



**Australian Government**

**Department of Defence**

DEFENCE PROCUREMENT AND CONTRACTING BRANCH  
STRATEGIC PROCUREMENT SUPPORT

Commonwealth Reference: AF18094046

**Deed Amendment No 1 to the Deed of Standing Offer for the Defence Professional  
Services Standing Offer (SON2071251)**

**Commonwealth Representative:**

FOI Act s. 47F

PO Box 7910  
Canberra BC ACT 2610

ABN: 68 706 814 312

Telephone: FOI Act s. 47F

**Panel Member Representative:**

Effective People Pty Ltd

FOI Act s. 47F

PO Box 3907  
Weston Creek ACT 2611

ABN: 79 063 100 201

Telephone: FOI Act s. 47F

**Standing Offer Title:** Defence Professional Services Standing Offer Panel

**Standing Offer Number:** SON2071251

**Deed Amendment Number:** 1

## EXPLANATION OF DEED CHANGE

### Explanation of Change

1. The Defence Materiel Organisation has reviewed the amendments to the Privacy Act 1988 that came into effect on 12 March 2014 and has updated the wording of the Privacy clause in the ASDEFCON (Standing Offer for Services) template. Clause 9.7 in the Deed of Standing Offer for the Defence Professional Services Standing Offer now needs updating to reflect these changes.
2. The Public Governance, Performance and Accountability Act 2013 (PGPA Act) became fully operational on 1 July 2014 and replaces the Financial Management and Accountability Act 1997 and the Commonwealth Authorities and Companies Act 1997 as the primary financial legislation of the Commonwealth. Clause 2.5 of Attachment A and the definition of Australian Government Agency in Attachment N in the Deed of Standing Offer now need updating to reflect this change.
3. Due to formatting issues, the numbering in Attachment A skips from A-26 to A-28. A blank page A-27 will be added to make it clear that no content is missing due to the omission.
4. As such the Deed shall be amended in accordance with clause 8.3 in the Conditions of Deed and a replacement page is attached to this Deed Change at Annex A.

## AGREED DEED CHANGES

### 5. Details of Proposed Change # 1: Clause 9.7

- a. Old Text:

#### 9.7 Privacy

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- 9.1 The Panel Member agrees:
- a. if it obtains Personal Information in the course of performing the Deed or any Contract, it will use or disclose that Personal Information only for the purposes of the Deed or any Contract and otherwise comply with its obligations under the *Privacy Act 1988* (Cth); and
  - b. not to do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth).
- 9.2 The Panel Member must not store or process on an offshore cloud computing network or on a domestically hosted (onshore) public cloud computing network (in accordance with the *Australian Government Policy and Risk Management Guidelines for the Storage and Processing of Australian Government Information in Outsourced or Offshore ICT Arrangements*) any:
- a. Personal Information obtained in the course of performing the Deed or any Contract;  
or
  - b. Commonwealth Confidential Information,  
without prior Commonwealth approval.
- 9.3 The Panel Member shall immediately notify the Commonwealth if:
- a. it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 9.7; or
  - b. in relation to Personal Information obtained in the course of performing the Deed or any 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 or by any individual to whom such Personal Information relates.
- 9.4 The Panel Member must ensure that its officers, employees, agents and Subcontractors comply with this clause 9.7.

- b. New Text:

**9.7 Privacy**

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9.7.1 The Contractor shall:

- 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;
- b. comply with its obligations under the Privacy Act 1988 (Cth); and
- c. as a contracted service provider, not do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of the Australian Privacy Principles.

9.7.2 The Contractor shall notify the Commonwealth as soon as practicable if:

- a. it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 9.7, 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 or by any individual to whom such Personal Information relates.

9.7.3 The Contractor shall ensure that its officers, employees and agents who deal with Personal Information for the purposes of the Contract are aware of, and comply with, this clause 9.7.

9.7.4 The Contractor shall ensure that any Subcontract entered into for the purposes of fulfilling its obligations under the Contract, contains provisions to ensure that the Subcontractor has the same awareness and obligations as the Contractor has under this clause 9.7, including the requirement in this clause 9.7.4 in relation to Subcontracts.

6. **Details of Proposed Change # 2: Attachment A, Clause 2.5**

a. Old Text:

2.5 In addition to Defence and DMO, the Standing Offer is available to other Agencies that report under the *Financial Management and Accountability Act 1997*. Other Agencies will not be required to use the Professional Services Panel and there is no guarantee that any other Agencies will use the Professional Services Panel.

b. New Text:

2.5 In addition to Defence and DMO, the Standing Offer is available to Australian Government Agencies. Other Australian Government Agencies will not be required to use the Professional Services Panel and there is no guarantee that any other Australian Government Agencies will use the Professional Services Panel.

7. **Details of Proposed Change # 3: Attachment A, Clause 2.5**

a. Old Text: The numbering in Attachment A skips from A-26 to A-28.

b. New Text: The new page A-27 is provided in Annex A.

8. **Details of Proposed Change # 4: Attachment N, Definitions**

a. Old Text: Definition of Australian Government Agency

Australian Government Agency	means entity that reports under the <i>Financial Management and Accountability Act 1997</i> .
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b. New Text: Definition of Australian Government Agency

Australian Government Agency	means Non-corporate Commonwealth entities that report under the <i>Public Governance, Performance and Accountability Act 2013</i> .
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9. The Annex provided below forms part of this Deed Change. The Deed shall be deemed to be changed when this agreement has been properly executed by both parties.

**Annexes:**

A. Page A-27 - Annex J to Attachment A

**Agreement to Change the Deed**

The above referenced Deed is changed as detailed above. All other terms and conditions remain unaltered.

**FOI Act s. 47F**  
[Redacted]  
Group Manager,  
Recruitment  
Services  
..... 7/8/2014  
POSITION DATE  
Panel Member Representative

**FOI Act s. 47F**  
[Redacted]  
a/DPT  
POSITION DATE  
25.7.14  
Commonwealth Representative

**ANNEX J TO ATTACHMENT A**

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