

1044

Accounts Receivable **Financial & Business Services Chancelry Building 10C** The Australian National University Acton ACT 2601 Australia Phone: 02 6125 8721 Email: financial.shared.services@anu.edu.au

ABN: 52 234 063 906

Customer

Tax Invoice

Faculty of Law

Invoice No. 503073 Due Date 20/12/2023 Amount Due 37,848.80 AUD Invoice Date 20/11/2023 Page 1 of 1 Bill Enquiries +61 2 6125 8723

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	Int Law GTP 4th July 2023 Order number - s 47E(d) -Internati	1.00 onal Law Cours	٩	17,204.00	1,720.40	18,924.40
	Delivery of 2-day course 4th Iteration in 10-					
2	Int Law GTP 5th Aug 2023	1.00		17,204.00	1,720.40	18,924.40
	Order number - s 47E(d) -Internati Delivery of 2-day course 5th Iteration in 17-	onal Law Cours 18 Aug 2023	e			

SubTotal Ex-GST	34,408.00
Total GST	3,440.80
Total incl. GST	37,848.80
Amount Due	37,848.80 AUD

Payment Instruction

Customer ID: 1044 Invoice No: 503073 Balance Due: 37,848.80 AUD

Credit Card (MasterCard, Visa, AMEX)

Visit http://onestop.anu.edu.au,

Select Debtor Invoice,

Enter 503073



Biller Code: 290544 Ref: 5030739

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

Provision of International Law Course

	CHANGE ORDER Reference s 47E(d)							
This Change Order (including all Attachments) serves to vary the Official Order issued by the s22 - Access to edited copies with exempt or irrelevant matter deleted (Agency) to Australian National University (ABN 52 234 063 906) (Contractor) executed dated 31 May 2022 pursuant to the terms detailed below. Unless specifically stated in this Change Order, all Terms and Conditions of the Official Order continue unaffected.								
Item A	Item Description Panel Arrangement and Standing Offer Number ID	Item Detail S22 - Access to edited copies with exempt or irrelevant matter deleted The Services to be performed pursuant to Deed of Standing Offer for the provision of Learning and Development Programs number 00003637 dated 27 February 2017.						
В	Original Official Order ID	s 47E(d) – International Law Course						
С	Change Order ID	s 47E(d)						
D	Agency Contact/ Representative	The Agency's contract officer/representative for this contract is: s22 - Access to edited copies with exempt or irrelevant matter deleted						
E	Date Changes	Not applicable						
F	Implementation Date	The date this Change Order/Contract is executed.						
G	Services	Services The Contractor will deliver two (2) extra iterations of two-day Introduction to International Law course for the graduate trainees during the Graduate Program in June, July or August for a total of five (5) iterations (amended from the current requirement of three (3) iterations) during the term of the contract.						

Provision of International Law Course

Н	Fees, Allowances and Costs	Introduction The amour	Pricing table is updated to include the additional iteration of two-day Introduction to International Law Course. The amount of this amendment is \$37,848.80 inclusive of GST for a maximum total contract value of \$110,195.80 inclusive of GST . Updated pricing table as below.							
		Item Description								
			1 st iteration	2 nd iteration		3 rd iteration	4 th iteration	5 th iteration		
		Personnel	\$24,660	\$16,164	\$5,662	\$16,164	\$16,164	\$16,164	\$94,978.00	
		Other costs	\$1,040	\$1,040		\$1,040	\$1,040	\$1,040	\$5,200.00	
		Total	\$25,700	\$17,204	\$5,662	\$17,204	\$17,204	\$17,204	\$100,178.00	
								10% GST	\$10,017.80	
							Total in	clusive of GST	\$110,195.80	
		Please not the updated December	d pricing t							

Provision of International Law Course

Please sign this Change Order where indicated below and return a copy to

SIGNED FOR AND ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA by its authorised representative:

Signature of Authorised Representative

Name of Authorised Representative

Date:

SIGNED FOR AND ON BEHALF OF AUSTRALIAN NATIONAL UNIVERSITY (ABN 52 234 063 906) by its authorised representative:

Signature of Authorised Representative

Anthony Connolly

Name of Authorised Representative

3/5/2023 | 10:06 AM AEST Date: Signature of Witness

Name of Witness

Signature of Witness

Kim Szerdahelyi

Name of Witness



Accounts Receivable Financial & Business Services Chancelry Building 10C The Australian National University Acton ACT 2601 Australia Phone: 02 6125 8721 Email: financial.shared.services@anu.edu.au

ABN: 52 234 063 906

Tax Invoice

Faculty of Law

Invoice No. 487858 **Due Date 04/11/2021 Amount Due 32,506.00 AUD** Invoice Date 05/10/2021 Page 1 of 1 Bill Enquiries +61 2 6125 8723

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	Int Law GTP Course 1Sep21	1.00		29,550.91	2,955.09	32,506.00
	Delivery of Introduction to International Law co Deed Number s 47E(d)	ourse Sept 2021				

SubTotal Ex-GST	29,550.91
Total GST	2,955.09
Total incl. GST	32,506.00
Amount Due	32,506.00 AUD

Customer 1044



Payment Instruction

Customer ID: 1044 Invoice No: 487858 Balance Due: 32,506.00 AUD Credit Card (MasterCard, Visa, AMEX)

Visit http://onestop.anu.edu.au,

Select **Debtor Invoice**, Enter **487858**



Biller Code: 290544 Ref: 4878583

Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: <u>www.bpay.com.au</u>

Jennifer Li

From: Sent: To: Cc: Subject: Attachments:	Donald Rothwell <donald.rothwell@anu.edu.au> Thursday, 23 September 2021 8:42 AM Anita Fitch CoL - Finance Team FW: The International Law course workorder for signature [SEC=OFFICIAL] Schedule 5 Official Order ANU International Law for S 47E(</donald.rothwell@anu.edu.au>
Dear Anita,	
See attached.	
The Graduate Training Pr	ogram 'International Law' was successfully delivered from 8-10 September.
Can I ask for you to ensure ANU	J CoL execution of this Official Order from ? Once that is done it can be returned to
It is unclear to me when the AN	IU CoL can invoice for delivery of the first course. I will leave that with you.
	ovide you with details of the teaching/delivery hours of the various ANU participants, and ourse evaluation which is due in December.
With best wishes,	
Don	
Sent: Wednesday, 22 Septemb To: Donald Rothwell <donald.ro Cc: ⁵²² - Access to edited copies with ex</donald.ro 	

OFFICIAL

Dear Donald,

Please see attached workorder - International Law course for review and signature. Apologies for the delay in getting this to you and thank you for your patience.

If you have any issues or questions, please let me know.

Many thanks,





 From: Donald Rothwell <<u>donald.rothwell@anu.edu.au</u>>

 Sent: Monday, 23 August 2021 8:40 AM

 To: \$22 - Access to edited copies with exempt or irrelevant matter deleted

 Cc: \$22 - Access to edited copies with exempt or irrelevant matter deleted

 Subject: [EXTERNAL] Re: International Law course dates - \$ 47E(d)

CAUTION: This email originated from outside the organisation. Do not click links or open attachments unless you recognise the sender.

Dear S22 - Access to edited copies with exempt or irrelevant n

I attach the ANU College of Law response to the RFQ.

Thank you for your patience while this was finalised as ANU staff worked remotely.

The course can be delivered virtually (via zoom), or in person subject to ANU and ACT Health constraints.

Finally, I note the RFQ refers to a Deed between the second secon

I look forward to hearing from you and finalising these arrangements.

Donald Rothwell

 From:
 \$22 - Access to edited copies with exempt or irrelevant matter deleted

 Sent:
 Wednesday, 4 August 2021 2:40 PM

 To:
 Donald Rothwell < donald.rothwell@anu.edu.au</td>

 Cc:
 \$22 - Access to edited copies with exempt or irrelevant matter deleted

 Subject:
 RE:

 International Law course dates - \$ 47E(d)
 [SEC=OFFICIAL]

Please find the RFQ attached. Please let me know if there's anything further you require.

Kind regards,

s22 - Access to edited copies with exempt or irrelevant matter deleted

s22 - Access to e	edited copies with	exempt or irre	elevant matter	deleted

From: Donald Rothwell <<u>donald.rothwell@anu.edu.au</u>>

Sent: Monday, 2 August 2021 12:07 PM

To: s22 - Access to edited copies with exempt or irrelevant matter deleted

Cc: s22 - Access to edited copies with exempt or irrelevant matter deleted

Subject: [EXTERNAL] RE: International Law course dates - s 47E(d)

[SEC=OFFICIAL]

CAUTION: This email originated from outside the organisation. Do not click links or open attachments unless you recognise the sender.

Dear Dear

I am just writing to request an update regarding the RFQ for the International Law course.

I am mindful that the course is scheduled to commence in 5 weeks. Also, in my experience it will take some time to settle the ANU contractual arrangements. On this occasion we are operating under some tight timelines.

Until those arrangements are well advanced my ability to engage in significant planning for the delivery of the course will be compromised.

As such it would be advantageous if the RFQ can be forwarded for my action as soon as possible.

With thanks,

Don

 From:
 \$22 - Access to edited copies with exempt or irrelevant matter deleted

 Sent:
 Wednesday, 28 July 2021 2:25 PM

 To:
 Donald Rothwell <<u>donald.rothwell@anu.edu.au</u>>

 Cc:
 \$22 - Access to edited copies with exempt or irrelevant matter deleted

 Subject:
 RE:

 International Law course dates - \$ 47E(d)
 [SEC=OFFICIAL]

OFFICIAL

Good afternoon Donald,

Thank you for your email.

We are very pleased to have the International Law course locked in. It will be a great experience for the graduates. I have booked our largest training room so capacity will not be a problem as it can hold about 50 people.

My colleague will organise the RFQ shortly. I will also pass your content on to the Legal area so that they can liaise with you over this and guest speakers. From the s 47E(d) point of view, it looks like a very informative and relevant course for the graduates. The inclusion of scenarios and practical activities will be a welcome addition for the graduates too, as it will allow them to work together, which is something they didn't do a lot last year.

Kind regards,

s22 - Access to edited	d copies with	exempt or i	rrelevant matt	er deleted

s22 - Access to edited copies with exempt or irrelevant matter deleted

From: Donald Rothwell <<u>donald.rothwell@anu.edu.au</u>> Sent: Wednesday, 28 July 2021 2:07 PM To: S22 - Access to edited copies with exempt or irrelevant matter deleted Cc: S22 - Access to edited copies with exempt or irrelevant matter deleted

Subject: [EXTERNAL] RE: International Law course dates - s 47E(d)

[SEC=OFFICIAL]

CAUTION: This email originated from outside the organisation. Do not click links or open attachments unless you recognise the sender.

Dear

I have now consulted with my colleagues and am pleased to confirm capacity on the part of the ANU College of Law to be able to offer a 3 day course in International Law as part of the proposed 2021 GTP commencing 8 September.

Based on the 2019 course, updated to reflect subject-matter expert availability and current issues I am proposing the 3 day course cover:

s22 - Access to edited copies with exempt or irrelevant matter deleted

5. Use of Force/International Humanitarian Law/International Criminal Law

s22 - Access to edited copies with exempt or irrelevant matter deleted

s22 ·	- Access	to edited	copies w	vith exemp	ot or irrelev	ant matte	r deleted

With thanks,

Donald Rothwell

Donald R. Rothwell, FAAL Professor of International Law Room 6.3.23, ANU College of Law, Building 6, Fellows Road ANU ACT 2601 AUSTRALIA Tel: <u>+61 (2) 6125 8948</u> MOB:

General Editor, *Australian Year Book of International Law* <u>https://brill.com/view/serial/AUST</u> Editor-in-Chief, *Brill Research Perspectives in the Law of the Sea* <u>https://brill.com/view/journals/rpls/rpls-overview.xml</u>

From:

Sent: Monday, 26 July 2021 4:01 PM To: Donald Rothwell <<u>donald.rothwell@anu.edu.au</u>> Cc: s22 - Access to edited copies with exempt or irrelevant matter deleted Subject: RE: International Law course dates -s 47E(d)

[SEC=OFFICIAL]

OFFICIAL

Good afternoon Don,

Thank you for providing this feedback. I will pass your content thoughts on to the Legal team (as I'm sure they will have an opinion, and so they can think about who can be involved).

Kind regards,

s22	- Acces	ss to e	edited	copies	with e	exempt	or irr	elevant	matter	deleted

From: Donald Rothwell <<u>donald.rothwell@anu.edu.au</u>> Sent: Monday, 26 July 2021 3:57 PM To: ^{\$22} - Access to edited copies with exempt or irrelevant matter deleted Subject: [EXTERNAL] RE: International Law course dates - \$ 47E(d)

[SEC=OFFICIAL]

CAUTION: This email originated from outside the organisation. Do not click links or open attachments unless you recognise the sender.

Dear

Noted with thanks.

The background is that this course originally was taught over 5 days, then 4, and most recently 3.

So the course has been compressed over a period of 20 years it has been running in various versions under different configurations.

In the past there has been an effort made to reduce overlap with other parallel courses in Trade, and Human Rights.

I think the preference would be to keep to the current 3 days and look in some more detail at the content that can be included over that period so that core elements of International Law are covered in addition to certain specialist topics that are appropriate for consideration in 2021. Three that come to mind are International Health Law, International Space Law, and Climate Change and International Law.

Best wishes,

Don

Professor of International Law Room 6.3.23, ANU College of Law, Building 6, Fellows Road ANU ACT 2601 AUSTRALIA Tel: <u>+61 (2) 6125 8948</u> MOB: ²⁰²⁴

General Editor, *Australian Year Book of International Law* <u>https://brill.com/view/serial/AUST</u> Editor-in-Chief, *Brill Research Perspectives in the Law of the Sea* <u>https://brill.com/view/journals/rpls/rpls-overview.xml</u>

From: s22 - Access to edited copies with exempt or irrelevant matter dele Sent: Monday, 26 July 2021 3:16 PM To: Donald Rothwell <<u>donald.rothwell@anu.edu.au</u>> Cc: s22 - Access to edited copies with exempt or irrelevant matter deleted Subject: RE: International Law course dates -s 47E(d)

[SEC=OFFICIAL]

OFFICIAL

Good afternoon Donald,

I have just been informed that the Trade Policy course that we were planning to run for the s 47E(d) is under revision and therefore is unlikely to be running this year. In light of that, do you still feel that 3 days is appropriate for the International Law course, or would it be better condensed into 2?

Kind regards,



From: Donald Rothwell <<u>donald.rothwell@anu.edu.au</u>> Sent: Monday, 26 July 2021 12:03 PM

To: s22 - Access to edited copies with exempt or irrelevant matter delete

Subject: [EXTERNAL] RE: International Law course dates - s 47E(d)

CAUTION: This email originated from outside the organisation. Do not click links or open attachments unless you recognise the sender.

Dear Second Seco

Thanks for those details.

I attempted to call you and left a message on your answering machine.

Can you possibly give me a call to discuss between 12.30-2.45pm today?

Thanks,

Donald Rothwell

Donald R. Rothwell, FAAL

Professor of International Law Room 6.3.23, ANU College of Law, Building 6, Fellows Road ANU ACT 2601 AUSTRALIA Tel: <u>+61 (2) 6125 8948</u> MOB:

General Editor, *Australian Year Book of International Law* <u>https://brill.com/view/serial/AUST</u> Editor-in-Chief, *Brill Research Perspectives in the Law of the Sea* <u>https://brill.com/view/journals/rpls/rpls-overview.xml</u>

From: S22 - Access to edited copies with exempt or irrelevant matt Sent: Monday, 26 July 2021 11:30 AM To: Donald Rothwell <<u>donald.rothwell@anu.edu.au</u>> Cc: S22 - Access to edited copies with exempt or irrelevant matter deleted Subject: RE: International Law course dates - S 47E(d)

[SEC=OFFICIAL]

OFFICIAL

Good morning Donald,

Thank you for your email.

A number of our s 47E(d), which is a great experience for them, though unfortunately they will miss out on this training. We are expecting 26 participants (at this point, it may be less if more of the s 47E(d)). Depending on your preferences, we can either deliver this as one cohort or two. If we break the group into two, then we would ask you to deliver the same course to both groups. Ideally we would like to conduct the training face to face – the s 47E(d) are particularly interested in F2F training since most of it was online last year. However, I think we also need to plan for the potential that we may have to take it online given the current COVID situation in NSW.

Option 1 (Group A & Group B):

- Group B: Monday 6 September, Tuesday 21 September, Friday 24 September
- Group A: Tuesday 7 September, Tuesday 21 September, Tuesday 28 September

Option 2 (1 group):

- Wednesday 8 Friday 10 September
- Wednesday 22 September Friday 24 September
- Wednesday 29 September Friday 1 October

Kind regards,

s22 - Access to edited copies with exempt or irrelevant matter deleted

From: Donald Rothwell <<u>donald.rothwell@anu.edu.au</u>> Sent: Monday, 26 July 2021 8:29 AM

To: s22 - Access to edited copies with exempt or irrelevant matter delete

Subject: [EXTERNAL] RE: International Law course dates -s 47E(d)

[SEC=OFFICIAL]

CAUTION: This email originated from outside the organisation. Do not click links or open attachments unless you recognise the sender.

Dear Sector

Thank you for this email.

I would be grateful for clarification of the following matters, some of which were discussed with when we met in May:

• Precise dates for course delivery, including number of days

- Preferred mode of delivery; ie: 1) Face to Face 2) Online 3) Blended (Face to Face + Online)
- Number of participants
- Is it intended, as was the case in 2019, that the course would be repeated, ie. That there would be two cohorts and two identical courses would be offered

I will need these details fairly quickly in order to be able to determine capacity to deliver the course.

Semester Two teaching commences today at ANU and as such teaching allocations for most of the international law teachers have been settled for the period July-October. There will remain some capacity to deliver this course, but if I am able to secure a number of ANU colleagues to teach into the course the basic details will need to be settled preferably by this week so I have placeholder dates in various calendars.

I look forward to hearing from you.

Donald R. Rothwell, FAAL

Professor of International Law Room 6.3.23, ANU College of Law, Building 6, Fellows Road ANU ACT 2601 AUSTRALIA Tel: <u>+61 (2) 6125 8948</u> MOB:

General Editor, Australian Year Book of International Law <u>https://brill.com/view/serial/AUST</u> Editor-in-Chief, Brill Research Perspectives in the Law of the Sea <u>https://brill.com/view/journals/rpls/rpls-overview.xml</u>

From: ⁵²² - Access to edited copies with exempt or irrelevant matter deleted Sent: Friday, 23 July 2021 3:40 PM To: Donald Rothwell <<u>donald.rothwell@anu.edu.au</u>> Cc: ⁵²² - Access to edited copies with exempt or irrelevant matter deleted Subject: FW: International Law course dates -s 47E(d)

[SEC=OFFICIAL]

OFFICIAL

Good afternoon Professor Rothwell,

I would like to take this opportunity to introduce myself. I have recently joined the s 47E(d)	, working
with http://with.com/with.com/with/with/with/with/with/with/with/with	_

We are currently in the process of designing the September training block for our s 47E(d) . I am writing to ascertain your availability and interest in facilitating the s 47E(d) Training Program/s 47E(d) in International Law.

s22 - Access to edited copies with exempt or irrelevant matter deleted



I look forward to your response and hopefully continuing the relationship between S and ANU's College of Law. 22(1)

Kind regards,

32 - Access to edited copies with exempt or irrelevant matter deleted	

From: Donald Rothwell <donald.rothwell@anu.edu.au> Sent: Wednesday, 12 May 2021 1:42 PM To: s22 - Access to edited copies with exempt or irrelevant matter

Subject: [EXTERNAL] International Law course dates - s 47E(d)

[SEC=UNCLASSIFIED]

CAUTION: This email originated from outside the organisation. Do not click links or open attachments unless you recognise the sender.

Dear

It was a pleasure to meet and discuss with you today preliminary planning for the $\pm 47E(d)$ Training Program/s 47E(d) in International Law.

s22 - Access to edited copies with exempt or irrelevant matter deleted

I look forward to ongoing discussions regarding the development of the S program and role for the ANU College of 47E(

With best wishes,

Don

Donald R. Rothwell, FAAL

General Editor, *Australian Year Book of International Law* <u>https://brill.com/view/serial/AUST</u> Editor-in-Chief, *Brill Research Perspectives in the Law of the Sea* <u>https://brill.com/view/journals/rpls/rpls-overview.xml</u>

SCHEDULE 5 – OFFICIAL ORDER TEMPLATE - STATEMENT OF WORK

This Official Order is placed on 06 September 2021. The Official Order is placed pursuant and subject to the terms and conditions of the Deed between the

and The Australian National University dated 01 June 2016 and with Deed number ("Deed").

The Customer placing the Official Order is \$22 - Access to edited copies with exempt or irrelevant matter delete

Item A [Services and Subcontractors]

Details of the Services

Services Categories

The Supplier will provide Services in relation to the following Services Category/Categories set out below.

1.	Social Policy Research Services Category	
2.	Evaluation and Program Review Services Category	
3.	Investment in Data Services Category	
4.	Professional Development Services Category	

Project and objectives

The Department requires the provision of up to two, three-day Introduction to international Law courses for the <u>s22 - Access to edited copies with exempt or irretevant matter deleted</u> during the <u>s 47E(d)</u> Program training in September 2021

Anticipated class sizes will be up to 30 students.

Depending on demand, there may be an option to deliver future presentations.

The Department does not guarantee the number of programs to be delivered.

Background

The department's advector of training and development programs for staff and external APS employees. The Introduction to International Law course should be designed to provide participants with a deeper

understanding of legal processes including familiarity with fundamental concepts of international law and the processes by which international law is developed and implemented.

Project Details, objectives and Milestones

The Department requires an Introduction to International Law course with key themes including:

- An overview of public international law;
- An appreciation of the importance of public international law to staff working in the areas of foreign affairs, trade and development, with an emphasis on Australian Interests;
- A basic understanding of the international legal issues that commonly arise in the work of s 47E(d) , including;
 - o the fundamental concepts and terminology of international law;
 - the process by which international law is developed, including the law of treaties and customary international Law; and
 - o the range of different subject matter areas governed by international law.
- An understanding of when to seek the expert advice of international lawyers in their respective governmental systems; and,
- A more detailed understanding of selected topics within the field of international law, which are relevant to the work of diplomats such as:
 - o The use of force;
 - o International human rights law;
 - o International humanitarian law;
 - o International criminal law;
 - o The United Nations Security Council (including sanctions);
 - o Law of the Sea;
 - o Disarmament;
 - o Privileges and Immunities;
 - o International Refugee Law;
 - o International environmental/ climate change law
 - o International economic (trade and investment) Law;
 - o Cyber and space law
 - o International dispute settlement mechanisms
 - o The law of treaties and Australian treaty process

And any other applicable topic the submitter proposes. The presentation should include recent and historical case study examples to encourage discussion.

The ANU will provide:

Two, three-day Introduction to International Law courses that seek to equip participants with a comprehensive grounding in international law, especially as it relates to diplomatic practice and Australian foreign policy:

- It introduces participants to key elements, terms, and concepts of international law, including the ways in which international law is made and evolves.
- Participants will understand, including in an historical perspective, both substantial legal norms and standards, and the institutional architecture of the international legal system.
- This conceptual and doctrinal content is balanced with a strong practical dimension:

 presenters use multiple illustrative examples, case-studies (historical, current and hypothetical, including during the class exercise component), and (ii) emphasise a practical understanding of issues as these might arise for serving early-s

. For example, participants get to apply their understanding and E(d) acknowledge practical challenges by engaging in a moderated exercise of drafting terms for a Security Council resolution.

- The course includes serving and former s officers either presenting or offering commentary or experience to supplement the ANU presenters' where possible and within time constraints. The course combines exploring Australia's own declared position on certain international legal issues, and postures that differ from that of Australia.
- Each day includes discussing media stories to explore obvious and surprising international law angles.
- The course is designed conscious that some in the cohort have or lack a law background.
- Participants have full access to online materials ahead and after the course.
- The course can be delivered in person or virtually (zoom is the preferred platform).

Skills

Not applicable

Subcontractors (clause 2.7 of Schedule 4)



Individual instructor availability will depend on scheduling for each of the two courses.

Business Continuity Plan (clause 2.10 of Schedule 4)

The Supplier is not required to maintain a Business Continuity Plan.

Knowledge Transfer (clause 18 of Schedule 4)

The Supplier is not required to provide knowledge transfer assistance to the Customer.

Item B [Contract Material]

Material developed for Course 1 (proposed for September 2021) will be original. If Course 2 proceeds within the period anticipated material developed for Course 1 will be utilised subject to updating and modification based on feedback arising from Course 1.

Item C [Contract Commencement and Timeframe]

Contract Commencement Date (clause 2.1.1 of Schedule 4)

The Contract Commencement Date is 08 September 2021

Contract Completion Date (clause 2.1.1 of Schedule 4)

The Contract Completion Date is 07 September 2022

The Department may, at its sole discretion and by providing the Service Provider with written notice prior to the Completion Date, extend the Contract for a period of twelve months (Additional Contract Period).

Timeframe (clause 2.2.1(d) of Schedule 4)

The Supplier must perform and deliver the following Services to the Customer:

No	Description	Requirements or Specifications	Milestone/Due date
1	Introduction to International Law course	Delivery of course	September 2021
2	Evaluation report of Law course	Report Delivery	December 2021

Item D [Fees]

Total fees for two, three-day Introduction to International Law courses - \$49,783 (inc GST).

Milestones (clause 3.1.1(a) of Schedule 4)

The total fees payable to the Supplier by the Customer are (GST inclusive), payable by the following Instalments:

Milestone	Milestone Achievement Criteria	Milestone Payment Amount	Milestone Due Date
MS 1	Successful delivery of International Law course	\$49,783	September 2021
MS 2	Delivery of evaluation report	Included in amount above	December 2021

Item E [Expenses and Costs]

All known expenses have been included in the above costing.

If the Supplier incurs any variable costs, the Customer will reimburse the Supplier at cost (exclusive of GST) on submission of a Correctly Rendered Invoice and production of satisfactory evidence.

Item F [Invoices]

Invoices (clause 3 of Schedule 4)

The Supplier must submit correctly rendered tax invoices to the Customer by:

Email: 522 - Access to edited copies with exempt or irrelevant matter de

A correctly rendered tax invoice is one which includes:

- (a) the Reference / Contract / Purchase Order number;
- (b) the name of the Customer's Contact Officer;
- (c) s22 Access to edited copies with exempt or irrelevant matter deleted
- (d) the title of the Services;
- (e) details the fees payable;
- (f) details expenses and costs payable, and attaches original receipts;

- (g) contains written certification in a form acceptable to the Customer that the Supplier has paid all remuneration, fees or other amounts payable to an employee, agent or Subcontractor performing Services under this Contract; and
- (h) meets the requirements of a tax invoice under the GST Act.

The due date for payment by the Customer is 30 days after receipt by the Customer of a correctly rendered invoice.

Payment will be effected by electronic funds transfer (EFT) to the Supplier's bank account specified at Schedule 3 of the Deed.

Item G [Intellectual Property]

'MODEL 1— Customer ownership of Intellectual Property in Contract Material with limited license to Supplier.']

Item H [Existing Material]

None specified

Item I [Moral Rights]

None specified

Item J [Use of Commonwealth Material]

None specified

Item K [Facilities and Assistance]

The presentation will be run at <u>\$22</u> - Access to edited copies with exempt or irrelevant matter deleted. The venue is arranged and paid for by **arrange**. The cost of any special logistical or administrative goods or services should be estimated and included in the quote.

The will arrange to deliver brief materials electronically to participants prior to the presentation commencement.

Item L [Confidential Information]

None specified

Item M [Security Requirements]

The Supplier must comply with the PSPF and ISM.

Item N [Standards and Best Practice]

Standards for Research on Human Subjects (clause 2.9 of Schedule 4)

None specified

Additional Standards and Guidelines (clause 2.2.1c of Schedule 4)

Standards for Accessibility of Services (clause 14.3.3 of Schedule 4)

The following will be expected of the supplier

- There is a preference that the course presenters and special guests will have a gender balance where applicable.
- There is a preference for organisations that are assisting in the government's agenda of equity and development of Indigenous organisational capability in this field.
- A report will be required following the completion of the services which will cover feedback from participants and facilitators as well as views on potential future evolution of the course
- A course that appeals to Australian Government employees, graduates and s 47E(d) employees who have tertiary qualifications, but not necessarily economic qualifications.

Engagement with s in the Development of the Course

• The provider will be expected to engage with representatives of **Execute** to ensure that the course material reflects economic issues that commonly arise in the work of departmental officers. It is expected that the selected provider will also work closely with relevant Divisions of the Department in preparing the course materials and selecting speakers.

Indigenous Procurement Policy (clause 14.4 of Schedule 4)

Clauses 14.4.3 to 14.4.5 of Schedule 4 Do Not apply to the Contract.

As at the Contract Commencement date, the Contract is not a High Value Contract.

Item O [Specified Personnel]

None specified

Item P [Insurance]

No additional insurance specified

Item Q [Contact Officers]

The Customer's Contact Officer is the person holding the position of Program Officer, currently:

Name of person

Postal Address

Physical Address

Email

Phone



The Supplier's Contact Officer is the person holding the position of Finance Manager, currently:

Name of person	Anita Fitch
Postal Address	ANU College of Law, Building 7, Fellows Road, Canberra ACT 2600
Physical Address	ANU College of Law, Building 7, Fellows Road, Canberra ACT 2600
Email	anita.fitch@anu.edu.au
Phone	6125 4315

A party may change their Contact Officer or their details by notifying the other party in writing of the changed details.

Item R [Customer and Addresses for Notices]

For the purposes of the Contract:

The Customer's address for notices is:

Name of person Postal Address Physical Address Email Phone



The Supplier's address for notices is:

Name of person	Anita Fitch
Postal Address	ANU College of Law, Building 7, Fellows Road, Canberra ACT 2600
Physical Address	ANU College of Law, Building 7, Fellows Road, Canberra ACT 2600
Email	anita.fitch@anu.edu.au
Phone	6125 4315

A party may change their address for notices by notifying the other party in writing of the changed details.

Item S [Publications]

Publications Not applicable

Item T [Limited Liability]

Not applicable

Item U [Transfer of Information Outside Australia]

Not Applicable

Item V [Cyber Security]

- 1 The purpose of clauses 1, 2 and 3 is to set out the Supplier's additional obligations in respect of Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information:
 - (a) in respect of which the Supplier has custody or control for purposes connected with this Contract; or
 - (b) which are accessed, transmitted or stored using or on the Supplier's information systems or equipment under this Contract.
- 2 The Supplier must:
 - do all things that a reasonable and prudent entity would do to ensure that all Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information is protected at all times from unauthorised access or use by a third party or misuse, damage or destruction by any person;
 - (b) provide protective measures for the Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information that are no less rigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information;
 - (c) without limiting clauses 2(a) or 2(b), comply with all security regulations or procedures or directions as are specified in the Contract or given by the Customer from time to time regarding any aspect of security of, or access to, the Customer's information, material or premises; and
 - (d) develop for acceptance by the Customer a Commonwealth Data Protection Plan (CDPP) that sets out how the Supplier and the Customer will deal with and discharge their obligations in respect of Customer Confidential Information, Additional Customer Confidential Information and/or Personal Informationduring the provision of the Services. The CDPP must:
 - be consistent with the requirements of the Contract (including clauses 2(a) and 2(b) of this Item V);
 - (ii) be consistent with the requirements of the *Privacy Act 1988* (Cth);
 - (iii) specifically deal with cybercrime risks, including unauthorised access;
 - (iv) be consistent with the Australian Government's Protective Security Policy Framework (PSPF) and Information Security Manual (ISM); and
 - (v) set out the steps and processes that the Supplier and the Customer will follow to protect the Customer Confidential Information from unauthorised access, use, misuse, destruction or loss,

and once accepted, the CDPP will form part of the Contract and the Supplier must comply with it unless the Customer otherwise agrees in writing.

- 3 If the Supplier becomes aware of any actual or suspected:
 - (a) action taken through the use of computer networks that result in an actual or potentially adverse effect on the Supplier's information system and/or Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information residing on that system (Cyber Incident); or
 - (b) any other unauthorised access or use by a third party or misuse, damage or destruction by any person (**Other Incident**),

the Supplier must:

- (c) notify the Customer in writing immediately (and no longer than 12 hours after becoming aware of the Cyber Incident or Other Incident); and
- (d) comply with any directions issued by the Customer in connection with the Cyber Incident or Other Incident, including in relation to:
 - (i) notifying the Australian Cyber Security Centre, or any other relevant body, as required by the Customer;
 - (ii) obtaining evidence about how, when and by whom the Supplier's information system and/or the Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information has or may have been compromised, providing it to the Customer on request, and preserving and protecting that evidence for a period of up to 12 months;
 - (iii) implementing any mitigation strategies to reduce the impact of the Cyber Incident or Other Incident or the likelihood or impact of any future similar incident; and
 - (iv) preserving and protecting Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information (including as necessary reverting to any backup or alternative site or taking other action to recover Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information).
- 4 The Supplier must take out and maintain insurance to protect against the risks of a Cyber Incident, and comply with the provisions of clause 10 of Schedule 4 in respect of that insurance.
- 5 The Supplier must ensure that:
 - (a) all subcontracts and other supply chain arrangements, which may allow or cause access to Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information, contain no provisions that are inconsistent with clauses 1, 2, 3 or 4 or 5 of this Item V; and
 - (b) all Personnel and any Subcontractors who have access to Customer Confidential Information, Additional Customer Confidential Information and/or Personal Information comply with clauses 2 and 3 of this Item V.

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA	as represented by The	s22 - Access to edited copies with exempt or trret
-------------------------------	-----------------------	--

, by:

[Insert name of Signatory]	[Signature]

[Insert Signatory's work title]

On:

[Insert date]

In the presence of:

[Insert name of Witness]

[Signature]

SIGNED for and on behalf of THE AUSTRALIAN NATIONAL UNIVERISTY, ABN 52 234 063 906 as represented by The ANU College of Law by:

Professor Sally Wheeler		
[Insert name of Signatory]	[Signature]	

_Dean, ANU College of Law____ [Insert Signatory's work title]

On:

___24/09/2021_____ [Insert date]

In the presence of:

_Wendy Kember_____ [Insert name of Witness]





Accounts Receivable Financial & Business Services Chancelry Building 10C The Australian National University Acton ACT 2601 Australia Phone: 02 6125 8721 Email: financial.shared.services@anu.edu.au

ABN: 52 234 063 906

Tax Invoice

Faculty of Law

 Invoice No.
 498173

 Due Date
 30/04/2023

 Amount Due
 34,498.20 AUD

 Invoice Date
 31/03/2023

 Page
 1 of 1

 Bill Enquiries
 +61 2 6125 8723

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	Int Law GTP Nov 2022	1.00		25,700.00	2,570.00	28,270.00
	Order number - s 47E(d) -Ir Delivery of 2-day course 1st Iteration	nternational Law Course n in November 2022				
2	Int Law GTP Online 2022	1.00		5,662.00	566.20	6,228.20
	Order number - s 47E(d) -Ir Delivery of online course content	nternational Law Course				

SubTotal Ex-GST	31,362.00
Total GST	3,136.20
Total incl. GST	34,498.20
Amount Due	34,498.20 AUD

Payment Instruction

Customer ID: 1044

Invoice No: 498173

Balance Due: 34,498.20 AUD

(MasterCard, Visa, AMEX) Visit <u>http://onestop.anu.edu.au</u>,

> Select **Debtor Invoice**, Enter **498173**

Credit Card



Biller Code: 290544 Ref: 4981734

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

Customer 1044

Provision of International Law Course

	CHANGE ORDER Reference ^s 47E(d)					
s22 - / Nation to the	Access to edited copinal University (ABI terms detailed belo tions of the Official (ding all Attachments) serves to vary the Official Order issued by the es with exempt or irrelevant matter deleted (Agency) to Australian N 52 234 063 906) (Contractor) executed dated 31 May 2022 pursuant w. Unless specifically stated in this Change Order, all Terms and Order continue unaffected.				
ltem	Item Description	Item Detail				
A	Panel Arrangement and Standing Offer Number ID	S22 - Access to edited copies with exempt or irrelevant matter deleted The Services to be performed pursuant to Deed of Standing Offer for the provision of Learning and Development Programs number 00003637 dated 27 February 2017.				
в	Original Official Order ID	s 47E(d) – International Law Course				
С	Change Order ID	s 47E(d)				
D	Agency Contact/ Representative The Agency's contract officer/representative for this contract is: s22 - Access to edited copies with exempt or irrelevant matter delet					
E	Date Changes	Not applicable				
F	Implementation Date	The date this Change Order/Contract is executed.				
G	Services	Services The Contractor will deliver one extra iteration of two-day Introduction to International Law course for the ^{Services} graduate trainees during the Graduate Program in May for a total of three iterations (amended from the original requirement of two iterations) during the term of the contract.				

3-Feb-23 s22 - Access to edited copies with exempt or irrelevant matter deleted

Provision of International Law Course

Η	Fees, Allowances and Costs	Pricing table is updated to include the additional iteration of two-day Introduction to International Law Course. The amount of this amendment is \$19,384.00 inclusive of GST for a maximum total contract value of \$72,347.00 inclusive of GST . Updated pricing table as below.						
		Item Description	2-day Course 1 st iteration	2-day Course 2 nd iteration	2-day Course 3 rd iteration	Online Content	TOTAL	
		Personal	\$24,660	\$16,164	\$16,164	\$5,662	\$62,650	
		Other Costs (Travel)	\$1,040	\$1,040	\$1,040		\$3,120	
		TOTAL	\$25,700	\$17,204	\$17,204	\$5,662	\$65,770	
			10% GST \$6,577					
		Total inclusive of GST \$72,347						
		Please note: the updated prid December 2023 3 rd iterations of	3 for all ANU					

Provision of International Law Course

Please sign this Change Order where indicated below and return a copy to

SIGNED FOR AND ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA by its authorised representative:





Name of Authorised Representative

Date: 03/09/2023

SIGNED FOR AND ON BEHALF OF AUSTRALIAN NATIONAL UNIVERSITY (ABN 52 234 063 906) by its authorised representative:

Signature of Authorised Representative

Prof Anthony Connolly

Name of Authorised Representative



Name of Witness



Kim Szerdahelyi Name of Witness

3-Feb-23

th exempt or irrelevant matter deleted

Page 2 of 3



Accounts Receivable Financial & Business Services Chancelry Building 10C The Australian National University Acton ACT 2601 Australia Phone: 02 6125 8721 Email: financial.shared.services@anu.edu.au

ABN: 52 234 063 906

Tax Invoice

Faculty of Law

 Invoice No.
 499179

 Due Date
 22/06/2023

 Amount Due
 37,848.80 AUD

 Invoice Date
 23/05/2023

 Page
 1 of 1

 Bill Enquiries
 +61 2 6125 8723

Line	Description	Qty	UoM	Unit Amt	Total GST	Total incl. GST
1	Int Law GTP 2nd May 2023	1.00		17,204.00	1,720.40	18,924.40
	Order number - s 47E(d) -International Delivery of 2-day course 2nd Iteration in May 20					
2	Int Law GTP 3rd May 2023	1.00		17,204.00	1,720.40	18,924.40
	Order number - s 47E(d) -International Delivery of 2-day course 3rd Iteration in May 20					

SubTotal Ex-GST	34,408.00
Total GST	3,440.80
Total incl. GST	37,848.80
Amount Due	37,848.80 AUD

Payment Instruction

Customer ID: 1044

Invoice No: 499179

Balance Due: 37,848.80 AUD

Credit Card (MasterCard, Visa, AMEX)

Visit http://onestop.anu.edu.au,

Select **Debtor Invoice**, Enter **499179**



Biller Code: 290544 Ref: 4991790

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

Customer 1044

Provision of International Law Course

CHANGE ORDER Reference s 47E(d)					
s22 - A Nation to the Condit	Access to edited copi nal University (ABI terms detailed belo tions of the Official (ding all Attachments) serves to vary the Official Order issued by the ies with exempt or irrelevant matter deleted (Agency) to Australian N 52 234 063 906) (Contractor) executed dated 31 May 2022 pursuant w. Unless specifically stated in this Change Order, all Terms and Order continue unaffected.			
ltem	Item Description	Item Detail			
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В	Original Official Order ID	s 47E(d) – International Law Course			
С	Change Order ID	s 47E(d)			
D	Agency Contact/	The Agency's contract officer/representative for this contract is:			
	Representative	s22 - Access to edited copies with exempt or irrelevant matter deleted			
E	Date Changes	Not applicable			
F	Implementation Date	The date this Change Order/Contract is executed.			
G	Services	Services			
		The Contractor will deliver one extra iteration of two-day Introduction to International Law course for the Extraction graduate trainees during the Graduate Program in May for a total of three iterations (amended from the original requirement of two iterations) during the term of the contract.			

3-Feb-23 s22 - Access to edited copies with exempt or irrelevant matter deleted Page 2 of 3

Provision of International Law Course

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		TOTAL	\$25,700	\$17,204	\$17,204	\$5,662	\$65,770	
			10% GST \$6,577					
		Total inclusive of GST \$72,347						
		Please note: the updated prid December 2023 3 rd iterations of	3 for all ANU					

Provision of International Law Course

Please sign this Change Order where indicated below and return a copy to s 22(1)(a)

SIGNED FOR AND ON BEHALF OF THE COMMONWEALTH OF AUSTRALIA by its authorised representative:

22 - Access to edited copies with exempt or irrelevant matter deleted

Signature of Authorised Representative

Name of Authorised Representative

Date: 03/09/2023

SIGNED FOR AND ON BEHALF OF AUSTRALIAN NATIONAL UNIVERSITY (ABN 52 234 063 906) by its authorised representative:

Signature of Authorised Representative

Prof Anthony Connolly

Name of Authorised Representative



Name of Witness



Kim Szerdahelyi Name of Witness

ith exempt or irrelevant matter deleted