



Request for Exemption from Tender/Quote Process

Before you start:

- Prior to completing this form please review the [Online Procurement Guide](#). In particular; pages 11-14, 16-18 and 36-37.
- Please also review the [current ANU wide contractual arrangements](#) which are already in place and ready to use.

Completing this form:

- ✓ Please send this completed form, any declared Conflict of Interest forms, the proposed contract (or in the absence of a contract the relevant supplier pricing/quote), and supporting documents to: procurement.office@anu.edu.au
- ✓ Ensure all fields up to and including Part 4 are completed and supporting documents are provided.
- ✓ 462 Delegation approvals for Exemptions differ depending on \$ amount. For part 5 of the form, the Procurement team will delete unnecessary lines during their review process.

Request for Exemption from Tender/Quote Process

RFx Number: <i>(If you do not have the ability to create an RFx # the procurement team will create one for you after you have completed this form)</i>	ANU25-019
Name of Procurement: <i>(Please note that the name of your procurement should describe what you are procuring, it should not include a supplier name)</i>	Renew ANU Consultancy Support

Part 1: Requestor information

First Name:	Will	Last Name:	Thompson
Position Title:	Transformation Director	Uni ID:	647F - Public Interest Condit
College:	Choose an item.	Portfolio:	Choose an item.

Financial Delegate (220)

Name:	Jonathan Churchill	Position Title:	Chief Operating Officer
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Part 2: Background Information

2.1 - Cost in AUD: <i>(GST exclusive)</i>	\$1,000,000
2.2 – Please indicate if this cost is confirmed or estimated: <i>(Please note if the estimated price varies by more than 10% of contracted \$ amount please get in touch with the procurement team to see if this form should be resubmitted.)</i>	Confirmed <input type="checkbox"/> Estimated <input checked="" type="checkbox"/>
2.3 – Total Length of contract/engagement: <i>(Include options i.e. 2 years plus 1 year option):</i>	6 months plus 6 months extension option
2.4 - Intended contract start date:	01/03/2025
2.5 - Intended contract end date:	01/09/2025
2.6 - Contract type:	ANU Purchase Order Terms
2.7 If 'Other' was selected above, please provide details:	
2.8 – Contract provided or reviewed by ANU legal office: Legal.Office@anu.edu.au <i>(For any exemption over \$50k)</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Part 3: Procurement details & approach

3.1 - Statement of Requirements (SOR):

(Explain in detail exactly what you need. This should be very clear and as detailed as possible. Would someone with no prior knowledge of the ANU or your areas operations/requirements be able to understand what you would like to procure?)

In Q4 2024, ANU engaged a consultancy to support this work (Nous Group) via an approved exemption. The initial phase of the work was successful, and the incumbent consultant has provided significant value to ANU. A requirement for further support has been identified and the proposed course of action is to run a closed tender to test the market and ensure that ANU identifies the most effective and cost-efficient vendor to provide the support needed.

The agreed approach with ANU Procurement is to run an RFQ exercise to three selected vendors, including the incumbent (Nous Group). All three vendors will be established strategic consultants who have prior experience working with ANU.

The purpose of this exemption is to approve approaching the market via a closed RFQ rather than an open tender. The justification for this is the unique focus of the services required and the need to partner with a known consultancy who has worked with ANU extensively in the past.

The proposed RFQ process would approach 3 vendors:

- Deloitte
- Nous Group
- KPMG

3.2 – Legal Entity name, ABN or DUNS number, and address of preferred/recommended supplier(s):

Preferred supplier to be determined following the evaluation of the closed RFQ process.

3.3 - If this exemption is to extend an existing service, goods or works, please also include the procurement history:

(Along with relevant signed documents (i.e. exemption form, evaluation report and RFx #) from the last approach to market)

Exemption is not to extend an incumbent vendor – it is to approve approaching the market via a closed RFQ, rather than an open RFT, for the reasons explained above.

3.4 - Have all team members involved in this purchase filled out their [Conflict of Interest Declaration form](#) ? If no, why?

Yes ☒
No ☐

3.5 - Were there any conflicts declared that have not been resolved? *(If any declarations are made, please send to Procurement.Office@anu.edu.au prior to submitting this exemption form.)*

Yes ☐
No ☒

Part 4: Exemption justification

4.1 - Exemption justification:

Niche market or sole supplier market

4.2 - Please provide summary of justification for Exemption:





(For example, why you cannot approach the market, if this exemption is not approved what will happen, etc)

Renew ANU requires targeted consultancy services to support the following outcomes:

- Provision of detailed data analysis of our existing employee base and cross referencing of efficiency and effectiveness levels of services provided across the University
- Industry benchmarking against other Higher Education providers (notably the Group of 8) through a universal dataset e.g. UniForum
- Support around designing future state operating models to enable the objectives of Renew ANU – notably improving service effectiveness and leveraging efficiency gains to contribute towards financial sustainability

- Supporting leadership and staff through the organisational change journey to deliver a new operating model and service catalogue

Due to the niche nature of these services and the need for the successful vendor to have an existing understanding of ANU's business model, the proposal is to run a closed RFQ with 3 vendors who have worked extensively with the University in the past.

Part 5: Endorsement & Approval			
Procurement Team Review			
Reviewed <input checked="" type="checkbox"/>			
Name:	Jess Price	Position:	Service Delivery Manager
Signature:		Date:	29/1/2025 11:58 AM AEDT
Division/College 220 Financial Delegate Endorsement			
Endorsed <input checked="" type="checkbox"/> Not Endorsed <input type="checkbox"/>			
I endorse the Exemption from Tender for this purchase, the process of which is undertaken with due care and diligence, in good faith and for proper purpose, as required under the <u>Public Governance, Performance and Accountability Act 2013</u> and the ANU Procurement Policy.			
Name:	Jonathan Churchill	Position:	
Signature:		Date:	29/1/2025 4:52 PM AEDT
Comments:			
Associate Director, Procurement and Contracts (approval up to \$100k)			
Name:	David Moran	Approved <input checked="" type="checkbox"/> Not Approved <input type="checkbox"/>	
Signature:			
Date:	30/1/2025 8:21 AM AEDT		
Comments:			
Approved, noting the existing work undertaken and the absence of competition created by the body of organisational familiarity required.			
Director, Commercial Management & Procurement (approval: \$100k-\$250k)			
Name:	Si Kayser	Approved <input checked="" type="checkbox"/> Not Approved <input type="checkbox"/>	
Signature:			
Date:	3/2/2025 6:38 AM AEDT		
Comments:			
Chief Financial Officer (approval: \$250k-\$2m)			
Name:	Michael Lonergan	Approved <input checked="" type="checkbox"/>	Not Approved <input type="checkbox"/>

Signature:	<div>477 - Public Interest Conditional Exemptions - Person</div>		
Date:	3/2/2025 12:27 PM AEDT		
Comments:			
Chief Operations Officer (approval: \$2m-\$5m)			
Name:		Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
Signature:			
Date:			
Comments:			
Vice Chancellor (approval: \$5m-\$10m)			
Name:		Approved <input type="checkbox"/>	Not Approved <input type="checkbox"/>
Signature:			
Date:			
Comments:			



**Australian
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Memo - VC pre-approval for Consultancy Services

ANU25-019

SUBJECT 467 Financial Delegation Approval to approach the market for Consultancy over \$50,000

TO Professor Genevieve Bell, Vice-Chancellor and President

THROUGH Jonathan Churchill, Interim Chief Operating Officer
Si Kayser, Director Commercial Management & Procurement

FROM Business Unit 220 Jonathan Churchill, Chief Operations Officer

CC Michael Lonergan, Chief Financial Officer
David Moran, Associate Director Procurement and Contracts

DATE 24/01/2025

Dear Vice -Chancellor,

You have requested to approve all consultancy related procurements over \$50,000 (GST exclusive) before engaging the market under Financial Delegation 467.

Purpose

To seek your approval to approach the market to engage a consultancy for the provision of strategic and corporate advisory services. The consultancy will provide strategic and delivery support for the Renew ANU initiative, notably around organisational design and implementation.

In Q4 2024, ANU engaged a consultancy to support this work (Nous Group) via an approved exemption. The initial phase of the work was successful, and the incumbent consultant has provided significant value to ANU. A requirement for further support has been identified and the proposed course of action is to run a closed tender to test the market and ensure that ANU identifies the most effective and cost-efficient vendor to provide the support needed.

The agreed approach with ANU Procurement is to run an RFQ exercise to three selected vendors, including the incumbent (Nous Group). All three vendors will be established strategic consultants who have prior experience working with ANU.

Requirement for Consultancy

The works to be undertaken are specialised and strategic in nature. The resources to perform the required activities in the given timeframe do not exist within the ANU community.

It is proposed to engage the supplier directly, subject to performance and satisfaction with the service by the supplier. The maximum budget available for this engagement is \$1,000,000 (GST exclusive) for a period of 6 months, with a 6-month extension option made available through the contract, to be exercised if ANU identifies a need for further support.

To minimise any risk for the University, stage gates will be applied to the contract to formally review resourcing and professional fees at 2-week intervals to identify if increased or reduced resources are required. It is expected the actual cost will be significantly lower than the upper end estimate.

Recommendation

It is recommended that you approve this memo applying your Financial Delegation 467 to approach the market to engage a consultant.

Future approvals of this process will be signed by the appropriate Financial Delegate and only forwarded to you for approval should the value increase by 10% or greater.

Sincerely,
Will Thompson

<div><div><input checked="" type="checkbox"/> Endorsed</div><div><input type="checkbox"/> Not Endorsed</div></div> <div><div><div>647F - Public Interest Conditional Exemption</div><div></div></div><div>Name: Si Kayser</div><div>Title: Director Commercial Management & Procurement</div><div>Date: 26/1/2025 4:57 PM AEDT</div><div>Comments:</div></div>	
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<div><div><input checked="" type="checkbox"/> Endorsed</div><div><input type="checkbox"/> Not Endorsed</div></div> <div><div><div>647F - Public Interest Conditional Exemption</div><div></div></div><div>Name: Jonathan Churchill</div><div>Title: Chief Operating Officer</div><div>Date: 28/1/2025 10:26 AM AEDT</div><div>Comments:</div></div>	<div><div><input checked="" type="checkbox"/> Approved</div><div><input type="checkbox"/> Not Approved</div></div> <div><div><div>647F - Public Interest Conditional Exemption</div><div></div></div><div>Name: Professor Genevieve Bell</div><div>Title Vice-Chancellor and President</div><div>Date: 24/2/2025 3:03 PM AEDT</div><div>Comments:</div></div>
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University Procurement and Contracts Office (UPCO)

procurement.office@anu.edu.au

Request for Exemption from Tender/Quote Process

RFx Number: <i>(If you do not have the ability to create an RFx # the procurement team will create one for you after you have completed this form)</i>	ANU24-297
Name of Procurement: <i>(Please note that the name of your procurement should describe what you are procuring, it should not include a supplier name)</i>	Strategic Change Support

Part 1: Requestor information			
First Name:	Anne	Last Name:	Quiggin
Position Title:	Strategic Change Support	Uni ID:	647F - Public Interest Conditional
College:	Choose an item.	Portfolio :	Admin Portfolio - COO
Financial Delegate (220)			
Name:	Jonathan Churchill	Position Title:	COO

Part 2: Background Information	
2.1 - Cost in AUD: <i>(GST exclusive)</i>	\$ 837,000
2.2 – Please indicate if this cost is confirmed or estimated:	Confirmed <input type="checkbox"/> Estimated <input checked="" type="checkbox"/>
2.3 – Total Length of contract/engagement: <i>(Include options i.e. 2 years plus 1 year option):</i>	12 weeks with stage gates every 2 weeks.
2.4 - Intended contract start date:	ASAP September 2024
2.5 - Intended contract end date:	11 December 2024
2.6 - Contract type:	ANU Legal Precedent from ULO
2.7 If 'Other' was selected above, please provide details:	
2.8 – Contract provided or reviewed by ANU legal office: Legal.Office@anu.edu.au <i>(For any exemption over \$50k)</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Part 3: Procurement details & approach

3.1 - Statement of Requirements (SOR):

Identified Need

Due to ongoing financial pressures, the organisation has implemented stricter controls on recruitment and non-salary expenses. To further stabilise its financial position, the organisation has identified specific areas that could benefit from redesign, process optimisation, or technological enhancement. A group has been established to lead this initiative, with a focus on developing a practical plan for achieving cost reductions.

To help guide this group, ANU is seeking a qualified consultancy firm to provide strategic advisory services to support Senior Executives tasked with identifying and implementing cost reduction measures across various areas of the organisation. The consultancy firm will be required to provide a range of services to support the group's efforts in developing and implementing a cost reduction strategy. They will be responsible for delivering an objective and comprehensive approach to evaluating cost-saving opportunities, ensuring these measures are both effective and aligned with the organisation's commitment to sustainable operations. The supplier proposal is at Attachment A.

The Services

The service provider shall be required to work in partnership with ANU Staff to co deliver this highly confidential and strategic work. These services will include, but are not limited to:

Critical Evaluation and Planning Support:

- Work collaboratively with the group to assess key areas identified for cost reduction.
- Facilitate the critical evaluation of current processes and resource allocations to identify opportunities for efficiencies and cost savings.
- Provide objective analysis and data-driven insights to support the development of a comprehensive cost reduction plan that aligns with the organisation's long-term sustainability goals.
- Ensure that proposals and plans are robust, well-documented, and presented in a manner that is accessible to all relevant stakeholders.
- Lead and facilitate consultations to gather feedback and address concerns as part of the planning process.
- Document the outcomes of these consultations, highlighting key issues raised and providing clear recommendations for addressing them.
- Develop a detailed implementation paper that addresses any issues raised during consultations and provides a clear roadmap for moving forward, including timelines, responsibilities, and communication strategies.

This work will be separate to the work being carried out by the Non-salary Taskforce which is reviewing specific areas of non-salary spend across the University.

Timeframes and Governance

The Supplier will work with the Chief Operating Officer (COO), Provost, ANU Transition Lead and Senior Executives. The consultancy team will report directly to the COO and Provost on work in progress, outcomes, and any deviations to plans. Weekly meetings will ensure the group stays

on track and within scope of the required work product. A stage gate will be in place every two weeks to confirm the future fortnight of work to be approached and agree on the required resources.

Cost and Fees

The Supplier has provided 3 options on page 12 of their proposal, and the ANU has elected the second option being the Collaborative approach. The estimated time required will be 12 weeks of work totalling a maximum possible spend of \$837,000 (GST Exclusive).

VC Consultancy Approval

The VC has approved for the engagement of the Supplier via 467 Financial Delegation – Approval for Consultancy over \$50,000. A copy of the signed memo is at Attachment B.

3.2 – Legal Entity name, ABN or DUNS number, and address of preferred/recommended supplier(s):

NOUS GROUP PTY. LTD. (ABN 66 086 210 344)

3.3 - If this exemption is to extend an existing service, goods or works, please also include the procurement history:

(Along with relevant signed documents (i.e. exemption form, evaluation report and RFx #) from the last approach to market)

NA

3.4 - Have all team members involved in this purchase filled out their Conflict of Interest Declaration form? If no, why?

Yes ☒
No ☐




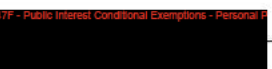
3.5 - Were there any conflicts declared that have not been resolved? *(If any declarations are made, please send to Procurement.Office@anu.edu.au prior to submitting this exemption form.)*

Yes ☐
No ☒

Part 4: Exemption justification	
4.1 - Exemption justification:	Niche market or sole supplier market
4.2 - Please provide summary of justification for Exemption:	

Due to the highly sensitive nature of the review and advice required, and the confidential nature of the subject, the COO Office has sought a Supplier who has worked with us before, is aware of our structures, and will be able to start working with minimal instruction. Their deep understanding of our organisational context, previous successful engagements (earlier this year and through UniForum), and expertise in similar projects make them uniquely positioned to deliver the required services effectively.

The proposed provider has a demonstrated track record in delivering strategic change consultancy services that are directly aligned with our organisation's specific needs. Engaging a new provider would require extensive onboarding and orientation, which would delay the project's commencement and reduce the effectiveness of the outcomes and is a risk to keeping the nature and aim of the Services confidential.

Part 5: Endorsement & Approval			
Procurement Team Review			
Reviewed <input checked="" type="checkbox"/>			
Name:	Rebecca Farquhar	Position:	Procurement Manager, UPCO, F&BS
Signature:		Date:	6/9/2024 6:34 PM AEST
Comments:			
Division/College 220 Financial Delegate Endorsement			
Endorsed <input checked="" type="checkbox"/> Not Endorsed <input type="checkbox"/>			
I endorse the Exemption from Tender for this purchase, the process of which is undertaken with due care and diligence, in good faith and for proper purpose, as required under the <u>Public Governance, Performance and Accountability Act 2013</u> and the ANU Procurement Policy.			
Name:	Jonathan Churchill	Position:	Chief Operating Officer
Signature:		Date:	6/9/2024 6:56 PM AEST
Comments:			
Cost will be managed through fortnightly stage gates, and is expected to be significantly less than maximum estimate			
Director, Commercial Management & Procurement (approval: \$100k-\$250k)			
Name:	Si Kayser	Approved <input checked="" type="checkbox"/> Not Approved <input type="checkbox"/>	
Signature:			
Comments:			
Approved			
Chief Financial Officer (approval: \$250k-\$2m)			
Name:	Michael Lonergan	Approved <input checked="" type="checkbox"/> Not Approved <input type="checkbox"/>	
Signature:			
Comments:			
Endorsed			



**Australian
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MEMO

VC pre-approval for Consultancy Services

SUBJECT ANU24-297 – 467 Financial Delegation Approval to approach the market for Consultancy over \$50,000

TO Professor Genevieve Bell, Vice-Chancellor and President

THROUGH Si Kayser, Director Commercial Management & Procurement

FROM Jonathan Churchill, Chief Operating Officer

DATE 6 September 2024

Purpose

To seek your approval under 467 Financial Delegation Approval to engage a supplier to deliver Consultancy services valued over \$50,000. This request seeks to engage Nous Group Pty Ltd to provide strategic advisory services through an exemption from the standard market approach.

Statement of Requirements

ANU is seeking a qualified consultancy firm to provide strategic advisory services to support Senior Executives tasked with identifying and implementing cost reduction measures across various areas of the organisation. The proposed provider will be engaged via a sole supplier exemption request and will be responsible for delivering an objective and comprehensive approach to evaluating cost-saving opportunities, ensuring these measures are both effective and aligned with the organisation's commitment to sustainable operations.

Due to ongoing financial pressures, the organisation has implemented stricter controls on recruitment and non-salary expenses. To further stabilise its financial position, the organisation has identified specific areas that could benefit from restructuring, process optimisation, or technological enhancement. A group has been established to lead this initiative, with a focus on developing a practical plan for achieving cost reductions.

The consultancy firm will be engaged to provide a range of services to support the University's efforts in developing and implementing a cost reduction strategy. The consultant would be required to work in partnership with ANU Staff to co deliver this work. These services will include but are not limited to critical evaluation and planning support. An exemption request is ready pending your approval to engage consulting services.

Cost and governance

It is proposed that Nous Group Pty Ltd be engaged via an Exemption request due to the sensitive nature of the Services and subject. Nous Group provided three options for the structure and approach to deliver the services being:

1. Lead - Nous' team takes the lead, incorporating ANU team members input as required over 33 days at a cost of \$93,500 per week
2. Collaborative - Nous and ANU team work together, pairing and sharing tasks and delivery so that tasks are co-owned to create shared value and learn from each other over a period of 26 days at a cost of \$69,750; or
3. Support - The ANU team leads with Nous providing additional capacity if needed. If not directly involved, the Nous team can provide coaching and support over a period of 16 days at a cost of \$39,150.

The University proposes the second option being the Collaborative approach and seeks your approval for the maximum cost of \$837,000 (GST Exclusive). Pending your approval and the subsequent 462 Exemption Delegate approval from the Chief Financial Officer, the Supplier will be engaged via the University's Consultancy Services precedent agreement and commence services as soon as possible.

Requirement for Consultancy

The work to be undertaken are specialised and strategic in nature. The resources to perform the required activities in the given timeframe do not exist within the ANU community.

It is proposed to engage the supplier directly, subject to performance and satisfaction with the service by the supplier. The maximum budget available for this engagement is \$837,000 (GST exclusive) for a period of 3 months,

To minimise any risk for the University, stage gates will be applied to the contract to formally review resourcing and professional fees at 2-week intervals to identify if increased or reduced resources are required. It is expected the actual cost will be significantly lower than the upper end estimate.

Recommendation

It is recommended that you approve this memo applying to your Financial Delegation 467 to engage Nous Group Pty Ltd through an exemption from the standard market approach.

<p>Requestor Name: Jonathan Churchill</p> <p>Title: Chief Operating Officer</p> <p>Date: 6/9/2024 4:55 PM AEST</p> <p>Comments: Actual costs will be carefully managed through the 2-week stage gate process, and are expected to be significantly lower than the maximum specified</p>	
<p><input checked="" type="checkbox"/> Endorsed</p> <p><input type="checkbox"/> Not Endorsed</p> <p>Name: Si Kayser</p> <p>Title: Director Commercial Management & Procurement</p> <p>Date: 6/9/2024 5:25 PM AEST</p> <p>Comments: Endorsed</p>	<p><input checked="" type="checkbox"/> Endorsed</p> <p><input type="checkbox"/> Not Endorsed</p> <p>Name: Michael Lonergan</p> <p>Title: Chief Financial Officer</p> <p>Date: 6/9/2024 6:08 PM AEST</p> <p>Comments: Endorsed</p>
<p><input checked="" type="checkbox"/> Approved</p> <p><input type="checkbox"/> Not Approved</p> <p>Name: Professor Genevieve Bell</p> <p>Title: Vice-Chancellor and President</p> <p>Date: 6/9/2024 6:15 PM AEST</p> <p>Comments: endorsed</p>	

Subject: RE: Contact form submission from Nous Group website
Date: Thursday 18 January 2024 at 15:41:00 Australian Eastern Daylight Time
From: Phillip Tweedie
To: [REDACTED]
CC: [REDACTED]
Attachments: image001.png

Hi [REDACTED]

That is perfect. I can arrange a meeting room at the Chancelry Building on ANU campus if the team would like to visit us in person.

Otherwise I am happy to call via Teams/Zoom etc. Whatever is your preference.

Regards,

Phillip

--

Phillip Tweedie

Senior Advisor
Office of the Chief Operating Officer
Building 7, Level 4
The Australian National University

T: +61 2 6125 3329

W www.anu.edu.au

CRICOS Provider 00120C | ABN: 52 234 063 906

The Australian National University acknowledges, celebrates and pays our respects to the Ngunnawal and Ngambri people of the Canberra region and to all First Nations Australians on whose traditional lands we meet and work, and whose cultures are among the oldest continuing cultures in human history.

From: [REDACTED]
Sent: Thursday, January 18, 2024 3:08 PM
To: Phillip Tweedie <phillip.tweedie@anu.edu.au>
CC: [REDACTED]
Subject: RE: Contact form submission from Nous Group website

You don't often get email from [REDACTED] [Learn why this is important](#)

Perfect! Thank you Phillip!
How does Tuesday at 1:30pm sound?
Please also let me know your most convenient location, thank you!

Kind Regards,
[REDACTED]

Nous Group | Executive & Project Assistant

d: [REDACTED] | w: www.nousgroup.com

From: Phillip Tweedie <phillip.tweedie@anu.edu.au>

Sent: Thursday, January 18, 2024 2:36 PM

To: s47F - Public Interest Conditional Exemptions - Personal Privacy

Cc: [REDACTED]

<[REDACTED]>

Subject: RE: Contact form submission from Nous Group website

EXTERNAL: This email came from outside Nous. Do not click links or open attachments unless you know this sender and are expecting this correspondence.

Hi [REDACTED],

Monday or Tuesday would be fantastic with a preference for the afternoon if possible.

Regards,

Phillip

--

Phillip Tweedie

Senior Advisor

Office of the Chief Operating Officer

Building 7, Level 4

The Australian National University

T: +61 2 6125 3329

W www.anu.edu.au

CRICOS Provider 00120C | ABN: 52 234 063 906

The Australian National University acknowledges, celebrates and pays our respects to the Ngunnawal and Ngambri people of the Canberra region and to all First Nations Australians on whose traditional lands we meet and work, and whose cultures are among the oldest continuing cultures in human history.

From: s47F - Public Interest Conditional Exemptions - Personal Privacy

Sent: Thursday, January 18, 2024 12:12 PM

To: Phillip Tweedie <phillip.tweedie@anu.edu.au>

Cc: s47F - Public Interest Conditional Exemptions - Personal Privacy

Subject: FW: Contact form submission from Nous Group website

Importance: High

You don't often get email from [REDACTED] [Learn why this is important](#)

Good Afternoon Phillip,

Thank you for contacting us.

s47F - Public Interest Conditional Exemptions - Personal Privacy

(both Principals in Nous) would love to meet you in person to discuss.

Would you be available next Monday or Tuesday?

Thank you.

Kind Regards,

s47F - Public Interest Conditional Exemptions - Personal

Nous Group | Executive & Project Assistant

d: s47F - Public Interest Conditional Exemptions | **w:** www.nousgroup.com

From: Nous Client Relationships Team <Clients@nousgroup.com>

Sent: Wednesday, January 17, 2024 12:02 PM

To: phillip.tweedie@anu.edu.au

Subject: RE: Contact form submission from Nous Group website

Importance: High

Hi Phillip,

Thank you for your enquiry. The best person for you to speak to would be s47F - Public Interest Conditional Exemptions who is based in our Canberra office s47F - Public Interest Conditional Exemptions is out of the office today but would be happy to speak to you later this week or early next.

I'll pass your info onto his EA who will be in contact with you directly to set up a time to discuss your enquiry further.

Many thanks,

s47F - Public Interest Conditional Exemptions

s47F - Public Interest Conditional Exemptions - Personal

Client Development Coordinator

d: s47F - Public Interest Conditional Exemptions | **m:** s47F - Public Interest Conditional Exemptions | **w:** www.nousgroup.com

****My work days are Tuesday**

From: Info <info@nousgroup.com.au>

Sent: Wednesday, January 17, 2024 11:37 AM

To: Nous Client Relationships Team <Clients@nousgroup.com>

Subject: FW: Contact form submission from Nous Group website

Importance: High

From: B2BMA Integration <b2bmaintenance@00d90000000bpwveaq.ext>

Sent: Wednesday, January 17, 2024 10:50 AM

To: Info <info@nousgroup.com.au>

Subject: Contact form submission from Nous Group website

EXTERNAL: This email came from outside Nous. Do not click links or open attachments unless you know this sender and are expecting this correspondence.

Contact form submission from Nous Group website:

First name: Phillip

Last name: Tweedie

Email: phillip.tweedie@anu.edu.au

Phone: 02 6125 3308

Type of enquiry: Consulting enquiry

Message:

Good Afternoon, The ANU is keen to commission some competitive benchmarking and strategic research analysis of the Australian HE Sector generally and some key competitors specifically. Would it be possible to line up a conversation at some point in the next week to discuss the frame of work and receive a written quote from yourselves? Regards, Phillip -- Phillip Tweedie Senior Advisor Office of the Chief Operating Officer Australian National University

I acknowledge the Traditional Custodians of the land I work on as the First People of this country and pay my respects to their Elders past, present and future in maintaining the culture, country and their spiritual connection to the land.

Nous Group | A bigger idea of success

Nous Group is an international management consultancy operating across Australia, New Zealand, the UK, Ireland and Canada.

We are inspired and determined to improve people's lives in significant ways. When our strengths complement yours and we think big together, we can transform businesses, governments, and communities. We realise [a bigger idea of success](#).

The information contained in this email message may be confidential and must be treated in the strictest confidence. If you are not the intended recipient, any use, disclosure, copying or retention of this document is unauthorized. If you have received this document in error, please delete and contact the sender immediately.

I acknowledge the Traditional Custodians of the land I work on as the First People of this country and pay my respects to their Elders past, present and future in maintaining the culture, country and their spiritual connection to the land.

Nous Group | A bigger idea of success

Nous Group is an international management consultancy operating across Australia, New Zealand, the UK, Ireland and Canada.

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Subject: RE: Nous Group | Strategic research analysis of the Australian HE Sector
Date: Monday 18 March 2024 at 16:05:10 Australian Eastern Daylight Time
From: [REDACTED]
To: Phillip Tweedie
CC: [REDACTED]
Attachments: image001.png, 0.png

Hi Phillip, happy to do via DocuSign.

Nous Group | Principal
d: [REDACTED] **m:** [REDACTED] **w:** www.nousgroup.com

From: Phillip Tweedie <phillip.tweedie@anu.edu.au>
Sent: Monday, March 18, 2024 1:50 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Nous Group | Strategic research analysis of the Australian HE Sector

EXTERNAL: This email came from outside Nous. Do not click links or open attachments unless you know this sender and are expecting this correspondence.

Good Afternoon [REDACTED]

No worries from my side on the contract, let me quickly run things past Chris. Would you be happy with DocuSign for sign off/witness by yourselves?

In which case I will send it through after I have a chance to chat with Chris about it.

Thanks,

Phillip

--

Phillip Tweedie

Senior Advisor
Office of the Chief Operating Officer
Building 7, Level 4
The Australian National University

T: +61 2 6125 3329

W www.anu.edu.au

CRICOS Provider 00120C | ABN: 52 234 063 906

The Australian National University acknowledges, celebrates and pays our respects to the Ngunnawal and Ngambri people of the Canberra region and to all First Nations Australians on whose traditional lands we meet and work, and whose cultures are among the oldest continuing cultures in human history.

From: s47F - Public Interest Conditional Exemptions - Personal Privacy
Sent: Friday, March 15, 2024 5:24 PM
To: Phillip Tweedie <phillip.tweedie@anu.edu.au>
Cc: s47F - Public Interest Conditional Exemptions - Personal Privacy
Subject: RE: Nous Group | Strategic research analysis of the Australian HE Sector

Thanks Phillip, happy with the standard terms and payment conditions.

I have made the following amendments to the deliverables, dates and milestones for your review:

1. Schedule 1: Updated Initial Term to 30th May so that we don't have to amend if we need to reschedule a meeting or do some final work.
2. Schedule 1: Updated my name and contact details for the Contract Manager and Address for Notices.
3. Schedule 2: Split the milestones into two equal invoices, one at the start of the project, and one at the end.

If you're happy with those minor changes, please let me know and I'll sign and date and get s47F - Public Int to do the same.

Also, I'm including s47F - Public Interest C who supports me, and will be able to book in the sessions when the time is right.

Cheers,

s47F - Public Int

s47F - Public Interest Conditional Ex

Nous Group | Principal
d: s47F - Public Interest Conditional Exemptions | m: s47F - Public Interest Conditional Exemptions | w: www.nousgroup.com

From: Phillip Tweedie <phillip.tweedie@anu.edu.au>
Sent: Friday, March 15, 2024 3:45 PM
To: s47F - Public Interest Conditional Exemptions - Personal Privacy
Cc: s47F - Public Interest Conditional Exemptions - Personal Privacy
Subject: RE: Nous Group | Strategic research analysis of the Australian HE Sector

EXTERNAL: This email came from outside Nous. Do not click links or open attachments unless you know this sender and are expecting this correspondence.

Good Afternoon s47F - Public Int

A draft consultancy agreement for your review. This is the standard ANU agreement and utilising the deliverables from your proposal.

Let me know if you have any queries or concerns with any of the standard terms.

Have a lovely weekend.

Thanks,

Phillip

From: s47F - Public Interest Conditional Exemptions - Personal Privacy
Sent: Thursday, March 14, 2024 3:48 PM
To: Phillip Tweedie <phillip.tweedie@anu.edu.au>
Cc: s47F - Public Interest Conditional Exemptions - Personal Privacy
Subject: RE: Nous Group | Strategic research analysis of the Australian HE Sector

You don't often get email from s47F - Public Interest Conditional Exemptions - Personal Privacy. [Learn why this is important](#)

Hi Phillip, and I hope your return to Ireland was productive and your time with family was valuable.

That's fabulous news that we will proceed with that work. And we'd be happy to share our thinking around good practice in margins as part of the work. It's a critical part of the puzzle and something many universities do poorly or don't do at all.

Look forward to getting the contract sorted, and we can talk more about scope and focus in the kickoff meeting.

Thanks,

Nous Group | Principal
d: s47F - Public Interest Conditional Exemptions - Personal Privacy m: s47F - Public Interest Conditional Exemptions - Personal Privacy w: www.nousgroup.com

From: Phillip Tweedie <phillip.tweedie@anu.edu.au>
Sent: Thursday, March 14, 2024 3:23 PM
To: s47F - Public Interest Conditional Exemptions - Personal Privacy
Cc: s47F - Public Interest Conditional Exemptions - Personal Privacy
Subject: RE: Nous Group | Strategic research analysis of the Australian HE Sector

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Good Afternoon s47F - Public Interest Conditional Exemptions - Personal Privacy

Firstly, let me apologise for the huge delay in my response. I unexpectedly returned to Ireland at very short notice to deal with a family emergency shortly after our last conversation. I am back in Canberra now and can only apologise that our office has not yet been in touch.

I am delighted to let you know that we are very keen on proceeding with Nous for this piece of work.

One additional piece of feedback that we can discuss at a kick off meeting would be a slightly sharper focus on the question of "how does the sector achieve margin in its activities?"

I will be in touch shortly with our standard consultancy template, I'm just awaiting an updated copy from our legal team.

It was great to meet you and I'm looking forward to working with you in future.

Cheers,

Phillip

--

Phillip Tweedie

Senior Advisor

Office of the Chief Operating Officer

Building 7, Level 4

The Australian National University

T: +61 2 6125 3329

W www.anu.edu.au

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From: s47F - Public Interest Conditional Exemptions - Personal Privacy
Sent: Wednesday, January 31, 2024 2:58 PM
To: Phillip Tweedie <phillip.tweedie@anu.edu.au>
Cc: s47F - Public Interest Conditional Exemptions - Personal Privacy
Subject: Nous Group | Strategic research analysis of the Australian HE Sector

You don't often get email from

[Learn why this is important](#)

Hi Phillip,

It was lovely to meet you on campus last week to discuss this exciting project. We're delighted to provide our proposal to build a deeper understanding of how the sector behaves and how ANU situates itself within that evolving landscape.

Please do not hesitate to call to discuss any modifications or feedback – we are happy to iterate to meet your needs. And we appreciate the opportunity to work with you, Professor Bell, and Chris on this important piece of work.

Talk soon,

s47F - Public Interest Conditional Exemptions - Personal Privacy
s47F - Public Interest Conditional Exemptions - Personal Privacy
I Principal

d: s47F - Public Interest Conditional Exemptions - Personal Privacy m: s47F - Public Interest Conditional Exemptions - Personal Privacy | w: www.nousgroup.com

From: Phillip Tweedie <phillip.tweedie@anu.edu.au>
Sent: Thursday, January 18, 2024 2:36 PM
To: s47F - Public Interest Conditional Exemptions - Personal Privacy
Cc: s47F - Public Interest Conditional Exemptions - Personal Privacy
Subject: RE: Contact form submission from Nous Group website

EXTERNAL: This email came from outside Nous. Do not click links or open attachments unless you know this sender and are expecting this correspondence.

Hi [REDACTED]

Monday or Tuesday would be fantastic with a preference for the afternoon if possible.

Regards,

Phillip

--

Phillip Tweedie

Senior Advisor
Office of the Chief Operating Officer
Building 7, Level 4
The Australian National University

T: +61 2 6125 3329

W www.anu.edu.au

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From: s47F - Public Interest Conditional Exemptions - Personal Privacy
Sent: Thursday, January 18, 2024 12:12 PM
To: Phillip Tweedie <phillip.tweedie@anu.edu.au>
Cc: s47F - Public Interest Conditional Exemptions - Personal Privacy
Subject: FW: Contact form submission from Nous Group website
Importance: High

You don't often get email from [REDACTED] [Learn why this is important](#)

Good Afternoon Phillip,

Thank you for contacting us.

[REDACTED] (both Principals in Nous) would love to meet you in person to discuss.
Would you be available next Monday or Tuesday?

Thank you.

Kind Regards,

Nous Group | Executive & Project Assistant

d: [REDACTED] | **w:** www.nousgroup.com

From: Nous Client Relationships Team <Clients@nousgroup.com>
Sent: Wednesday, January 17, 2024 12:02 PM
To: phillip.tweedie@anu.edu.au
Subject: RE: Contact form submission from Nous Group website
Importance: High

Hi Phillip,

Thank you for your enquiry. The best person for you to speak to would be [REDACTED] who is based in our Canberra office. [REDACTED] is out of the office today but would be happy to speak to you later this week or early next.

I'll pass your info onto his EA who will be in contact with you directly to set up a time to discuss your enquiry further.

Many thanks,

[REDACTED]

[REDACTED] - Public Interest Conditional Exemptions - Perso

Nous Group | Client Development Coordinator

d: [REDACTED] | m: [REDACTED] | w: www.nousgroup.com

****My work days are Tuesday – Thursday****

From: Info <info@nousgroup.com.au>
Sent: Wednesday, January 17, 2024 11:37 AM
To: Nous Client Relationships Team <Clients@nousgroup.com>
Subject: FW: Contact form submission from Nous Group website
Importance: High

From: B2BMA Integration <b2bmaintenance@00d90000000bpwveaq.ext>
Sent: Wednesday, January 17, 2024 10:50 AM
To: Info <info@nousgroup.com.au>
Subject: Contact form submission from Nous Group website

EXTERNAL: This email came from outside Nous. Do not click links or open attachments unless you know this sender and are expecting this correspondence.

Contact form submission from Nous Group website:

First name: Phillip

Last name: Tweedie

Email: phillip.tweedie@anu.edu.au

Phone: 02 6125 3308

Type of enquiry: Consulting enquiry

Message:

Good Afternoon, The ANU is keen to commission some competitive benchmarking and strategic research analysis of the Australian HE Sector generally and some key competitors specifically. Would it be possible to line up a conversation at some point in the next week to discuss the frame of work and receive a written quote from yourselves? Regards, Phillip -- Phillip Tweedie Senior Advisor Office of the Chief Operating Officer Australian National University

I acknowledge the Traditional Custodians of the land I work on as the First People of this country and pay my respects to their Elders past, present and future in maintaining the culture, country and their spiritual connection to the land.

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Subject: RE: FOR APPROVAL: Higher Education Competitive Analysis
Date: Thursday 25 January 2024 at 16:32:00 Australian Eastern Daylight Time
From: Phillip Tweedie
To: Chief Operating Officer

Just FYI –

I have now met with NOUS, Wells Advisory and KPMG to provide a broad outline of the work and the intended outcome (to the best of my understanding).

I have asked each consultant to provide me with a two page outline of how they would approach the work in a way that would provide the ANU with the most value along with an indicative cost.

They have been asked (and they have all agreed) to provide this next week.

Thanks,

Phillip

From: Chief Operating Officer <COO@anu.edu.au>
Sent: Wednesday, January 17, 2024 8:00 AM
To: Phillip Tweedie <phillip.tweedie@anu.edu.au>
Subject: RE: FOR APPROVAL: Higher Education Competitive Analysis

Thanks Phillip – we agreed this verbally this morning, but confirming my support for your suggested process here.

All best

Chris

--

Christopher Price
Chief Operating Officer
The Australian National University

E: coo@anu.edu.au
E: christopher.price@anu.edu.au

From: Phillip Tweedie <phillip.tweedie@anu.edu.au>
Sent: Monday, January 15, 2024 11:58 AM
To: Chief Operating Officer <COO@anu.edu.au>
Subject: FOR APPROVAL: Higher Education Competitive Analysis

Good Morning Chris,

Just confirming, with your approval, that I will approach the below consultants for quotes and that my understanding of the intent is accurate.

Vendors:

1. NOUS
2. Wells Advisory
3. KPMG Education

Assuming a written quote is received from each then this approach is in keeping with the procurement policy for the anticipated cost of this exercise.

Purpose:

The purpose of the work is to complete a competitive benchmarking and strategic research analysis of the Australian Higher Education Sector.

The output would be a written report and oral briefing:

- Covering the Australian higher education sector broadly although with a particular focus on the Go8 and our key competitors. (*UNSW/USyd/Melbourne*)
- To better understand strategic drivers and plans for the sector broadly and our key competitors specifically. (*Where are our competitors planning to go and how do they plan to get there?*)
- To better understand how our key competitors approach revenue generation and internal budgeting and expenditure. (*How*)
- The rationale and future planning surrounding recent events within the sector (the SA consolidation, the UNSW Canberra Campus.)

Governance:

- - Oversight from COO
 - Admin from OCOO
 - Sense Check from b47F - Public Interest Conditional Exemption

Cost:

- - OCOO Budget (potentially the OCOO carry forward depending on invoice timing.)

Timeline:

- Written quotes based on initial conversations by the end of the month, kick off meeting shortly thereafter.

Thanks,

Phillip

--

Phillip Tweedie

Senior Advisor
Office of the Chief Operating Officer
Building 7, Level 4
The Australian National University

T: +61 2 6125 3329

W www.anu.edu.au

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Subject: FW: FOR APPROVAL: Higher Education Competitive Analysis
Date: Thursday 14 March 2024 at 09:47:54 Australian Eastern Daylight Time
From: Lily Matthews
To: Phillip Tweedie

From: Chief Operating Officer <COO@anu.edu.au>
Sent: Monday, February 19, 2024 12:00 AM
To: Lily Matthews <lily.matthews@anu.edu.au>
Cc: Office of the COO <office.coo@anu.edu.au>
Subject: RE: FOR APPROVAL: Higher Education Competitive Analysis

Thanks Lily – from my perspective, the Nous proposal is closest to the mark. We might need a sharper focus on the question of ‘how does the sector achieve margin in its activities?’

I think the [b6/7G - Public Info] proposal is too high level and the [b6/7G - Public Info] proposal not quite granular enough compared to Nous. Whatever the next steps in making this happen, I hope we can achieve them quickly. Thanks

All best

Chris

--

Christopher Price
Chief Operating Officer
The Australian National University

E: coo@anu.edu.au
E: christopher.price@anu.edu.au

From: Lily Matthews <lily.matthews@anu.edu.au>
Sent: Friday, February 16, 2024 3:16 PM
To: Chief Operating Officer <COO@anu.edu.au>
Cc: Office of the COO <office.coo@anu.edu.au>
Subject: RE: FOR APPROVAL: Higher Education Competitive Analysis

Hi Chris,

Please find attached the three proposals from [b6/7G - Public Interest Conditional Exempt] Nous Group and [b6/7G - Public Info] to do a strategic analysis of the Australian HE sector.

I understand that there may be some procurement processes that I’ve missed that need to be stepped through, so am speaking with Anne on Monday to bring me up to speed on the process in Phillip’s absence.

Best,
Lily

Lily Matthews
Head of the Office of the Chief Operating Officer
Chancelry Building, 10 East Road Acton ACT 2601
The Australian National University

T: +61 2 6125 8538

M: b47f - Public Interest Conditional Exemptions

TEQSA Provider ID: PRV12002 (Australian University) | CRICOS Provider Code: 00120C

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From: Chief Operating Officer <COO@anu.edu.au>
Sent: Friday, January 26, 2024 12:06 AM
To: Phillip Tweedie <phillip.tweedie@anu.edu.au>
Subject: RE: FOR APPROVAL: Higher Education Competitive Analysis

Thanks Phillip, great to see this moving forward. Next week, could you put a quick summary of how this process has worked and what comes next (high-level only) for the VC? Many thanks.

All best

Chris

--

Christopher Price
Chief Operating Officer
The Australian National University

E: coo@anu.edu.au

E: christopher.price@anu.edu.au

From: Phillip Tweedie <phillip.tweedie@anu.edu.au>
Sent: Thursday, January 25, 2024 4:32 PM
To: Chief Operating Officer <COO@anu.edu.au>
Subject: RE: FOR APPROVAL: Higher Education Competitive Analysis

Just FYI –

I have now met with NOUS, b47f - Public Interest Conditional Exemptions and b47f - Public Interest Conditional Exemptions to provide a broad outline of the work and the intended outcome (to the best of my understanding).

I have asked each consultant to provide me with a two page outline of how they would approach the work in a way that would provide the ANU with the most value along with an indicative cost.

They have been asked (and they have all agreed) to provide this next week.

Thanks,

Phillip

From: Chief Operating Officer <COO@anu.edu.au>
Sent: Wednesday, January 17, 2024 8:00 AM
To: Phillip Tweedie <phillip.tweedie@anu.edu.au>
Subject: RE: FOR APPROVAL: Higher Education Competitive Analysis

Thanks Phillip – we agreed this verbally this morning, but confirming my support for your suggested process here.

All best

Chris

--
Christopher Price
Chief Operating Officer
The Australian National University

E: coo@anu.edu.au
E: christopher.price@anu.edu.au

From: Phillip Tweedie <phillip.tweedie@anu.edu.au>
Sent: Monday, January 15, 2024 11:58 AM
To: Chief Operating Officer <COO@anu.edu.au>
Subject: FOR APPROVAL: Higher Education Competitive Analysis

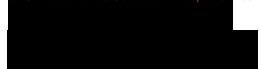
Good Morning Chris,

Just confirming, with your approval, that I will approach the below consultants for quotes and that my understanding of the intent is accurate.

Vendors:

1. NOUS

NOUS - Public Interest Conditional Exemptions Busin



Assuming a written quote is received from each then this approach is in keeping with the procurement policy for the anticipated cost of this exercise.

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- To better understand how our key competitors approach revenue generation and internal budgeting and expenditure. *(How)*
- The rationale and future planning surrounding recent events within the sector (the SA consolidation, the UNSW Canberra Campus.)

Governance:

-
- Oversight from COO
- Admin from OCOO
- Sense Check from Andrew Norton.

Cost:

-
- OCOO Budget (potentially the OCOO carry forward depending on invoice timing.)

Timeline:

- Written quotes based on initial conversations by the end of the month, kick off meeting shortly thereafter.

Thanks,

Phillip

--

Phillip Tweedie

Senior Advisor
Office of the Chief Operating Officer
Building 7, Level 4
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T: +61 2 6125 3329

W www.anu.edu.au

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**Australian
National
University**

Consultancy Agreement

between

Australian National University

and

Nous Group (ABN 66 086 210 344)

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PARTIES

AUSTRALIAN NATIONAL UNIVERSITY ABN 52 234 063 906 an educational and research institute and body corporate pursuant to the *Australian National University Act 1991* (Cth) and represented by the Office of the Chief Operating Officer, of Acton in the Australian Capital Territory, 2601 (**University**)

AND

NOUS GRUOP PTY LTD ABN [66 086 210 344] of 3 Hobart Place in the Australian Capital Territory, 2600 (**Consultant**)

BACKGROUND

- A. The University wishes to engage the Consultant to provide the Services on the terms and conditions of this Agreement.
- B. The Consultant has fully informed itself on all aspects of the work required to be performed and has represented that it has the requisite skills and experience to perform that work.

AGREED TERMS

1 Definitions and Interpretations

1.1 In this Agreement:

Agreed Terms means clauses 1 to 33 of the Agreement which set out terms and conditions agreed by the Parties.

Agreement means this agreement and includes all Schedules and annexures.

Background Intellectual Property means Intellectual Property of a party existing prior to the Commencement Date or acquired or created by a party after the Commencement Date independently of this Agreement.

Business Day means, for the purposes of this Agreement, a day that is not a Saturday, Sunday or public holiday in the Australian Capital Territory, and which is not during the University shut-down period from 25 December to 1 January inclusive.

Commencement Date means the date on which this Agreement commences, as specified in Item 1 of Schedule 1.

Confidential Information means information disclosed by a party (the **discloser**) to the other party (the **recipient**) that:

- (a) is by its nature confidential;
- (b) is designated by the discloser as confidential;
- (c) the recipient knows or ought to know is confidential;
- (d) is comprised in or relates to University Material or Contract Material;
- (e) is included in the terms of this Agreement,

but does not include information which:

- (f) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligations; or
- (g) has been independently developed or acquired by the Consultant, as established by written evidence.

Consultant means the party named above and its Personnel.

Contract Manager means the person or position nominated in Item 4 of Schedule 1 by each party, who has responsibility for supervision of the Services performed pursuant to this Agreement.

Contract Material means all Material created or required to be developed or created as part of, or for the purpose of performing, the Services.

Control of a person, partnership, trust, joint venture, corporation or other entity (**Entity**) means:

- (a) control of the composition of the board of directors or the management of the Entity;
- (b) the ability to cast or control the casting of more than 50% of the maximum number of votes that might be cast at any general meeting (or equivalent) of the Entity; or
- (c) the holding of more than 50% of the issued ordinary share capital, the equity, or other ownership interest, in the Entity.

Corporations Act means the *Corporations Act 2001* (Cth) as amended.

Data Breach means:

- (a) unauthorised access to, or unauthorised disclosure of, Personal Information; or
- (b) information lost in circumstances where unauthorised access to, or unauthorised disclosure of, Personal Information is likely to occur.

Deliverable means any Contract Material or other item or element of a Service specified in Part 2 of Schedule 2 or otherwise to be provided by the Consultant under this Agreement.

Fees means the fees payable by the University to the Consultant in accordance with clause 10 and Schedule 3.

Force Majeure Event means any event which is not within the reasonable control of the party affected, for example an epidemic, act of God, fire, lightning, earthquake, explosion, flood, subsidence, insurrection or civil disorder or military operations or act of terrorism, expropriation, strikes, lock-outs or other industrial disputes of any kind, but does not include any act or omission of the party affected (including any of their subcontractors).

GST has the meaning given to it by *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Initial Term means the period of time for which this Agreement is intended to continue, as specified in Item 2 of Schedule 1.

Insolvency Event means the happening of any of these events:

- (a) an application is made to a court for an order or an order is made that a body corporate be wound up;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate, or one of them is appointed, whether or not under an order;
- (c) except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (d) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved;
- (e) a body corporate is or states that it is insolvent; or
- (f) anything analogous or having a substantially similar effect to any of the events specified above happens under the Law of any applicable jurisdiction,

but does not include any events which under the Corporations Act are unenforceable indefinitely after the expiration of a stay period.

Intellectual Property or **IP** means all rights, anywhere in the world, whether or not registered or registrable (and including rights of registration and applications for registration) including, but not limited to:

- (a) copyright;
- (b) inventions and scientific discoveries;
- (c) trademarks;
- (d) designs;
- (e) circuit layouts and the like;
- (f) trade secrets;
- (g) plant breeder's rights; and
- (h) any other rights as defined in Article 2 of the Convention (dated 14th July 1967) establishing the World Intellectual Property Organisation (as amended from time to time).

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes all applicable University statutes and rules, the common law and rules of equity as applicable from time to time.

Loss means any loss, cost or expense (including legal costs and expenses on a solicitor and own client basis) or liability, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Material includes property, information, data, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property.

Milestone Date means any fixed date to be met by the Consultant in performing any of its obligations under this Agreement as specified in Part 2 of Schedule 2.

Modern Slavery has the same meaning as it has in the *Modern Slavery Act 2018* (Cth).

Moral Right has the same meaning as in the *Copyright Act 1968* (Cth).

Notifiable Incident has the meaning in the *Work Health and Safety Act 2011* (Cth) or a corresponding work health and safety law (within the meaning of the *Work Health and Safety Act 2011* (Cth)).

Performance Criteria means the requirements set out in Part 3 of Schedule 2 for each Service and Deliverable.

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth).

Personnel means in relation to a party, any employee, officer, agent, or professional adviser of that party, and in the case of the Consultant, any subcontractor.

Privacy Act means the *Privacy Act 1988* (Cth).

Schedule means a schedule to this Agreement.

Services means the services to be provided by the Consultant as specified in Schedule 2 and includes the provision of the Deliverables.

Specified Personnel means the personnel specified in Item 5 of Schedule 1.

Tax Invoice means a tax invoice complying with the requirements in Schedule 3.

Term means the Initial Term plus any extension in accordance with clause 3.2.

University means Australian National University.

University Material means any Material, including confidential information, provided by or on behalf of the University to the Consultant in connection with this Agreement including, without limitation, the Material listed in Item 6 of Schedule 1.

- 1.2 In this Agreement, except where the contrary intention is expressed:
 - 1.2.1 words importing a gender include any other gender;
 - 1.2.2 words in the singular number include the plural and words in the plural number include the singular;
 - 1.2.3 a reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, this Agreement;
 - 1.2.4 a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
 - 1.2.5 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - 1.2.6 if a day on or by which an obligation (other than the provision of Services) must be performed or an event (other than the provision of Services) must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.
- 1.3 To the extent that the parties have not completed items in a Schedule, unless otherwise stated in the Schedule, those items will be taken to be 'not applicable' for the purpose of this Agreement
- 1.4 This clause 1 will survive the expiration or termination of this Agreement.

2 Priority of documents

- 2.1 If there is inconsistency between any of the documents forming part of this Agreement, those documents will be interpreted in the following order of priority to the extent of any inconsistency:
 - 2.1.1 Agreed Terms;
 - 2.1.2 Schedules;
 - 2.1.3 any annexures or attachments to the Schedules; and
 - 2.1.4 documents incorporated by reference in this Agreement.

3 Term

- 3.1 This Agreement begins on the Commencement Date and will continue for the Term unless terminated earlier in accordance with clauses 23 or 24.
- 3.2 Option to extend Term
 - 3.2.1 The Term may be extended by the University for further period(s), specified in Item 3 of Schedule 1 (each an **Option Period**), on the terms and conditions then in effect, by giving 30 days written notice to the Consultant before the end of the current Term of the University's wish to extend the Term.
 - 3.2.2 If the Consultant agrees to the extension of the Term in writing, the extension takes effect from the end of the then current Term.

4 Provision of Services

- 4.1 The Consultant must provide the Services as described in this Agreement:
- 4.1.1 to the reasonable satisfaction of the University;
 - 4.1.2 with due skill and care and to the best of the Consultant's knowledge and expertise;
 - 4.1.3 to a high standard and in accordance with the professional standards of conduct applying to the relevant industry;
 - 4.1.4 in accordance with the Performance Criteria;
 - 4.1.5 using the Specified Personnel (if any);
 - 4.1.6 in accordance with all applicable Laws;
 - 4.1.7 in accordance with the University's policies and procedures, as applicable;
 - 4.1.8 in accordance with any reasonable directions in relation to the Services given by the University from time to time;
 - 4.1.9 to meet the Milestone Dates, and where no Milestone Dates are specified, promptly and without delay;
 - 4.1.10 by keeping accurate and auditable records relating to the performance of the Services; and
 - 4.1.11 otherwise in accordance with the provisions of this Agreement.
- 4.2 Without limiting any other rights available to the University under this Agreement, where the Consultant is unable to provide the Services within the University's specified timeframe as a result of an act or omission of the Consultant, or as a result of a breach by the Consultant of this Agreement, the University may:
- 4.2.1 withhold any payment otherwise due under this Agreement until such time as the delay or breach is rectified to the satisfaction of the University; and
 - 4.2.2 in the event that such failure lasts more than 30 days (or longer period notified by the University in writing), terminate this Agreement and pursue any remedies available under this Agreement or at Law.

5 General obligations

5.1 General obligations of the parties

The parties will, at all times:

- 5.1.1 act reasonably in performing their obligations and exercising their rights under this Agreement;
- 5.1.2 diligently perform their respective obligations under this Agreement; and
- 5.1.3 work together in a collaborative manner.

5.2 University's obligations

Without limiting any of its other obligations and responsibilities under this Agreement, the University is responsible for:

- 5.2.1 providing timely instructions and decisions to enable the Consultant to perform the Services; and
- 5.2.2 providing the University Materials and other inputs specified in Item 6 of Schedule 1.

5.3 Consultant's obligations and responsibilities

- 5.3.1 Without limiting any of its other obligations and responsibilities under this Agreement, the Consultant must, at all times:
- (a) co-operate with the University in the pursuit of its objectives relevant to this Agreement;
 - (b) pursue best practice in the delivery of Services pursuant to this Agreement;
 - (c) consult with the University on any matter which may materially affect the performance by the Consultant of its obligations under this Agreement; and
 - (d) notify the University of all instructions, decisions, Material and other inputs to enable the University to meet its obligations under clause 5.2.
- 5.3.2 Without limiting the Consultant's other obligations in this Agreement, to the extent that the Services do not meet the University's requirements as a result of the Consultant's failure to comply with clause 5.3.1(d), the Consultant is responsible for that deficiency.
- 5.3.3 Where the University provides University Material to the Consultant, the Consultant must ensure that the University Material is used strictly in accordance with any direction by the University.
- 5.3.4 On the expiry or termination of this Agreement or on such earlier date as may be specified by the University, the Consultant must immediately deliver to the University's Contract Manager all University Material.

6 Consultant Personnel

- 6.1 Where Specified Personnel are identified in Schedule 1, the Consultant must ensure that the Services are only performed by the Specified Personnel, and must notify the University immediately the Consultant becomes aware that the Specified Personnel will cease to be engaged or employed by the Consultant during the Term.
- 6.2 The Consultant must keep the University informed of steps taken to replace Specified Personnel and must act promptly and without delay to replace the Specified Personnel.
- 6.3 The University's Contract Manager must approve any replacement Specified Personnel. If the Consultant does not appoint replacement Specified Personnel within a reasonable timeframe and to the satisfaction of the University, the University may terminate this Agreement under clause 24.

7 Consultant Warranties

- 7.1 The Consultant represents and warrants that:
- 7.1.1 it has the right and authority to enter into this Agreement;
 - 7.1.2 it has all rights, title, licences, interests and property necessary to lawfully perform the Services;
 - 7.1.3 it and its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge, expertise and competence to perform the Services;
 - 7.1.4 the Services will be fit for the purpose;
 - 7.1.5 the Services will be complete and accurate;
 - 7.1.6 it conducts its business in a manner that is consistent with all applicable modern slavery laws, statutes, regulations and codes from time to time in force;
 - 7.1.7 all work performed under this Agreement will be carried out and completed in a proper and workmanlike manner and in the most cost-effective manner and using materials suitable for the purpose; and

7.1.8 the person who signs this Agreement for and on behalf of the Consultant has the requisite authority to do so, and if that person is acting under a power of attorney that the power of attorney is in force and in existence and has not been revoked.

7.2 This clause 7 will survive the expiration or termination of this Agreement.

8 Reporting

8.1 The parties will meet at the times and in the manner set out in Part 4 of Schedule 2 (or otherwise as agreed in writing between the parties) to discuss any issues in relation to the provision of the Services. The parties must ensure that their Contract Managers are reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either party.

8.2 The Consultant must otherwise provide the University with reports in accordance with Part 4 of Schedule 2.

9 Performance Assessment

9.1 Without limiting any other obligation of the Consultant, each element of the Services is subject to assessment by the University against the relevant Performance Criteria.

9.2 If the University considers that all or part of the Services do not meet the Performance Criteria, the University may provide the Consultant with notice of that fact and include reasons for the Services not meeting the Performance Criteria.

9.3 If the University notifies the Consultant that all or part of the Services do not meet the Performance Criteria, the Consultant must:

9.3.1 take all necessary steps to ensure that the Services are promptly corrected;

9.3.2 give notice to the University when the Services have been corrected; and

9.3.3 allow the University to repeat the assessment of all or part of the Services against the Performance Criteria,

within five (5) Business Days after the date of the notice or such other time as agreed between the parties in writing.

9.4 If any part of the Services does not meet the Performance Criteria on two or more occasions, the University may terminate this Agreement immediately under clause 24 by giving the Consultant written notice.

9.5 Clauses 9.2, 9.3 and 9.4 do not limit in any way any other right, remedy or recourse of the University.

10 Fees

10.1 Subject to:

10.1.1 clause 10.2; and

10.1.2 the Services meeting the requirements of this Agreement including the Performance Criteria, the University must pay to the Consultant the Fees in accordance with Schedule 3.

10.2 The Consultant must provide a correctly rendered invoice to the University for the Fees in accordance with the requirements of Schedule 3.

10.3 The Consultant must pay:

10.3.1 all stamp duty (including penalties and interest) assessed or payable in respect of this Agreement;

10.3.2 subject to clause 11, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement.

10.4 For the avoidance of doubt, the University will not be liable for any other payment to the Consultant other than the Fees specified in this clause 10.

11 GST

11.1 Unless stated otherwise in this Agreement, the amount payable for the supply of any goods, services or other things under or in connection with this Agreement is stated as exclusive of GST.

11.2 The party liable to pay for a taxable supply to which this clause applies must also pay the amount of any GST payable in respect of the taxable supply on the date that the payment for the taxable supply is due.

11.3 A party need not make a payment for a taxable supply made under or in connection with this Agreement until it receives a Tax Invoice for the supply to which the payment relates.

12 Intellectual Property

12.1 The title to and ownership of Intellectual Property in all Contract Material will vest immediately upon its creation in the University.

12.2 This Agreement does not affect the ownership of Intellectual Property rights in any Background Intellectual Property.

12.3 To the extent that the University needs to use any of the Consultant's Background Intellectual Property to receive the full benefit of the Services, the Consultant grants to the University a permanent, irrevocable, royalty-free, non-exclusive licence to use, reproduce, publish, adapt and exploit the Consultant's Background Intellectual Property anywhere in the world.

12.4 The Consultant must ensure that all Contract Material is neatly and legibly compiled in a standard software format and contains adequate information to demonstrate the nature and extent of the Services, and to support all conclusions, findings and opinions.

12.5 The Consultant warrants that the Contract Material and the University's use of the Contract Material in accordance with this Agreement, will not infringe the Intellectual Property rights of any person.

12.6 If someone claims, or the University reasonably believes that someone is likely to claim, that all or part of the Contract Material infringes their Intellectual Property rights, the Consultant must, in addition to the indemnity under clause 20 and to any other rights that the University may have against it, promptly, at the Consultant's expense:

12.6.1 use its best efforts to secure the rights for the University to continue to use the affected Contract Material free of any claim or liability for infringement; or

12.6.2 replace or modify the affected Contract Material so that the Contract Material or the use of it does not infringe the Intellectual Property rights of any other person without any degradation of the performance or quality of the affected Contract Material.

12.7 To the extent permitted by Law, the Consultant unconditionally and irrevocably consents, and will use its best endeavours to ensure that its employees and subcontractors consent, to any act or omission that would otherwise infringe its or their Moral Rights in the Contract Material, including any act or omission that may have taken place before this consent and in particular:

12.7.1 consents to the following acts:

- (a) any alteration to or deletion from this Contract Material;
- (b) any use of this Contract Material that does not identify the author;
- (c) any use of this Contract Material under an organisational banner; and

(d) use of the Contract Material in a different context to that originally envisaged, where it is reasonable in the circumstances, but does not include derogatory treatment or false attribution of authorship.

12.8 On the earlier of the expiration or termination of this Agreement, or on any date specified in this Agreement for delivery of Contract Material, the Consultant must deliver to the University all Contract Material.

12.9 This clause 12 will survive the expiration or termination of this Agreement.

13 Confidentiality and Disclosure of Information

13.1 A party, its employees, agents or subcontractors must not disclose or make public any Confidential Information provided by the other party without the prior approval in writing of the other party.

13.2 On the earlier of the expiration or termination of this Agreement, the Consultant must deliver to the University (and not retain any copies of) all material forms of Confidential Information provided to the Consultant by the University and allow the University to audit its compliance with this clause.

13.3 A party is permitted to disclose any Confidential Information:

13.3.1 to the extent required by Law or by a lawful requirement of any government or governmental body, authority or agency having authority over the party;

13.3.2 if required in connection with legal proceedings;

13.3.3 for public accountability reasons, including a request for information by parliament or a parliamentary committee;

13.3.4 for any other reporting requirements of the party; or

13.3.5 to the party's staff and Consultants to the extent required to enable performance of the obligations created by this Agreement.

13.4 This clause 13 will survive the expiration or termination of this Agreement.

14 Privacy, Data Breaches, Freedom of Information and NACC

14.1 The Consultant acknowledges that the University is subject to the provisions of the Privacy Act. The Consultant must ensure that its collection, retention, access to, correction, use and security of any Personal Information will be made, as the case may be:

14.1.1 only for the purposes of fulfilling its obligations under this Agreement; and

14.1.2 in accordance with the procedures from time to time requested by the University, but otherwise at least in accordance with the Australian Privacy Principles as set out in the Privacy Act, to the extent that the content of those Principles apply to the types of activities the Consultant is undertaking under this Agreement.

14.2 The Consultant must:

14.2.1 not do any act, or engage in any practice, that would be a breach of the Australian Privacy Principles or the Privacy Act;

14.2.2 not disclose any Personal Information obtained in connection with this Agreement without the written authority of the University and must immediately notify the University where it becomes aware or ought reasonably to have become aware that a disclosure of Personal Information may be required by Law; and

14.2.3 co-operate and comply with any reasonable requests or directions of the University arising directly from or in connection with the exercise or the functions of the Privacy Commissioner under the Privacy Act or otherwise.