii. (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members;

‘Decommissioning’ means all activities, tasks and work necessary to ensure that:

- (a) channels, tailwater infrastructure, storage infrastructure, tail drains, pumps, valves and water reticulation systems, located in the Strategic Sub System Retirement Zone which at the Date of this Agreement were used for irrigation purposes are shut-down or otherwise made non-operational so that they can no longer be used for irrigation purposes; and
- (b) water is available for stock and domestic purposes on land located in the Strategic Sub System Retirement Zone,

and includes the following:

- (c) in the case of on-farm channel and tailwater infrastructure, that the site and surrounding area is levelled to the adjacent surface contours to a safe and practicable level;
- (d) in the case of irrigation storage infrastructure:
 - i. the banks of the irrigation storage are no steeper than 4:1 (horizontal: vertical) so that the storage infrastructure is not capable of holding water for irrigation purposes, unless a slope of 4:1 (horizontal: vertical) results in a slope that is unsafe for farm vehicles and farm machinery;
 - ii. all Structures connected to the storage infrastructure are removed; and
 - iii. the remaining irrigation storage facility is only capable of being used to hold water for general farm purposes;
- (e) in the case of tail drains and roads in fields, the drains are filled in so that farm vehicles can safely drive over that part of the site above and surrounding where the drain was previously situated;
- (f) in the case of on-farm erosion stabilisation works, including re-vegetation, pasture and fencing, the work is completed to the satisfaction of the Proponent; and
- (g) in the case of stock and domestic infrastructure, the installation of tanks, troughs, pumps, valves and water supply reticulation for stock and domestic water supply in accordance with the Proponent’s Workplan;

‘Department’ means the Commonwealth Department of Sustainability, Environment, Water, Population and Communities (or any other Commonwealth department or agency that is, from time to time, responsible for the administration of this Agreement) and the delegates, officers, employees and agents of that Department;

'Director' means:

- (a) a person who is a director, as defined in section 9 of the Corporations Act 2001 (Cth), of a body corporate regardless of the name given to their position;
- (b) a member of the committee of an Organisation incorporated pursuant to State or Territory laws relating to the incorporation of associations; and
- (c) a member of the board, committee or group of persons (however described) that is responsible for managing or overseeing the affairs of a body corporate;

'Eligible Activity' means an activity set out in Clause 8 of Attachment A;

'Existing Material' means all Material in existence prior to the Date of the Agreement:

- (a) incorporated in;
- (b) supplied with, or as part of; or
- (c) required to be supplied with, or as part of;

the Activity Material;

'GST' has the meaning given in section 195-1 of the GST Act;

'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

'Guidelines' refers to the guidelines for the Program, which are available from: <http://www.environment.gov.au/water/programs/srwui/pubs/piiop-round-2-guidelines.pdf> ;

'Ineligible Activity' means an activity set out in Clause 8 of Attachment A;

'Input Tax Credit' has the meaning given in section 195-1 of the GST Act;

'Intellectual Property Rights' includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields but does not include Moral Rights, the rights of performers or rights in relation to Confidential Information;

'Material' means the subject matter of any category of Intellectual Property Rights and includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;

'Moral Rights' includes the following rights of an author of copyright Material:

- (a) the right of attribution of authorship;
- (b) the right of integrity of authorship;
- (c) the right not to have authorship falsely attributed;

'Notifiable Incident' has the meaning given in the WHS Act;

'Organisation' means Murray Irrigation Limited, ABN 23 067 197 933 and, where the context admits, includes the Organisation's officers, employees, agents, volunteers and Subcontractors and its successors;

'Panel Arrangement' means a panel of providers for work or services required to undertake the Activities which have been approved by the Department;

'Personal Information' has the same meaning as under the Privacy Act, which currently is information or an opinion (including information or an opinion forming part of a data base), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

'Privacy Act' refers to the *Privacy Act 1988* (Cth);

'Privacy Commissioner' means the Office of the Privacy Commissioner established under the Privacy Act and includes any other entity that may, from time to time, perform the functions of that Office;

'Proponent' means any person(s) or Organisation(s):

- (a) holding an Irrigation Right for the purposes of agricultural production; and/or
- (b) that is the owner or occupier of land and is engaged by the Organisation to undertake part of the Activity (e.g. a Project) as contemplated by this Agreement on the land; and/or
- (c) that is a business operator associated with a person or Organisation referred to in (a) and/or (b) above and engaged by the Organisation to undertake part of the Activity under this Agreement;

'Records' includes documents, information and data stored by any means and all copies and extracts of the same;

'Regulator' means the person who is the regulator within the meaning of the WHS Act;

'Structures' where it appears in the Schedule means breaks in the Proponent's water reticulation system, such as farm outlets, flow control mechanisms, and road crossings;

'Subcontract' means the contract between the Proponent and the Subcontractor in respect of the Activity which includes the general terms and conditions, the Special Conditions and all attachments, appendices and documents that set out the Parties' obligations in respect of, or arising out of, the Activity.

'Subcontractor' means a contractor engaged by the Proponent to perform part or all of the Proponent's obligations under the Murray Irrigation Limited Strategic Subsystem Retirement Zone Proponent Agreement, but does not include a Proponent;

'Tax Invoice' has the meaning given in section 195-1 of the GST Act;

'Taxable Supply' has the meaning given in section 195-1 of the GST Act;

'WHS Act' means the *Work Health and Safety Act 2011* (Cth) and any corresponding WHS law within the meaning of section 4 of the WHS Act;

'WHS Entry Permit Holder' has the same meaning as that given in the WHS Act;

'WHS Laws' means the WHS Act and WHS Regulations;

'WHS Regulations' means the regulations made under the WHS Act; and

'Workplan' refers to the detailed plan which sets out specific work and activities to be undertaken by a Proponent in the performance of the Activity. The Workplan must be consistent with the information provided by the proponent in their Proponent Agreement.

In this Declaration unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) all references to clauses are clauses in this Agreement;
- (e) all references to dollars are to Australian dollars and this Agreement uses Australian currency;
- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, modified or repealed and other legislation substituted, is a reference to that statute or other legislation as amended, modified or substituted;

- (g) no provision of this Agreement will be construed adversely against a party solely because that party was responsible for drafting that particular provision;
- (h) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and
- (i) the term "includes" is not a term of limitation.

The Schedule (and Annexures and documents incorporated by reference, if any) form part of this Agreement. In the event of any conflict or inconsistency between any part of:

- (a) the terms and conditions contained in the clauses of this Agreement;
- (b) the Schedule;
- (c) any Annexures or Workplans, or
- (d) any other documents incorporated by reference;

then the material mentioned in any one of paragraphs (a) to (d) of this subclause has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

Intellectual Property

2.1 Subject to this clause 2, Intellectual Property Rights in Activity Material vest immediately in the Subcontractor.

2.2 The Subcontractor grants to:

- (a) the Proponent;
- (b) MIL; and
- (c) the Commonwealth,

a permanent, irrevocable, free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit the Intellectual Property Rights in all Activity Material and Existing Material that vest in the Subcontractor, for any purpose.

If the Intellectual Property Rights in any Activity Material are owned by a third party, the Subcontractor will arrange for that third party to grant to the Proponent, MIL and the Commonwealth a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit the Intellectual Property Rights in the Activity Material for the purposes of reporting on, evaluating, monitoring, communicating and publicising (but not commercialising) the Activity.

2.3 This clause 2 does not affect the ownership of any Intellectual Property Rights in any Existing Material. The Subcontractor, however, grants to the Proponent, MIL and the Commonwealth, or must arrange for the grant to the Proponent, MIL and the Commonwealth of, a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit the Intellectual Property Rights in Existing Material that vest in the Subcontractor or the Subcontractor's Personnel for the purposes of reporting on, evaluating, monitoring, communicating and publicising (but not commercialising) the Activity.

2.4 The Subcontractor:

- i. must, if requested by the Proponent to do so, bring into existence, sign, execute or otherwise deal with any document for the purpose of giving effect to this clause 2;
- ii. warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Subcontractor's and the Subcontractor's Personnel's Existing Material in accordance with this clause 2;

- iii. except as expressly provided for in the Subcontract, must not deal with the Intellectual Property Rights in the Activity Material during the period of the Subcontract; and
 - iv. must ensure that each Subcontractor complies with the requirements of this clause 2.4.
- 2.5 The Subcontractor agrees:
- i. to obtain from each author of any Activity Material a written consent which extends directly or indirectly to the performance of the Specified Acts by the Proponent, MIL, the Commonwealth or any person claiming under or through the Proponent, MIL or the Commonwealth (whether occurring before or after the consent is given); and
 - ii. upon request, to provide the executed original of any such consent to the Proponent, MIL and/or the Commonwealth (as the case requires).
- 2.6 For the purposes of this clause 2, the 'Specified Acts' means any of the following classes or types of acts or omissions:
- i. using, reproducing, adapting or exploiting all or any part of the Activity Material, with or without attribution of authorship;
 - ii. supplementing the Activity Material with any other Material; or
 - iii. using the Activity Material in a different context to that originally envisaged, but does not include false attribution of authorship.
- 2.7 This clause 2 does not apply to any Australian Government Material incorporated in the Activity Material.
- 2.8 The operation of this clause 2 survives the expiration or earlier termination of the Subcontract.

Confidential Information

- 3.1 Subject to clause 3, a Party must not, without the prior written consent of the other Party, use or disclose any Confidential Information of the other Party.
- 3.2 In giving written consent to use or disclose its Confidential Information, a Party may impose such conditions as it thinks fit, and the other Party agrees to comply with these conditions.
- 3.3 A Party may at any time require the other Party to arrange for:
- (a) the other Party's employees, officers and volunteers;
 - (b) the other Party's Advisers; or
 - (c) any person with a Third Party Interest,
- to give a written undertaking in the form of a Deed relating to the use and non-disclosure of the first Party's Confidential Information.
- 3.4 If a Party receives a request under clause 3.3, it must promptly arrange for all such undertakings to be given.
- 3.5 The obligations on a Party under this clause 3 will not be taken to have been breached to the extent that Confidential Information:
- (a) is disclosed by a Party to its Advisers or employees solely in order to comply with the Party's obligations, or to exercise the Party's rights, under this Agreement;
 - (b) is disclosed to a Party's internal management personnel, solely to enable effective management or auditing of Agreement-related activities;
 - (c) is disclosed by the Department to the responsible Minister;
 - (d) is shared by the Department with another Commonwealth department or agency, where this serves the Commonwealth's legitimate interests;
 - (e) is disclosed by a Party, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;

- (f) is authorised or required by law to be disclosed;
 - (g) is disclosed by a Party and is information in a material form in respect of which an interest, whether by licence or otherwise, in the Intellectual Property Rights in relation to that material form, has vested in, or is assigned to, the disclosing Party under this Agreement or otherwise, and that disclosure is permitted by that licence or otherwise;
 - (h) is disclosed by a Party to the Australian Stock Exchange pursuant to a listing rule or other requirement to do so; or
 - (i) is in the public domain otherwise than due to a breach of this clause 3.
- 3.6 Where a Party intends to disclose Confidential Information to another person:
- (a) pursuant to clauses 3.5 (a) to (e) – the disclosing Party must notify the receiving person that the information is Confidential Information; and
 - (b) pursuant to clauses 3.5 (a), (b) or (d) – the disclosing Party must not provide the information unless the receiving person agrees to keep the information confidential.
- 3.7 The Parties may agree in writing after the Date of this Agreement that certain additional information is to constitute Confidential Information for the purposes of this Agreement.
- 3.8 Where the Parties agree in writing after the Date of this Agreement that certain additional information is to constitute Confidential Information for the purposes of this Agreement, that documentation is incorporated into, and becomes part of this Agreement (and the Schedule is deemed to be varied accordingly), on the date by which both Parties have signed that documentation.
- 3.9 The obligations under this clause 3 continue, notwithstanding the expiry or termination of this Agreement:
- (a) in relation to information described in the Workplans – for the period set out in the Workplans in respect of that information; and
 - (b) in relation to any information which the Proponent and Subcontractor agree in writing after the Date of the subcontract to constitute Confidential Information for the purposes of the subcontract – for the period agreed by the Proponent and Subcontractor in writing in respect of that information.
- 3.10 Nothing in this clause 3 derogates from any obligation which the Subcontractor may have either under the Privacy Act, in relation to the protection of Personal Information.

Protection of Personal Information

- 4.1 This clause 4 applies only where the Subcontractor deals with Personal Information when, and for the purpose of, conducting the Activity under the Subcontract.
- 4.2 The Subcontractor agrees to be treated as a 'contracted service provider' within the meaning of section 6 of the Privacy Act, and agrees in respect to the conduct of the Activity under the Subcontract:
- (a) to use or disclose Personal Information obtained during the course of conducting the Activity under the Subcontract only for the purposes of the Subcontract;
 - (b) not to do any act or engage in any practice that would breach an Information Privacy Principle (IPP) contained in section 14 of the Privacy Act, which if done or engaged in by an agency, would be a breach of that IPP;
 - (c) to carry out and discharge the obligations contained in the IPPs as if the Subcontractor were an agency under that Act;
 - (d) to notify individuals whose Personal Information the Subcontractor holds, that complaints about the Subcontractor's acts or practices may be investigated by the Privacy Commissioner who has power to award compensation against the Subcontractor in appropriate circumstances;
 - (e) not to use or disclose Personal Information or engage in an act or practice that would breach section 16F (direct marketing) of the Privacy Act, a National Privacy Principle

(NPP) (particularly NPPs 7 to 10) or an Approved Privacy Code (APC), where that section, NPP or APC is applicable to the Subcontractor, unless:

- i. in the case of section 16F - the use or disclosure is necessary, directly or indirectly, to discharge an obligation under the Subcontract; or
 - ii. in the case of an NPP or an APC - the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under the Subcontract;
- (f) to disclose in writing to any person who asks, the content of the provisions of this Agreement (if any) that are inconsistent with an NPP or an APC binding a Party to the Subcontract;
- (g) to immediately notify the Proponent and MIL if the Subcontractor becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 4, whether by the Subcontractor or any of its Personnel;
- (h) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner to the extent that they are not inconsistent with the requirements of this clause 4; and
- (i) to ensure that any of the Subcontractor's employees, officers, Advisers or volunteers who are required to deal with Personal Information for the purposes of this Agreement are made aware of the Subcontractor's obligations set out in this clause 4.
- 4.3 The Subcontractor agrees to ensure that any subcontract entered into for the purpose of fulfilling the Subcontractor's obligations under the Subcontract contains provisions to ensure that the Subcontractor has the same awareness and obligations as the Organisation has under this clause, including the requirement in relation to subcontracts.
- 4.4 The Subcontractor agrees to indemnify the Proponent and MIL in respect of any loss, liability or expense suffered or incurred by the Proponent which arises directly or indirectly from a breach of any of the Subcontractor's obligations under this clause 4, or a Subcontractor under the subcontract provisions referred to in subclause 4.3.
- 4.5 In this clause 4, the terms 'agency', 'Approved Privacy Code' (APC), 'Information Privacy Principles' (IPPs), and 'National Privacy Principles' (NPPs) have the same meaning as they have in section 6 of the Privacy Act, and 'subcontract' and other grammatical forms of that word has the meaning given in section 95B(4) of the Privacy Act.

Access to Premises and Records

- 5.1 The Subcontractor must give the Auditor-General, the Ombudsman, the Information Commissioner, the Privacy Commissioner, the Freedom of Information Commissioner or their delegates and persons authorised by the Commonwealth (referred to in this clause 5 collectively as 'those permitted') access to premises at which Records and Material associated with this Subcontract are stored or work under the Activity is undertaken at all reasonable times and allow those permitted to inspect and copy Records and Material, in the Subcontractor's possession or control, for purposes associated with this Subcontract or any review of performance under this Subcontract. The Subcontractor must also give those permitted access to any Assets, wherever they may be located and reasonable access to the Subcontractor's employees, for the same purposes.
- 5.2 The Subcontractor must provide all reasonable assistance requested by those permitted when they exercise the rights under subclause 5.1 including:
- (a) making available all information, documentation and data, in any medium, required by the Commonwealth, and
 - (b) making available the Subcontractor's employees, officers, volunteers and Advisers who must provide access to the Subcontractor's computer Records and copies of documentation, including computer discs or other forms of electronic data.

- 5.3 The rights referred to in subclause 5.1 and 5.6 are subject to:
- (a) the provision of reasonable prior notice by those permitted (except where they believe that there is an actual or apprehended breach of the law); and
 - (b) the Subcontractor's reasonable security procedures.
- 5.4 The requirement for access as specified in subclause 5.1 and 5.6 does not in any way reduce the Subcontractor's responsibility to perform the Subcontractor's obligations in accordance with this Subcontract.
- 5.5 The Subcontractor must ensure that any subcontract entered into for the purpose of this Subcontract contains an equivalent clause allowing those permitted to have access as specified in this clause 5.
- 5.6 In addition to any other obligation under this Subcontract, the Subcontractor must give persons authorised by the Commonwealth access to, or arrange for access to be given to, locations where the Subcontractor will undertake, is undertaking or has undertaken the Activity. This access is to be arranged by and supervised by the Subcontractor. The Department may, at its absolute discretion, exercise rights under this clause for any reasonable purpose including to ascertain whether:
- (a) the Subcontractor is aware of its obligations under clause 6 [Compliance with laws and Policies]; and/or
 - (b) the Subcontractor is completing the Activity in accordance with the requirements of the Subcontract (including any requirements in the Workplans),
- but any such inspection or review by the Commonwealth under this clause will not place any obligation on the Commonwealth or otherwise diminish the Subcontractor's responsibilities for complying with those requirements under the Subcontract or at law.

Compliance with Laws and Commonwealth Policies

- 6.1 The Subcontractor must in carrying out its obligations under the subcontract, comply and use reasonable endeavours to ensure that its Subcontractors comply, with the provisions of all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority including in respect of workplace health and safety.
- 6.2 The Subcontractor must, in carrying out its obligations under the subcontract, comply, with any of the Commonwealth's policies as notified referred to, or made available, by the Proponent to the Subcontractor otherwise made available by MIL or the Commonwealth in writing, including the Guidelines for the Private Irrigation Infrastructure Operators Program in New South Wales (February 2011), as amended from time to time.
- 6.3 If the Subcontractor or the Proponent is required by the WHS Act to report a Notifiable Incident to the Regulator arising out of the Activities:
- (a) at the same time, or as soon as is possible in the circumstances, the Subcontractor must give notice of such incident, and a copy of any written notice provided to MIL, the Regulator and to the Department; and
 - (b) the Subcontractor must provide to the Department, within such time as is specified by the Department, a report detailing the circumstances of the incident, the results of investigations into its cause, and any recommendations or strategies for prevention in the future.
- 6.4 The Subcontractor must inform the Department of the full details of:
- (a) any suspected contravention of the WHS Laws relating to the Activities, within 24 hours of becoming aware of any such suspected contravention;
 - (b) any cessation or direction to cease work relating to any Activities, due to unsafe work, immediately upon the Subcontractor being informed of any such cessation or direction;

- (c) any workplace entry by a WHS Entry Permit Holder, or an Inspector, to any place where the Activities are being performed or undertaken, within 24 hours of becoming aware of any such workplace entry; and
- (d) any proceedings against the Subcontractor or the Proponent or its officers, or any decision or request by the Regulator given to the Subcontractor or the Proponent or its officers, under the WHS Laws, within 24 hours of becoming aware of any such proceedings, decision or request.

Building Code 2013

The Code and Supporting Guidelines only apply to the Subcontractor if the Subcontractor is performing work on-site on the Proponent’s farm.

In this clause:

Code	means the <i>Building Code 2013</i> . The Code can be downloaded via http://deewr.gov.au/building-code-2013
Supporting Guidelines	means the Building Code 2013 – Supporting Guidelines for Commonwealth Funding Entities <i>Building Code 2013</i> . The Supporting Guidelines can be downloaded via http://deewr.gov.au/building-code-2013
Fair Work Building & Construction	has the same meaning as it has in the Fair Work (Building Industry) Act 2012.
Project Parties	means all contractors, subcontractors, consultants and employees who perform on site work in relation to the Activity.

- 7.1 Where the Funding for the Activity specifically relates to building and construction activity, subject to the thresholds specified in the Supporting Guidelines, the Subcontractor must comply with, and ensure that Subcontractors personnel comply with, the Code and Supporting Guidelines.
- 7.2 The Supporting Guidelines require the Proponent to ensure that with respect to the proponents subcontractors (including the subcontractor):
 - (a) all requests for tender, expressions of interest, submissions and invitations to join common use agreements in relation to the Activity made by it, or any of the Proponents, contain the commitment to apply the Code and Supporting Guidelines as set out in the model tender documents available via: <http://deewr.gov.au/building-code-2013>; and
 - (b) all contracts entered into in relation to the Activity by it, or any of the Proponents, contain the commitment to apply the Code and Supporting Guidelines as set out in the model contract clauses available via <http://deewr.gov.au/building-code-2013>.
- 7.3 The Subcontractor must maintain adequate records of compliance by it, with the Code and the Supporting Guidelines. The Subcontractor must permit the Commonwealth and those authorised by the Commonwealth, including a person occupying a position in the Fair Work Building and Construction, full access to premises and records of the Subcontractor to:
 - (a) inspect any work, material, machinery, appliance, article or facility;
 - (b) inspect and copy any record relevant to the Activity and works governed by this Agreement; and
 - (c) interview any person,

as is necessary to monitor compliance with the Code and the Supporting Guidelines.
- 7.4 In addition to clause 7.3, the Subcontractor, will agree to a request from the Commonwealth, including a person occupying a position in the Fair Work Building and

Construction, to produce a specified document within a specified period, in person, by fax or by post.

- 7.5 The Commonwealth and those authorised by it may publish or otherwise disclose information in relation to compliance by the Subcontractor with the Code and the Supporting Guidelines. The Subcontractor must obtain the consent of the Proponents to the publication or disclosure of information under this clause.
- 7.6 While acknowledging that value for money is the core principle underpinning decisions on Government procurement, when assessing tenders the Proponent may preference contractors, subcontractors and consultants that have a demonstrated commitment to:
- (a) adding and/or retaining trainees and apprentices;
 - (b) increasing the participation of women in all aspects of the industry; or
 - (c) promoting employment and training opportunities for indigenous Australians in regions where significant indigenous populations exist.
- 7.7 The Subcontractor must not appoint a contractor, subcontractor or consultant in relation to the Activity where:
- (a) the appointment would breach a sanction imposed by the Minister for Employment and Workplace Relations; or
 - (b) the contractor, subcontractor or consultant has had a judicial decision against them relating to employee entitlements, not including decisions under appeal, and has not paid the claim.

Eligible/Ineligible On-Farm Activities

8.1 System Retirement Zone Eligible Activities

Eligible integrated on-farm activities for Proponents in the System Retirement Zone are activities that complement the proposed water delivery system upgrades and contribute to the total water saving from the Project.

Such activities may include:

- stock and domestic system (including necessary pipes, valves, storages, telemetry monitoring, tanks, troughs and bores);
- earthworks to fill decommissioned channels;
- removal of structures related to decommissioned channels (such as pipes, storages or channel off-takes);
- erosion stabilisation works in fields to be decommissioned;
- fencing to replace channels and structures;
- lasering of fields to improve water flows;
- sodic soil rehabilitation;
- solar pumps where there is no alternative mains electricity to supply power to the pump; and
- other eligible on-farm activities (to be agreed in writing by the department on a case by case basis).

8.2 Strategic Subsystem Retirement Zone Ineligible Activities

The following activities are ineligible activities for Proponents:

- on-farm irrigation infrastructure (such as high/low pressure drip irrigation, soil moisture monitoring), storage, recycling systems, channel lining;
- on-farm meters;

- activities that establish new irrigation areas or expansion of existing areas (beyond their existing boundaries);
- activities generating improved irrigation efficiency and savings from the application of different management approaches such as crop rotation or use of new plant types requiring less water;
- capacity building activities;
- activities that have been completed or have already commenced including expenditure already incurred or committed by a proponent;
- financial restructuring;
- infrastructure that is not a water efficiency measure or an eligible integrated on-farm activity;
- ongoing labour costs associated with operating new infrastructure;
- ongoing operational and maintenance costs (these should be recovered from customers through water charges);
- solar power devices (unless the proponent does not have access to mains electricity);
- weed control activities;
- conservation farming/minimum tillage machinery;
- relasering of fields to be decommissioned;
- vehicles; and
- computers.

Signature Page

If the Supplier is an individual or partnership

Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:
Name:	Signature:	Date:

If the Supplier is a Company

Executed by (Company Name and ACN) In accordance with section 127 of the corporations Act 2001:	
---	--

Signature:	Signature:
Name:	Name:
Position in Company:	Position in Company:
Date:	Date:

Note: a minimum of two directors must sign. One signature is accepted if the person is a sole director and sole company secretary

Office Use Only			
Checked by Murray Irrigation Project Manager		Approved by Murray Irrigation Assessment Panel	
Sign:	Date:	Sign:	Date: