



Dear 

DECISION ON YOUR ACCESS APPLICATION

I refer to your application under section 30 of the *Freedom of Information Act 2016* (FOI Act), received by ACT Health Directorate (ACTHD) on **Tuesday 12 September 2023**.

This application requested access to:

'All documents relating to Acil Allen's contract and work in relation to the Calvary takeover.'

I am an Information Officer appointed by the Director-General of ACT Health Directorate (ACTHD) under section 18 of the FOI Act to deal with access applications made under Part 5 of the Act. ACTHD was required to provide a decision on your access application by **Wednesday 15 November 2023**.

I have identified 30 documents holding the information within scope of your access application. These are outlined in the schedule of documents included at Attachment A to this decision letter.

Decisions

I have decided to:

- grant full access to eight documents;
- refuse access to eight documents; and
- grant partial access to fourteen documents.

My access decisions are detailed further in the following statement of reasons and the documents released to you are provided as Attachment B to this letter.

In reaching my access decision, I have taken the following into account:

- The FOI Act;
- The contents of the documents that fall within the scope of your request;
- The views of relevant third parties; and
- The *Human Rights Act 2004*.

Full Access

I have decided to grant full access to eight documents at references 1, 6-11 and 23.

Refuse Access

I have decided to refuse access to eight documents.

Documents at references 3, 18 and 24-29 are wholly comprised of information regarding the business affairs and commercial activities of agencies. This document contains information that I consider, on balance, to be contrary to the public interest to disclose under the test set out in section 17 of the Act.

Additionally, documents at references 25-29 are also comprised of information classified as Cabinet information, and under Schedule 1.6 (1) Cabinet Information, it is taken to be contrary to the public interest to release. Schedule 1.6 (1)(d) the disclosure of which would reveal any deliberation of Cabinet (other than through the official publication of a Cabinet decision).

Public Interest Factors Favouring Disclosure

The following factors were considered relevant in favour of the disclosure of the documents:

- Schedule 2, 2.1 (a)(i) promote open discussion of public affairs and enhance the government's accountability;
- Schedule 2, 2.1 (a)(ii) contribute to positive and informed debate on important issues or matters of public interest;
- Schedule 2, 2.1 (a)(iv) ensure effective oversight of expenditure of public funds; and
- Schedule 2, 2.1 (a)(viii) reveal the reason for a government decision and any background or contextual information that informed the decision.

Public Interest Factors Favouring Non-Disclosure

The following factors were considered relevant in favour of the non-disclosure of the documents:

- Schedule 2, 2.2 (a) (xi) prejudice trade secrets, business affairs or research of an agency or person; and
- Schedule 2, 2.2 (a)(xiii) prejudice the competitive commercial activities of an agency.

I have given significant consideration to the factors favouring disclosure and have determined the factors favouring non-disclosure outweighed these as the release of an agency's business affairs and the competitive commercial activities of an agency would have the detrimental effect of reducing the competitive ability of non-government organisations. Therefore, I have determined the information identified is contrary to the public interest and would not advantage the public in disclosing this information.

Partial Access

I have decided to grant partial access to fourteen documents.

Documents at references 2 and 4 are partially comprised of personal information such as email addresses and phone numbers of non-government employees and mobile numbers of ACT-Government employees in accordance with Schedule 2, 2.2 (a)(ii) prejudice the protection of an individual's right to privacy or any other right under the *Human Rights Act 2004*. These documents are also comprised of an agency's business affairs under Schedule 2, 2.2 (a)(xi) prejudice trade secrets, business affairs or research of an agency or person and information that would be contrary to the public interest in accordance with Schedule 2, 2.2 (a)(xiii) prejudice the competitive commercial activities of an agency.

Documents at references 5, 13-17, 20 and 22 are all partially comprised of personal information under Schedule 2, 2.2 (a)(ii) privacy.

The document at reference 12 is partially comprised of an agency's business affairs under Schedule 2, 2.2 (a)(xi) and the competitive commercial activities under Schedule 2, 2.2 (a)(xiii).

Documents at references 19 and 21 are partially comprised of personal information under Schedule 2, 2.2 (a)(ii) privacy and an agency's business affairs under Schedule 2, 2.2 (a)(xi).

The document at reference 30 is partially comprised of information classified as Cabinet information, and under Schedule 1.6 (1) Cabinet Information, it is taken to be contrary to the public interest to release. Schedule 1.6 (1)(d) the disclosure of which would reveal any deliberation of Cabinet (other than through the official publication of a Cabinet decision). This document is also comprised of personal information under Schedule 2, 2.2 (a)(ii) privacy and the competitive commercial activities under Schedule 2, 2.2 (a)(xiii).

The above documents all contain partial information that I consider, on balance, to be contrary to the public interest to disclose under the test set out in section 17 of the Act.

Public Interest Factors Favouring Disclosure

The following factors were considered relevant in favour of the disclosure of the documents:

- Schedule 2, 2.1 (a)(i) promote open discussion of public affairs and enhance the government's accountability;
- Schedule 2, 2.1 (a)(ii) contribute to positive and informed debate on important issues or matters of public interest;
- Schedule 2, 2.1 (a)(iv) ensure effective oversight of expenditure of public funds; and
- Schedule 2, 2.1 (a)(viii) reveal the reason for a government decision and any background or contextual information that informed the decision.

Public Interest Factors Favouring Non-Disclosure

The following factors were considered relevant in favour of the non-disclosure of the documents:

- Schedule 2, 2.2 (a)(ii) prejudice the protection of an individual's right to privacy or any other right under the *Human Rights Act 2004*;
- Schedule 2, 2.2 (a) (xi) prejudice trade secrets, business affairs or research of an agency or person; and
- Schedule 2, 2.2 (a)(xiii) prejudice the competitive commercial activities of an agency.

On balance, I have determined the factors favouring non-disclosure outweighed the factors favouring disclosure as the information requested would not provide any government information pertinent to your request regarding the personal information. The release of an agency's business affairs and the competitive commercial activities of an agency would have the detrimental effect of reducing the competitive ability of non-government organisations. Therefore, I have determined the information identified is contrary to the public interest and would not advantage the public in disclosing this information.

Charges

Processing charges are not applicable to this request.

Disclosure Log

Under section 28 of the FOI Act, ACTHD maintains an online record of access applications called a disclosure log. The scope of your access application, my decision and documents released to you will be published in the disclosure log not less than three days but not more than 10 days after the date of this decision. Your personal contact details will not be published.

<https://www.health.act.gov.au/about-our-health-system/freedom-information/disclosure-log>.

Ombudsman review

My decision on your access request is a reviewable decision as identified in Schedule 3 of the FOI Act. You have the right to seek Ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is published in ACT Health's disclosure log, or a longer period allowed by the Ombudsman.

If you wish to request a review of my decision you may write to the Ombudsman at:

The ACT Ombudsman
GPO Box 442
CANBERRA ACT 2601
Via email: ACTFOI@ombudsman.gov.au
Website: ombudsman.act.gov.au

ACT Civil and Administrative Tribunal (ACAT) review

Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal
Level 4, 1 Moore St
GPO Box 370
Canberra City ACT 2601
Telephone: (02) 6207 1740
<http://www.acat.act.gov.au/>

Further assistance

Should you have any queries in relation to your request, please do not hesitate to contact the FOI Coordinator on (02) 5124 9831 or email HealthFOI@act.gov.au.

Yours sincerely



Liz Lopa
Deputy Director-General
Corporate, Communications & Delivery
ACT Health Directorate

14 November 2023

FREEDOM OF INFORMATION SCHEDULE OF DOCUMENTS

Please be aware that under the *Freedom of Information Act 2016*, some of the information provided to you will be released to the public through the ACT Government's Open Access Scheme. The Open Access release status column of the table below indicates what documents are intended for release online through open access.

Personal information or business affairs information will not be made available under this policy. If you think the content of your request would contain such information, please inform the contact officer immediately.

Information about what is published on open access is available online at: <http://www.health.act.gov.au/public-information/consumers/freedom-information>

APPLICANT NAME	WHAT ARE THE PARAMETERS OF THE REQUEST	FILE NUMBER
[REDACTED]	<i>'All documents relating to Acil Allen's contract and work in relation to the Calvary takeover.'</i>	ACTHDFOI23-24.15

Ref Number	Page Number	Description	Date	Status Decision	Factor	Open Access release status
1.	1 – 9	Document: Statement of Requirements HDN222866	13 January 2022	Full Release		YES
2.	10 – 14	Document: Buying Good and Services Evaluation Form	14 December 2022	Partial Release	Schedule 2, 2.2(a)(ii) Privacy, Schedule 2, 2.2(a)(xi) Business Affairs and Schedule 2, 2.2(a)(xiii) Commercial	YES
3.	15 – 51	Document: Economic, Financial and Budget Advice on Options for the Northside Hospital Project – Professional Services and Consulting Panel (HDN222866)	05 January 2023	Refuse Release	Schedule 2, 2.2(a)(xi) Business Affairs and Schedule 2, 2.2(a)(xiii) Commercial	NO

4.	52 – 55	Document: Economic, Financial and Budget Advice on Options for the Northside Hospital Project – Supplier Response Form HDN222866	05 January 2023	Partial Release	Schedule 2, 2.2(a)(ii) Privacy, Schedule 2, 2.2(a)(xi) Business Affairs and Schedule 2, 2.2(a)(xiii) Commercial	YES
5.	56 – 58	Email: RE: Tender Evaluation Report	10 January 2023	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
6.	59 – 66	Email and attachment: FW: Work Order AHD-22-23-004 prepared 10 Jan 2023 TR review	11 January 2023	Full Release		YES
7.	67	Email: RE: For Endorsement – Financial and Economic Analysis Contract – ACIL ALLEN	11 January 2023	Full Release		YES
8.	68 – 76	Email and attachment: FW: For Endorsement – Financial and Economic Analysis Contract – ACIL ALLEN	11 January 2023	Full Release		YES
9.	77 – 78	Email: RE: For Endorsement – Financial and Economic Analysis Contract – ACIL ALLEN	11 January 2023	Full Release		YES
10.	79 – 94	Email and attachments: For endorsement – Draft Work Order and Deed of Confidentiality – Northside Hospital Project	11 January 2023	Full Release		YES
11.	95 – 96	Email: RE: For Endorsement – Financial and Economic Analysis Contract – ACIL ALLEN	11 January 2023	Full Release		YES
12.	97 – 99	Minute: Northside Hospital project – Approval of ACIL ALLEN as the consultancy to provide economic and financial analysis	11 January 2023	Partial Release	Schedule 2, 2.2(a)(xi) Business Affairs and Schedule 2, 2.2(a)(xiii) Commercial	YES
13.	100 – 109	Email and attachment: FW: For endorsement – Draft Work Order and Deed of Confidentiality – Northside Hospital Project	12 January 2023	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
14.	110 – 112	Email: RE: For endorsement – Draft Work Order and Deed of Confidentiality – Northside Hospital Project	12 January 2023	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES

15.	113 – 115	Email: FW: For endorsement – Draft Work Order and Deed of Confidentiality – Northside Hospital Project	13 January 2023	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
16.	116 – 141	Email and attachments: Economic, Financial and Budget Advice on Options for the Northside Hospital Project: Deed of Confidentiality	13 January 2023	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
17.	142 – 148	Document: Work order – Ref: AHD-22-23-004 – Signed	13 January 2023	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
18.	149 – 164	Document: Project Plan - Economic, Financial and Budget Advice on Options for the Northside Hospital Project	13 January 2023	Refuse Release	Schedule 2, 2.2(a)(xi) Business Affairs and Schedule 2, 2.2(a)(xiii) Commercial	NO
19.	165 – 198	Email and attachments: RE: For Approval – Confidentiality deed – Endorsement	16 January 2023	Partial Release	Schedule 2, 2.2(a)(ii) Privacy and Schedule 2, 2.2(a)(xi) Business Affairs	YES
20.	199 – 200	Email: RE: Economic, Financial and Budget Advice on Options for the Northside Hospital Project: Deed of Confidentiality (Attachments @ reference 18)	16 January 2023	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
21.	201 – 202	Email: FW: For Approval - Confidentiality deed – Endorsement (Attachments @ reference 18)	16 January 2023	Partial Release	Schedule 2, 2.2(a)(ii) Privacy and Schedule 2, 2.2(a)(xi) Business Affairs	YES
22.	203 – 212	Email and attachment: RE: Economic, Financial and Budget Advice on Options for the Northside Hospital Project: Deed of Confidentiality	16 January 2023	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
23.	213	Email: RE: For Approval – Endorsing e-signature in Work order of Acil Allen	18 January 2023	Full Release		YES

24.	214 – 222	Document: Project Control Group Meeting – Economic, Financial and Budget Advice on Options for the Northside Hospital Project	02 February 2023	Refuse Release	Schedule 2, 2.2(a)(xi) Business Affairs and Schedule 2, 2.2(a)(xiii) Commercial	NO
25.	223 – 237	Document: Strategic Benefits Assessment for the Northside Hospital Project – Work in Progress Report	06 February 2023	Refuse Release	Schedule 1.6 Cabinet, Schedule 2, 2.2(a)(xi) Business Affairs and Schedule 2, 2.2(a)(xiii) Commercial	NO
26.	238 – 262	Document: Strategic Benefits Assessment for the Northside Hospital Project – Work in Progress Report	20 February 2023	Refuse Release	Schedule 1.6 Cabinet, Schedule 2, 2.2(a)(xi) Business Affairs and Schedule 2, 2.2(a)(xiii) Commercial	NO
27.	263 – 289	Document: Strategic Benefits Assessment for the Northside Hospital Project – Work in Progress Report	22 February 2023	Refuse Release	Schedule 1.6 Cabinet, Schedule 2, 2.2(a)(xi) Business Affairs and Schedule 2, 2.2(a)(xiii) Commercial	NO
28.	290 – 319	Document: Strategic Benefits Assessment for the Northside Hospital Project – Draft Report	28 February 2023	Refuse Release	Schedule 1.6 Cabinet, Schedule 2, 2.2(a)(xi) Business Affairs and Schedule 2, 2.2(a)(xiii) Commercial	NO
29.	320 – 346	Document: Strategic Benefits Assessment for the Northside Hospital Project – Draft Report	03 March 2023	Refuse Release	Schedule 1.6 Cabinet, Schedule 2, 2.2(a)(xi) Business Affairs and Schedule 2, 2.2(a)(xiii) Commercial	NO

30.	347 – 375	Email and attachment: RE: 20230306 Draft Northside Hospital _Strategic Benefits Assessment	24 March 2023	Partial Release	Schedule 1.6 Cabinet, Schedule 2, 2.2(a)(ii) Privacy and Schedule 2, 2.2(a)(xiii) Commercial	YES
Total Number of Documents						
30						

A.A.1 KEY DETAILS

This *Statement of Requirements* identifies the requirements to be satisfied by Suppliers for the provision of Economic and Financial Analysis.

Proposed Work Order Dates and Term

Work Order Start Date	03 Jan 2022
Work Order Term	Three (3) Month(s)
Options to Extend	Two (2) period(s), each of One (1) Month(s)

Category of Services

The category of services required is **Economic services**

A.A.2 THRESHOLD ASSESSMENT CRITERIA**Threshold criteria**

No Threshold Criteria have been specified.

A.A.3 THE REQUIREMENT**Required Services**

ACTHD is seeking a desktop economic, financial and budget analysis including an economic cost benefit analysis, financial analysis as it relates to the ACT Government and relevant parties, and an ACT Government budget impact assessment associated with different hospital operating models.

The supplier will work with ACTHD to identify the appropriate operating models/scenarios for assessment, but it will include consideration of:

- Networked health services (i.e. a single provider across a health system);
- Privatised health services;
- Identification and analysis of any efficiencies/inefficiencies identified with the current model of health service provision;
- Timeframes for potential costs and benefits to flow for each operating model (and the impacted parties); and,
- Identification of, and recommendations relating to, any other potential costs, benefits or efficiencies that could be derived through different operating models.

The consultants may be required to work with the Territory's commercial and technical advisors on the Northside Hospital project.

Attached Specification**A.A.3 (a) Standards**

No Standards specified

A.A.3 (b) Security

No Security requirements specified

A.A.3 (c) Workplace Health and Safety

Suppliers must be aware of, and when required, comply with the *Work Health and Safety Act 2011*.

A.A.3 (d) Delivery and Acceptance

The Supplier must provide all Services under any Work Order in accordance with the Deed of Standing Offer for Professional and Consulting Services under a Panel Arrangement clause 4.1 [Performance of Services under a Contract].

Milestone Instructions

Milestone	Milestone Description	Due Date
Project Plan	Delivery and acceptance by the Territory of the project plan	early January
Draft report	Delivery of a draft report including economic, financial and budget analysis to the Territory	early February
Final Report	Finalisation and acceptance of the report by the Territory	early - mid March

A.A.3 (e) Meetings

The Supplier will be required to attend to the following meetings:

Type	Position Required	Frequency	Method
Inception Meeting	Territory officials	On Request	Videoconference
Project meetings	Territory and supplier project team	Weekly	Videoconference
Presentation of report	Territory officials	On Request	Face to Face

A.A.3 (f) Customer Material

Documents will be provided to the Supplier once confidentiality agreements have been executed.

A.A.4 COMPLAINTS HANDLING

The Territory is committed to the effective and efficient handling of Supplier Complaints in accordance with AS/NZS 10002:2014 Guidelines for complaint management in organisations. When managing Supplier Complaints, Territory Entities must adhere to the principles of: Responsiveness; Accountability; Objectivity; Fairness; and Transparency.

Any complaints relating to this procurement should, in the first instance, be referred to:

Position: Caitlin Bladin
 Email: caitlin.bladin@act.gov.au

ATTACHMENT A – DETAILED SPECIFICATIONS**STATEMENT OF REQUIREMENTS (CONSULTANCY SERVICES)****Name/Title/Description of Project**

Economic, financial and budget advice in relation to options for the Northside Hospital Project

Introduction/Purpose/Objective

ACTHD is seeking an experienced consultant to undertake economic, financial and budget analysis on various operating models for hospitals, specifically as it relates to a new northside hospital.

Background/Context

ACTHD is developing a business case for a new northside hospital. As part of this business case and to support Government decision-making additional economic, financial and budget advice and analyses are being sought. This analysis will outline any potential economic/financial/budget p benefits/costs for the ACT economy/community and the ACT government associated with different operating models.

The Services

ACTHD is seeking a desktop economic, financial and budget analysis including an economic cost benefit analysis, financial analysis as it relates to the ACT Government and relevant parties, and an ACT Government budget impact assessment associated with different hospital operating models.

The supplier will work with ACTHD to identify the appropriate operating models/scenarios for assessment, but it will include consideration of:

- Networked health services (i.e. a single provider across a health system);
- Privatised health services;
- Identification and analysis of any efficiencies/inefficiencies identified with the current model of health service provision;
- Timeframes for potential costs and benefits to flow for each operating model (and the impacted parties); and,
- Identification of, and recommendations relating to, any other potential costs, benefits or efficiencies that could be derived through different operating models.

The consultants may be required to work with the Territory's commercial and technical advisors on the Northside Hospital project.

Reporting and Deliverables

The supplier should deliver:

- A list of required information and inputs and project plan;
- Where inputs are not available, appropriate benchmarks;
- A desktop economic cost benefit analysis;
- A desktop financial impact analysis as it relates to the ACT Government and relevant parties;

- Draft and final economic and financial analysis that demonstrates the costs, benefits, efficiencies and overall viability associated with various health care delivery models including timetables for potential return on investment;
- A draft and a final report that outlines the results of the analysis and has a strong narrative and clear recommendations; and
- Any revisions on draft or final deliverables in response to any review undertaken by ACT Health or its stakeholders (i.e Treasury).
- All deliverables should be provided in Microsoft Excel, Word and, or PowerPoint.

The timeframe for delivery of the final report is early March 2023.

The consultants will be required to sign confidentiality agreements.

Key Performance Indicators

Performance will be measured by the identification and development of the benefits and costs associated with operating models, the quantification of the benefits, efficiencies, and costs, and the delivery of draft reports and final report.

Performance will be monitored by timely delivery of contracted outputs and outcomes.

Performance will be monitored by the ability for the consultant to work with the Territory's project team, including other consultant teams.

Out of Scope Considerations

The business case for the northside hospital project is being developed by the Territory's Commercial Advisor and is out of scope for the current project.

Indicative Budget

The indicative budget for the works is between \$80,000 and \$100,000 including GST.



Insert Your Name and/or Logo Here

**Response to RFQ for the Provision of
Economic and Financial Analysis**

Reference ID: HDN222866

Supplier Details

Include details of the contact person regarding any queries, issues or other information for this RFQ

Supplier Name	
Contact Name	
Contact Position:	
Work:	
Mobile:	
Email:	
Postal Address:	

Response to A.A.3 The Requirement

Required Services

Describe how your proposal satisfies the requirements

Response to A.A.3 (d) Delivery and Acceptance

Describe how your proposal satisfies the requirements

Milestone Instructions

Response to A.A.3 (e) Meetings

Describe how your proposal satisfies the requirements

Specified Personnel

If required for the provision of the services of this RFQ, you may include details of specified personnel including name, role and level classification, that you wish to nominate. Otherwise indicate 'not applicable'.

Name	Role	Level Classification

Approved Subcontractors

If it is intended to use sub-contractors to deliver all or part of the services provide details (Company Name and ABN). Otherwise indicate 'not applicable'

Note in accordance with Clause 18.4 (1) of the Deed, the Service Provider must not subcontract the provision of the Services or assign the whole or part of the Deed or a Contract without the prior written consent of the Territory.

Company Name	ABN	Percentage of work to be assigned to sub-contractor



Supplier Response Form

HDN222866

Contract Price

Potential Suppliers are required to provide detailed pricing showing how the total Contract Price (provided in the VendorPanel response) has been calculated, including the allocation of personnel listed in the Contract Rates below and any known disbursements. Potential Suppliers may provide this detailed pricing as separate attachment.

Contract Rates

Provide the rates that will apply to the provision of the Services (capped in accordance with Schedule 3 of the Deed). If any Classification level is not required then either leave blank or insert "n/a" for the Rate.

Specify the rates that will apply for these services:

Level Classification	Rate	Rate Type (Hourly / Daily)	Estimated % time
Level 1			
Level 2			
Level 3			
Level 4			
Level 5			

Conflict of Interest

Provide details of any actual or potential conflict of interest pursuant to clause 18.2 and any requirements as to how this is to be dealt with.

Confidential Text

The Territory may publish a public text version of any resultant Work Order. You may specify here any text within the Work Order (if any) that you wish to be considered confidential in respect of Section 35 of *The Government Procurement Act 2001* (ACT).

Parts of this Response that are to be considered as Confidential Text	Applicable grounds under section 35(1) Procurement Act
insert the Section and details of proposed Confidential Text	insert the grounds for consideration

Special Conditions of Quotation

Include details of any special conditions you wish to be considered for inclusion in the Work Order. Otherwise indicate 'not applicable'.



Supplier Complaint Form HDN222866

SUPPLIER COMPLAINT FORM

The Territory is committed to the effective and efficient handling of Supplier Complaints in accordance with AS/NZS 10002:2014 Guidelines for complaint management in organisations. When managing Supplier Complaints, Territory Entities must adhere to the principles of: Responsiveness; Accountability; Objectivity; Fairness; and Transparency.

Any complaints relating to this procurement should, in the first instance, be referred to the Officer at A.A.6 [CONTACT OFFICER].

GENERAL INFORMATION

- The purpose of this form is to provide a mechanism for Potential Suppliers to notify the Territory of any complaints in relation to procurement activity undertaken by the Territory.
- This form is to be submitted to the Customer's Contact Officer, as set out in clause A.A.6 [*Customer's Contact Officer*] of the RFQ.
- The Territory will only investigate those claims where there is sufficient evidence provided to support the claim, and where it has the relevant authority to do so.

SECTION 1 CONTACT DETAILS

Supplier name	
Organisation	
Name of person acting on behalf of supplier (if applicable)	
Address	
Telephone	
email Address	
Procurement name and number (if applicable)	

SECTION 2 DESCRIPTION OF COMPLAINT

Provide all details of claim, including names, dates, sufficient evidence and any other relevant information. Provide attachment/s if necessary:



Supplier Complaint Form

HDN222866

SECTION 3 **ACKNOWLEDGMENT**

I confirm that all of the information provided above is true and correct to the best of my knowledge.

Signature of person/s
completing this form

Signature:

Date:

Full name:

Position:

NEXT STEPS

We will contact you within two business days of receiving your complaint to let you know what we will do to investigate your complaint. Your complaint will be treated seriously and we will contact you to keep you up to date.

GIVING FALSE OR MISLEADING INFORMATION IS A SERIOUS OFFENCE

The *Criminal Code 2002* (ACT) provides for significant penalties, including fines and imprisonment, for making a false or misleading statement to the Territory.

CONFIDENTIALITY

Any information the Territory gathers through this complaint management process will be treated as confidential and will be used by the Territory only for the purpose of resolving the complaint. The Territory may need to share the information you provide to relevant third parties to help resolve your complaint. You can request that your personal details be withheld. The Territory will respect your request. In the case where withholding your personal details makes it difficult to resolve your complaint we will contact you before taking further action.

Buying Goods and Services EVALUATION FORM

Evaluation

i Before you send your purchase to your delegate for approval you will need to complete the general information section of the evaluation as well as complete the evaluation criteria.

General Information

Purchase for:	Provision of Economic and Financial Analysis	RFQ Number:	HDN222866
Directorate:	Health	Section/Business Unit:	Northside Hospital
RFQ Type:	Multiple Quotes	Referees Requested:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date of RFQ Issue:	14/12/2022	RFQ Closing Date:	05/01/2023

Suppliers

i Once you have received your responses complete the supplier information followed by the evaluation criteria assessment and scoring. If you are using a single select only fill in the information for your selected suppliers.

All fields are mandatory.

Company Name:	Schedule 2.2(a)(xi)	Supplier Responded:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
ABN / ACN :		Response saved to G Drive:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Business Address:		Contact Phone:	Schedule 2.2(a)(ii)
Contact Person:		Contact Email:	

Company Name:	ACIL ALLEN	Supplier Responded:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
ABN / ACN :	Insert ABN / ACN	Response saved to G Drive:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Business Address:	Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601	Contact Phone:	Schedule 2.2(a)(ii)
Contact Person:	Dr Alex Gash	Contact Email:	a.gash@acilallen.com.au

Company Name:	Schedule 2.2(a)(xi)	Supplier Responded:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ABN / ACN :	Insert ABN / ACN	Response saved to G Drive:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Business Address:	Insert business address	Contact Phone:	Insert phone include area code
Contact Person:	Insert contact name	Contact Email:	

Evaluation Criteria

i Before you send out your RFQ you need to have determined your evaluation approach, this will help you achieve best value for money. You will need to assess each quote against the same predetermined criteria. There are three recommended criteria which cover:

1. Capability; can the supplier meet the requirements
2. Capacity; can it be delivered/produced within the timeframe
3. Affordability; is it within your budget or cost expectations

While the three recommended criteria are sufficient to evaluate your quotes, you may wish to add extra criteria to assist in determining a recommended supplier. Considerations may include:

- Social Procurement; social, ethical and community considerations
- Supplier’s experience and personnel
- Innovation
- Warranties and guarantees
- Communication, reporting and quality assurance

Please remember that in evaluating supplier’s responses risk should be considered as part of the score; for example, is there valuable information missing from the quote? Are there possible probity issues?

Value for money is generally assessed as the provision of goods and services at the optimum price and quality over an acceptable timeframe with due regard to whole of life costs and an acceptable level of risk. **For example,** a quote may come in considerably higher than another however the supplier has an excellent reputation for running community engagement projects. Just because the price is lower does not mean that a quote represents good value for money.

IMPORTANT -The ACT Government is committed to providing regional Small to Medium Enterprises (SMEs) with opportunities to win business. Giving the status of SMEs additional consideration is mandatory and you must consider this information as part of your evaluation.

Evaluation Rating Scale

i Use the rating scale to help you rate each of the supplier responses against each of your criteria.

Scale	Definition
0	No response/ does not meet requirement at all
1	Does not meet requirement to a satisfactory level
2	Partially meets requirement
3	Meets requirement to a satisfactory level
4	Meets requirement to a good level
5	Meets requirement to an exceptional level

CRITERION ONE: Does the response from the supplier demonstrate that it can meet the requested requirements?

Supplier	Score	Notes
Schedule 2.2(a)(xi)	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)

ACIL ALLEN	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5	Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)

CRITERION TWO: Does the response from the supplier demonstrate that it can meet your timetable for delivery and or start and finish work?

Supplier	Score	Notes
Schedule 2.2(a)(xi)	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)
ACIL ALLEN	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5	
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)

CRITERION THREE: Does the response from the supplier meet your budget or cost expectations?

Supplier	Score	Notes
Schedule 2.2(a)(xi)	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)
ACIL ALLEN	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5	
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)

CRITERION FOUR: Does the response demonstrate suitable previous experience?

Supplier	Score	Notes
Schedule 2.2(a)(xi)	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5	Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)

Schedule 2.2(a)(xi)		Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)
ACIL ALLEN	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	
Insert supplier's full name	<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5	Insert notes to support score (no word limit)

Summary

i Once you have evaluated all the responses, tally the score for each supplier.

Supplier	Score
Schedule 2.2(a)(xi)	13
ACIL ALLEN	15
Insert supplier's full name	Insert score

Final Score

Supplier	Final Score	Notes
Schedule 2.2(a)(xi)	13	Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)
ACIL ALLEN	15	
Insert supplier's full name	Insert final score	Insert notes to support score (no word limit)

Evaluation Recommendation

i Complete the information for your recommended supplier. Include notes to support your recommendation.

Recommended Supplier	Total Score	Notes
ACIL ALLEN	15	Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)

		Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)
--	--	--

Evaluation Personnel

i Complete the information for the evaluation personnel.

Evaluation Approach:	<input checked="" type="checkbox"/> Team <input type="checkbox"/> Individual	
Team Member One (Chair):	Caitlin Bladin	Ph: Schedule 2.2(a)(ii) Email: Caitlin.bladin@act.gov.au
Team Member Two:	David Jones	Ph: 02 620 76100 Email: David.jones@act.gov.au
Team Member Three:	Jyoti Ranjan Mishra	Ph: Schedule 2.2(a)(ii) Email: Jyoti.mishra@act.gov.au



ACIL ALLEN

**Response to RFQ for the Provision of
Economic and Financial Analysis**

Reference ID: HDN222866

Supplier Response Form

HDN222866

Supplier Details

Include details of the contact person regarding any queries, issues or other information for this RFQ

Supplier Name	ACIL Allen Pty Ltd
Contact Name	Dr Alex Gash
Contact Position:	Executive Director
Work:	Schedule 2.2(a)(ii)
Mobile:	
Email:	a.gash@acilallen.com.au
Postal Address:	Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601

Response to A.A.3 The Requirement

Required Services

Describe how your proposal satisfies the requirements

Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)

Response to A.A.3 (d) Delivery and Acceptance

Describe how your proposal satisfies the requirements

Milestone Instructions

Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)

Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)

Response to A.A.3 (e) Meetings

Describe how your proposal satisfies the requirements

Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)

Specified Personnel

If required for the provision of the services of this RFQ, you may include details of specified personnel including name, role and level classification, that you wish to nominate. Otherwise indicate 'not applicable'.

Name	Role	Level Classification
Dr Alex Gash	Project Director	Level 5
Michael Clark	Project Manager	Level 4
Quan Cu	Project Support	Level 3
Xavier Mah	Project Support	Level 2

Approved Subcontractors

If it is intended to use sub-contractors to deliver all or part of the services provide details (Company Name and ABN). Otherwise indicate 'not applicable'

Note in accordance with Clause 18.4 (1) of the Deed, the Service Provider must not subcontract the provision of the Services or assign the whole or part of the Deed or a Contract without the prior written consent of the Territory.

Company Name	ABN	Percentage of work to be assigned to sub-contractor
Not applicable		

Contract Price

Potential Suppliers are required to provide detailed pricing showing how the total Contract Price (provided in the VendorPanel response) has been calculated, including the allocation of personnel listed in the Contract Rates below and any known disbursements. Potential Suppliers may provide this detailed pricing as separate attachment.

\$95,950 (inclusive of GST and project disbursements)



Supplier Response Form HDN222866

Contract Rates

Provide the rates that will apply to the provision of the Services (capped in accordance with Schedule 3 of the Deed). If any Classification level is not required then either leave blank or insert "n/a" for the Rate.

Specify the rates that will apply for these services:

Level Classification	Rate (GST incl.)	Rate Type (Hourly / Daily)	Estimated % time
Level 1	Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)		
Level 2			
Level 3			
Level 4			
Level 5			

Conflict of Interest

Provide details of any actual or potential conflict of interest pursuant to clause 18.2 and any requirements as to how this is to be dealt with.

Not applicable

Confidential Text

The Territory may publish a public text version of any resultant Work Order. You may specify here any text within the Work Order (if any) that you wish to be considered confidential in respect of Section 35 of *The Government Procurement Act 2001* (ACT).

Parts of this Response that are to be considered as Confidential Text	Applicable grounds under section 35(1) Procurement Act
Contract Rates section	Commercial in confidence information

Special Conditions of Quotation

Include details of any special conditions you wish to be considered for inclusion in the Work Order. Otherwise indicate 'not applicable'.

Not applicable

From: Bladin, Caitlin (Health)
Sent: Tuesday, 10 January 2023 3:46 PM
To: Mishra, Jyoti (Health)
Subject: RE: Tender Evaluation Report

Follow Up Flag: Follow up
Flag Status: Flagged

OFFICIAL: Sensitive

Ok thanks Jyoti, I understand I think we'll just have to make sure the work order is read in conjunction with the relevant attachments and filed accordingly.

Thanks for your work on this.

Caitlin

From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Sent: Tuesday, 10 January 2023 3:39 PM
To: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: RE: Tender Evaluation Report

OFFICIAL: Sensitive

Hi Caitlin,

I understand your queries but I tried my level best to incorporate them but some I cant as they are system generated.

I have replied to your comments and I have also generated a latest version where I have added few statement of requirement points.

This document has to be finally submitted in the portal.

Regards
Jyoti

From: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Sent: Tuesday, 10 January 2023 1:52 PM
To: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Subject: RE: Tender Evaluation Report

OFFICIAL: Sensitive

Hi Jyoti

I think we are still missing some information – I've put comments in the document.

Thanks!

Caitlin

From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Sent: Tuesday, 10 January 2023 1:38 PM
To: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: RE: Tender Evaluation Report

OFFICIAL: Sensitive

Hi Caitlin,

I have revised the Work order but I am unable to insert our Statement of requirements so I have asked Tim to have a look.

However I have inserted suppliers reply.

Please have a review and let me know.

Regards
Jyoti

From: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Sent: Tuesday, 10 January 2023 1:34 PM
To: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Subject: RE: Tender Evaluation Report

OFFICIAL: Sensitive

Thanks Jyoti

I've made some changes to the brief, can you please get Liz to approve the contract amount (there should be financial section in the brief I think) – and I think we need her to sign the workorder? So let's get that all together so we can let Acil Allen know

Thanks!

Caitlin

From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Sent: Monday, 9 January 2023 7:58 PM
To: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>; Jones, David (Health) <David.Jones@act.gov.au>
Subject: RE: Tender Evaluation Report

OFFICIAL: Sensitive

Hi Caitlin,

Please find draft EGM minute for approval of ACIL ALLEN.

Regards
Jyoti

From: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Sent: Monday, 9 January 2023 4:31 PM

To: Jones, David (Health) <David.Jones@act.gov.au>; Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Subject: Tender Evaluation Report

OFFICIAL: Sensitive

Hi David and Jyoti

Thank you for your time earlier this afternoon.

Please see at the link a draft tender evaluation report for review. [Evaluation-Buying-GS \(2\) \(A40231420\)](#)

Once you have reviewed, with [@Mishra, Jyoti \(Health\)](#) help we will pull together the right paperwork for Liz to sign off on our recommendation and the relevant short form contract documentation.

Happy to discuss

Thanks again

Sincerely

Caitlin Bladin

Senior Director | Northside Hospital Project

Mobile Schedule 2.2(a)(ii) caitlin.bladin@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate

4 Bowes Street, Phillip | Ngunnawal Country | www.health.act.gov.au

(pronouns she/her)

[Contact me on Teams!](#)

Please note I am not in the office on Fridays

From: Mishra, Jyoti (Health)
Sent: Wednesday, 11 January 2023 9:06 AM
To: Bladin, Caitlin (Health)
Subject: FW: Work Order AHD-22-23-004 prepared 10 Jan 2023 TR review (A40271429)
Attachments: Work Order AHD-22-23-004 prepared 10 Jan 2023 TR review (A40271429).docx

Follow Up Flag: Follow up
Flag Status: Flagged

OFFICIAL

Hi Caitlin,

Please find the revised Work order verified by Tim.

If you have any concerns please let me know, I have set up a time today with Tim to discuss.

Regards
Jyoti

From: Roach, Tim (Health) <Tim.M.Roach@act.gov.au>
Sent: Wednesday, 11 January 2023 8:20 AM
To: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Subject: Work Order AHD-22-23-004 prepared 10 Jan 2023 TR review (A40271429)

OFFICIAL

Hi Jyoti,

Please see attached. I have reworked the work order now and it reduces the concerns I had.

I have removed their response and added the relevant information into the main body of the document. This includes the specifications, milestones and meetings, specified personnel, Territory material, schedule of rates as well as adding a special condition that they must sign a deed of confidentiality prior to commencement.

I am still happy to meet today and discuss the reasoning behind this.

Kind regards,

Tim Roach.



Work Order (cont.)

Ref: AHD-22-23-004

This Work Order is issued Under **DEED 2019.22912.21002** (Deed) on 11-Jul-2019

No contractual arrangement arises until the Service Provider and the Territory's approving delegate have signed this Work Order. In addition to the matters set out in this Work Order, the provision of Services is subject to and must be read with the Deed and any applicable Category Terms.

GENERAL		
1	Work Order Number <i>See clause 1.1 of the Deed definition of "Invoice"</i>	AHD-22-23-004
2	Requesting Entity <i>See clauses 1.1 and 3.7 of the Deed</i>	ACT Health Directorate
3	Service Provider name	ACIL ALLEN (ABN 68 102 652 148)
4	Contract Term <i>See clauses 1.1 and 2.2 of the Deed</i>	From 13-Jan-2023 until 17-Mar-2023.
5	Extension Period <i>See clause 2.2 of the Deed</i>	
6	Territory Contact Officer <i>See clauses 1.1, 4.1(3), and 16.10 of the Deed.</i>	Caitlin Bladin 2-6 Bowes Street, ACT-2606 caitlin.bladin@act.gov.au
7	Service Provider Contact Officer <i>See clauses 1.1, and 16.10 of the Deed.</i>	Dr Alex Gash Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 a.gash@acilallen.com.au
SERVICES		
8	Services Category <i>See clause 1.1 of the Deed.</i>	Provision of economic services.



Work Order (cont.)

Ref: AHD-22-23-004

9

Provision of Services

See clauses 1.1 and 4 of the Deed.

The provider will undertake a desktop economic, financial and budget analysis including an economic cost benefit analysis, financial analysis as it relates to the ACT Government and relevant parties, and an ACT Government budget impact assessment associated with different hospital operating models.

The provider will work with ACTHD to identify the appropriate operating models/scenarios for assessment, but it will include consideration of:

- Networked health services (i.e. a single provider across a health system);
- Privatised health services;
- Identification and analysis of any efficiencies/inefficiencies identified with the current model of health service provision;
- Timeframes for potential costs and benefits to flow for each operating model (and the impacted parties); and,
- Identification of, and recommendations relating to, any other potential costs, benefits or efficiencies that could be derived through different operating models.

The provider may be required to work with the Territory's commercial and technical advisors on the Northside Hospital project.

The provider will undertake the work using the below five-phase methodology.

- **Phase 1: Project Inception:** This provides an opportunity to brief us on the appropriate context and build a shared understanding of project requirements.
- **Phase 2: Option Development:** This will involve working with the project sponsor to deliver and define operation model options relevant to the new Northside Hospital.
- **Phase 3: Data Collection:** This will involve the collection of data and information to support the ensuing analytical tasks.
- **Phase 4: Analysis:** This will entail the completion of two analytical tasks: (1) financial impact analysis and (2) cost benefit analysis.
- **Phase 5: Reporting:** This will involve the development of reporting outputs and subsequently, the feedback / review process. To conclude the project, we offer to hold a briefing session with the ACTHD and its stakeholders on the findings of this project.

10	<p>Timeframes</p> <p><i>See clause 4.1(2)(d) of the Deed.</i></p> <p>Milestone Instructions</p> <table border="1" data-bbox="268 387 1378 707"> <thead> <tr> <th>Milestone</th> <th>Milestone Description</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td>Project Plan</td> <td>Delivery and acceptance by the Territory of the project plan</td> <td>early January</td> </tr> <tr> <td>Draft report</td> <td>Delivery of a draft report including economic, financial and budget analysis to the Territory</td> <td>early February</td> </tr> <tr> <td>Final Report</td> <td>Finalisation and acceptance of the report by the Territory</td> <td>early - mid March</td> </tr> </tbody> </table> <p>The provider will be required to attend to the following meetings:</p> <table border="1" data-bbox="276 797 1378 1081"> <thead> <tr> <th>Type</th> <th>Position Required</th> <th>Frequency</th> <th>Method</th> </tr> </thead> <tbody> <tr> <td>Inception Meeting</td> <td>Territory officials</td> <td>On Commencement</td> <td>Videoconference</td> </tr> <tr> <td>Project meetings</td> <td>Territory and supplier project team</td> <td>Weekly</td> <td>Videoconference</td> </tr> <tr> <td>Presentation of report</td> <td>Territory officials</td> <td>On Request</td> <td>Face to Face</td> </tr> </tbody> </table>	Milestone	Milestone Description	Due Date	Project Plan	Delivery and acceptance by the Territory of the project plan	early January	Draft report	Delivery of a draft report including economic, financial and budget analysis to the Territory	early February	Final Report	Finalisation and acceptance of the report by the Territory	early - mid March	Type	Position Required	Frequency	Method	Inception Meeting	Territory officials	On Commencement	Videoconference	Project meetings	Territory and supplier project team	Weekly	Videoconference	Presentation of report	Territory officials	On Request	Face to Face
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11	<p>Service Levels/performance management</p> <p><i>See clause 4.1(2)(c) and (f) of the Deed.</i></p> <p>No Service Levels specified.</p>																												
12	<p>Reporting requirements</p> <p><i>See clause 4 of the Deed.</i></p> <p>No Reports specified</p>																												
13	<p>Standards/ Requirements / Qualifications</p> <p><i>See clause 4.1(2) (f) of the Deed</i></p> <p>No additional standards, practice or guidelines, requirements or qualifications apply.</p>																												
	<p>Additional Work Health and Safety</p> <p>Nil.</p>																												
14	<p>Transition and implementation</p> <p><i>See clause 4 of the Deed.</i></p> <p>Nil.</p>																												
15	<p>Specified Personnel</p> <p><i>See clause 7 of the Deed.</i></p> <table border="1" data-bbox="284 1787 1158 2047"> <thead> <tr> <th>Name</th> <th>Role</th> </tr> </thead> <tbody> <tr> <td>Dr Alex Gash</td> <td>Project Director</td> </tr> <tr> <td>Michael Clark</td> <td>Project Manager</td> </tr> <tr> <td>Quan Cu</td> <td>Project Support</td> </tr> <tr> <td>Xavier Mah</td> <td>Project Support</td> </tr> </tbody> </table>	Name	Role	Dr Alex Gash	Project Director	Michael Clark	Project Manager	Quan Cu	Project Support	Xavier Mah	Project Support																		
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Xavier Mah	Project Support																												



Work Order (cont.)

Ref: AHD-22-23-004

16	<p>Approved Subcontractors <i>See clauses 7 and 16.4 of the Deed.</i> Nil.</p>										
INSURANCE AND LIABILITY											
17	<p>Insurance <i>See clause 11.1(4) of the Deed.</i> No other than that required under the Deed.</p>										
18	<p>Monetary cap on liability <i>See clause 12.2(2) of the Deed.</i> Nil.</p>										
USE OF MATERIAL											
19	<p>Territory Material <i>See clauses 1.1 and 8 of the Deed.</i> Relevant documents will be provided to the provider once confidentiality agreements have been executed.</p>										
OTHER											
20	<p>Confidential Text <i>See clauses 1.1 and 10 of the Deed.</i> Not applicable.</p>										
21	<p>Grounds for Confidential Text <i>See clauses 1.1 and 10 of the Deed.</i> Not Applicable.</p>										
22	<p>Conflict of Interest <i>See clause 16.2 of the Deed.</i> Nil reported.</p>										
CONTRACT PRICE											
23	<p>Contract Price <i>See clauses 1.1 and 5 of the Deed.</i> The Contract Price for the Services under this Contract is \$95 950.00 (GST inclusive).</p>										
24	<p>Schedule of Rates <i>See clauses 1.1 and 2.5 of the Deed.</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Classification Level (as per Deed Schedule 3)</th> <th style="text-align: center;">Estimated % time on project</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Level 2</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">Level 3</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">Level 4</td> <td style="text-align: center;">30</td> </tr> <tr> <td style="text-align: center;">Level 5</td> <td style="text-align: center;">30</td> </tr> </tbody> </table>	Classification Level (as per Deed Schedule 3)	Estimated % time on project	Level 2	20	Level 3	20	Level 4	30	Level 5	30
Classification Level (as per Deed Schedule 3)	Estimated % time on project										
Level 2	20										
Level 3	20										
Level 4	30										
Level 5	30										



Work Order (cont.)

Ref: AHD-22-23-004

25	Disbursements <i>See clause 5.1(2) of the Deed.</i> Nil
26	Invoicing arrangements <i>See clauses 1.1 and 5.1(1) of the Deed.</i> Invoices are to be delivered in accordance with the Deed, to: caitlin.bladin@act.gov.au 1. The Contract Price shall be payable progressively, monthly in arrears. 2. The progressive payments shall be calculated as a factor of agreed rates in item 24 Schedule of Rates. 2. The Service Provider may submit an Invoice for each progress payment following the last working day of the relevant month. 3. Notwithstanding this item, the Service Provider shall provide the Services within the Contract Price provided in item 23.
LOCAL INDUSTRY PARTICIPATION	
27	Economic Contribution Test Nil
SPECIAL CONDITIONS	
28	Special terms and Conditions The provider must sign a Deed of Confidentiality prior to commencement.

Service Provider:

Name:

Signature:

Date:

Position:

Ph:

Email:

The Service Provider may not commence this work until this form has been signed by the Territory's approving delegate and returned to the Service Provider, at which stage the Work Order becomes a final Work Order and, together with the Deed and any applicable Category Terms, forms the parties' contract for the Services.

Territory's approving delegate:

Name:

Signature:

Date:

Position:

Ph:

Email:



Work Order (cont.)

Ref: AHD-22-23-004

Attachment A – Detailed Specification

Not Applicable



Work Order (cont.)

Ref: AHD-22-23-004

Attachment B – Pricing Schedule

No additional pricing Schedule attached.

From: Lopa, Liz (Health)
Sent: Wednesday, 11 January 2023 12:56 PM
To: Mishra, Jyoti (Health)
Cc: ACT Health StrategicInfrastructure; Oliver, Stephanie (Health); Bladin, Caitlin (Health)
Subject: RE: For Endorsement - Financial and Economic Analysis Contract - ACIL ALLEN

Categories: Steph

OFFICIAL

All agreed

Thanks

Liz

From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Sent: Tuesday, 10 January 2023 3:17 PM
To: Lopa, Liz (Health) <Liz.Lopa@act.gov.au>
Cc: ACT Health StrategicInfrastructure <ACTHealthStrategicInfrastructure@act.gov.au>; Oliver, Stephanie (Health) <Stephanie.Oliver@act.gov.au>; Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: For Endorsement - Financial and Economic Analysis Contract - ACIL ALLEN

OFFICIAL

Hi Liz,

Please find the brief for endorsement to finalize "ACIL ALLEN" as the consultant for working on the financial and economic analysis of the Northside Hospital project.

Regards,

Jyoti Ranjan Mishra | Project Coordinator | Northside Hospital Planning Project

Ph: (02) 6207 6058 | Email: Jyoti.mishra@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate

2-6 Bowes Street Phillip ACT 2606

health.act.gov.au



From: Mishra, Jyoti (Health)
Sent: Wednesday, 11 January 2023 1:30 PM
To: Bladin, Caitlin (Health)
Cc: West, Alice (Health)
Subject: FW: For Endorsement - Financial and Economic Analysis Contract - ACIL ALLEN
Attachments: Work Order AHD-22-23-004 prepared 10 Jan 2023 TR review (A40271429).docx

Follow Up Flag: Follow up
Flag Status: Flagged

OFFICIAL

Hi Caitlin,

As the minute has been approved, we can now forward the Work order to ACIL ALLEN for endorsement.

I had a chat with Tim and there are no issues now with the Work order.

So please let me know if you want to add anything else.

Regards
Jyoti

From: Lopa, Liz (Health) <Liz.Lopa@act.gov.au>
Sent: Wednesday, 11 January 2023 12:56 PM
To: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Cc: ACT Health StrategicInfrastructure <ACTHealthStrategicInfrastructure@act.gov.au>; Oliver, Stephanie (Health) <Stephanie.Oliver@act.gov.au>; Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: RE: For Endorsement - Financial and Economic Analysis Contract - ACIL ALLEN

OFFICIAL

All agreed

Thanks

Liz

From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Sent: Tuesday, 10 January 2023 3:17 PM
To: Lopa, Liz (Health) <Liz.Lopa@act.gov.au>
Cc: ACT Health StrategicInfrastructure <ACTHealthStrategicInfrastructure@act.gov.au>; Oliver, Stephanie (Health) <Stephanie.Oliver@act.gov.au>; Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: For Endorsement - Financial and Economic Analysis Contract - ACIL ALLEN

OFFICIAL

Hi Liz,

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Regards,

Jyoti Ranjan Mishra | Project Coordinator | Northside Hospital Planning Project

Ph: (02) 6207 6058 | Email: Jyoti.mishra@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate

2-6 Bowes Street Phillip ACT 2606

health.act.gov.au





Work Order (cont.)

Ref: AHD-22-23-004

This Work Order is issued Under **DEED 2019.22912.21002** (Deed) on 11-Jul-2019

No contractual arrangement arises until the Service Provider and the Territory's approving delegate have signed this Work Order. In addition to the matters set out in this Work Order, the provision of Services is subject to and must be read with the Deed and any applicable Category Terms.

GENERAL		
1	Work Order Number <i>See clause 1.1 of the Deed definition of "Invoice"</i>	AHD-22-23-004
2	Requesting Entity <i>See clauses 1.1 and 3.7 of the Deed</i>	ACT Health Directorate
3	Service Provider name	ACIL ALLEN (ABN 68 102 652 148)
4	Contract Term <i>See clauses 1.1 and 2.2 of the Deed</i>	From 13-Jan-2023 until 17-Mar-2023.
5	Extension Period <i>See clause 2.2 of the Deed</i>	
6	Territory Contact Officer <i>See clauses 1.1, 4.1(3), and 16.10 of the Deed.</i>	Caitlin Bladin 2-6 Bowes Street, ACT-2606 caitlin.bladin@act.gov.au
7	Service Provider Contact Officer <i>See clauses 1.1, and 16.10 of the Deed.</i>	Dr Alex Gash Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 a.gash@acilallen.com.au
SERVICES		
8	Services Category <i>See clause 1.1 of the Deed.</i>	Provision of economic services.



Work Order (cont.)

Ref: AHD-22-23-004

9

Provision of Services

See clauses 1.1 and 4 of the Deed.

The provider will undertake a desktop economic, financial and budget analysis including an economic cost benefit analysis, financial analysis as it relates to the ACT Government and relevant parties, and an ACT Government budget impact assessment associated with different hospital operating models.

The provider will work with ACTHD to identify the appropriate operating models/scenarios for assessment, but it will include consideration of:

- Networked health services (i.e. a single provider across a health system);
- Privatised health services;
- Identification and analysis of any efficiencies/inefficiencies identified with the current model of health service provision;
- Timeframes for potential costs and benefits to flow for each operating model (and the impacted parties); and,
- Identification of, and recommendations relating to, any other potential costs, benefits or efficiencies that could be derived through different operating models.

The provider may be required to work with the Territory's commercial and technical advisors on the Northside Hospital project.

The provider will undertake the work using the below five-phase methodology.

- **Phase 1: Project Inception:** This provides an opportunity to brief us on the appropriate context and build a shared understanding of project requirements.
- **Phase 2: Option Development:** This will involve working with the project sponsor to deliver and define operation model options relevant to the new Northside Hospital.
- **Phase 3: Data Collection:** This will involve the collection of data and information to support the ensuing analytical tasks.
- **Phase 4: Analysis:** This will entail the completion of two analytical tasks: (1) financial impact analysis and (2) cost benefit analysis.
- **Phase 5: Reporting:** This will involve the development of reporting outputs and subsequently, the feedback / review process. To conclude the project, we offer to hold a briefing session with the ACTHD and its stakeholders on the findings of this project.

All communications should be copied to northsidehospitalproject@act.gov.au.

10	<p>Timeframes</p> <p><i>See clause 4.1(2)(d) of the Deed.</i></p> <p>Milestone Instructions</p> <table border="1" data-bbox="268 387 1378 707"> <thead> <tr> <th>Milestone</th> <th>Milestone Description</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td>Project Plan</td> <td>Delivery and acceptance by the Territory of the project plan</td> <td>early January</td> </tr> <tr> <td>Draft report</td> <td>Delivery of a draft report including economic, financial and budget analysis to the Territory</td> <td>early February</td> </tr> <tr> <td>Final Report</td> <td>Finalisation and acceptance of the report by the Territory</td> <td>early - mid March</td> </tr> </tbody> </table> <p>The provider will be required to attend to the following meetings:</p> <table border="1" data-bbox="276 797 1378 1081"> <thead> <tr> <th>Type</th> <th>Position Required</th> <th>Frequency</th> <th>Method</th> </tr> </thead> <tbody> <tr> <td>Inception Meeting</td> <td>Territory officials</td> <td>On Commencement</td> <td>Videoconference</td> </tr> <tr> <td>Project meetings</td> <td>Territory and supplier project team</td> <td>Weekly</td> <td>Videoconference</td> </tr> <tr> <td>Presentation of report</td> <td>Territory officials</td> <td>On Request</td> <td>Face to Face</td> </tr> </tbody> </table>	Milestone	Milestone Description	Due Date	Project Plan	Delivery and acceptance by the Territory of the project plan	early January	Draft report	Delivery of a draft report including economic, financial and budget analysis to the Territory	early February	Final Report	Finalisation and acceptance of the report by the Territory	early - mid March	Type	Position Required	Frequency	Method	Inception Meeting	Territory officials	On Commencement	Videoconference	Project meetings	Territory and supplier project team	Weekly	Videoconference	Presentation of report	Territory officials	On Request	Face to Face
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11	<p>Service Levels/performance management</p> <p><i>See clause 4.1(2)(c) and (f) of the Deed.</i></p> <p>No Service Levels specified.</p>																												
12	<p>Reporting requirements</p> <p><i>See clause 4 of the Deed.</i></p> <p>No Reports specified</p>																												
13	<p>Standards/ Requirements / Qualifications</p> <p><i>See clause 4.1(2) (f) of the Deed</i></p> <p>No additional standards, practice or guidelines, requirements or qualifications apply.</p>																												
	<p>Additional Work Health and Safety</p> <p>Nil.</p>																												
14	<p>Transition and implementation</p> <p><i>See clause 4 of the Deed.</i></p> <p>Nil.</p>																												
15	<p>Specified Personnel</p> <p><i>See clause 7 of the Deed.</i></p> <table border="1" data-bbox="284 1787 1158 2047"> <thead> <tr> <th>Name</th> <th>Role</th> </tr> </thead> <tbody> <tr> <td>Dr Alex Gash</td> <td>Project Director</td> </tr> <tr> <td>Michael Clark</td> <td>Project Manager</td> </tr> <tr> <td>Quan Cu</td> <td>Project Support</td> </tr> <tr> <td>Xavier Mah</td> <td>Project Support</td> </tr> </tbody> </table>	Name	Role	Dr Alex Gash	Project Director	Michael Clark	Project Manager	Quan Cu	Project Support	Xavier Mah	Project Support																		
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Work Order (cont.)

Ref: AHD-22-23-004

16	<p>Approved Subcontractors <i>See clauses 7 and 16.4 of the Deed.</i> Nil.</p>										
INSURANCE AND LIABILITY											
17	<p>Insurance <i>See clause 11.1(4) of the Deed.</i> No other than that required under the Deed.</p>										
18	<p>Monetary cap on liability <i>See clause 12.2(2) of the Deed.</i> Nil.</p>										
USE OF MATERIAL											
19	<p>Territory Material <i>See clauses 1.1 and 8 of the Deed.</i> Relevant documents will be provided to the provider once confidentiality agreements have been executed.</p>										
OTHER											
20	<p>Confidential Text <i>See clauses 1.1 and 10 of the Deed.</i> Not applicable.</p>										
21	<p>Grounds for Confidential Text <i>See clauses 1.1 and 10 of the Deed.</i> Not Applicable.</p>										
22	<p>Conflict of Interest <i>See clause 16.2 of the Deed.</i> Nil reported.</p>										
CONTRACT PRICE											
23	<p>Contract Price <i>See clauses 1.1 and 5 of the Deed.</i> The Contract Price for the Services under this Contract is \$95 950.00 (GST inclusive).</p>										
24	<p>Schedule of Rates <i>See clauses 1.1 and 2.5 of the Deed.</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Classification Level (as per Deed Schedule 3)</th> <th style="text-align: center;">Estimated % time on project</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Level 2</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">Level 3</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">Level 4</td> <td style="text-align: center;">30</td> </tr> <tr> <td style="text-align: center;">Level 5</td> <td style="text-align: center;">30</td> </tr> </tbody> </table>	Classification Level (as per Deed Schedule 3)	Estimated % time on project	Level 2	20	Level 3	20	Level 4	30	Level 5	30
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Level 5	30										



Work Order (cont.)

Ref: AHD-22-23-004

25	Disbursements <i>See clause 5.1(2) of the Deed.</i> Nil
26	Invoicing arrangements <i>See clauses 1.1 and 5.1(1) of the Deed.</i> Invoices are to be delivered in accordance with the Deed, to: caitlin.bladin@act.gov.au and northsidehospitalproject@act.gov.au 1. The Contract Price shall be payable progressively, monthly in arrears. 2. The progressive payments shall be calculated as a factor of agreed rates in item 24 Schedule of Rates. 2. The Service Provider may submit an Invoice for each progress payment following the last working day of the relevant month. 3. Notwithstanding this item, the Service Provider shall provide the Services within the Contract Price provided in item 23.
LOCAL INDUSTRY PARTICIPATION	
27	Economic Contribution Test Nil
SPECIAL CONDITIONS	
28	Special terms and Conditions The provider must sign a Deed of Confidentiality prior to commencement.

Service Provider:

Name:

Signature:

Date:

Position:

Ph:

Email:

The Service Provider may not commence this work until this form has been signed by the Territory's approving delegate and returned to the Service Provider, at which stage the Work Order becomes a final Work Order and, together with the Deed and any applicable Category Terms, forms the parties' contract for the Services.

Territory's approving delegate:

Name:

Signature:

Date:

Position:

Ph:

Email:



Work Order (cont.)

Ref: AHD-22-23-004

Attachment A – Detailed Specification

Not Applicable



Work Order (cont.)

Ref: AHD-22-23-004

Attachment B – Pricing Schedule

No additional pricing Schedule attached.

From: Bladin, Caitlin (Health)
Sent: Wednesday, 11 January 2023 2:23 PM
To: Mishra, Jyoti (Health)
Cc: West, Alice (Health)
Subject: RE: For Endorsement - Financial and Economic Analysis Contract - ACIL ALLEN

Follow Up Flag: Follow up
Flag Status: Flagged

OFFICIAL

Hi Jyoti

Yes, can you please provide the draft work order and the confidentiality agreement for ACIL Allen to execute

Thanks,

Caitlin

From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Sent: Wednesday, 11 January 2023 1:30 PM
To: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Cc: West, Alice (Health) <Alice.West@act.gov.au>
Subject: FW: For Endorsement - Financial and Economic Analysis Contract - ACIL ALLEN

OFFICIAL

Hi Caitlin,

As the minute has been approved, we can now forward the Work order to ACIL ALLEN for endorsement.

I had a chat with Tim and there are no issues now with the Work order.

So please let me know if you want to add anything else.

Regards
Jyoti

From: Lopa, Liz (Health) <Liz.Lopa@act.gov.au>
Sent: Wednesday, 11 January 2023 12:56 PM
To: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Cc: ACT Health StrategicInfrastructure <ACTHealthStrategicInfrastructure@act.gov.au>; Oliver, Stephanie (Health) <Stephanie.Oliver@act.gov.au>; Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: RE: For Endorsement - Financial and Economic Analysis Contract - ACIL ALLEN

OFFICIAL

All agreed

Thanks

Liz

From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>

Sent: Tuesday, 10 January 2023 3:17 PM

To: Lopa, Liz (Health) <Liz.Lopa@act.gov.au>

Cc: ACT Health StrategicInfrastructure <ACTHealthStrategicInfrastructure@act.gov.au>; Oliver, Stephanie (Health) <Stephanie.Oliver@act.gov.au>; Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>

Subject: For Endorsement - Financial and Economic Analysis Contract - ACIL ALLEN

OFFICIAL

Hi Liz,

Please find the brief for endorsement to finalize "ACIL ALLEN" as the consultant for working on the financial and economic analysis of the Northside Hospital project.

Regards,

Jyoti Ranjan Mishra | Project Coordinator | Northside Hospital Planning Project

Ph: (02) 6207 6058 | Email:Jyoti.mishra@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate

2-6 Bowes Street Phillip ACT 2606

health.act.gov.au



From: Mishra, Jyoti (Health) on behalf of ACT Health, Northside Hospital Project
Sent: Wednesday, 11 January 2023 3:24 PM
To: a.gash@acilallen.com.au
Cc: Bladin, Caitlin (Health); West, Alice (Health)
Subject: For endorsement - Draft Work Order and Deed of Confidentiality - Northside Hospital Project
Attachments: Deed_of_Confidentiality - Non Public Servant.pdf; Work Order AHD-22-23-004 prepared 10 Jan 2023 TR review.pdf

OFFICIAL: Sensitive

Hi Alex,

We have chosen ACIL ALLEN as preferred consultant for the Economic and financial analysis of the Northside hospital project.

So please review the draft work order and deed of confidentiality.

Kindly endorse them and revert back to us asap.

If you have any concerns please email northsidehospitalproject@act.gov.au

Regards,

Jyoti Ranjan Mishra | Project Coordinator | Northside Hospital Planning Project

Ph: (02) 6207 6058 | Email: Jyoti.mishra@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate

2-6 Bowes Street Phillip ACT 2606

health.act.gov.au





DEED OF CONFIDENTIALITY AND CONFLICT OF INTEREST – NON ACT PUBLIC SERVANTS

Dated	11 January 2023
Parties	AUSTRALIAN CAPITAL TERRITORY ACT HEALTH AND ACIL ALLEN
Description	UNDERTAKING AS TO CONFIDENTIALITY AND CONFLICT OF INTEREST
Prepared by	ACT HEALTH
	Ref:
Version	26/6/2015

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by ACT HEALTH

ACIL ALLEN (ABN 68 102 652 148) of Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 (**Confidant**)

BACKGROUND

- A. The Territory has engaged the Confidant for the purpose of working on the Northside Hospital project as the economic and financial advisor.
- B. In the course of the Confidant performing the Services, the Confidant may have access to, and may become aware of, Confidential Information belonging to, or in the possession of the Territory.
- C. The Territory requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Territory's Confidential Information is kept confidential and that the Confidant only acts in the best interests of the Territory.

THE PARTIES AGREE as follows.

1. Interpretation

- (1) Unless the context requires or this Deed specifies otherwise, the following definitions apply in this Deed:
 - (a) **Approved Purpose** means provision of services on the Northside Hospital Project as Economic and Financial Advisor and includes any actions reasonably necessary for the proper and effective performance of this role by the Confidant.
 - (b)
 - (c) **Confidential Information** means any information that:
 - (i) is by its nature confidential;
 - (ii) the Confidant knows, or ought to know, is confidential;
 - (iii) the Territory communicates to the Confidant (whether in writing or not) as being confidential;
 - (iv) is Personal Information; or

(v) relates to:

1. any information technology needs, intellectual property rights or assessments of an administrative body of the Territory such as a Directorate;
2. the financial, corporate or commercial information of a Directorate;
3. the affairs of a third party (provided the information is not in the public domain); and
4. the strategies, practices and procedures of a Directorate and any information in the Confidant's possession arising out of the undertaking of the Services,

but excludes any information which:

- (i) is in the public domain, unless it is in the public domain due to a breach of confidentiality by the Confidant or another person;
 - (ii) has been independently developed by the Confidant; or
 - (iii) is in the possession of the Confidant without breach of confidentiality by the Confidant or another person.
- (d) **Contract Officer** means, in relation to each party, the representatives whose names and contract details are specified in **Item 1 Schedule 1** of the relevant agreement or as notified from time to time by one party to the other.
- (e) **Directorate** means a directorate of the Territory.
- (f) **Personal Information** means information or an opinion (including information or an opinion that forms part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- (g) **Services** means the services described in the Work Order or other services as agreed between the Territory and the Confidant.
- (h) **Territory** means:
- (i) when used in a geographical sense, the Australian Capital Territory; and
 - (ii) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).
- (i) **Territory Material** means any material that the Territory provides to the Confidant in relation to the Services, including documents, equipment, information, electronic storage devices from which images, sounds, messages

or writing can be produced or reproduced (such as a USB flash drive), and data stored by any means.

- (2) This Deed:
 - (a) must be read in conjunction with the Panel Agreement and the Work Order; and
 - (b) adds to, but does not limit the effect of, the Panel Agreement and the Work Order.

- (3) In this Deed, unless the context requires otherwise:
 - (a) references to “Confidant” include any of the Confidant’s employees, agents, officers, consultants or sub-contractors;
 - (b) references to legislation, or to provisions in legislation, include references to:
 - (i) amendments or re-enactments of the legislation; and
 - (ii) all regulations and instruments issued under the legislation;
 - (c) words in the singular include the plural and vice versa;
 - (d) headings:
 - (i) are for convenience only; and
 - (ii) do not affect the construction or interpretation of this Deed;
 - (e) an obligation imposed on more than one person binds them jointly and severally;
 - (f) the word “include”, and any derivation of “include”, must not be construed as a word of limitation; and
 - (g) a reference to “interest” includes but is not limited to direct, indirect, personal, pecuniary and non-pecuniary interests.

2. Governing law and compliance with the law

- (1) The law for the time being in force in the Territory governs this Deed.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of the Territory.
- (3) The Confidant must comply with the laws from time to time in force in the Territory in performing the Services.

3. Confidentiality undertakings

- (1) The Confidant:

- (a) acknowledges and agrees that improper use, or disclosure of any Confidential Information and Territory Material obtained in the course of providing the Services will be detrimental to the Territory; and
- (b) must ensure that such Confidential Information and Territory Material is used only for the Approved Purpose.

4. Non-disclosure of Confidential Information

- (1) The Confidant must not disclose Confidential Information to any person unless:
 - (a) the Territory has provided its prior written consent; or
 - (b) the Confidential Information is:
 - (i) required or authorised to be disclosed by law;
 - (ii) disclosed to the Confidant's solicitors, auditors, insurers or advisers;
 - (iii) generally available to the public; or
 - (iv) in the possession of the Confidant, without restriction in relation to disclosure, before the date of receipt from the Territory.
- (2) The Territory may in its absolute discretion:
 - (a) grant or withhold its consent;
 - (b) if it does provide consent, impose any terms and conditions that it considers appropriate; and
 - (c) require the Confidant to ensure that the party to whom the Confidant will disclose the Confidential Information executes a deed on any terms and conditions that the Territory imposes.

5. Restriction on use of Confidential Information and Territory Material

- (1) The Confidant must use the Confidential Information and Territory Material solely for the Approved Purpose.
- (2) The Consultant must not disclose any of the Confidential Information or give any Territory Material to any person other than those of its employees, consultants and professional advisors who need access to that Confidential Information or Territory Material for the purposes of providing the Services, who are aware of the requirements of this Deed, and who are bound by an enforceable obligation of confidentiality.

6. Conflicts of interest

- (1) In performing the Services the Confidant:
 - (a) undertakes to act solely in the best interests of the Territory;

- (b) will not use its role to gain its own commercial advantage, for example to participate in any other procurement process conducted by an administrative body or Directorate of the Territory, or to otherwise solicit any business for the Confidant;
 - (c) must not place itself in any position that may or does give rise to any risk of a conflict of interest between the Territory and the Confidant; and
 - (d) must immediately declare to the Territory's representative, any perceived, actual or potential conflict of interest that may arise during performance of the Services.
- (2) The Confidant warrants that, at the date of executing this Deed, it has made diligent and proactive enquiries and it does not know of any conflict of interest that exists or is likely to arise in performing:
- (a) the Services; or
 - (b) any other obligation under the Panel Agreement.

7. Management of conflicts of interest

- (1) The Confidant acknowledges that probity and the ongoing management of any potential conflicts of interest is a priority for the Territory.
- (2) The Territory may require the Confidant to ensure that an authorised person:
- (a) at the time of executing this Deed, honestly, fully and accurately completes a "Declaration of Interests" (**Declaration**);
 - (b) updates the Declaration when there is any change in the Confidant's interests; and
 - (c) sends any updated Declaration to the Territory as soon as possible.
- (3) If a conflict of interest or a risk of a conflict of interest arises, the Confidant must:
- (a) immediately notify the Territory in writing; and
 - (b) comply with any requirement that the Territory imposes to eliminate or otherwise deal with that conflict or risk of conflict.

8. Indemnity

- (1) The Confidant indemnifies the Territory against any costs, liabilities, losses and claims that the Territory incurs as a result of the Confidant's breach of this Deed.

9. Termination of appointment

- (1) If the Confidant breaches this Deed the Territory may, at its absolute discretion, terminate the relevant contract.

10. Injunctive relief

- (1) The Confidant acknowledges that:
 - (a) damages may not be an adequate remedy for the Territory for any breach of the provisions of this Deed; and
 - (b) the Territory is entitled to injunctive relief as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or equity.

11. No waiver

- (1) Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair:
 - (a) that provision in any way; or
 - (b) the rights and remedies that the Territory may have in respect of that provision.

12. Notices

- (1) Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contract Officer.
- (2) A notice will be deemed to have been given:
 - (a) if delivered by hand, on delivery;
 - (b) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
 - (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
 - (d) if sent by electronic mail, on whichever of the following occurs first:
 - (i) the other party's acknowledgment of receipt by any means; or
 - (ii) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address; or
 - (iii) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed.

DATE OF THIS DEED

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:) Signature of Territory delegate

.....
Signature of witness
Print name

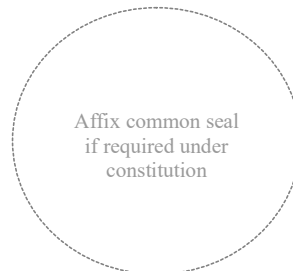
.....
Print name

SIGNED by or for and on behalf of)
[NAME OF CONFIDANT] in the presence)
of:)
Signature of director/ authorised
officer/ individual*
*DELETE whichever is not applicable (see note below)

.....
Signature of director/ secretary/witness*
*DELETE whichever is not applicable (see note below)
Print name

.....
Print name
Signature of second authorised officer*
*only use if Incorporated Association (see note below)

.....
Print name



- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
- Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Confidant's constitution.
- Individual: Must be signed by the individual Confidant and witnessed.
- Incorporated Association: Must be signed in accordance with the Confidant's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign



Work Order (cont.)

Ref: AHD-22-23-004

This Work Order is issued Under **DEED 2019.22912.21002** (Deed) on 11-Jul-2019

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6	Territory Contact Officer <i>See clauses 1.1, 4.1(3), and 16.10 of the Deed.</i>	Caitlin Bladin 2-6 Bowes Street, ACT-2606 caitlin.bladin@act.gov.au
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SERVICES		
8	Services Category <i>See clause 1.1 of the Deed.</i>	Provision of economic services.



Work Order (cont.)

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- Privatised health services;
- Identification and analysis of any efficiencies/inefficiencies identified with the current model of health service provision;
- Timeframes for potential costs and benefits to flow for each operating model (and the impacted parties); and,
- Identification of, and recommendations relating to, any other potential costs, benefits or efficiencies that could be derived through different operating models.

The provider may be required to work with the Territory's commercial and technical advisors on the Northside Hospital project.

The provider will undertake the work using the below five-phase methodology.

- **Phase 1: Project Inception:** This provides an opportunity to brief us on the appropriate context and build a shared understanding of project requirements.
- **Phase 2: Option Development:** This will involve working with the project sponsor to deliver and define operation model options relevant to the new Northside Hospital.
- **Phase 3: Data Collection:** This will involve the collection of data and information to support the ensuing analytical tasks.
- **Phase 4: Analysis:** This will entail the completion of two analytical tasks: (1) financial impact analysis and (2) cost benefit analysis.
- **Phase 5: Reporting:** This will involve the development of reporting outputs and subsequently, the feedback / review process. To conclude the project, we offer to hold a briefing session with the ACTHD and its stakeholders on the findings of this project.

All communications should be copied to northsidehospitalproject@act.gov.au.

10	<p>Timeframes</p> <p><i>See clause 4.1(2)(d) of the Deed.</i></p> <p>Milestone Instructions</p> <table border="1"> <thead> <tr> <th>Milestone</th> <th>Milestone Description</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td>Project Plan</td> <td>Delivery and acceptance by the Territory of the project plan</td> <td>early January</td> </tr> <tr> <td>Draft report</td> <td>Delivery of a draft report including economic, financial and budget analysis to the Territory</td> <td>early February</td> </tr> <tr> <td>Final Report</td> <td>Finalisation and acceptance of the report by the Territory</td> <td>early - mid March</td> </tr> </tbody> </table> <p>The provider will be required to attend to the following meetings:</p> <table border="1"> <thead> <tr> <th>Type</th> <th>Position Required</th> <th>Frequency</th> <th>Method</th> </tr> </thead> <tbody> <tr> <td>Inception Meeting</td> <td>Territory officials</td> <td>On Commencement</td> <td>Videoconference</td> </tr> <tr> <td>Project meetings</td> <td>Territory and supplier project team</td> <td>Weekly</td> <td>Videoconference</td> </tr> <tr> <td>Presentation of report</td> <td>Territory officials</td> <td>On Request</td> <td>Face to Face</td> </tr> </tbody> </table>	Milestone	Milestone Description	Due Date	Project Plan	Delivery and acceptance by the Territory of the project plan	early January	Draft report	Delivery of a draft report including economic, financial and budget analysis to the Territory	early February	Final Report	Finalisation and acceptance of the report by the Territory	early - mid March	Type	Position Required	Frequency	Method	Inception Meeting	Territory officials	On Commencement	Videoconference	Project meetings	Territory and supplier project team	Weekly	Videoconference	Presentation of report	Territory officials	On Request	Face to Face
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11	<p>Service Levels/performance management</p> <p><i>See clause 4.1(2)(c) and (f) of the Deed.</i></p> <p>No Service Levels specified.</p>																												
12	<p>Reporting requirements</p> <p><i>See clause 4 of the Deed.</i></p> <p>No Reports specified</p>																												
13	<p>Standards/ Requirements / Qualifications</p> <p><i>See clause 4.1(2) (f) of the Deed</i></p> <p>No additional standards, practice or guidelines, requirements or qualifications apply.</p>																												
	<p>Additional Work Health and Safety</p> <p>Nil.</p>																												
14	<p>Transition and implementation</p> <p><i>See clause 4 of the Deed.</i></p> <p>Nil.</p>																												
15	<p>Specified Personnel</p> <p><i>See clause 7 of the Deed.</i></p> <table border="1"> <thead> <tr> <th>Name</th> <th>Role</th> </tr> </thead> <tbody> <tr> <td>Dr Alex Gash</td> <td>Project Director</td> </tr> <tr> <td>Michael Clark</td> <td>Project Manager</td> </tr> <tr> <td>Quan Cu</td> <td>Project Support</td> </tr> <tr> <td>Xavier Mah</td> <td>Project Support</td> </tr> </tbody> </table>	Name	Role	Dr Alex Gash	Project Director	Michael Clark	Project Manager	Quan Cu	Project Support	Xavier Mah	Project Support																		
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Work Order (cont.)

Ref: AHD-22-23-004

16	<p>Approved Subcontractors <i>See clauses 7 and 16.4 of the Deed.</i> Nil.</p>										
INSURANCE AND LIABILITY											
17	<p>Insurance <i>See clause 11.1(4) of the Deed.</i> No other than that required under the Deed.</p>										
18	<p>Monetary cap on liability <i>See clause 12.2(2) of the Deed.</i> Nil.</p>										
USE OF MATERIAL											
19	<p>Territory Material <i>See clauses 1.1 and 8 of the Deed.</i> Relevant documents will be provided to the provider once confidentiality agreements have been executed.</p>										
OTHER											
20	<p>Confidential Text <i>See clauses 1.1 and 10 of the Deed.</i> Not applicable.</p>										
21	<p>Grounds for Confidential Text <i>See clauses 1.1 and 10 of the Deed.</i> Not Applicable.</p>										
22	<p>Conflict of Interest <i>See clause 16.2 of the Deed.</i> Nil reported.</p>										
CONTRACT PRICE											
23	<p>Contract Price <i>See clauses 1.1 and 5 of the Deed.</i> The Contract Price for the Services under this Contract is \$95 950.00 (GST inclusive).</p>										
24	<p>Schedule of Rates <i>See clauses 1.1 and 2.5 of the Deed.</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Classification Level (as per Deed Schedule 3)</th> <th style="text-align: center;">Estimated % time on project</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Level 2</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">Level 3</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">Level 4</td> <td style="text-align: center;">30</td> </tr> <tr> <td style="text-align: center;">Level 5</td> <td style="text-align: center;">30</td> </tr> </tbody> </table>	Classification Level (as per Deed Schedule 3)	Estimated % time on project	Level 2	20	Level 3	20	Level 4	30	Level 5	30
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Level 2	20										
Level 3	20										
Level 4	30										
Level 5	30										



Work Order (cont.)

Ref: AHD-22-23-004

25	Disbursements <i>See clause 5.1(2) of the Deed.</i> Nil
26	Invoicing arrangements <i>See clauses 1.1 and 5.1(1) of the Deed.</i> Invoices are to be delivered in accordance with the Deed, to: caitlin.bladin@act.gov.au and northsidehospitalproject@act.gov.au 1. The Contract Price shall be payable progressively, monthly in arrears. 2. The progressive payments shall be calculated as a factor of agreed rates in item 24 Schedule of Rates. 2. The Service Provider may submit an Invoice for each progress payment following the last working day of the relevant month. 3. Notwithstanding this item, the Service Provider shall provide the Services within the Contract Price provided in item 23.
LOCAL INDUSTRY PARTICIPATION	
27	Economic Contribution Test Nil
SPECIAL CONDITIONS	
28	Special terms and Conditions The provider must sign a Deed of Confidentiality prior to commencement.

Service Provider:

Name:

Signature:

Date:

Position:

Ph:

Email:

The Service Provider may not commence this work until this form has been signed by the Territory's approving delegate and returned to the Service Provider, at which stage the Work Order becomes a final Work Order and, together with the Deed and any applicable Category Terms, forms the parties' contract for the Services.

Territory's approving delegate:

Name:

Signature:

Date:

Position:

Ph:

Email:



Work Order (cont.)

Ref: AHD-22-23-004

Attachment A – Detailed Specification

Not Applicable



Work Order (cont.)

Ref: AHD-22-23-004

Attachment B – Pricing Schedule

No additional pricing Schedule attached.

From: Oliver, Stephanie (Health) on behalf of ACT Health StrategicInfrastructure
Sent: Wednesday, 11 January 2023 4:14 PM
To: Mishra, Jyoti (Health)
Cc: Bladin, Caitlin (Health); ACT Health, Northside Hospital Project
Subject: RE: For Endorsement - Financial and Economic Analysis Contract - ACIL ALLEN

OFFICIAL

Hi all

Signed brief saved here: <https://objective.act.gov.au/#/documents/fA13391167>

Stephanie Oliver | Director

Email: stephanie.oliver@act.gov.au | Phone: (02) 5124 6842

Infrastructure, Communication and Engagement Division | ACT Health Directorate

Please note, I work part-time and I am not in the office on Thursdays or Fridays.



From: Lopa, Liz (Health) <Liz.Lopa@act.gov.au>
Sent: Wednesday, 11 January 2023 12:56 PM
To: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Cc: ACT Health StrategicInfrastructure <ACTHealthStrategicInfrastructure@act.gov.au>; Oliver, Stephanie (Health) <Stephanie.Oliver@act.gov.au>; Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: RE: For Endorsement - Financial and Economic Analysis Contract - ACIL ALLEN

OFFICIAL

All agreed

Thanks

Liz

From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Sent: Tuesday, 10 January 2023 3:17 PM
To: Lopa, Liz (Health) <Liz.Lopa@act.gov.au>
Cc: ACT Health StrategicInfrastructure <ACTHealthStrategicInfrastructure@act.gov.au>; Oliver, Stephanie (Health) <Stephanie.Oliver@act.gov.au>; Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: For Endorsement - Financial and Economic Analysis Contract - ACIL ALLEN

OFFICIAL

Hi Liz,

Please find the brief for endorsement to finalize "ACIL ALLEN" as the consultant for working on the financial and economic analysis of the Northside Hospital project.

Regards,

Jyoti Ranjan Mishra | Project Coordinator | Northside Hospital Planning Project

Ph: (02) 6207 6058 | Email: Jyoti.mishra@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate

2-6 Bowes Street Phillip ACT 2606

health.act.gov.au





SUBJECT: Northside Hospital project – Approval of ACIL ALLEN as the consultancy to provide economic and financial analysis

To: Liz Lopa, Executive Group Manager, Infrastructure, Communication and Engagement, ACT Health

From: Caitlin Bladin, Senior Director, Northside Hospital Project, Infrastructure, Communication and Engagement, ACT Health

Date: 9 January 2023

Purpose

To seek your approval to engage ACIL ALLEN to undertake economic and financial analysis on matters relating to the commercial aspects of the Northside hospital project with a contract amount of \$ 95 950 (including gst).

Background

In December 2022 you agreed to progress as procurement for professional services to undertake an economic and financial analysis related to the commercial workstream of the Northside Hospital Project.

In December 2022 the northside project team invited tenders from:

- ACIL Allen;

Schedule 2.2(a)(xi)

Issues

We received proposals from below consultancy firms:

Schedule 2.2(a)(xi)

- Acil Allen

A tender evaluation panel was established including:

- Caitlin Bladin (Chair), Senior Director, Northside Hospital Project
- David Jones, Executive Branch Manager, Strategic Infrastructure.
- Jyoti Ranjan Mishra, Project Support Officer, Northside Hospital Project.

Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)

Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)

A workorder will be prepared for your signature.

Finance

The contract amount will be **\$95 950** which is inline with the proposed budget and which will be funded from the Northside Hospital Project.

Recommendations

That you:

- Note the information contained in this minute; and

AGREED *NOT AGREED/NOTED/PLEASE DISCUSS*

- Approve ACIL ALLEN as the consultancy to commence economic and financial analysis on matters relating to the commercial aspects of the Northside hospital project.

AGREED *NOT AGREED/NOTED/PLEASE DISCUSS*

- Agree to generate a Workorder for ACIL ALLEN

AGREED *NOT AGREED/NOTED/PLEASE DISCUSS*



.....
Liz Lopa
Executive Group Manager
Infrastructure, Communication and Engagement
 11 January 2023

Caitlin Bladin
Senior Director, Northside Hospital Project

9 January 2023

From: Mishra, Jyoti (Health) on behalf of ACT Health, Northside Hospital Project
Sent: Thursday, 12 January 2023 2:48 PM
To: West, Alice (Health)
Cc: Bladin, Caitlin (Health)
Subject: FW: For endorsement - Draft Work Order and Deed of Confidentiality - Northside Hospital Project
Attachments: Deed_of_Confidentiality - Non Public Servant (005).pdf

OFFICIAL: Sensitive

Hi Alice,

The deed of confidentiality needs to be signed off. So please let me know whom should I ask to get it endorsed.

Regards
Jyoti

From: Alex Gash <a.gash@acilallen.com.au>
Sent: Thursday, 12 January 2023 12:03 PM
To: ACT Health, Northside Hospital Project <NorthsideHospitalProject@act.gov.au>
Cc: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>; West, Alice (Health) <Alice.West@act.gov.au>
Subject: RE: For endorsement - Draft Work Order and Deed of Confidentiality - Northside Hospital Project

Caution: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. [Learn why this is important](#)

Hi Jyoti,

Thank you for the email.

Both documents are fine.

I have signed the confidentiality agreement to expedite the process. See attached.

I'm happy to sign a final work order upon return.

Kind regards, Alex

Dr Alex Gash
Executive Director
Schedule 2.2(a)(ii)
a.gash@acilallen.com.au

ACIL ALLEN

Level 6, 54 Marcus Clarke Street
Canberra ACT Australia 2601
+61 2 6103 8200
acilallen.com.au
Brisbane | Canberra | Melbourne | Perth | Sydney | Adelaide

See my latest thought piece on strengthening the performance and accountability of government [here](#)

From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au> **On Behalf Of** ACT Health, Northside Hospital Project
Sent: Wednesday, 11 January 2023 3:25 PM
To: Alex Gash <a.gash@acilallen.com.au>
Cc: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>; West, Alice (Health) <Alice.West@act.gov.au>
Subject: For endorsement - Draft Work Order and Deed of Confidentiality - Northside Hospital Project

OFFICIAL: Sensitive

Hi Alex,

We have chosen ACIL ALLEN as preferred consultant for the Economic and financial analysis of the Northside hospital project.

So please review the draft work order and deed of confidentiality.

Kindly endorse them and revert back to us asap.

If you have any concerns please email northsidehospitalproject@act.gov.au

Regards,

Jyoti Ranjan Mishra | Project Coordinator | Northside Hospital Planning Project

Ph: (02) 6207 6058 | Email: Jyoti.mishra@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate

2-6 Bowes Street Phillip ACT 2606

health.act.gov.au



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DEED OF CONFIDENTIALITY AND CONFLICT OF INTEREST – NON ACT PUBLIC SERVANTS

Dated	11 January 2023
Parties	AUSTRALIAN CAPITAL TERRITORY ACT HEALTH AND ACIL ALLEN
Description	UNDERTAKING AS TO CONFIDENTIALITY AND CONFLICT OF INTEREST
Prepared by	ACT HEALTH
	Ref:
Version	26/6/2015

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by ACT HEALTH

ACIL ALLEN (ABN 68 102 652 148) of Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 (**Confidant**)

BACKGROUND

- A. The Territory has engaged the Confidant for the purpose of working on the Northside Hospital project as the economic and financial advisor.
- B. In the course of the Confidant performing the Services, the Confidant may have access to, and may become aware of, Confidential Information belonging to, or in the possession of the Territory.
- C. The Territory requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Territory's Confidential Information is kept confidential and that the Confidant only acts in the best interests of the Territory.

THE PARTIES AGREE as follows.

1. Interpretation

- (1) Unless the context requires or this Deed specifies otherwise, the following definitions apply in this Deed:
 - (a) **Approved Purpose** means provision of services on the Northside Hospital Project as Economic and Financial Advisor and includes any actions reasonably necessary for the proper and effective performance of this role by the Confidant.
 - (b)
 - (c) **Confidential Information** means any information that:
 - (i) is by its nature confidential;
 - (ii) the Confidant knows, or ought to know, is confidential;
 - (iii) the Territory communicates to the Confidant (whether in writing or not) as being confidential;
 - (iv) is Personal Information; or

- (v) relates to:
1. any information technology needs, intellectual property rights or assessments of an administrative body of the Territory such as a Directorate;
 2. the financial, corporate or commercial information of a Directorate;
 3. the affairs of a third party (provided the information is not in the public domain); and
 4. the strategies, practices and procedures of a Directorate and any information in the Confidant's possession arising out of the undertaking of the Services,

but excludes any information which:

- (i) is in the public domain, unless it is in the public domain due to a breach of confidentiality by the Confidant or another person;
 - (ii) has been independently developed by the Confidant; or
 - (iii) is in the possession of the Confidant without breach of confidentiality by the Confidant or another person.
- (d) **Contract Officer** means, in relation to each party, the representatives whose names and contract details are specified in **Item 1 Schedule 1** of the relevant agreement or as notified from time to time by one party to the other.
- (e) **Directorate** means a directorate of the Territory.
- (f) **Personal Information** means information or an opinion (including information or an opinion that forms part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- (g) **Services** means the services described in the Work Order or other services as agreed between the Territory and the Confidant.
- (h) **Territory** means:
- (i) when used in a geographical sense, the Australian Capital Territory; and
 - (ii) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).
- (i) **Territory Material** means any material that the Territory provides to the Confidant in relation to the Services, including documents, equipment, information, electronic storage devices from which images, sounds, messages

or writing can be produced or reproduced (such as a USB flash drive), and data stored by any means.

- (2) This Deed:
 - (a) must be read in conjunction with the Panel Agreement and the Work Order; and
 - (b) adds to, but does not limit the effect of, the Panel Agreement and the Work Order.
- (3) In this Deed, unless the context requires otherwise:
 - (a) references to “Confidant” include any of the Confidant’s employees, agents, officers, consultants or sub-contractors;
 - (b) references to legislation, or to provisions in legislation, include references to:
 - (i) amendments or re-enactments of the legislation; and
 - (ii) all regulations and instruments issued under the legislation;
 - (c) words in the singular include the plural and vice versa;
 - (d) headings:
 - (i) are for convenience only; and
 - (ii) do not affect the construction or interpretation of this Deed;
 - (e) an obligation imposed on more than one person binds them jointly and severally;
 - (f) the word “include”, and any derivation of “include”, must not be construed as a word of limitation; and
 - (g) a reference to “interest” includes but is not limited to direct, indirect, personal, pecuniary and non-pecuniary interests.

2. Governing law and compliance with the law

- (1) The law for the time being in force in the Territory governs this Deed.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of the Territory.
- (3) The Confidant must comply with the laws from time to time in force in the Territory in performing the Services.

3. Confidentiality undertakings

- (1) The Confidant:

- (a) acknowledges and agrees that improper use, or disclosure of any Confidential Information and Territory Material obtained in the course of providing the Services will be detrimental to the Territory; and
- (b) must ensure that such Confidential Information and Territory Material is used only for the Approved Purpose.

4. Non-disclosure of Confidential Information

- (1) The Confidant must not disclose Confidential Information to any person unless:
 - (a) the Territory has provided its prior written consent; or
 - (b) the Confidential Information is:
 - (i) required or authorised to be disclosed by law;
 - (ii) disclosed to the Confidant's solicitors, auditors, insurers or advisers;
 - (iii) generally available to the public; or
 - (iv) in the possession of the Confidant, without restriction in relation to disclosure, before the date of receipt from the Territory.
- (2) The Territory may in its absolute discretion:
 - (a) grant or withhold its consent;
 - (b) if it does provide consent, impose any terms and conditions that it considers appropriate; and
 - (c) require the Confidant to ensure that the party to whom the Confidant will disclose the Confidential Information executes a deed on any terms and conditions that the Territory imposes.

5. Restriction on use of Confidential Information and Territory Material

- (1) The Confidant must use the Confidential Information and Territory Material solely for the Approved Purpose.
- (2) The Consultant must not disclose any of the Confidential Information or give any Territory Material to any person other than those of its employees, consultants and professional advisors who need access to that Confidential Information or Territory Material for the purposes of providing the Services, who are aware of the requirements of this Deed, and who are bound by an enforceable obligation of confidentiality.

6. Conflicts of interest

- (1) In performing the Services the Confidant:
 - (a) undertakes to act solely in the best interests of the Territory;

- (b) will not use its role to gain its own commercial advantage, for example to participate in any other procurement process conducted by an administrative body or Directorate of the Territory, or to otherwise solicit any business for the Confidant;
 - (c) must not place itself in any position that may or does give rise to any risk of a conflict of interest between the Territory and the Confidant; and
 - (d) must immediately declare to the Territory's representative, any perceived, actual or potential conflict of interest that may arise during performance of the Services.
- (2) The Confidant warrants that, at the date of executing this Deed, it has made diligent and proactive enquiries and it does not know of any conflict of interest that exists or is likely to arise in performing:
- (a) the Services; or
 - (b) any other obligation under the Panel Agreement.

7. Management of conflicts of interest

- (1) The Confidant acknowledges that probity and the ongoing management of any potential conflicts of interest is a priority for the Territory.
- (2) The Territory may require the Confidant to ensure that an authorised person:
- (a) at the time of executing this Deed, honestly, fully and accurately completes a "Declaration of Interests" (**Declaration**);
 - (b) updates the Declaration when there is any change in the Confidant's interests; and
 - (c) sends any updated Declaration to the Territory as soon as possible.
- (3) If a conflict of interest or a risk of a conflict of interest arises, the Confidant must:
- (a) immediately notify the Territory in writing; and
 - (b) comply with any requirement that the Territory imposes to eliminate or otherwise deal with that conflict or risk of conflict.

8. Indemnity

- (1) The Confidant indemnifies the Territory against any costs, liabilities, losses and claims that the Territory incurs as a result of the Confidant's breach of this Deed.

9. Termination of appointment

- (1) If the Confidant breaches this Deed the Territory may, at its absolute discretion, terminate the relevant contract.

10. Injunctive relief

- (1) The Confidant acknowledges that:
 - (a) damages may not be an adequate remedy for the Territory for any breach of the provisions of this Deed; and
 - (b) the Territory is entitled to injunctive relief as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or equity.

11. No waiver

- (1) Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair:
 - (a) that provision in any way; or
 - (b) the rights and remedies that the Territory may have in respect of that provision.

12. Notices

- (1) Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contract Officer.
- (2) A notice will be deemed to have been given:
 - (a) if delivered by hand, on delivery;
 - (b) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
 - (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
 - (d) if sent by electronic mail, on whichever of the following occurs first:
 - (i) the other party's acknowledgment of receipt by any means; or
 - (ii) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address; or
 - (iii) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed.

DATE OF THIS DEED

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:) Signature of Territory delegate

.....
Signature of witness Print name

.....
Print name

SIGNED by or for and on behalf of ACIL Allen)
~~[NAME OF CONFIDANT]~~ in the presence)
of:)

Schedule 2.2(a)(ii)
.....

Signature of ~~director/~~ secretary/~~witness~~ *
*DELETE whichever is not applicable (see note below)

Schedule 2.2(a)(ii)
.....

Signature of director/ ~~authorised~~
~~officer/ individual~~ *

*DELETE whichever is not applicable (see note below)

Alexander Gash - Executive Director

.....
Print name

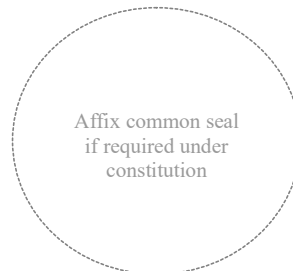
David Elliott

.....
Print name

.....
Signature of second authorised officer*

*only use if Incorporated Association (see note below)

.....
Print name



Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Confidant's constitution.

Individual: Must be signed by the individual Confidant and witnessed.

Incorporated Association: Must be signed in accordance with the Confidant's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign

From: West, Alice (Health)
Sent: Thursday, 12 January 2023 2:53 PM
To: ACT Health, Northside Hospital Project
Cc: Bladin, Caitlin (Health)
Subject: RE: For endorsement - Draft Work Order and Deed of Confidentiality - Northside Hospital Project

OFFICIAL: Sensitive

Hi Jyoti,

It should be the delegate for the contract it relates too. So Liz should sign this one, and either you, or I can witness in Steph's absence.

If you can send to Liz, for approval to use her e signature, that would be great.

Thanks,

Alice West

Director | Governance and Secretariat | Northside Hospital Project

Ph: (02) 5124 9284 | Mob Schedule 2.2(a)(ii) Email: alice.west@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate

2-6 Bowes Street Phillip ACT 2606

health.act.gov.au

I am not in the office on Tuesdays.



From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au> **On Behalf Of** ACT Health, Northside Hospital Project
Sent: Thursday, 12 January 2023 2:48 PM
To: West, Alice (Health) <Alice.West@act.gov.au>
Cc: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: FW: For endorsement - Draft Work Order and Deed of Confidentiality - Northside Hospital Project

OFFICIAL: Sensitive

Hi Alice,

The deed of confidentiality needs to be signed off. So please let me know whom should I ask to get it endorsed.

Regards
 Jyoti

From: Alex Gash <a.gash@acilallen.com.au>
Sent: Thursday, 12 January 2023 12:03 PM
To: ACT Health, Northside Hospital Project <NorthsideHospitalProject@act.gov.au>
Cc: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>; West, Alice (Health) <Alice.West@act.gov.au>
Subject: RE: For endorsement - Draft Work Order and Deed of Confidentiality - Northside Hospital Project

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Hi Jyoti,

Thank you for the email.

Both documents are fine.

I have signed the confidentiality agreement to expedite the process. See attached.

I'm happy to sign a final work order upon return.

Kind regards, Alex

Dr Alex Gash

Executive Director
Schedule 2.2(a)(ii)

a.gash@acilallen.com.au

ACIL ALLEN

Level 6, 54 Marcus Clarke Street
Canberra ACT Australia 2601
+61 2 6103 8200
acilallen.com.au
Brisbane | Canberra | Melbourne | Perth | Sydney | Adelaide

See my latest thought piece on strengthening the performance and accountability of government [here](#)

From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au> **On Behalf Of** ACT Health, Northside Hospital Project
Sent: Wednesday, 11 January 2023 3:25 PM
To: Alex Gash <a.gash@acilallen.com.au>
Cc: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>; West, Alice (Health) <Alice.West@act.gov.au>
Subject: For endorsement - Draft Work Order and Deed of Confidentiality - Northside Hospital Project

OFFICIAL: Sensitive

Hi Alex,

We have chosen ACIL ALLEN as preferred consultant for the Economic and financial analysis of the Northside hospital project.

So please review the draft work order and deed of confidentiality.

Kindly endorse them and revert back to us asap.

If you have any concerns please email northsidehospitalproject@act.gov.au

Regards,

Jyoti Ranjan Mishra | Project Coordinator | Northside Hospital Planning Project

Ph: (02) 6207 6058 | Email: Jyoti.mishra@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate
2-6 Bowes Street Phillip ACT 2606



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From: Mishra, Jyoti (Health) on behalf of ACT Health, Northside Hospital Project
Sent: Friday, 13 January 2023 3:57 PM
To: West, Alice (Health)
Subject: FW: For endorsement - Draft Work Order and Deed of Confidentiality - Northside Hospital Project

OFFICIAL: Sensitive

Hi Alice,

If you can endorse Liz's signature that would be great.

Regards
jyoti

From: Lopa, Liz (Health) <Liz.Lopa@act.gov.au>
Sent: Thursday, 12 January 2023 3:12 PM
To: ACT Health, Northside Hospital Project <NorthsideHospitalProject@act.gov.au>
Cc: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>; West, Alice (Health) <Alice.West@act.gov.au>
Subject: RE: For endorsement - Draft Work Order and Deed of Confidentiality - Northside Hospital Project

OFFICIAL: Sensitive

Approved – please use my electronic signature

Thanks

Liz

From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au> **On Behalf Of** ACT Health, Northside Hospital Project
Sent: Thursday, 12 January 2023 3:02 PM
To: Lopa, Liz (Health) <Liz.Lopa@act.gov.au>
Cc: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>; West, Alice (Health) <Alice.West@act.gov.au>
Subject: FW: For endorsement - Draft Work Order and Deed of Confidentiality - Northside Hospital Project

OFFICIAL: Sensitive

Hi Liz,

The confidentiality deed needs to be signed off as you are delegate for the contract.

So your approval is required to endorse your e-signature.

Regards
Jyoti

From: Alex Gash <a.gash@acilallen.com.au>
Sent: Thursday, 12 January 2023 12:03 PM
To: ACT Health, Northside Hospital Project <NorthsideHospitalProject@act.gov.au>
Cc: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>; West, Alice (Health) <Alice.West@act.gov.au>
Subject: RE: For endorsement - Draft Work Order and Deed of Confidentiality - Northside Hospital Project

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Hi Jyoti,

Thank you for the email.

Both documents are fine.

I have signed the confidentiality agreement to expedite the process. See attached.

I'm happy to sign a final work order upon return.

Kind regards, Alex

Dr Alex Gash

Executive Director
Schedule 2.2(a)(ii)

a.gash@acilallen.com.au

ACIL ALLEN

Level 6, 54 Marcus Clarke Street
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Brisbane | Canberra | Melbourne | Perth | Sydney | Adelaide

See my latest thought piece on strengthening the performance and accountability of government [here](#)

From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au> **On Behalf Of** ACT Health, Northside Hospital Project
Sent: Wednesday, 11 January 2023 3:25 PM
To: Alex Gash <a.gash@acilallen.com.au>
Cc: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>; West, Alice (Health) <Alice.West@act.gov.au>
Subject: For endorsement - Draft Work Order and Deed of Confidentiality - Northside Hospital Project

OFFICIAL: Sensitive

Hi Alex,

We have chosen ACIL ALLEN as preferred consultant for the Economic and financial analysis of the Northside hospital project.

So please review the draft work order and deed of confidentiality.

Kindly endorse them and revert back to us asap.

If you have any concerns please email northsidehospitalproject@act.gov.au

Regards,

Jyoti Ranjan Mishra | Project Coordinator | Northside Hospital Planning Project

Ph: (02) 6207 6058 | Email: Jyoti.mishra@act.gov.au



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This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

From: Michael Clark [Schedule 2.2(a)(ii)]
Sent: Friday, 13 January 2023 5:04 PM
To: Bladin, Caitlin (Health)
Cc: Mishra, Jyoti (Health); West, Alice (Health); Alex Gash
Subject: Economic, Financial and Budget Advice on Options for the Northside Hospital Project: Deed of Confidentiality
Attachments: Deed_of_Confidentiality - Non Public Servant_QCU_.pdf; Deed_of_Confidentiality - Non Public Servant_XMAH.pdf; Deed_of_Confidentiality - Non Public Servant_MCLARK.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Some people who received this message don't often get email from [Schedule 2.2(a)(ii)] [Learn why this is important](#)

Caution: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. [Learn why this is important](#)

Hi Caitlin,

Thanks for a productive inception meeting earlier today.

Please find attached signed Deeds of Confidentiality for the team (I understand Alex has already provided a copy to you).

I have also added yourself, Jyoti and Alice to the confidential share folder for project data. Here is the link:

<https://www.imanageshare-au.com/f/8vp4tN7ftW7>

I will follow up to find a time for the ongoing Project Control Group meetings.

Kind regards
Michael.

Michael Clark

Principal

[Schedule 2.2(a)(ii)]

ACIL ALLEN

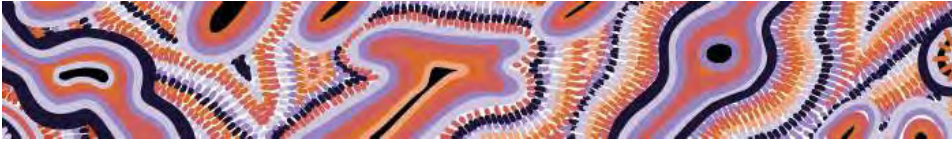
Level 12, 28 The Esplanade

Perth WA Australia 6000

+61 8 9449 9600

acilallen.com.au

Brisbane | Canberra | Melbourne | Perth | Sydney | Adelaide



I acknowledge and respect the traditional owners past, present and emerging across the country where I work, rest and live.

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DEED OF CONFIDENTIALITY AND CONFLICT OF INTEREST – NON ACT PUBLIC SERVANTS

Dated	11 January 2023
Parties	AUSTRALIAN CAPITAL TERRITORY ACT HEALTH AND ACIL ALLEN
Description	UNDERTAKING AS TO CONFIDENTIALITY AND CONFLICT OF INTEREST
Prepared by	ACT HEALTH
	Ref:
Version	26/6/2015

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by ACT HEALTH

ACIL ALLEN (ABN 68 102 652 148) of Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 (**Confidant**)

BACKGROUND

- A. The Territory has engaged the Confidant for the purpose of working on the Northside Hospital project as the economic and financial advisor.
- B. In the course of the Confidant performing the Services, the Confidant may have access to, and may become aware of, Confidential Information belonging to, or in the possession of the Territory.
- C. The Territory requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Territory's Confidential Information is kept confidential and that the Confidant only acts in the best interests of the Territory.

THE PARTIES AGREE as follows.

1. Interpretation

- (1) Unless the context requires or this Deed specifies otherwise, the following definitions apply in this Deed:
 - (a) **Approved Purpose** means provision of services on the Northside Hospital Project as Economic and Financial Advisor and includes any actions reasonably necessary for the proper and effective performance of this role by the Confidant.
 - (b)
 - (c) **Confidential Information** means any information that:
 - (i) is by its nature confidential;
 - (ii) the Confidant knows, or ought to know, is confidential;
 - (iii) the Territory communicates to the Confidant (whether in writing or not) as being confidential;
 - (iv) is Personal Information; or

(v) relates to:

1. any information technology needs, intellectual property rights or assessments of an administrative body of the Territory such as a Directorate;
2. the financial, corporate or commercial information of a Directorate;
3. the affairs of a third party (provided the information is not in the public domain); and
4. the strategies, practices and procedures of a Directorate and any information in the Confidant's possession arising out of the undertaking of the Services,

but excludes any information which:

- (i) is in the public domain, unless it is in the public domain due to a breach of confidentiality by the Confidant or another person;
 - (ii) has been independently developed by the Confidant; or
 - (iii) is in the possession of the Confidant without breach of confidentiality by the Confidant or another person.
- (d) **Contract Officer** means, in relation to each party, the representatives whose names and contract details are specified in **Item 1 Schedule 1** of the relevant agreement or as notified from time to time by one party to the other.
- (e) **Directorate** means a directorate of the Territory.
- (f) **Personal Information** means information or an opinion (including information or an opinion that forms part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- (g) **Services** means the services described in the Work Order or other services as agreed between the Territory and the Confidant.
- (h) **Territory** means:
- (i) when used in a geographical sense, the Australian Capital Territory; and
 - (ii) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).
- (i) **Territory Material** means any material that the Territory provides to the Confidant in relation to the Services, including documents, equipment, information, electronic storage devices from which images, sounds, messages

or writing can be produced or reproduced (such as a USB flash drive), and data stored by any means.

- (2) This Deed:
 - (a) must be read in conjunction with the Panel Agreement and the Work Order; and
 - (b) adds to, but does not limit the effect of, the Panel Agreement and the Work Order.
- (3) In this Deed, unless the context requires otherwise:
 - (a) references to “Confidant” include any of the Confidant’s employees, agents, officers, consultants or sub-contractors;
 - (b) references to legislation, or to provisions in legislation, include references to:
 - (i) amendments or re-enactments of the legislation; and
 - (ii) all regulations and instruments issued under the legislation;
 - (c) words in the singular include the plural and vice versa;
 - (d) headings:
 - (i) are for convenience only; and
 - (ii) do not affect the construction or interpretation of this Deed;
 - (e) an obligation imposed on more than one person binds them jointly and severally;
 - (f) the word “include”, and any derivation of “include”, must not be construed as a word of limitation; and
 - (g) a reference to “interest” includes but is not limited to direct, indirect, personal, pecuniary and non-pecuniary interests.

2. Governing law and compliance with the law

- (1) The law for the time being in force in the Territory governs this Deed.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of the Territory.
- (3) The Confidant must comply with the laws from time to time in force in the Territory in performing the Services.

3. Confidentiality undertakings

- (1) The Confidant:

- (a) acknowledges and agrees that improper use, or disclosure of any Confidential Information and Territory Material obtained in the course of providing the Services will be detrimental to the Territory; and
- (b) must ensure that such Confidential Information and Territory Material is used only for the Approved Purpose.

4. Non-disclosure of Confidential Information

- (1) The Confidant must not disclose Confidential Information to any person unless:
 - (a) the Territory has provided its prior written consent; or
 - (b) the Confidential Information is:
 - (i) required or authorised to be disclosed by law;
 - (ii) disclosed to the Confidant's solicitors, auditors, insurers or advisers;
 - (iii) generally available to the public; or
 - (iv) in the possession of the Confidant, without restriction in relation to disclosure, before the date of receipt from the Territory.
- (2) The Territory may in its absolute discretion:
 - (a) grant or withhold its consent;
 - (b) if it does provide consent, impose any terms and conditions that it considers appropriate; and
 - (c) require the Confidant to ensure that the party to whom the Confidant will disclose the Confidential Information executes a deed on any terms and conditions that the Territory imposes.

5. Restriction on use of Confidential Information and Territory Material

- (1) The Confidant must use the Confidential Information and Territory Material solely for the Approved Purpose.
- (2) The Consultant must not disclose any of the Confidential Information or give any Territory Material to any person other than those of its employees, consultants and professional advisors who need access to that Confidential Information or Territory Material for the purposes of providing the Services, who are aware of the requirements of this Deed, and who are bound by an enforceable obligation of confidentiality.

6. Conflicts of interest

- (1) In performing the Services the Confidant:
 - (a) undertakes to act solely in the best interests of the Territory;

- (b) will not use its role to gain its own commercial advantage, for example to participate in any other procurement process conducted by an administrative body or Directorate of the Territory, or to otherwise solicit any business for the Confidant;
 - (c) must not place itself in any position that may or does give rise to any risk of a conflict of interest between the Territory and the Confidant; and
 - (d) must immediately declare to the Territory's representative, any perceived, actual or potential conflict of interest that may arise during performance of the Services.
- (2) The Confidant warrants that, at the date of executing this Deed, it has made diligent and proactive enquiries and it does not know of any conflict of interest that exists or is likely to arise in performing:
- (a) the Services; or
 - (b) any other obligation under the Panel Agreement.

7. Management of conflicts of interest

- (1) The Confidant acknowledges that probity and the ongoing management of any potential conflicts of interest is a priority for the Territory.
- (2) The Territory may require the Confidant to ensure that an authorised person:
- (a) at the time of executing this Deed, honestly, fully and accurately completes a "Declaration of Interests" (**Declaration**);
 - (b) updates the Declaration when there is any change in the Confidant's interests; and
 - (c) sends any updated Declaration to the Territory as soon as possible.
- (3) If a conflict of interest or a risk of a conflict of interest arises, the Confidant must:
- (a) immediately notify the Territory in writing; and
 - (b) comply with any requirement that the Territory imposes to eliminate or otherwise deal with that conflict or risk of conflict.

8. Indemnity

- (1) The Confidant indemnifies the Territory against any costs, liabilities, losses and claims that the Territory incurs as a result of the Confidant's breach of this Deed.

9. Termination of appointment

- (1) If the Confidant breaches this Deed the Territory may, at its absolute discretion, terminate the relevant contract.

10. Injunctive relief

- (1) The Confidant acknowledges that:
 - (a) damages may not be an adequate remedy for the Territory for any breach of the provisions of this Deed; and
 - (b) the Territory is entitled to injunctive relief as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or equity.

11. No waiver

- (1) Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair:
 - (a) that provision in any way; or
 - (b) the rights and remedies that the Territory may have in respect of that provision.

12. Notices

- (1) Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contract Officer.
- (2) A notice will be deemed to have been given:
 - (a) if delivered by hand, on delivery;
 - (b) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
 - (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
 - (d) if sent by electronic mail, on whichever of the following occurs first:
 - (i) the other party's acknowledgment of receipt by any means; or
 - (ii) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address; or
 - (iii) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed.

DATE OF THIS DEED

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:) Signature of Territory delegate

.....
Signature of witness Print name

.....
Print name

SIGNED by or for and on behalf of)
[NAME OF CONFIDANT] in the presence)
of:)

Schedule 2.2(a)(ii)
.....

Schedule 2.2(a)(ii)
.....

Signature of ~~director/~~ authorised
~~officer/~~ individual*
*DELETE whichever is not applicable (see note below)

Signature of ~~director/~~ secretary/~~witness~~*
*DELETE whichever is not applicable (see note below)

Michael Clark

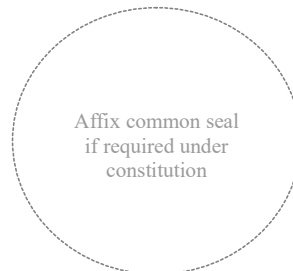
.....
Print name

David Elliott

.....
Print name

.....
Signature of second authorised officer*
*only use if Incorporated Association (see note below)

.....
Print name



- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
- Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Confidant's constitution.
- Individual: Must be signed by the individual Confidant and witnessed.
- Incorporated Association: Must be signed in accordance with the Confidant's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign



DEED OF CONFIDENTIALITY AND CONFLICT OF INTEREST – NON ACT PUBLIC SERVANTS

Dated	11 January 2023
Parties	AUSTRALIAN CAPITAL TERRITORY ACT HEALTH AND ACIL ALLEN
Description	UNDERTAKING AS TO CONFIDENTIALITY AND CONFLICT OF INTEREST
Prepared by	ACT HEALTH
	Ref:
Version	26/6/2015

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by ACT HEALTH

ACIL ALLEN (ABN 68 102 652 148) of Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 (**Confidant**)

BACKGROUND

- A. The Territory has engaged the Confidant for the purpose of working on the Northside Hospital project as the economic and financial advisor.
- B. In the course of the Confidant performing the Services, the Confidant may have access to, and may become aware of, Confidential Information belonging to, or in the possession of the Territory.
- C. The Territory requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Territory's Confidential Information is kept confidential and that the Confidant only acts in the best interests of the Territory.

THE PARTIES AGREE as follows.

1. Interpretation

- (1) Unless the context requires or this Deed specifies otherwise, the following definitions apply in this Deed:
 - (a) **Approved Purpose** means provision of services on the Northside Hospital Project as Economic and Financial Advisor and includes any actions reasonably necessary for the proper and effective performance of this role by the Confidant.
 - (b)
 - (c) **Confidential Information** means any information that:
 - (i) is by its nature confidential;
 - (ii) the Confidant knows, or ought to know, is confidential;
 - (iii) the Territory communicates to the Confidant (whether in writing or not) as being confidential;
 - (iv) is Personal Information; or

(v) relates to:

1. any information technology needs, intellectual property rights or assessments of an administrative body of the Territory such as a Directorate;
2. the financial, corporate or commercial information of a Directorate;
3. the affairs of a third party (provided the information is not in the public domain); and
4. the strategies, practices and procedures of a Directorate and any information in the Confidant's possession arising out of the undertaking of the Services,

but excludes any information which:

- (i) is in the public domain, unless it is in the public domain due to a breach of confidentiality by the Confidant or another person;
 - (ii) has been independently developed by the Confidant; or
 - (iii) is in the possession of the Confidant without breach of confidentiality by the Confidant or another person.
- (d) **Contract Officer** means, in relation to each party, the representatives whose names and contract details are specified in **Item 1 Schedule 1** of the relevant agreement or as notified from time to time by one party to the other.
- (e) **Directorate** means a directorate of the Territory.
- (f) **Personal Information** means information or an opinion (including information or an opinion that forms part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- (g) **Services** means the services described in the Work Order or other services as agreed between the Territory and the Confidant.
- (h) **Territory** means:
- (i) when used in a geographical sense, the Australian Capital Territory; and
 - (ii) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).
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or writing can be produced or reproduced (such as a USB flash drive), and data stored by any means.

- (2) This Deed:
 - (a) must be read in conjunction with the Panel Agreement and the Work Order; and
 - (b) adds to, but does not limit the effect of, the Panel Agreement and the Work Order.
- (3) In this Deed, unless the context requires otherwise:
 - (a) references to “Confidant” include any of the Confidant’s employees, agents, officers, consultants or sub-contractors;
 - (b) references to legislation, or to provisions in legislation, include references to:
 - (i) amendments or re-enactments of the legislation; and
 - (ii) all regulations and instruments issued under the legislation;
 - (c) words in the singular include the plural and vice versa;
 - (d) headings:
 - (i) are for convenience only; and
 - (ii) do not affect the construction or interpretation of this Deed;
 - (e) an obligation imposed on more than one person binds them jointly and severally;
 - (f) the word “include”, and any derivation of “include”, must not be construed as a word of limitation; and
 - (g) a reference to “interest” includes but is not limited to direct, indirect, personal, pecuniary and non-pecuniary interests.

2. Governing law and compliance with the law

- (1) The law for the time being in force in the Territory governs this Deed.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of the Territory.
- (3) The Confidant must comply with the laws from time to time in force in the Territory in performing the Services.

3. Confidentiality undertakings

- (1) The Confidant:

- (a) acknowledges and agrees that improper use, or disclosure of any Confidential Information and Territory Material obtained in the course of providing the Services will be detrimental to the Territory; and
- (b) must ensure that such Confidential Information and Territory Material is used only for the Approved Purpose.

4. Non-disclosure of Confidential Information

- (1) The Confidant must not disclose Confidential Information to any person unless:
 - (a) the Territory has provided its prior written consent; or
 - (b) the Confidential Information is:
 - (i) required or authorised to be disclosed by law;
 - (ii) disclosed to the Confidant's solicitors, auditors, insurers or advisers;
 - (iii) generally available to the public; or
 - (iv) in the possession of the Confidant, without restriction in relation to disclosure, before the date of receipt from the Territory.
- (2) The Territory may in its absolute discretion:
 - (a) grant or withhold its consent;
 - (b) if it does provide consent, impose any terms and conditions that it considers appropriate; and
 - (c) require the Confidant to ensure that the party to whom the Confidant will disclose the Confidential Information executes a deed on any terms and conditions that the Territory imposes.

5. Restriction on use of Confidential Information and Territory Material

- (1) The Confidant must use the Confidential Information and Territory Material solely for the Approved Purpose.
- (2) The Consultant must not disclose any of the Confidential Information or give any Territory Material to any person other than those of its employees, consultants and professional advisors who need access to that Confidential Information or Territory Material for the purposes of providing the Services, who are aware of the requirements of this Deed, and who are bound by an enforceable obligation of confidentiality.

6. Conflicts of interest

- (1) In performing the Services the Confidant:
 - (a) undertakes to act solely in the best interests of the Territory;

- (b) will not use its role to gain its own commercial advantage, for example to participate in any other procurement process conducted by an administrative body or Directorate of the Territory, or to otherwise solicit any business for the Confidant;
 - (c) must not place itself in any position that may or does give rise to any risk of a conflict of interest between the Territory and the Confidant; and
 - (d) must immediately declare to the Territory's representative, any perceived, actual or potential conflict of interest that may arise during performance of the Services.
- (2) The Confidant warrants that, at the date of executing this Deed, it has made diligent and proactive enquiries and it does not know of any conflict of interest that exists or is likely to arise in performing:
- (a) the Services; or
 - (b) any other obligation under the Panel Agreement.

7. Management of conflicts of interest

- (1) The Confidant acknowledges that probity and the ongoing management of any potential conflicts of interest is a priority for the Territory.
- (2) The Territory may require the Confidant to ensure that an authorised person:
- (a) at the time of executing this Deed, honestly, fully and accurately completes a "Declaration of Interests" (**Declaration**);
 - (b) updates the Declaration when there is any change in the Confidant's interests; and
 - (c) sends any updated Declaration to the Territory as soon as possible.
- (3) If a conflict of interest or a risk of a conflict of interest arises, the Confidant must:
- (a) immediately notify the Territory in writing; and
 - (b) comply with any requirement that the Territory imposes to eliminate or otherwise deal with that conflict or risk of conflict.

8. Indemnity

- (1) The Confidant indemnifies the Territory against any costs, liabilities, losses and claims that the Territory incurs as a result of the Confidant's breach of this Deed.

9. Termination of appointment

- (1) If the Confidant breaches this Deed the Territory may, at its absolute discretion, terminate the relevant contract.

10. Injunctive relief

- (1) The Confidant acknowledges that:
 - (a) damages may not be an adequate remedy for the Territory for any breach of the provisions of this Deed; and
 - (b) the Territory is entitled to injunctive relief as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or equity.

11. No waiver

- (1) Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair:
 - (a) that provision in any way; or
 - (b) the rights and remedies that the Territory may have in respect of that provision.

12. Notices

- (1) Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contract Officer.
- (2) A notice will be deemed to have been given:
 - (a) if delivered by hand, on delivery;
 - (b) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
 - (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
 - (d) if sent by electronic mail, on whichever of the following occurs first:
 - (i) the other party's acknowledgment of receipt by any means; or
 - (ii) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address; or
 - (iii) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed.

DATE OF THIS DEED

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:) Signature of Territory delegate

.....
Signature of witness Print name

.....
Print name

SIGNED by or for and on behalf of)
[NAME OF CONFIDANT] in the presence)
of:)

Schedule 2.2(a)(ii)
.....

Schedule 2.2(a)(ii)
.....

Signature of ~~director/ authorised~~
~~officer/ individual~~*
*DELETE whichever is not applicable (see note below)

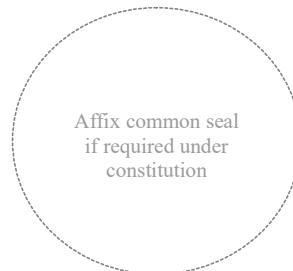
Signature of ~~director/ secretary/ witness~~*
*DELETE whichever is not applicable (see note below)

Quan Cu
.....
Print name

David Elliott
.....
Print name

.....
Signature of second authorised officer*
*only use if Incorporated Association (see note below)

.....
Print name



- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
- Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Confidant's constitution.
- Individual: Must be signed by the individual Confidant and witnessed.
- Incorporated Association: Must be signed in accordance with the Confidant's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign



DEED OF CONFIDENTIALITY AND CONFLICT OF INTEREST – NON ACT PUBLIC SERVANTS

Dated	11 January 2023
Parties	AUSTRALIAN CAPITAL TERRITORY ACT HEALTH AND ACIL ALLEN
Description	UNDERTAKING AS TO CONFIDENTIALITY AND CONFLICT OF INTEREST
Prepared by	ACT HEALTH
	Ref:
Version	26/6/2015

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by ACT HEALTH

ACIL ALLEN (ABN 68 102 652 148) of Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 (**Confidant**)

BACKGROUND

- A. The Territory has engaged the Confidant for the purpose of working on the Northside Hospital project as the economic and financial advisor.
- B. In the course of the Confidant performing the Services, the Confidant may have access to, and may become aware of, Confidential Information belonging to, or in the possession of the Territory.
- C. The Territory requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Territory's Confidential Information is kept confidential and that the Confidant only acts in the best interests of the Territory.

THE PARTIES AGREE as follows.

1. Interpretation

- (1) Unless the context requires or this Deed specifies otherwise, the following definitions apply in this Deed:
 - (a) **Approved Purpose** means provision of services on the Northside Hospital Project as Economic and Financial Advisor and includes any actions reasonably necessary for the proper and effective performance of this role by the Confidant.
 - (b)
 - (c) **Confidential Information** means any information that:
 - (i) is by its nature confidential;
 - (ii) the Confidant knows, or ought to know, is confidential;
 - (iii) the Territory communicates to the Confidant (whether in writing or not) as being confidential;
 - (iv) is Personal Information; or

(v) relates to:

1. any information technology needs, intellectual property rights or assessments of an administrative body of the Territory such as a Directorate;
2. the financial, corporate or commercial information of a Directorate;
3. the affairs of a third party (provided the information is not in the public domain); and
4. the strategies, practices and procedures of a Directorate and any information in the Confidant's possession arising out of the undertaking of the Services,

but excludes any information which:

- (i) is in the public domain, unless it is in the public domain due to a breach of confidentiality by the Confidant or another person;
 - (ii) has been independently developed by the Confidant; or
 - (iii) is in the possession of the Confidant without breach of confidentiality by the Confidant or another person.
- (d) **Contract Officer** means, in relation to each party, the representatives whose names and contract details are specified in **Item 1 Schedule 1** of the relevant agreement or as notified from time to time by one party to the other.
- (e) **Directorate** means a directorate of the Territory.
- (f) **Personal Information** means information or an opinion (including information or an opinion that forms part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- (g) **Services** means the services described in the Work Order or other services as agreed between the Territory and the Confidant.
- (h) **Territory** means:
- (i) when used in a geographical sense, the Australian Capital Territory; and
 - (ii) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).
- (i) **Territory Material** means any material that the Territory provides to the Confidant in relation to the Services, including documents, equipment, information, electronic storage devices from which images, sounds, messages

or writing can be produced or reproduced (such as a USB flash drive), and data stored by any means.

- (2) This Deed:
 - (a) must be read in conjunction with the Panel Agreement and the Work Order; and
 - (b) adds to, but does not limit the effect of, the Panel Agreement and the Work Order.
- (3) In this Deed, unless the context requires otherwise:
 - (a) references to “Confidant” include any of the Confidant’s employees, agents, officers, consultants or sub-contractors;
 - (b) references to legislation, or to provisions in legislation, include references to:
 - (i) amendments or re-enactments of the legislation; and
 - (ii) all regulations and instruments issued under the legislation;
 - (c) words in the singular include the plural and vice versa;
 - (d) headings:
 - (i) are for convenience only; and
 - (ii) do not affect the construction or interpretation of this Deed;
 - (e) an obligation imposed on more than one person binds them jointly and severally;
 - (f) the word “include”, and any derivation of “include”, must not be construed as a word of limitation; and
 - (g) a reference to “interest” includes but is not limited to direct, indirect, personal, pecuniary and non-pecuniary interests.

2. Governing law and compliance with the law

- (1) The law for the time being in force in the Territory governs this Deed.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of the Territory.
- (3) The Confidant must comply with the laws from time to time in force in the Territory in performing the Services.

3. Confidentiality undertakings

- (1) The Confidant:

- (a) acknowledges and agrees that improper use, or disclosure of any Confidential Information and Territory Material obtained in the course of providing the Services will be detrimental to the Territory; and
- (b) must ensure that such Confidential Information and Territory Material is used only for the Approved Purpose.

4. Non-disclosure of Confidential Information

- (1) The Confidant must not disclose Confidential Information to any person unless:
 - (a) the Territory has provided its prior written consent; or
 - (b) the Confidential Information is:
 - (i) required or authorised to be disclosed by law;
 - (ii) disclosed to the Confidant's solicitors, auditors, insurers or advisers;
 - (iii) generally available to the public; or
 - (iv) in the possession of the Confidant, without restriction in relation to disclosure, before the date of receipt from the Territory.
- (2) The Territory may in its absolute discretion:
 - (a) grant or withhold its consent;
 - (b) if it does provide consent, impose any terms and conditions that it considers appropriate; and
 - (c) require the Confidant to ensure that the party to whom the Confidant will disclose the Confidential Information executes a deed on any terms and conditions that the Territory imposes.

5. Restriction on use of Confidential Information and Territory Material

- (1) The Confidant must use the Confidential Information and Territory Material solely for the Approved Purpose.
- (2) The Consultant must not disclose any of the Confidential Information or give any Territory Material to any person other than those of its employees, consultants and professional advisors who need access to that Confidential Information or Territory Material for the purposes of providing the Services, who are aware of the requirements of this Deed, and who are bound by an enforceable obligation of confidentiality.

6. Conflicts of interest

- (1) In performing the Services the Confidant:
 - (a) undertakes to act solely in the best interests of the Territory;

- (b) will not use its role to gain its own commercial advantage, for example to participate in any other procurement process conducted by an administrative body or Directorate of the Territory, or to otherwise solicit any business for the Confidant;
 - (c) must not place itself in any position that may or does give rise to any risk of a conflict of interest between the Territory and the Confidant; and
 - (d) must immediately declare to the Territory's representative, any perceived, actual or potential conflict of interest that may arise during performance of the Services.
- (2) The Confidant warrants that, at the date of executing this Deed, it has made diligent and proactive enquiries and it does not know of any conflict of interest that exists or is likely to arise in performing:
- (a) the Services; or
 - (b) any other obligation under the Panel Agreement.

7. Management of conflicts of interest

- (1) The Confidant acknowledges that probity and the ongoing management of any potential conflicts of interest is a priority for the Territory.
- (2) The Territory may require the Confidant to ensure that an authorised person:
- (a) at the time of executing this Deed, honestly, fully and accurately completes a "Declaration of Interests" (**Declaration**);
 - (b) updates the Declaration when there is any change in the Confidant's interests; and
 - (c) sends any updated Declaration to the Territory as soon as possible.
- (3) If a conflict of interest or a risk of a conflict of interest arises, the Confidant must:
- (a) immediately notify the Territory in writing; and
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8. Indemnity

- (1) The Confidant indemnifies the Territory against any costs, liabilities, losses and claims that the Territory incurs as a result of the Confidant's breach of this Deed.

9. Termination of appointment

- (1) If the Confidant breaches this Deed the Territory may, at its absolute discretion, terminate the relevant contract.

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- (1) The Confidant acknowledges that:
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 - (b) the Territory is entitled to injunctive relief as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or equity.

11. No waiver

- (1) Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair:
 - (a) that provision in any way; or
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DATE OF THIS DEED

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:) Signature of Territory delegate

.....
Signature of witness Print name

.....
Print name

SIGNED by or for and on behalf of)
[NAME OF CONFIDANT] in the presence)
of:)
Schedule 2.2(a)(ii) Signature of ~~director/~~ authorised
officer/ individual*
*DELETE whichever is not applicable (see note below)

Signature of ~~director/ secretary/~~witness*
*DELETE whichever is not applicable (see note below)
Xavier Mah
.....
Print name

David Elliott
.....
Print name
Signature of second authorised officer*
*only use if Incorporated Association (see note below)

.....
Print name



- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
- Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Confidant's constitution.
- Individual: Must be signed by the individual Confidant and witnessed.
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Work Order (cont.)

Ref: AHD-22-23-004

This Work Order is issued Under **DEED 2019.22912.21002** (Deed) on 11-Jul-2019

No contractual arrangement arises until the Service Provider and the Territory's approving delegate have signed this Work Order. In addition to the matters set out in this Work Order, the provision of Services is subject to and must be read with the Deed and any applicable Category Terms.

GENERAL		
1	Work Order Number <i>See clause 1.1 of the Deed definition of "Invoice"</i>	AHD-22-23-004
2	Requesting Entity <i>See clauses 1.1 and 3.7 of the Deed</i>	ACT Health Directorate
3	Service Provider name	ACIL ALLEN (ABN 68 102 652 148)
4	Contract Term <i>See clauses 1.1 and 2.2 of the Deed</i>	From 13-Jan-2023 until 17-Mar-2023.
5	Extension Period <i>See clause 2.2 of the Deed</i>	
6	Territory Contact Officer <i>See clauses 1.1, 4.1(3), and 16.10 of the Deed.</i>	Caitlin Bladin 2-6 Bowes Street, ACT-2606 caitlin.bladin@act.gov.au
7	Service Provider Contact Officer <i>See clauses 1.1, and 16.10 of the Deed.</i>	Dr Alex Gash Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 a.gash@acilallen.com.au
SERVICES		
8	Services Category <i>See clause 1.1 of the Deed.</i>	Provision of economic services.



Work Order (cont.)

Ref: AHD-22-23-004

9

Provision of Services

See clauses 1.1 and 4 of the Deed.

The provider will undertake a desktop economic, financial and budget analysis including an economic cost benefit analysis, financial analysis as it relates to the ACT Government and relevant parties, and an ACT Government budget impact assessment associated with different hospital operating models.

The provider will work with ACTHD to identify the appropriate operating models/scenarios for assessment, but it will include consideration of:

- Networked health services (i.e. a single provider across a health system);
- Privatised health services;
- Identification and analysis of any efficiencies/inefficiencies identified with the current model of health service provision;
- Timeframes for potential costs and benefits to flow for each operating model (and the impacted parties); and,
- Identification of, and recommendations relating to, any other potential costs, benefits or efficiencies that could be derived through different operating models.

The provider may be required to work with the Territory's commercial and technical advisors on the Northside Hospital project.

The provider will undertake the work using the below five-phase methodology.

- **Phase 1: Project Inception:** This provides an opportunity to brief us on the appropriate context and build a shared understanding of project requirements.
- **Phase 2: Option Development:** This will involve working with the project sponsor to deliver and define operation model options relevant to the new Northside Hospital.
- **Phase 3: Data Collection:** This will involve the collection of data and information to support the ensuing analytical tasks.
- **Phase 4: Analysis:** This will entail the completion of two analytical tasks: (1) financial impact analysis and (2) cost benefit analysis.
- **Phase 5: Reporting:** This will involve the development of reporting outputs and subsequently, the feedback / review process. To conclude the project, we offer to hold a briefing session with the ACTHD and its stakeholders on the findings of this project.

All communications should be copied to northsidehospitalproject@act.gov.au.

10	<p>Timeframes <i>See clause 4.1(2)(d) of the Deed.</i></p> <p>Milestone Instructions</p> <table border="1" data-bbox="268 387 1378 707"> <thead> <tr> <th>Milestone</th> <th>Milestone Description</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td>Project Plan</td> <td>Delivery and acceptance by the Territory of the project plan</td> <td>early January</td> </tr> <tr> <td>Draft report</td> <td>Delivery of a draft report including economic, financial and budget analysis to the Territory</td> <td>early February</td> </tr> <tr> <td>Final Report</td> <td>Finalisation and acceptance of the report by the Territory</td> <td>early - mid March</td> </tr> </tbody> </table> <p>The provider will be required to attend to the following meetings:</p> <table border="1" data-bbox="276 797 1378 1081"> <thead> <tr> <th>Type</th> <th>Position Required</th> <th>Frequency</th> <th>Method</th> </tr> </thead> <tbody> <tr> <td>Inception Meeting</td> <td>Territory officials</td> <td>On Commencement</td> <td>Videoconference</td> </tr> <tr> <td>Project meetings</td> <td>Territory and supplier project team</td> <td>Weekly</td> <td>Videoconference</td> </tr> <tr> <td>Presentation of report</td> <td>Territory officials</td> <td>On Request</td> <td>Face to Face</td> </tr> </tbody> </table>	Milestone	Milestone Description	Due Date	Project Plan	Delivery and acceptance by the Territory of the project plan	early January	Draft report	Delivery of a draft report including economic, financial and budget analysis to the Territory	early February	Final Report	Finalisation and acceptance of the report by the Territory	early - mid March	Type	Position Required	Frequency	Method	Inception Meeting	Territory officials	On Commencement	Videoconference	Project meetings	Territory and supplier project team	Weekly	Videoconference	Presentation of report	Territory officials	On Request	Face to Face
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11	<p>Service Levels/performance management <i>See clause 4.1(2)(c) and (f) of the Deed.</i></p> <p>No Service Levels specified.</p>																												
12	<p>Reporting requirements <i>See clause 4 of the Deed.</i></p> <p>No Reports specified</p>																												
13	<p>Standards/ Requirements / Qualifications <i>See clause 4.1(2) (f) of the Deed</i></p> <p>No additional standards, practice or guidelines, requirements or qualifications apply.</p>																												
	<p>Additional Work Health and Safety</p> <p>Nil.</p>																												
14	<p>Transition and implementation <i>See clause 4 of the Deed.</i></p> <p>Nil.</p>																												
15	<p>Specified Personnel <i>See clause 7 of the Deed.</i></p> <table border="1" data-bbox="284 1787 1157 2056"> <thead> <tr> <th>Name</th> <th>Role</th> </tr> </thead> <tbody> <tr> <td>Dr Alex Gash</td> <td>Project Director</td> </tr> <tr> <td>Michael Clark</td> <td>Project Manager</td> </tr> <tr> <td>Quan Cu</td> <td>Project Support</td> </tr> <tr> <td>Xavier Mah</td> <td>Project Support</td> </tr> </tbody> </table>	Name	Role	Dr Alex Gash	Project Director	Michael Clark	Project Manager	Quan Cu	Project Support	Xavier Mah	Project Support																		
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Work Order (cont.)

Ref: AHD-22-23-004

16	<p>Approved Subcontractors <i>See clauses 7 and 16.4 of the Deed.</i> Nil.</p>										
INSURANCE AND LIABILITY											
17	<p>Insurance <i>See clause 11.1(4) of the Deed.</i> No other than that required under the Deed.</p>										
18	<p>Monetary cap on liability <i>See clause 12.2(2) of the Deed.</i> Nil.</p>										
USE OF MATERIAL											
19	<p>Territory Material <i>See clauses 1.1 and 8 of the Deed.</i> Relevant documents will be provided to the provider once confidentiality agreements have been executed.</p>										
OTHER											
20	<p>Confidential Text <i>See clauses 1.1 and 10 of the Deed.</i> Not applicable.</p>										
21	<p>Grounds for Confidential Text <i>See clauses 1.1 and 10 of the Deed.</i> Not Applicable.</p>										
22	<p>Conflict of Interest <i>See clause 16.2 of the Deed.</i> Nil reported.</p>										
CONTRACT PRICE											
23	<p>Contract Price <i>See clauses 1.1 and 5 of the Deed.</i> The Contract Price for the Services under this Contract is \$95 950.00 (GST inclusive).</p>										
24	<p>Schedule of Rates <i>See clauses 1.1 and 2.5 of the Deed.</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Classification Level (as per Deed Schedule 3)</th> <th style="text-align: center;">Estimated % time on project</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Level 2</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">Level 3</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">Level 4</td> <td style="text-align: center;">30</td> </tr> <tr> <td style="text-align: center;">Level 5</td> <td style="text-align: center;">30</td> </tr> </tbody> </table>	Classification Level (as per Deed Schedule 3)	Estimated % time on project	Level 2	20	Level 3	20	Level 4	30	Level 5	30
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Level 2	20										
Level 3	20										
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Work Order (cont.)

Ref: AHD-22-23-004

25	Disbursements <i>See clause 5.1(2) of the Deed.</i> Nil
26	Invoicing arrangements <i>See clauses 1.1 and 5.1(1) of the Deed.</i> Invoices are to be delivered in accordance with the Deed, to: caitlin.bladin@act.gov.au and northsidehospitalproject@act.gov.au 1. The Contract Price shall be payable progressively, monthly in arrears. 2. The progressive payments shall be calculated as a factor of agreed rates in item 24 Schedule of Rates. 2. The Service Provider may submit an Invoice for each progress payment following the last working day of the relevant month. 3. Notwithstanding this item, the Service Provider shall provide the Services within the Contract Price provided in item 23.
LOCAL INDUSTRY PARTICIPATION	
27	Economic Contribution Test Nil
SPECIAL CONDITIONS	
28	Special terms and Conditions The provider must sign a Deed of Confidentiality prior to commencement.

Service Provider:

Name: Alexander Gash

Signature:

Schedule 2.2(a)(ii)

Date: 16/01/2023

Position: Executive Director

Ph:

Schedule 2.2(a)(ii)

Email: a.gash@acilallen.com.au

The Service Provider may not commence this work until this form has been signed by the Territory's approving delegate and returned to the Service Provider, at which stage the Work Order becomes a final Work Order and, together with the Deed and any applicable Category Terms, forms the parties' contract for the Services.

Territory's approving delegate:

Name: Liz Lopa

Signature:

Date: 19.01.2023

Position: Executive Group Manager

Ph: 02 5124 980

Email: liz.lopa@act.gov.au



Work Order (cont.)

Ref: AHD-22-23-004

Attachment A – Detailed Specification

Not Applicable



Work Order (cont.)

Ref: AHD-22-23-004

Attachment B – Pricing Schedule

No additional pricing Schedule attached.

From: West, Alice (Health)
Sent: Monday, 16 January 2023 3:13 PM
To: Mishra, Jyoti (Health)
Cc: Bladin, Caitlin (Health)
Subject: RE: For Approval - Confidentiality deed - Endorsement
Attachments: Deed_of_Confidentiality - Non Public Servant_MCLARK.pdf; Deed_of_Confidentiality - Non Public Servant_QCU_.pdf; Deed_of_Confidentiality - Non Public Servant_XMAH.pdf; Deed_of_Confidentiality - Non Public Servant_AGASH.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

OFFICIAL

Hi Jyoti,
Attached are the ACIL Allen deeds – signed and witnessed for ACTHD by Liz and myself.
If you can please save them into the appropriate place on objective, that would be great.
Thanks,

Alice West

Director | Governance and Secretariat | Northside Hospital Project

Ph: (02) 5124 9284 | Mob Schedule 2.2(a)(ii) Email: alice.west@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate

2-6 Bowes Street Phillip ACT 2606

health.act.gov.au

I am not in the office on Tuesdays.



From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Sent: Monday, 16 January 2023 2:42 PM
To: West, Alice (Health) <Alice.West@act.gov.au>
Cc: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: FW: For Approval - Confidentiality deed - Endorsement

OFFICIAL

Hi Alice,

If you can endorse Liz's signature for the deeds that would be great as Acil Allen is waiting for the deeds to sign off the work order.

Regards
Jyoti

From: Lopa, Liz (Health) <Liz.Lopa@act.gov.au>
Sent: Monday, 16 January 2023 11:50 AM
To: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Cc: West, Alice (Health) <Alice.West@act.gov.au>; Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: Re: For Approval - Confidentiality deed - Endorsement

OFFICIAL

Thanks Jyoti. Approved. Please use my electronic signature.
Liz

Get [Outlook for iOS](#)

From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Sent: Monday, January 16, 2023 10:21:12 AM
To: Lopa, Liz (Health) <Liz.Lopa@act.gov.au>
Cc: West, Alice (Health) <Alice.West@act.gov.au>; Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: For Approval - Confidentiality deed - Endorsement

OFFICIAL

Hi Liz,

Please find various confidentiality deeds from ^{Schedule} 2.2(a)(xi) and Acil Allen.

So request your approval to endorse your e-signature.

Regards,

Jyoti Ranjan Mishra | Project Coordinator | Northside Hospital Planning Project

Ph: (02) 6207 6058 | Email: Jyoti.mishra@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate

2-6 Bowes Street Phillip ACT 2606

health.act.gov.au





DEED OF CONFIDENTIALITY AND CONFLICT OF INTEREST – NON ACT PUBLIC SERVANTS

Dated	11 January 2023
Parties	AUSTRALIAN CAPITAL TERRITORY ACT HEALTH AND ACIL ALLEN
Description	UNDERTAKING AS TO CONFIDENTIALITY AND CONFLICT OF INTEREST
Prepared by	ACT HEALTH
	Ref:
Version	26/6/2015

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by ACT HEALTH

ACIL ALLEN (ABN 68 102 652 148) of Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 (**Confidant**)

BACKGROUND

- A. The Territory has engaged the Confidant for the purpose of working on the Northside Hospital project as the economic and financial advisor.
- B. In the course of the Confidant performing the Services, the Confidant may have access to, and may become aware of, Confidential Information belonging to, or in the possession of the Territory.
- C. The Territory requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Territory's Confidential Information is kept confidential and that the Confidant only acts in the best interests of the Territory.

THE PARTIES AGREE as follows.

1. Interpretation

- (1) Unless the context requires or this Deed specifies otherwise, the following definitions apply in this Deed:
 - (a) **Approved Purpose** means provision of services on the Northside Hospital Project as Economic and Financial Advisor and includes any actions reasonably necessary for the proper and effective performance of this role by the Confidant.
 - (b)
 - (c) **Confidential Information** means any information that:
 - (i) is by its nature confidential;
 - (ii) the Confidant knows, or ought to know, is confidential;
 - (iii) the Territory communicates to the Confidant (whether in writing or not) as being confidential;
 - (iv) is Personal Information; or

(v) relates to:

1. any information technology needs, intellectual property rights or assessments of an administrative body of the Territory such as a Directorate;
2. the financial, corporate or commercial information of a Directorate;
3. the affairs of a third party (provided the information is not in the public domain); and
4. the strategies, practices and procedures of a Directorate and any information in the Confidant's possession arising out of the undertaking of the Services,

but excludes any information which:

- (i) is in the public domain, unless it is in the public domain due to a breach of confidentiality by the Confidant or another person;
 - (ii) has been independently developed by the Confidant; or
 - (iii) is in the possession of the Confidant without breach of confidentiality by the Confidant or another person.
- (d) **Contract Officer** means, in relation to each party, the representatives whose names and contract details are specified in **Item 1 Schedule 1** of the relevant agreement or as notified from time to time by one party to the other.
- (e) **Directorate** means a directorate of the Territory.
- (f) **Personal Information** means information or an opinion (including information or an opinion that forms part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- (g) **Services** means the services described in the Work Order or other services as agreed between the Territory and the Confidant.
- (h) **Territory** means:
- (i) when used in a geographical sense, the Australian Capital Territory; and
 - (ii) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).
- (i) **Territory Material** means any material that the Territory provides to the Confidant in relation to the Services, including documents, equipment, information, electronic storage devices from which images, sounds, messages

or writing can be produced or reproduced (such as a USB flash drive), and data stored by any means.

- (2) This Deed:
 - (a) must be read in conjunction with the Panel Agreement and the Work Order; and
 - (b) adds to, but does not limit the effect of, the Panel Agreement and the Work Order.

- (3) In this Deed, unless the context requires otherwise:
 - (a) references to “Confidant” include any of the Confidant’s employees, agents, officers, consultants or sub-contractors;
 - (b) references to legislation, or to provisions in legislation, include references to:
 - (i) amendments or re-enactments of the legislation; and
 - (ii) all regulations and instruments issued under the legislation;
 - (c) words in the singular include the plural and vice versa;
 - (d) headings:
 - (i) are for convenience only; and
 - (ii) do not affect the construction or interpretation of this Deed;
 - (e) an obligation imposed on more than one person binds them jointly and severally;
 - (f) the word “include”, and any derivation of “include”, must not be construed as a word of limitation; and
 - (g) a reference to “interest” includes but is not limited to direct, indirect, personal, pecuniary and non-pecuniary interests.

2. Governing law and compliance with the law

- (1) The law for the time being in force in the Territory governs this Deed.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of the Territory.
- (3) The Confidant must comply with the laws from time to time in force in the Territory in performing the Services.

3. Confidentiality undertakings

- (1) The Confidant:

- (a) acknowledges and agrees that improper use, or disclosure of any Confidential Information and Territory Material obtained in the course of providing the Services will be detrimental to the Territory; and
- (b) must ensure that such Confidential Information and Territory Material is used only for the Approved Purpose.

4. Non-disclosure of Confidential Information

- (1) The Confidant must not disclose Confidential Information to any person unless:
 - (a) the Territory has provided its prior written consent; or
 - (b) the Confidential Information is:
 - (i) required or authorised to be disclosed by law;
 - (ii) disclosed to the Confidant's solicitors, auditors, insurers or advisers;
 - (iii) generally available to the public; or
 - (iv) in the possession of the Confidant, without restriction in relation to disclosure, before the date of receipt from the Territory.
- (2) The Territory may in its absolute discretion:
 - (a) grant or withhold its consent;
 - (b) if it does provide consent, impose any terms and conditions that it considers appropriate; and
 - (c) require the Confidant to ensure that the party to whom the Confidant will disclose the Confidential Information executes a deed on any terms and conditions that the Territory imposes.

5. Restriction on use of Confidential Information and Territory Material

- (1) The Confidant must use the Confidential Information and Territory Material solely for the Approved Purpose.
- (2) The Consultant must not disclose any of the Confidential Information or give any Territory Material to any person other than those of its employees, consultants and professional advisors who need access to that Confidential Information or Territory Material for the purposes of providing the Services, who are aware of the requirements of this Deed, and who are bound by an enforceable obligation of confidentiality.

6. Conflicts of interest

- (1) In performing the Services the Confidant:
 - (a) undertakes to act solely in the best interests of the Territory;

- (b) will not use its role to gain its own commercial advantage, for example to participate in any other procurement process conducted by an administrative body or Directorate of the Territory, or to otherwise solicit any business for the Confidant;
 - (c) must not place itself in any position that may or does give rise to any risk of a conflict of interest between the Territory and the Confidant; and
 - (d) must immediately declare to the Territory's representative, any perceived, actual or potential conflict of interest that may arise during performance of the Services.
- (2) The Confidant warrants that, at the date of executing this Deed, it has made diligent and proactive enquiries and it does not know of any conflict of interest that exists or is likely to arise in performing:
- (a) the Services; or
 - (b) any other obligation under the Panel Agreement.

7. Management of conflicts of interest

- (1) The Confidant acknowledges that probity and the ongoing management of any potential conflicts of interest is a priority for the Territory.
- (2) The Territory may require the Confidant to ensure that an authorised person:
- (a) at the time of executing this Deed, honestly, fully and accurately completes a "Declaration of Interests" (**Declaration**);
 - (b) updates the Declaration when there is any change in the Confidant's interests; and
 - (c) sends any updated Declaration to the Territory as soon as possible.
- (3) If a conflict of interest or a risk of a conflict of interest arises, the Confidant must:
- (a) immediately notify the Territory in writing; and
 - (b) comply with any requirement that the Territory imposes to eliminate or otherwise deal with that conflict or risk of conflict.

8. Indemnity

- (1) The Confidant indemnifies the Territory against any costs, liabilities, losses and claims that the Territory incurs as a result of the Confidant's breach of this Deed.

9. Termination of appointment

- (1) If the Confidant breaches this Deed the Territory may, at its absolute discretion, terminate the relevant contract.

10. Injunctive relief

- (1) The Confidant acknowledges that:
 - (a) damages may not be an adequate remedy for the Territory for any breach of the provisions of this Deed; and
 - (b) the Territory is entitled to injunctive relief as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or equity.

11. No waiver

- (1) Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair:
 - (a) that provision in any way; or
 - (b) the rights and remedies that the Territory may have in respect of that provision.

12. Notices

- (1) Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contract Officer.
- (2) A notice will be deemed to have been given:
 - (a) if delivered by hand, on delivery;
 - (b) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
 - (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
 - (d) if sent by electronic mail, on whichever of the following occurs first:
 - (i) the other party's acknowledgment of receipt by any means; or
 - (ii) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address; or
 - (iii) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed.

DATE OF THIS DEED 16 January 2023

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of:

Schedule 2.2(a)(ii)

Signature of witness

Alice West

Print name

Schedule 2.2(a)(ii)

Signature of Territory delegate

Liz Lopa

Print name

SIGNED by or for and on behalf of ACIL Allen)

[NAME OF CONFIDANT] in the presence of:

Schedule 2.2(a)(ii)

Signature of director/ secretary/ witness*

*DELETE whichever is not applicable (see note below)

David Elliott

Print name

Schedule 2.2(a)(ii)

Signature of director/ authorised officer/ individual*

*DELETE whichever is not applicable (see note below)

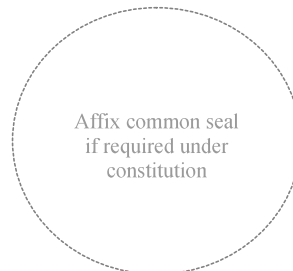
Alexander Gash - Executive Director

Print name

Signature of second authorised officer*

*only use if Incorporated Association (see note below)

Print name



Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.

Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Confidant's constitution.

Individual: Must be signed by the individual Confidant and witnessed.

Incorporated Association: Must be signed in accordance with the Confidant's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign



DEED OF CONFIDENTIALITY AND CONFLICT OF INTEREST – NON ACT PUBLIC SERVANTS

Dated	11 January 2023
Parties	AUSTRALIAN CAPITAL TERRITORY ACT HEALTH AND ACIL ALLEN
Description	UNDERTAKING AS TO CONFIDENTIALITY AND CONFLICT OF INTEREST
Prepared by	ACT HEALTH
	Ref:
Version	26/6/2015

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by ACT HEALTH

ACIL ALLEN (ABN 68 102 652 148) of Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 (**Confidant**)

BACKGROUND

- A. The Territory has engaged the Confidant for the purpose of working on the Northside Hospital project as the economic and financial advisor.
- B. In the course of the Confidant performing the Services, the Confidant may have access to, and may become aware of, Confidential Information belonging to, or in the possession of the Territory.
- C. The Territory requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Territory's Confidential Information is kept confidential and that the Confidant only acts in the best interests of the Territory.

THE PARTIES AGREE as follows.

1. Interpretation

- (1) Unless the context requires or this Deed specifies otherwise, the following definitions apply in this Deed:
 - (a) **Approved Purpose** means provision of services on the Northside Hospital Project as Economic and Financial Advisor and includes any actions reasonably necessary for the proper and effective performance of this role by the Confidant.
 - (b)
 - (c) **Confidential Information** means any information that:
 - (i) is by its nature confidential;
 - (ii) the Confidant knows, or ought to know, is confidential;
 - (iii) the Territory communicates to the Confidant (whether in writing or not) as being confidential;
 - (iv) is Personal Information; or

(v) relates to:

1. any information technology needs, intellectual property rights or assessments of an administrative body of the Territory such as a Directorate;
2. the financial, corporate or commercial information of a Directorate;
3. the affairs of a third party (provided the information is not in the public domain); and
4. the strategies, practices and procedures of a Directorate and any information in the Confidant's possession arising out of the undertaking of the Services,

but excludes any information which:

- (i) is in the public domain, unless it is in the public domain due to a breach of confidentiality by the Confidant or another person;
 - (ii) has been independently developed by the Confidant; or
 - (iii) is in the possession of the Confidant without breach of confidentiality by the Confidant or another person.
- (d) **Contract Officer** means, in relation to each party, the representatives whose names and contract details are specified in **Item 1 Schedule 1** of the relevant agreement or as notified from time to time by one party to the other.
- (e) **Directorate** means a directorate of the Territory.
- (f) **Personal Information** means information or an opinion (including information or an opinion that forms part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- (g) **Services** means the services described in the Work Order or other services as agreed between the Territory and the Confidant.
- (h) **Territory** means:
- (i) when used in a geographical sense, the Australian Capital Territory; and
 - (ii) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).
- (i) **Territory Material** means any material that the Territory provides to the Confidant in relation to the Services, including documents, equipment, information, electronic storage devices from which images, sounds, messages

or writing can be produced or reproduced (such as a USB flash drive), and data stored by any means.

- (2) This Deed:
 - (a) must be read in conjunction with the Panel Agreement and the Work Order; and
 - (b) adds to, but does not limit the effect of, the Panel Agreement and the Work Order.
- (3) In this Deed, unless the context requires otherwise:
 - (a) references to “Confidant” include any of the Confidant’s employees, agents, officers, consultants or sub-contractors;
 - (b) references to legislation, or to provisions in legislation, include references to:
 - (i) amendments or re-enactments of the legislation; and
 - (ii) all regulations and instruments issued under the legislation;
 - (c) words in the singular include the plural and vice versa;
 - (d) headings:
 - (i) are for convenience only; and
 - (ii) do not affect the construction or interpretation of this Deed;
 - (e) an obligation imposed on more than one person binds them jointly and severally;
 - (f) the word “include”, and any derivation of “include”, must not be construed as a word of limitation; and
 - (g) a reference to “interest” includes but is not limited to direct, indirect, personal, pecuniary and non-pecuniary interests.

2. Governing law and compliance with the law

- (1) The law for the time being in force in the Territory governs this Deed.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of the Territory.
- (3) The Confidant must comply with the laws from time to time in force in the Territory in performing the Services.

3. Confidentiality undertakings

- (1) The Confidant:

- (a) acknowledges and agrees that improper use, or disclosure of any Confidential Information and Territory Material obtained in the course of providing the Services will be detrimental to the Territory; and
- (b) must ensure that such Confidential Information and Territory Material is used only for the Approved Purpose.

4. Non-disclosure of Confidential Information

- (1) The Confidant must not disclose Confidential Information to any person unless:
 - (a) the Territory has provided its prior written consent; or
 - (b) the Confidential Information is:
 - (i) required or authorised to be disclosed by law;
 - (ii) disclosed to the Confidant's solicitors, auditors, insurers or advisers;
 - (iii) generally available to the public; or
 - (iv) in the possession of the Confidant, without restriction in relation to disclosure, before the date of receipt from the Territory.
- (2) The Territory may in its absolute discretion:
 - (a) grant or withhold its consent;
 - (b) if it does provide consent, impose any terms and conditions that it considers appropriate; and
 - (c) require the Confidant to ensure that the party to whom the Confidant will disclose the Confidential Information executes a deed on any terms and conditions that the Territory imposes.

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- (1) The Confidant must use the Confidential Information and Territory Material solely for the Approved Purpose.
- (2) The Consultant must not disclose any of the Confidential Information or give any Territory Material to any person other than those of its employees, consultants and professional advisors who need access to that Confidential Information or Territory Material for the purposes of providing the Services, who are aware of the requirements of this Deed, and who are bound by an enforceable obligation of confidentiality.

6. Conflicts of interest

- (1) In performing the Services the Confidant:
 - (a) undertakes to act solely in the best interests of the Territory;

- (b) will not use its role to gain its own commercial advantage, for example to participate in any other procurement process conducted by an administrative body or Directorate of the Territory, or to otherwise solicit any business for the Confidant;
 - (c) must not place itself in any position that may or does give rise to any risk of a conflict of interest between the Territory and the Confidant; and
 - (d) must immediately declare to the Territory's representative, any perceived, actual or potential conflict of interest that may arise during performance of the Services.
- (2) The Confidant warrants that, at the date of executing this Deed, it has made diligent and proactive enquiries and it does not know of any conflict of interest that exists or is likely to arise in performing:
- (a) the Services; or
 - (b) any other obligation under the Panel Agreement.

7. Management of conflicts of interest

- (1) The Confidant acknowledges that probity and the ongoing management of any potential conflicts of interest is a priority for the Territory.
- (2) The Territory may require the Confidant to ensure that an authorised person:
- (a) at the time of executing this Deed, honestly, fully and accurately completes a "Declaration of Interests" (**Declaration**);
 - (b) updates the Declaration when there is any change in the Confidant's interests; and
 - (c) sends any updated Declaration to the Territory as soon as possible.
- (3) If a conflict of interest or a risk of a conflict of interest arises, the Confidant must:
- (a) immediately notify the Territory in writing; and
 - (b) comply with any requirement that the Territory imposes to eliminate or otherwise deal with that conflict or risk of conflict.

8. Indemnity

- (1) The Confidant indemnifies the Territory against any costs, liabilities, losses and claims that the Territory incurs as a result of the Confidant's breach of this Deed.

9. Termination of appointment

- (1) If the Confidant breaches this Deed the Territory may, at its absolute discretion, terminate the relevant contract.

10. Injunctive relief

- (1) The Confidant acknowledges that:
 - (a) damages may not be an adequate remedy for the Territory for any breach of the provisions of this Deed; and
 - (b) the Territory is entitled to injunctive relief as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or equity.

11. No waiver

- (1) Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair:
 - (a) that provision in any way; or
 - (b) the rights and remedies that the Territory may have in respect of that provision.

12. Notices

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DATE OF THIS DEED 16 January 2023

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of:

Schedule 2.2(a)(ii) [Redacted]

Signature of witness

Alice West
Print name

Schedule 2.2(a)(ii) [Redacted]

Signature of Territory delegate

Liz Lopa
Print name

SIGNED by or for and on behalf of [NAME OF CONFIDANT] in the presence of:

Schedule 2.2(a)(ii) [Redacted]

Signature of director/ secretary/ witness*
*DELETE whichever is not applicable (see note below)

David Elliott
Print name

Schedule 2.2(a)(ii) [Redacted]

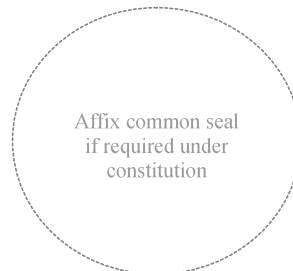
Signature of director/ authorised officer/ individual*

*DELETE whichever is not applicable (see note below)

Michael Clark
Print name

Signature of second authorised officer*
*only use if Incorporated Association (see note below)

Print name



- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Confidant's constitution.
Individual: Must be signed by the individual Confidant and witnessed.
Incorporated Association: Must be signed in accordance with the Confidant's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign



DEED OF CONFIDENTIALITY AND CONFLICT OF INTEREST – NON ACT PUBLIC SERVANTS

Dated	11 January 2023
Parties	AUSTRALIAN CAPITAL TERRITORY ACT HEALTH AND ACIL ALLEN
Description	UNDERTAKING AS TO CONFIDENTIALITY AND CONFLICT OF INTEREST
Prepared by	ACT HEALTH
	Ref:
Version	26/6/2015

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ACIL ALLEN (ABN 68 102 652 148) of Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 (**Confidant**)

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 - (iii) the Territory communicates to the Confidant (whether in writing or not) as being confidential;
 - (iv) is Personal Information; or

(v) relates to:

1. any information technology needs, intellectual property rights or assessments of an administrative body of the Territory such as a Directorate;
2. the financial, corporate or commercial information of a Directorate;
3. the affairs of a third party (provided the information is not in the public domain); and
4. the strategies, practices and procedures of a Directorate and any information in the Confidant's possession arising out of the undertaking of the Services,

but excludes any information which:

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- (i) when used in a geographical sense, the Australian Capital Territory; and
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 - (a) must be read in conjunction with the Panel Agreement and the Work Order; and
 - (b) adds to, but does not limit the effect of, the Panel Agreement and the Work Order.

- (3) In this Deed, unless the context requires otherwise:
 - (a) references to “Confidant” include any of the Confidant’s employees, agents, officers, consultants or sub-contractors;
 - (b) references to legislation, or to provisions in legislation, include references to:
 - (i) amendments or re-enactments of the legislation; and
 - (ii) all regulations and instruments issued under the legislation;
 - (c) words in the singular include the plural and vice versa;
 - (d) headings:
 - (i) are for convenience only; and
 - (ii) do not affect the construction or interpretation of this Deed;
 - (e) an obligation imposed on more than one person binds them jointly and severally;
 - (f) the word “include”, and any derivation of “include”, must not be construed as a word of limitation; and
 - (g) a reference to “interest” includes but is not limited to direct, indirect, personal, pecuniary and non-pecuniary interests.

2. Governing law and compliance with the law

- (1) The law for the time being in force in the Territory governs this Deed.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of the Territory.
- (3) The Confidant must comply with the laws from time to time in force in the Territory in performing the Services.

3. Confidentiality undertakings

- (1) The Confidant:

- (a) acknowledges and agrees that improper use, or disclosure of any Confidential Information and Territory Material obtained in the course of providing the Services will be detrimental to the Territory; and
- (b) must ensure that such Confidential Information and Territory Material is used only for the Approved Purpose.

4. Non-disclosure of Confidential Information

- (1) The Confidant must not disclose Confidential Information to any person unless:
 - (a) the Territory has provided its prior written consent; or
 - (b) the Confidential Information is:
 - (i) required or authorised to be disclosed by law;
 - (ii) disclosed to the Confidant's solicitors, auditors, insurers or advisers;
 - (iii) generally available to the public; or
 - (iv) in the possession of the Confidant, without restriction in relation to disclosure, before the date of receipt from the Territory.
- (2) The Territory may in its absolute discretion:
 - (a) grant or withhold its consent;
 - (b) if it does provide consent, impose any terms and conditions that it considers appropriate; and
 - (c) require the Confidant to ensure that the party to whom the Confidant will disclose the Confidential Information executes a deed on any terms and conditions that the Territory imposes.

5. Restriction on use of Confidential Information and Territory Material

- (1) The Confidant must use the Confidential Information and Territory Material solely for the Approved Purpose.
- (2) The Consultant must not disclose any of the Confidential Information or give any Territory Material to any person other than those of its employees, consultants and professional advisors who need access to that Confidential Information or Territory Material for the purposes of providing the Services, who are aware of the requirements of this Deed, and who are bound by an enforceable obligation of confidentiality.

6. Conflicts of interest

- (1) In performing the Services the Confidant:
 - (a) undertakes to act solely in the best interests of the Territory;

- (b) will not use its role to gain its own commercial advantage, for example to participate in any other procurement process conducted by an administrative body or Directorate of the Territory, or to otherwise solicit any business for the Confidant;
 - (c) must not place itself in any position that may or does give rise to any risk of a conflict of interest between the Territory and the Confidant; and
 - (d) must immediately declare to the Territory's representative, any perceived, actual or potential conflict of interest that may arise during performance of the Services.
- (2) The Confidant warrants that, at the date of executing this Deed, it has made diligent and proactive enquiries and it does not know of any conflict of interest that exists or is likely to arise in performing:
- (a) the Services; or
 - (b) any other obligation under the Panel Agreement.

7. Management of conflicts of interest

- (1) The Confidant acknowledges that probity and the ongoing management of any potential conflicts of interest is a priority for the Territory.
- (2) The Territory may require the Confidant to ensure that an authorised person:
- (a) at the time of executing this Deed, honestly, fully and accurately completes a "Declaration of Interests" (**Declaration**);
 - (b) updates the Declaration when there is any change in the Confidant's interests; and
 - (c) sends any updated Declaration to the Territory as soon as possible.
- (3) If a conflict of interest or a risk of a conflict of interest arises, the Confidant must:
- (a) immediately notify the Territory in writing; and
 - (b) comply with any requirement that the Territory imposes to eliminate or otherwise deal with that conflict or risk of conflict.

8. Indemnity

- (1) The Confidant indemnifies the Territory against any costs, liabilities, losses and claims that the Territory incurs as a result of the Confidant's breach of this Deed.

9. Termination of appointment

- (1) If the Confidant breaches this Deed the Territory may, at its absolute discretion, terminate the relevant contract.

10. Injunctive relief

- (1) The Confidant acknowledges that:
 - (a) damages may not be an adequate remedy for the Territory for any breach of the provisions of this Deed; and
 - (b) the Territory is entitled to injunctive relief as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or equity.

11. No waiver

- (1) Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair:
 - (a) that provision in any way; or
 - (b) the rights and remedies that the Territory may have in respect of that provision.

12. Notices

- (1) Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contract Officer.
- (2) A notice will be deemed to have been given:
 - (a) if delivered by hand, on delivery;
 - (b) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
 - (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
 - (d) if sent by electronic mail, on whichever of the following occurs first:
 - (i) the other party's acknowledgment of receipt by any means; or
 - (ii) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address; or
 - (iii) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed.

DATE OF THIS DEED 16 January 2023

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY in the presence of:

Schedule 2.2(a)(ii) [Redacted]

Signature of witness

Alice West
Print name

Schedule 2.2(a)(ii) [Redacted]

Signature of Territory delegate

Liz Lopa
Print name

SIGNED by or for and on behalf of [NAME OF CONFIDANT] in the presence of:

Schedule 2.2(a)(ii) [Redacted]

Signature of director/ secretary/ witness*
*DELETE whichever is not applicable (see note below)

David Elliott
Print name

Schedule 2.2(a)(ii) [Redacted]

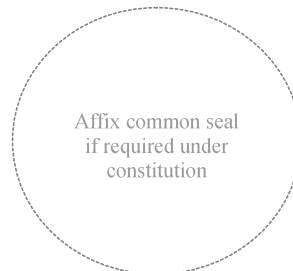
Signature of director/ authorised officer/ individual*

*DELETE whichever is not applicable (see note below)

Quan Cu
Print name

Signature of second authorised officer*
*only use if Incorporated Association (see note below)

Print name



- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Confidant's constitution.
Individual: Must be signed by the individual Confidant and witnessed.
Incorporated Association: Must be signed in accordance with the Confidant's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign



DEED OF CONFIDENTIALITY AND CONFLICT OF INTEREST – NON ACT PUBLIC SERVANTS

Dated	11 January 2023
Parties	AUSTRALIAN CAPITAL TERRITORY ACT HEALTH AND ACIL ALLEN
Description	UNDERTAKING AS TO CONFIDENTIALITY AND CONFLICT OF INTEREST
Prepared by	ACT HEALTH
	Ref:
Version	26/6/2015

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by ACT HEALTH

ACIL ALLEN (ABN 68 102 652 148) of Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 (**Confidant**)

BACKGROUND

- A. The Territory has engaged the Confidant for the purpose of working on the Northside Hospital project as the economic and financial advisor.
- B. In the course of the Confidant performing the Services, the Confidant may have access to, and may become aware of, Confidential Information belonging to, or in the possession of the Territory.
- C. The Territory requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Territory's Confidential Information is kept confidential and that the Confidant only acts in the best interests of the Territory.

THE PARTIES AGREE as follows.

1. Interpretation

- (1) Unless the context requires or this Deed specifies otherwise, the following definitions apply in this Deed:
 - (a) **Approved Purpose** means provision of services on the Northside Hospital Project as Economic and Financial Advisor and includes any actions reasonably necessary for the proper and effective performance of this role by the Confidant.
 - (b)
 - (c) **Confidential Information** means any information that:
 - (i) is by its nature confidential;
 - (ii) the Confidant knows, or ought to know, is confidential;
 - (iii) the Territory communicates to the Confidant (whether in writing or not) as being confidential;
 - (iv) is Personal Information; or

(v) relates to:

1. any information technology needs, intellectual property rights or assessments of an administrative body of the Territory such as a Directorate;
2. the financial, corporate or commercial information of a Directorate;
3. the affairs of a third party (provided the information is not in the public domain); and
4. the strategies, practices and procedures of a Directorate and any information in the Confidant's possession arising out of the undertaking of the Services,

but excludes any information which:

- (i) is in the public domain, unless it is in the public domain due to a breach of confidentiality by the Confidant or another person;
 - (ii) has been independently developed by the Confidant; or
 - (iii) is in the possession of the Confidant without breach of confidentiality by the Confidant or another person.
- (d) **Contract Officer** means, in relation to each party, the representatives whose names and contract details are specified in **Item 1 Schedule 1** of the relevant agreement or as notified from time to time by one party to the other.
- (e) **Directorate** means a directorate of the Territory.
- (f) **Personal Information** means information or an opinion (including information or an opinion that forms part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- (g) **Services** means the services described in the Work Order or other services as agreed between the Territory and the Confidant.
- (h) **Territory** means:
- (i) when used in a geographical sense, the Australian Capital Territory; and
 - (ii) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).
- (i) **Territory Material** means any material that the Territory provides to the Confidant in relation to the Services, including documents, equipment, information, electronic storage devices from which images, sounds, messages

or writing can be produced or reproduced (such as a USB flash drive), and data stored by any means.

- (2) This Deed:
 - (a) must be read in conjunction with the Panel Agreement and the Work Order; and
 - (b) adds to, but does not limit the effect of, the Panel Agreement and the Work Order.
- (3) In this Deed, unless the context requires otherwise:
 - (a) references to “Confidant” include any of the Confidant’s employees, agents, officers, consultants or sub-contractors;
 - (b) references to legislation, or to provisions in legislation, include references to:
 - (i) amendments or re-enactments of the legislation; and
 - (ii) all regulations and instruments issued under the legislation;
 - (c) words in the singular include the plural and vice versa;
 - (d) headings:
 - (i) are for convenience only; and
 - (ii) do not affect the construction or interpretation of this Deed;
 - (e) an obligation imposed on more than one person binds them jointly and severally;
 - (f) the word “include”, and any derivation of “include”, must not be construed as a word of limitation; and
 - (g) a reference to “interest” includes but is not limited to direct, indirect, personal, pecuniary and non-pecuniary interests.

2. Governing law and compliance with the law

- (1) The law for the time being in force in the Territory governs this Deed.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of the Territory.
- (3) The Confidant must comply with the laws from time to time in force in the Territory in performing the Services.

3. Confidentiality undertakings

- (1) The Confidant:

- (a) acknowledges and agrees that improper use, or disclosure of any Confidential Information and Territory Material obtained in the course of providing the Services will be detrimental to the Territory; and
- (b) must ensure that such Confidential Information and Territory Material is used only for the Approved Purpose.

4. Non-disclosure of Confidential Information

- (1) The Confidant must not disclose Confidential Information to any person unless:
 - (a) the Territory has provided its prior written consent; or
 - (b) the Confidential Information is:
 - (i) required or authorised to be disclosed by law;
 - (ii) disclosed to the Confidant's solicitors, auditors, insurers or advisers;
 - (iii) generally available to the public; or
 - (iv) in the possession of the Confidant, without restriction in relation to disclosure, before the date of receipt from the Territory.
- (2) The Territory may in its absolute discretion:
 - (a) grant or withhold its consent;
 - (b) if it does provide consent, impose any terms and conditions that it considers appropriate; and
 - (c) require the Confidant to ensure that the party to whom the Confidant will disclose the Confidential Information executes a deed on any terms and conditions that the Territory imposes.

5. Restriction on use of Confidential Information and Territory Material

- (1) The Confidant must use the Confidential Information and Territory Material solely for the Approved Purpose.
- (2) The Consultant must not disclose any of the Confidential Information or give any Territory Material to any person other than those of its employees, consultants and professional advisors who need access to that Confidential Information or Territory Material for the purposes of providing the Services, who are aware of the requirements of this Deed, and who are bound by an enforceable obligation of confidentiality.

6. Conflicts of interest

- (1) In performing the Services the Confidant:
 - (a) undertakes to act solely in the best interests of the Territory;

- (b) will not use its role to gain its own commercial advantage, for example to participate in any other procurement process conducted by an administrative body or Directorate of the Territory, or to otherwise solicit any business for the Confidant;
 - (c) must not place itself in any position that may or does give rise to any risk of a conflict of interest between the Territory and the Confidant; and
 - (d) must immediately declare to the Territory's representative, any perceived, actual or potential conflict of interest that may arise during performance of the Services.
- (2) The Confidant warrants that, at the date of executing this Deed, it has made diligent and proactive enquiries and it does not know of any conflict of interest that exists or is likely to arise in performing:
- (a) the Services; or
 - (b) any other obligation under the Panel Agreement.

7. Management of conflicts of interest

- (1) The Confidant acknowledges that probity and the ongoing management of any potential conflicts of interest is a priority for the Territory.
- (2) The Territory may require the Confidant to ensure that an authorised person:
- (a) at the time of executing this Deed, honestly, fully and accurately completes a "Declaration of Interests" (**Declaration**);
 - (b) updates the Declaration when there is any change in the Confidant's interests; and
 - (c) sends any updated Declaration to the Territory as soon as possible.
- (3) If a conflict of interest or a risk of a conflict of interest arises, the Confidant must:
- (a) immediately notify the Territory in writing; and
 - (b) comply with any requirement that the Territory imposes to eliminate or otherwise deal with that conflict or risk of conflict.

8. Indemnity

- (1) The Confidant indemnifies the Territory against any costs, liabilities, losses and claims that the Territory incurs as a result of the Confidant's breach of this Deed.

9. Termination of appointment

- (1) If the Confidant breaches this Deed the Territory may, at its absolute discretion, terminate the relevant contract.

10. Injunctive relief

- (1) The Confidant acknowledges that:
 - (a) damages may not be an adequate remedy for the Territory for any breach of the provisions of this Deed; and
 - (b) the Territory is entitled to injunctive relief as a remedy for any breach or threatened breach by the Confidant, in addition to any other remedies available at law or equity.

11. No waiver

- (1) Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair:
 - (a) that provision in any way; or
 - (b) the rights and remedies that the Territory may have in respect of that provision.

12. Notices

- (1) Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contract Officer.
- (2) A notice will be deemed to have been given:
 - (a) if delivered by hand, on delivery;
 - (b) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
 - (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
 - (d) if sent by electronic mail, on whichever of the following occurs first:
 - (i) the other party's acknowledgment of receipt by any means; or
 - (ii) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address; or
 - (iii) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed.

DATE OF THIS DEED 16 January 2023

SIGNED for and on behalf of the AUSTRALIAN CAPITAL TERRITORY

in the presence of:

Schedule 2.2(a)(ii) [Redacted signature area]

Signature of witness

Alice West

Print name

Schedule 2.2(a)(ii)

[Redacted signature area]

Signature of Territory delegate

Liz Lopa

Print name

SIGNED by or for and on behalf of [NAME OF CONFIDANT] in the presence of:

Schedule 2.2(a)(ii) [Redacted signature area]

Signature of director/ secretary/witness*

*DELETE whichever is not applicable (see note below)

Schedule 2.2(a)(ii)

[Redacted signature area]

Signature of director/ authorised officer/ individual*

*DELETE whichever is not applicable (see note below)

Xavier Mah

Print name

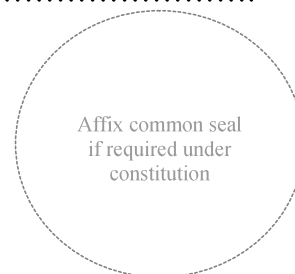
David Elliott

Print name

Signature of second authorised officer*

*only use if Incorporated Association (see note below)

Print name



- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Confidant's constitution.
Individual: Must be signed by the individual Confidant and witnessed.
Incorporated Association: Must be signed in accordance with the Confidant's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign

From: Mishra, Jyoti (Health)
Sent: Monday, 16 January 2023 3:22 PM
To: Michael Clark; Alex Gash
Cc: West, Alice (Health); Bladin, Caitlin (Health)
Subject: RE: Economic, Financial and Budget Advice on Options for the Northside Hospital Project: Deed of Confidentiality
Attachments: Deed_of_Confidentiality - Non Public Servant_MCLARK.pdf; Deed_of_Confidentiality - Non Public Servant_QCU_.pdf; Deed_of_Confidentiality - Non Public Servant_XMAH.pdf; Deed_of_Confidentiality - Non Public Servant_AGASH.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

OFFICIAL

Hi Michael/Alex,

Please find attached signed deed copies.

So request you to sign off the work order and send through to us asap.

Regards,

Jyoti Ranjan Mishra | Project Coordinator | Northside Hospital Planning Project

Ph: (02) 6207 6058 | Email: Jyoti.mishra@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate

2-6 Bowes Street Phillip ACT 2606

health.act.gov.au



From: Michael Clark [redacted: Schedule 2.2(a)(ii)]
Sent: Friday, 13 January 2023 5:04 PM
To: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Cc: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>; West, Alice (Health) <Alice.West@act.gov.au>; Alex Gash <a.gash@acilallen.com.au>
Subject: Economic, Financial and Budget Advice on Options for the Northside Hospital Project: Deed of Confidentiality

Some people who received this message don't often get email from [redacted: Schedule 2.2(a)(ii)] [Learn why this is important](#)

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Hi Caitlin,

Thanks for a productive inception meeting earlier today.

Please find attached signed Deeds of Confidentiality for the team (I understand Alex has already provided a copy to you).

I have also added yourself, Jyoti and Alice to the confidential share folder for project data. Here is the link:

<https://www.imanageshare-au.com/f/8vp4tN7ftW7>

I will follow up to find a time for the ongoing Project Control Group meetings.

Kind regards
Michael.

Michael Clark

Principal

Schedule 2.2(a)(ii)

ACIL ALLEN

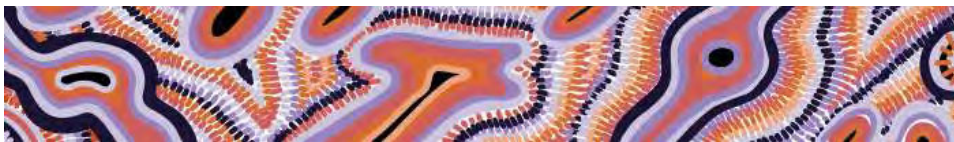
Level 12, 28 The Esplanade

Perth WA Australia 6000

+61 8 9449 9600

acilallen.com.au

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I acknowledge and respect the traditional owners past, present and emerging across the country where I work, rest and live.

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From: Mishra, Jyoti (Health)
Sent: Monday, 16 January 2023 3:24 PM
To: West, Alice (Health)
Cc: Bladin, Caitlin (Health)
Subject: FW: For Approval - Confidentiality deed - Endorsement
Attachments: Deed_of_Confidentiality - Non Public Servant_MCLARK.pdf; Deed_of_Confidentiality - Non Public Servant_QCU_.pdf; Deed_of_Confidentiality - Non Public Servant_XMAH.pdf; Deed_of_Confidentiality - Non Public Servant_AGASH.pdf; Tender evaluation_Commercial.obr

Follow Up Flag: Follow up
Flag Status: Flagged

OFFICIAL

Hi Alice,

Please find the objective link to the folder for the saved items.

Regards
 Jyoti

From: West, Alice (Health) <Alice.West@act.gov.au>
Sent: Monday, 16 January 2023 3:13 PM
To: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Cc: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: RE: For Approval - Confidentiality deed - Endorsement

OFFICIAL

Hi Jyoti,
 Attached are the ACIL Allen deeds – signed and witnessed for ACTHD by Liz and myself.
 If you can please save them into the appropriate place on objective, that would be great.
 Thanks,

Alice West

Director | Governance and Secretariat | Northside Hospital Project

Ph: (02) 5124 9284 | Mob Schedule 2.2(a)(ii) Email: alice.west@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate

2-6 Bowes Street Phillip ACT 2606

health.act.gov.au

I am not in the office on Tuesdays.



From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Sent: Monday, 16 January 2023 2:42 PM
To: West, Alice (Health) <Alice.West@act.gov.au>
Cc: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: FW: For Approval - Confidentiality deed - Endorsement

OFFICIAL

Hi Alice,

If you can endorse Liz's signature for the deeds that would great as Acil Allen is waiting for the deeds to sign off the work order.

Regards
Jyoti

From: Lopa, Liz (Health) <Liz.Lopa@act.gov.au>
Sent: Monday, 16 January 2023 11:50 AM
To: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Cc: West, Alice (Health) <Alice.West@act.gov.au>; Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: Re: For Approval - Confidentiality deed - Endorsement

OFFICIAL

Thanks Jyoti. Approved. Please use my electronic signature.
Liz

Get [Outlook for iOS](#)

From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Sent: Monday, January 16, 2023 10:21:12 AM
To: Lopa, Liz (Health) <Liz.Lopa@act.gov.au>
Cc: West, Alice (Health) <Alice.West@act.gov.au>; Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: For Approval - Confidentiality deed - Endorsement

OFFICIAL

Hi Liz,

Please find various confidentiality deeds from **Schedule 2.2(a)(xi)** and Acil Allen.

So request your approval to endorse your e-signature.

Regards,

Jyoti Ranjan Mishra | Project Coordinator | Northside Hospital Planning Project

Ph: (02) 6207 6058 | Email: Jyoti.mishra@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate

2-6 Bowes Street Phillip ACT 2606

health.act.gov.au



From: Alex Gash <a.gash@acilallen.com.au>
Sent: Monday, 16 January 2023 3:36 PM
To: Mishra, Jyoti (Health); Michael Clark
Cc: West, Alice (Health); Bladin, Caitlin (Health)
Subject: RE: Economic, Financial and Budget Advice on Options for the Northside Hospital Project: Deed of Confidentiality
Attachments: Work Order AHD-22-23-004 prepared 10 Jan 2023 TR review.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

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Hi Jyoti,

Please find attached the signed work order.

Alex

Dr Alex Gash
Executive Director
Schedule 2.2(a)(ii)
a.gash@acilallen.com.au

ACIL ALLEN

Level 6, 54 Marcus Clarke Street
Canberra ACT Australia 2601
+61 2 6103 8200
acilallen.com.au
Brisbane | Canberra | Melbourne | Perth | Sydney | Adelaide

See my latest thought piece on strengthening the performance and accountability of government [here](#)

From: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>
Sent: Monday, 16 January 2023 3:22 PM
To: Michael Clark Schedule 2.2(a)(ii); Alex Gash <a.gash@acilallen.com.au>
Cc: West, Alice (Health) <Alice.West@act.gov.au>; Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: RE: Economic, Financial and Budget Advice on Options for the Northside Hospital Project: Deed of Confidentiality

OFFICIAL

Hi Michael/Alex,

Please find attached signed deed copies.

So request you to sign off the work order and send through to us asap.

Regards,

Jyoti Ranjan Mishra | Project Coordinator | Northside Hospital Planning Project

Ph: (02) 6207 6058 | Email: Jyoti.mishra@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate

2-6 Bowes Street Phillip ACT 2606

health.act.gov.au



From: Michael Clark Schedule 2.2(a)(ii)

Sent: Friday, 13 January 2023 5:04 PM

To: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>

Cc: Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>; West, Alice (Health) <Alice.West@act.gov.au>; Alex Gash <a.gash@acilallen.com.au>

Subject: Economic, Financial and Budget Advice on Options for the Northside Hospital Project: Deed of Confidentiality

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Hi Caitlin,

Thanks for a productive inception meeting earlier today.

Please find attached signed Deeds of Confidentiality for the team (I understand Alex has already provided a copy to you).

I have also added yourself, Jyoti and Alice to the confidential share folder for project data. Here is the link:

<https://www.imanageshare-au.com/f/8vp4tN7ftW7>

I will follow up to find a time for the ongoing Project Control Group meetings.

Kind regards
Michael.

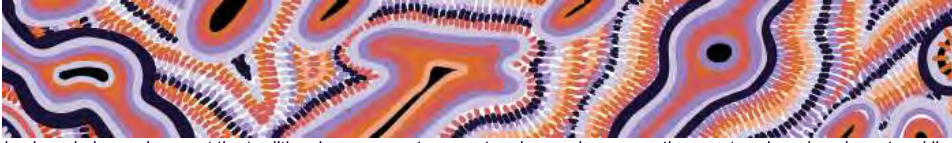
Michael Clark

Principal

Schedule 2.2(a)(ii)

ACIL ALLEN

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+61 8 9449 9600
acilallen.com.au
Brisbane | Canberra | Melbourne | Perth | Sydney | Adelaide



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Work Order (cont.)

Ref: AHD-22-23-004

This Work Order is issued Under **DEED 2019.22912.21002** (Deed) on 11-Jul-2019

No contractual arrangement arises until the Service Provider and the Territory's approving delegate have signed this Work Order. In addition to the matters set out in this Work Order, the provision of Services is subject to and must be read with the Deed and any applicable Category Terms.

GENERAL		
1	Work Order Number <i>See clause 1.1 of the Deed definition of "Invoice"</i>	AHD-22-23-004
2	Requesting Entity <i>See clauses 1.1 and 3.7 of the Deed</i>	ACT Health Directorate
3	Service Provider name	ACIL ALLEN (ABN 68 102 652 148)
4	Contract Term <i>See clauses 1.1 and 2.2 of the Deed</i>	From 13-Jan-2023 until 17-Mar-2023.
5	Extension Period <i>See clause 2.2 of the Deed</i>	
6	Territory Contact Officer <i>See clauses 1.1, 4.1(3), and 16.10 of the Deed.</i>	Caitlin Bladin 2-6 Bowes Street, ACT-2606 caitlin.bladin@act.gov.au
7	Service Provider Contact Officer <i>See clauses 1.1, and 16.10 of the Deed.</i>	Dr Alex Gash Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 Level 6, 54 Marcus Clarke Street, Canberra, ACT, 2601 a.gash@acilallen.com.au
SERVICES		
8	Services Category <i>See clause 1.1 of the Deed.</i>	Provision of economic services.



Work Order (cont.)

Ref: AHD-22-23-004

9

Provision of Services

See clauses 1.1 and 4 of the Deed.

The provider will undertake a desktop economic, financial and budget analysis including an economic cost benefit analysis, financial analysis as it relates to the ACT Government and relevant parties, and an ACT Government budget impact assessment associated with different hospital operating models.

The provider will work with ACTHD to identify the appropriate operating models/scenarios for assessment, but it will include consideration of:

- Networked health services (i.e. a single provider across a health system);
- Privatised health services;
- Identification and analysis of any efficiencies/inefficiencies identified with the current model of health service provision;
- Timeframes for potential costs and benefits to flow for each operating model (and the impacted parties); and,
- Identification of, and recommendations relating to, any other potential costs, benefits or efficiencies that could be derived through different operating models.

The provider may be required to work with the Territory's commercial and technical advisors on the Northside Hospital project.

The provider will undertake the work using the below five-phase methodology.

- **Phase 1: Project Inception:** This provides an opportunity to brief us on the appropriate context and build a shared understanding of project requirements.
- **Phase 2: Option Development:** This will involve working with the project sponsor to deliver and define operation model options relevant to the new Northside Hospital.
- **Phase 3: Data Collection:** This will involve the collection of data and information to support the ensuing analytical tasks.
- **Phase 4: Analysis:** This will entail the completion of two analytical tasks: (1) financial impact analysis and (2) cost benefit analysis.
- **Phase 5: Reporting:** This will involve the development of reporting outputs and subsequently, the feedback / review process. To conclude the project, we offer to hold a briefing session with the ACTHD and its stakeholders on the findings of this project.

All communications should be copied to northsidehospitalproject@act.gov.au.



Work Order (cont.)

Ref: AHD-22-23-004

10	<p>Timeframes <i>See clause 4.1(2)(d) of the Deed.</i></p> <p>Milestone Instructions</p> <table border="1" data-bbox="268 387 1378 707"> <thead> <tr> <th>Milestone</th> <th>Milestone Description</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td>Project Plan</td> <td>Delivery and acceptance by the Territory of the project plan</td> <td>early January</td> </tr> <tr> <td>Draft report</td> <td>Delivery of a draft report including economic, financial and budget analysis to the Territory</td> <td>early February</td> </tr> <tr> <td>Final Report</td> <td>Finalisation and acceptance of the report by the Territory</td> <td>early - mid March</td> </tr> </tbody> </table> <p>The provider will be required to attend to the following meetings:</p> <table border="1" data-bbox="276 797 1378 1081"> <thead> <tr> <th>Type</th> <th>Position Required</th> <th>Frequency</th> <th>Method</th> </tr> </thead> <tbody> <tr> <td>Inception Meeting</td> <td>Territory officials</td> <td>On Commencement</td> <td>Videoconference</td> </tr> <tr> <td>Project meetings</td> <td>Territory and supplier project team</td> <td>Weekly</td> <td>Videoconference</td> </tr> <tr> <td>Presentation of report</td> <td>Territory officials</td> <td>On Request</td> <td>Face to Face</td> </tr> </tbody> </table>	Milestone	Milestone Description	Due Date	Project Plan	Delivery and acceptance by the Territory of the project plan	early January	Draft report	Delivery of a draft report including economic, financial and budget analysis to the Territory	early February	Final Report	Finalisation and acceptance of the report by the Territory	early - mid March	Type	Position Required	Frequency	Method	Inception Meeting	Territory officials	On Commencement	Videoconference	Project meetings	Territory and supplier project team	Weekly	Videoconference	Presentation of report	Territory officials	On Request	Face to Face
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11	<p>Service Levels/performance management <i>See clause 4.1(2)(c) and (f) of the Deed.</i></p> <p>No Service Levels specified.</p>																												
12	<p>Reporting requirements <i>See clause 4 of the Deed.</i></p> <p>No Reports specified</p>																												
13	<p>Standards/ Requirements / Qualifications <i>See clause 4.1(2) (f) of the Deed</i></p> <p>No additional standards, practice or guidelines, requirements or qualifications apply.</p>																												
	<p>Additional Work Health and Safety</p> <p>Nil.</p>																												
14	<p>Transition and implementation <i>See clause 4 of the Deed.</i></p> <p>Nil.</p>																												
15	<p>Specified Personnel <i>See clause 7 of the Deed.</i></p> <table border="1" data-bbox="284 1787 1158 2047"> <thead> <tr> <th>Name</th> <th>Role</th> </tr> </thead> <tbody> <tr> <td>Dr Alex Gash</td> <td>Project Director</td> </tr> <tr> <td>Michael Clark</td> <td>Project Manager</td> </tr> <tr> <td>Quan Cu</td> <td>Project Support</td> </tr> <tr> <td>Xavier Mah</td> <td>Project Support</td> </tr> </tbody> </table>	Name	Role	Dr Alex Gash	Project Director	Michael Clark	Project Manager	Quan Cu	Project Support	Xavier Mah	Project Support																		
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Work Order (cont.)

Ref: AHD-22-23-004

16	<p>Approved Subcontractors <i>See clauses 7 and 16.4 of the Deed.</i> Nil.</p>										
INSURANCE AND LIABILITY											
17	<p>Insurance <i>See clause 11.1(4) of the Deed.</i> No other than that required under the Deed.</p>										
18	<p>Monetary cap on liability <i>See clause 12.2(2) of the Deed.</i> Nil.</p>										
USE OF MATERIAL											
19	<p>Territory Material <i>See clauses 1.1 and 8 of the Deed.</i> Relevant documents will be provided to the provider once confidentiality agreements have been executed.</p>										
OTHER											
20	<p>Confidential Text <i>See clauses 1.1 and 10 of the Deed.</i> Not applicable.</p>										
21	<p>Grounds for Confidential Text <i>See clauses 1.1 and 10 of the Deed.</i> Not Applicable.</p>										
22	<p>Conflict of Interest <i>See clause 16.2 of the Deed.</i> Nil reported.</p>										
CONTRACT PRICE											
23	<p>Contract Price <i>See clauses 1.1 and 5 of the Deed.</i> The Contract Price for the Services under this Contract is \$95 950.00 (GST inclusive).</p>										
24	<p>Schedule of Rates <i>See clauses 1.1 and 2.5 of the Deed.</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Classification Level (as per Deed Schedule 3)</th> <th style="text-align: center;">Estimated % time on project</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Level 2</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">Level 3</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">Level 4</td> <td style="text-align: center;">30</td> </tr> <tr> <td style="text-align: center;">Level 5</td> <td style="text-align: center;">30</td> </tr> </tbody> </table>	Classification Level (as per Deed Schedule 3)	Estimated % time on project	Level 2	20	Level 3	20	Level 4	30	Level 5	30
Classification Level (as per Deed Schedule 3)	Estimated % time on project										
Level 2	20										
Level 3	20										
Level 4	30										
Level 5	30										



Work Order (cont.)

Ref: AHD-22-23-004

25	Disbursements <i>See clause 5.1(2) of the Deed.</i> Nil
26	Invoicing arrangements <i>See clauses 1.1 and 5.1(1) of the Deed.</i> Invoices are to be delivered in accordance with the Deed, to: caitlin.bladin@act.gov.au and northsidehospitalproject@act.gov.au 1. The Contract Price shall be payable progressively, monthly in arrears. 2. The progressive payments shall be calculated as a factor of agreed rates in item 24 Schedule of Rates. 2. The Service Provider may submit an Invoice for each progress payment following the last working day of the relevant month. 3. Notwithstanding this item, the Service Provider shall provide the Services within the Contract Price provided in item 23.
LOCAL INDUSTRY PARTICIPATION	
27	Economic Contribution Test Nil
SPECIAL CONDITIONS	
28	Special terms and Conditions The provider must sign a Deed of Confidentiality prior to commencement.

Service Provider:

Name: Alexander Gash

Signature:

Schedule 2.2(a)(ii)

Date: 16/01/2023

Position: Executive Director

Ph:

Schedule 2.2(a)(ii)

Email: a.gash@acilallen.com.au

The Service Provider may not commence this work until this form has been signed by the Territory's approving delegate and returned to the Service Provider, at which stage the Work Order becomes a final Work Order and, together with the Deed and any applicable Category Terms, forms the parties' contract for the Services.

Territory's approving delegate:

Name:

Signature:

Date:

Position:

Ph:

Email:



Work Order (cont.)

Ref: AHD-22-23-004

Attachment A – Detailed Specification

Not Applicable



Work Order (cont.)

Ref: AHD-22-23-004

Attachment B – Pricing Schedule

No additional pricing Schedule attached.

From: Mishra, Jyoti (Health)
Sent: Wednesday, 18 January 2023 5:38 PM
To: Lopa, Liz (Health)
Cc: West, Alice (Health); Bladin, Caitlin (Health)
Subject: RE: For Approval - Endorsing e- signature in Work order of Acil Allen

Follow Up Flag: Follow up
Flag Status: Flagged

OFFICIAL

Hi Liz,

Apologies for pushing the work order too for your approval to endorse your signature.

Regards
Jyoti

From: Mishra, Jyoti (Health)
Sent: Monday, 16 January 2023 3:52 PM
To: Lopa, Liz (Health) <Liz.Lopa@act.gov.au>
Cc: West, Alice (Health) <Alice.West@act.gov.au>; Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Subject: For Approval - Endorsing e- signature in Work order of Acil Allen

OFFICIAL

Hi Liz,

Please find the signed work order from Acil Allen. So request your approval for endorsing e-signature.

Regards
Jyoti

From: Michael Clark [Schedule 2.2(a)(ii)]
Sent: Friday, 24 March 2023 10:28 PM
To: Bladin, Caitlin (Health)
Cc: Alex Gash; West, Alice (Health); Mishra, Jyoti (Health)
Subject: RE: 20230306 Draft Northside Hospital_Strategic Benefits Assessment - (A41306068).pptx
Attachments: ACIL Allen_Northside Hospital_Strategic Benefits Assessment.pdf

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Hi Caitlin,

Please find attached the final report for this project.

Thanks again for engaging ACIL Allen – it has been a pleasure to work with you and your team on this important project.

If you have any further questions related to this work, please don't hesitate to get in touch.

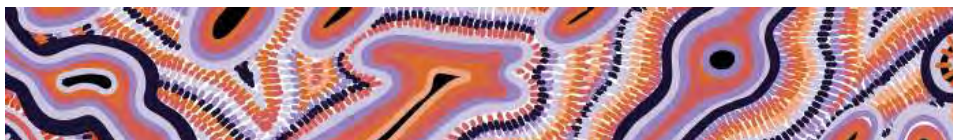
Kind regards
Michael

Michael Clark

Principal
[Schedule 2.2(a)(ii)]

ACIL ALLEN

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Perth WA Australia 6000
+61 8 9449 9600
acilallen.com.au
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From: Bladin, Caitlin (Health) <Caitlin.Bladin@act.gov.au>
Sent: Thursday, 23 March 2023 4:15 PM
To: Michael Clark [Schedule 2.2(a)(ii)]

Cc: Alex Gash <a.gash@acilallen.com.au>; West, Alice (Health) <Alice.West@act.gov.au>; Mishra, Jyoti (Health) <Jyoti.Mishra@act.gov.au>

Subject: 20230306 Draft Northside Hospital__Strategic Benefits Assessment - (A41306068).pptx

OFFICIAL: Sensitive

Hi Michael

Thank you for your report. It is a fine piece of work.

I have only minor editorial comments in the attached, I tried to strikeout text and colour red where I made changes.

Cover to cover it's a compelling read.

Happy to discuss but I think once these small amendments are made we'll be happy to accept the final.

Sincerely

Caitlin Bladin

Project Director | Northside Hospital Project

Phone 02 6205 4393 | Mobile Schedule 2.2(a)(ii) caitlin.bladin@act.gov.au

Infrastructure, Communication and Engagement Division | ACT Health Directorate

4 Bowes Street, Phillip | Ngunnawal Country | www.health.act.gov.au

(pronouns she/her)

[Contact me on Teams!](#)

Meeting preferences: Monday – Thursday

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