



ACT
Government

**Canberra Health
Services**

Our reference: CHSFOI22-23.45

Dear [REDACTED]

DECISION ON YOUR ACCESS APPLICATION

I refer to your application under section 30 of the *Freedom of Information Act 2016* (FOI Act), received by Canberra Health Services (CHS) on Monday 20 February 2023 and rescoped on **Monday 27 February 2023**.

This application requested access to:

'I would like to request a copy of the report provided by Tank Pty LTD following the audit referred to in the Canberra Times article on 20/2/2023 "Canberra Health Services \$800,000 rebrand under fire from Leanne Castley". This excludes the information provided to the consultant to conduct the audit.

I would also like to request all briefs, draft and final documents to the Ministers Office, CEO of CHS and Director General of ACT Health for the \$48,387 contract with "Tank Pty LTD".

I would also like to request all briefs and draft documents sent to the Ministers Office, CEO of CHS and Director General of ACT Health concerning the \$800,000 rebrand as well as key decision making documents around the procurement of Melbourne company "Studio Binocular", including initial emails to the company as a part of any competitive or select tender process.'

I am an Information Officer appointed by the Chief Executive Officer of Canberra Health Services (CHS) under section 18 of the FOI Act to deal with access applications made under Part 5 of the Act. CHS was required to provide a decision on your access application by **Thursday 20 April 2023**.

I have identified 25 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 on access

I have decided to:

- grant full access to two documents;
- refuse access to five documents; and
- grant partial access to 18 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*.

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

Full Access

I have decided to grant full access to two documents at references 18 and 20.

Refuse Access

I have decided to refuse access to five documents at references 2-6 that are wholly comprised of 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 as it could prejudice the trade secrets and commercial activity of a non-Government entity.

On balance, the factors favouring disclosure were outweighed by the factors favouring non-disclosure as the information is the trade secrets and commercial activity of a non-Government entity. Therefore, I determined the information identified is contrary to the public interest and I have decided not to disclose this information.

Partial Access

I have decided to grant partial access to 18 documents that are partially comprised of 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.

Documents at references 1 and 16 is partially comprised of information that is the trade secrets and competitive commercial activities of a non-Government entity.

Documents at references 7-12, 14-15, 17, 19, 22-25 is partially comprised of information that is both Act Government and non-Act Government employee's personal information of mobile numbers, email addresses and signatures.

Document at reference 13 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).

Document 21 is partially comprised of both information that is personal information and the trade secrets and competitive commercial activities of a non-Government entity.

On balance, the factors favouring disclosure were outweighed by the factors favouring non-disclosure as the redacted information is personal information and the trade secrets and commercial activity of a non-Government entity. Therefore, I determined the information identified is contrary to the public interest and I have decided not to disclose this information.

Charges

Processing charges are not applicable to this request.

Disclosure Log

Under section 28 of the FOI Act, CHS 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

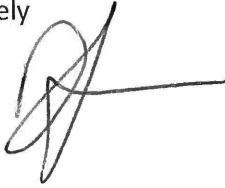
Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

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

A handwritten signature in black ink, consisting of a stylized 'D' and 'J' followed by a horizontal line extending to the right.

David Jean

Executive Branch Manager

Strategic Communication and Engagement

Canberra Health Services

18

April 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
	<p><i>'I would like to request a copy of the report provided by Tank Pty LTD following the audit referred to in the Canberra Times article on 20/2/2023 "Canberra Health Services \$800,000 rebrand under fire from Leanne Castley". This excludes the information provided to the consultant to conduct the audit.</i></p> <p><i>I would also like to request all briefs, draft and final documents to the Ministers Office, CEO of CHS and Director General of ACT Health for the \$48,387 contract with "Tank Pty LTD".</i></p> <p><i>I would also like to request all briefs and draft documents sent to the Ministers Office, CEO of CHS and Director General of ACT Health concerning the \$800,000 rebrand as well as key decision making documents around the procurement of Melbourne company "Studio Binocular", including initial emails to the company as a part of any competitive or select tender process.'</i></p>	CHSFOI22-23.45

Ref Number	Page Number	Description	Date	Status Decision	Factor	Open Access release status
AUDIT						
1.	1 – 42	Audit & Analysis – Insights & Recommendations	29 September 2021	Partial Release	Schedule 2, 2.2(a)(xi) Trade secrets & Schedule 2, 2.2(a)(xiii) competitive commercial	YES
2.	43 – 70	Reference document 1. Canberra Health Services – Digital Audit	28 August 2021	Refuse Release	Schedule 2, 2.2(a)(xi) Trade secrets & Schedule 2, 2.2(a)(xiii) competitive commercial	NO
3.	71 – 169	Reference document 2. Canberra Health Services – Marketing Communications Collateral Audit 1.0	21 September 2021	Refuse Release	Schedule 2, 2.2(a)(xi) Trade secrets & Schedule 2, 2.2(a)(xiii) competitive commercial	NO
4.	170 – 233	Brand Architecture Principals – Canberra Health Services	21 January 2021	Refuse Release	Schedule 2, 2.2(a)(xi) Trade secrets & Schedule 2, 2.2(a)(xiii) competitive commercial	NO
5.	234	Canberra Health Services Brand Production Roadmap	Unknown	Full Release	Updated following informal resolution of Ombudsman review under section 80 A	YES
6.	235 – 237	Canberra Health Services – Roadmap Ballpark Costs	9 February 2022	Refuse Release	Schedule 2, 2.2(a)(xi) Trade secrets &	NO

					Schedule 2, 2.2(a)(xiii) competitive commercial	
BRIEFS & CONTRACTS						
7.	238 – 244	Email and attachment – Brand brief	02 March 2021	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
8.	245 – 264	Email and attachment – Brand Refresh Project for Quotation	28 May 2021	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
9.	265 – 285	Email and attachment – RE: Brand Refresh Project for Quotation	28 May 2021	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
10.	286 – 287	Email – RE: Brand Refresh Project for Quotation	28 May 2021	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
11.	288 – 308	Email and attachment – RE: Brand Refresh Project for Quotation	28 May 2021	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
12.	309 – 310	Email – RE: Brand Refresh Project for Quotation	28 May 2021	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
13.	311 – 316	Document – Canberra Health Services – Committee Cover Sheet – CHS Brand Project Phase 2 (Attachments @ references 1-6)	05 April 2022	Partial Release	Schedule 1.6 Cabinet	YES
14.	317 – 318	Email – RE: FOR ADVICE: Shortlist criteria for brand agencies – select tender process	20 July 2022	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
15.	319 – 321	Email – FW: Canberra Hospital	27 July 2022	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
16.	322 – 325	Chief Executive Officer Minute – CHS Brand Project Procurement	27 July 2022	Partial Release	Schedule 2, 2.2(a)(ii) Privacy, Schedule 2, 2.2(a)(xi) Trade secrets & Schedule 2, 2.2(a)(xiii) competitive commercial	YES

17.	326 – 329	Email and attachment – TPs for Brand Project procurement	01 August 2022	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
18.	330 – 331	Email – CHS Brand Refresh Tender Update	30 August 2022	Full Release		YES
19.	332 – 336	Email and attachment – Re: CHS Brand Agency Procurement Update: Studio Binocular and Canberra Health Services – next steps	06 September 2022	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
20.	337 – 380	Document – Canberra Health Services – Committee Cover Sheet and attachment – 2.2 – Canberra Health Services Brand Project Plan 2022-24	06 September 2022	Full Release		YES
21.	381 – 432	Chief Executive Officer Minute – Contract Execution: CHS Brand Refresh – Creative Partnership with Studio Binocular	09 September 2022	Partial Release	Schedule 2, 2.2(a)(ii) Privacy, Schedule 2, 2.2(a)(xi) Trade secrets & Schedule 2, 2.2(a)(xiii) competitive commercial	YES
22.	433 – 447	Contract	19 September 2022	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
23.	448 – 460	Email and attachments – RE: MCHS22-814 – CHS Brand Project	27 October 2022	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
24.	461 – 473	Email and attachments – MCHS22-816 – CHS Brand Project	27 October 2022	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
25.	474 – 476	Email – RE: Talking points on brand project	20 February 2023	Partial Release	Schedule 2, 2.2(a)(ii) Privacy	YES
Total Number of Documents						
25						



Canberra Health Services / Brand Research

Audit & Analysis

Insights & Recommendations

Wednesday 29th September, 2021

Today

1. Methodology
2. Summary
3. Insights summary
4. Insights and recommendations
5. References

Summary

The following unifying insights are based on taking a balanced view of all the different interests, opinions and everyday realities experienced and expressed across what is a complex organisation.

This focus on commonly occurring themes, expressed in simple single-minded thoughts/guiding principles, allows us to establish the trajectory our future strategy will take. This ensures we are making decisions in an informed, evidence-driven manner.

The more specific observations in the expansive digital, physical, marketing and communications audits, are also worth reviewing in detail as to ACT Government fit and being fit for future purpose as we move to ‘One CHS.One voice’.

These will further help guide what you choose to keep, enhance or delete across legacy items and in the production of new material for such things as the new website and upgraded intranet.

The following page summarises the six key insights which we feel should inform the development of brand architecture, the exception roadmap and provide a sharper focus on building the CHS brand.

People first

“Doctors don't see themselves
as aligned to an organisation.”

What we heard

People first

“The [old] intranet needs a more active promotion as to its real value and be more employee centric.”

What we heard

People first

“What really strikes me is we don’t see the workforce as a stakeholder – we don’t talk to them as a collective. Honestly, we’re good people who do lots of good stuff.”

People first

“What’s missing is an obvious cultural connection. Many employees wouldn’t recommend bringing patients here.”

People first

“Within CHS there are many unknown thought-leaders. They are doing incredible stuff and have national reputations- but they aren’t clearly associated with the institution (CHS).”

People first

“People see themselves as a health worker not a government sector staff member.”

What we heard

People first

“We need to celebrate our togetherness. We need more than ever to demonstrate our support for our staff. Out of the culture surveys came little trust in the executive.”

A Simple Logic

“Generally, it is felt the brand identity has gone rogue; left, right and centre.”

A Simple Logic

“We need to ask a question that brings the inside of the organisation together with the community.
Like: How can we help? No motherhood statements.”

A Simple Logic

“Messaging (and the brand) should be clear and simple
— ask a question and invite a dialogue.”

Human interactions

“We need to be trusted in our community.”

What we heard

Human interactions

“Stories are powerful to create connections along the customer experience.”

Human interactions

“We don’t do way finding well, there needs to be a more consistently human approach.”

Human interactions

“Wayfinding is crucial to the (operations) team especially across the complex hospital campus. In the past there has been no spine to the building design and even the buildings numbering system in some areas doesn’t align. It can be very confusing even for established staff.”

One CHS. One Voice.

“We need a human voice.”

What we heard

One CHS. One Voice.

“User plain English, not Gov-language or jargon or puns.”

What we heard

One CHS. One Voice.

“We need cohesion. A simple guide. A simple voice.
A place to find photography. A place to find templates.
Cohesion.”

What we heard

One CHS. One Voice.

“Leadership messaging is key to build cultural fabric inside CHS.”

What we heard

It Starts With A Name

“We are a stand-alone specialist hospital. We need to drive the university link and communicate far more widely.”

It Starts With A Name

“Many people wouldn’t even know they were working for the CHS. I would like to ask ,how important to frontline employees is having a CHS or ACT Health logo on their uniform?”

A Sense of Belonging

“My vision is to have this (Indigenous) artwork on uniforms and scrubs and all areas where Aboriginal people interact and feel welcomed — definitely not on marketing material.”

A Sense of Belonging

“We need them to relate to the story behind the artwork.”

A Sense of Belonging

“It should be used in welcome areas. Subtly. Elegantly.
Quiet reflective spaces.”



Canberra Health Services / Brand Research

Audit & Analysis

Insights & Recommendations

Wednesday 29th September, 2021

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

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

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

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

Quick Wins & Priority Items



From: Jean, David (Health)
Sent: Tuesday, 2 March 2021 8:30 PM
To: Peffer, Dave (Health)
Cc: CHS, DCEO
Subject: Brand brief
Attachments: Draft CPR brief -Brand refresh.docx

Follow Up Flag: Follow up
Flag Status: Completed

UNOFFICIAL

Hi Dave, please see attached for your consideration a brief proposing we undertake a project to refresh the CHS brand.

This is something we have discussed with Bernadette for some time and I think I have had a couple of brief chats with you about it as well.

If we get the go ahead we will go to market for a consultant to develop a comprehensive strategy for us to revitalise our brand in a staged approach. We'll also need to consult with CMTEED before doing this.

It's a big piece of work, but one that I think is really necessary for a number of reasons.

Refreshing our brand and developing a consistent approach to how we use it will directly boost for a number of our strategic priorities. It will help to embed our identity and improve workplace culture. It will enable us to more effectively utilise the Aboriginal and Torres Strait Islander art work that is being commissioned. There is also research that shows it will improve patient care by enhancing our ability to attract, recruit and retain staff, as well as by improving patient satisfaction (see brief).

We've developed this as a brief to CPR. Interested in your thoughts on whether this is best approach, or whether we're better off sending a brief through you to Bernadette instead? If you are supportive of the project going ahead of course, noting there is already a huge amount going on across the organisation at the moment.

Thanks,

David Jean

Executive Branch Manager

Strategic Communication and Engagement

Canberra Health Services | ACT Government

P. (02) 512 46115 | M. [REDACTED] | E. David.Jean@act.gov.au

Canberra Health Services media on-call phone: [REDACTED]

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This email and any attachments may be confidential and also privileged. If you're not the intended recipient, please notify the sender and delete all copies of this message along with any attachments immediately. You should not copy or use this information for any purpose, nor disclose its contents to any other persons.

**Meeting Date:****Agenda Item No:**

Subject: Canberra Health Services brand refresh

Division: Office of the DCEO

Purpose: For noting

Guidelines for preparing CPR Submissions

- Please use the formatting styles already set in the template
- Text should be Calibri 11 font
- Clearly label attachments
- Ensure all pages of attachments are numbered

For further advice please contact the Secretariat
CHSCOO@act.gov.au

CPR Submission

Subject: CHS brand refresh
Date submitted:
Officer Responsible: Elaine Greenaway
Executive Responsible: David Jean

Purpose

To provide an overview of the branding project the Strategic Communication and Engagement Branch is proposing to undertake.

Background

- The Strategic Communication and Engagement Branch is proposing to undertake a procurement process to engage a consultant specialising in brand management to help us develop a strategy for revitalising our brand. The aim of the project is to ensure our brand is contemporary, supports our strategic priorities, reflects our values, and ultimately helps us realise our vision and role.
- Subject to approval, the scope of the work will include the following.
 1. A comprehensive audit/analysis of Canberra Health Services' brand and how it is applied across all touchpoints, including but not limited to:
 - our digital presence (website, intranet, social media)
 - physical spaces e.g. building fit out and wayfinding signage
 - marketing and communication collateral including consumer handouts, letters, videos, posters
 - uniforms.

The purpose of the audit will be to establish whether our current brand architecture, tone of voice and visual identity is consistent, aligned with our vision, values and role and fit for purpose. This may include a small research component that would look at current consumer, staff, and stakeholder perceptions of our brand.

2. Development of a brand execution strategy/roadmap that details how recommendations from the audit can be implemented in an incremental but meaningful way. The roadmap will consider what the 'low hanging fruit is' when it comes to refreshing our brand as well as the issues that present the greatest risk to the organisation. This roadmap will help CHS prioritise work and allocate resources accordingly.
3. Development of a comprehensive style guide detailing how CHS' visual identity should be applied across all our touchpoints. The style guide will be 'future proof' meaning it will consider how the brand will be applied as new services/facilities are introduced. It will also incorporate the usage arrangements of the Aboriginal and Torres Strait Islander artwork CHS is commissioning and the *Signage Manual and Design Guidelines for Canberra Health Services* which was developed with input from consumer representatives and endorsed in November 2019. This new work may consider updates or additions to the signage manual to ensure consistency going forward.

Issues

Lack of a cohesive visual identity

- Our brand is shaped not only by our marketing efforts e.g. our website, social media presence. It is also shaped by every interaction we have with the community. Our hospitals, walk-in centres and community health centres are the community's most tangible experience of our brand. Their experience with these services influences their perception of our brand. This goes way beyond the quality of care and includes:
 - the way we treat people
 - the way we dress
 - the quality of building fit-out
 - the experience that we offer
 - clarity of wayfinding and signage.
- A strong brand (and the absence of one) has been found to impact on many aspects of organisational performance as well as on an organisation's ability to attract, recruit and retain staff and avoid reputational damage in a crisis. (Koehn, 2015, Harvard Business School).
- In addition to impacting on an organisation's ability to recruit and to survive a crisis, brand image also affects consumer perceptions and expectations of the goods or services an organisation offers and their level of satisfaction with that product or service. "The impact of hospital brand image on the attitudes and behaviours of patients towards hospitals has become an important issue. Positive hospital brand image not only increases patient loyalty directly but also improves patient satisfaction through the enhancement of perceived quality of services." (Chao-Chan Wu, 2011)
- It is for this reason that CHS needs to take a more strategic approach to branding. When you evaluate our brand strategy against best practice brand strategy it is clear there are significant issues with our approach to branding and gaps that need to be addressed. CHS' branding can be described as inconsistent at best; at worst we could be said to be suffering from a brand identity crisis that is undoubtably impacting on community perceptions of both our organisation and the quality of the services we provide.
- We have several program/service/project brands and identifiers that have been created in isolation of the corporate brand (See example below)





- Because we haven't taken a strategic approach to brand management for many years, most of the sub-brands don't look like they belong to the one organisation or that they are part of the umbrella ACT Government brand. This lack of uniformity in the way we visually present our organisation has led to confusion among our staff—many of whom still don't identify as being employees of Canberra Health Services.
- If left unresolved it will also lead to confusion among consumers and negatively impact on the beliefs, ideas, and impressions they have of our health service (our brand image), if it hasn't already.
- It will also negatively impact on our efforts to improve the culture of the organisation. Currently, there are CHS staff who identify themselves to consumers, media outlets or their colleagues as employees of either ACT Health, Canberra Hospital and Health Services, Community Health or a variation of the three. This is an issue. If staff don't know that they work for CHS, we cannot assume they know and understand what our vision, role, values, and priorities are. We also can't assume that they are the effective brand ambassadors/advocates that we need them to be. A refresh of the brand would help to address this issue, as it would signal to staff and the community in a clear way, who we are and what we stand for.
- With the Canberra Hospital Expansion now underway, we face an increasing need to recruit locally, nationally, and internationally to meet the requirements of our future workforce strategy. Refreshing the face of the organisation will help to build a better value proposition to present to current and prospective staff.

Legacy branding still in use

- We still carry legacy branding from when Canberra Health Services was Community Health, Canberra Hospital and Health Services and most recently, ACT Health. Many of our brand identity elements such as our tone of voice, typography, and colour palette are the same as ACT Health in its current and previous incarnations.



These former organisations represent a history, values system, and reputation that doesn't necessarily align with what our core business is, where we are now and how we want to position ourselves in the eyes of the community. This issue has also led to some reputational damage where incidents/issues or even good news stories have been incorrectly attributed to the wrong organisation on social media and other public platforms due to the branding (or lack thereof) of our facilities, vehicles, uniforms etc.

- Because we are a service delivery agency, we need to position our organisation as such. There needs to be a clear distinction from a policy directorate/bureaucracy. This is important because of

the way people perceive the two types of organisations and their expectations of them differs greatly. Bureaucracies are often perceived as stewards in the community, more rigid and bound by rules and red tape, whereas CHS wants to position itself as progressive, agile and a trusted part of the fabric of the community.

- Our brand should reflect the type of organisation that we are as well as our vision, values and role and support the delivery of a positive consumer experience. It should depict our organisation as engaging, approachable, inclusive, and relevant. Anecdotal feedback suggests that at present our brand doesn't do this. If we can't articulate who we are and what we stand for through a clear and consistent brand, how can we expect others to know what we do and why we do it?
- Our current graphic standards manual was developed before ACT Health split into two organisations. As a result, the graphic standards manual does not consider the full scope of the work that we do, the additional services and projects that have been established since CHS began. The manual needs to be updated to reflect all of this and to be more prescriptive in terms of how the brand should be applied.
- The need to refresh our brand is becoming more urgent given the current program of major capital works that are now underway. This includes the Centenary Hospital for Women and Children Expansion Project, the Canberra Hospital Expansion Project and other key infrastructure projects. We have an opportunity to set the tone for how we want to visually represent ourselves through these facilities. We need to ensure we do so strategically and with a future focus lens, to ensure we don't create another 'look and feel that is different to our corporate brand.

Reflecting our commitment to the Aboriginal and Torres Strait Islander peoples in our brand

- Commissioning of a piece of Aboriginal and Torres Strait Islander artwork that CHS can use across its various touchpoints is now underway and expected to be delivered by mid 2021. The strategic intent of this artwork is that it will reflect the values, vision, and role of CHS and will be embedded into the fabric of the organisation through a range of applications to be determined. The second phase of the project is that the artist will be expected to work with a CHS graphic designer to digitally capture the artwork and develop a usage guide for future use.
- It is important important that this content is considered an important element of the branding project going forward.

Next steps

- Strategic Communication and Engagement will consult with the Chief Minister Treasury and Economic Development Directorate to determine what whole of government branding conventions need to be considered.
- The Strategic Communication and Engagement branch will undertake a procurement process to engage a supplier to conduct the brand audit, develop a brand execution strategy and a revised style guide for CHS.

Recommendations

Note the information contained in this brief

NOTED/PLEASE DISCUSS

AGREED /NOT AGREED/
PLEASE DISCUSS

Action Officer: Elaine Greenaway, Director Internal Communications,
Strategic Communication and Engagement Branch
Extension: 49527

From: Jean, David (Health)
Sent: Friday, 28 May 2021 7:58 AM
To: Walton, Nasa (Health); Ludvigson, John (Health); Peffer, Dave (Health); Gilbert, Dave (Health); Mooney, Colm (Health)
Cc: Greenaway, Elaine (Health)
Subject: Brand Refresh Project Request for Quotation
Attachments: DRAFT_Brand Refresh Project Request for Quotation v.2 CLEAN.dotx

UNOFFICIAL

Hi Dave P, Colm, Nasa, Dave G and John,

Please see attached a draft request for quotation for an audit of the CHS brand and how it is applied across the board, as well as a brand execution strategy/roadmap with recommendations for how it can be implemented. Elaine has done a great job getting this brief together (she was burning the midnight oil last night) and we're hoping to push the button pretty soon on this project.

Nasa – as discussed earlier in the week can you have a look and advise if you think we need to include a point about the Digital Health Record in there?

Dave G – just double checking you are happy with the approach in regards to the artwork? With this approach we will get recommendations about how the artwork should be integrated into the whole strategy. We can then contract someone to execute the recommendations etc. I'll speak to Joyce about it as well.

John – for your visibility from a Wayfinding perspective.

Dave P and Colm – for your visibility.

We'd like to move on this pretty quickly, so feedback today would be greatly appreciated if that is possible – apologies for the tight timeframe. There will be ample opportunity for engagement/input during the audit.

I'm on the mobile if any questions.

Thanks,

David Jean

Executive Branch Manager

Strategic Communication and Engagement

Canberra Health Services | ACT Government

P. (02) 512 46115 | M. [REDACTED] | E. David.Jean@act.gov.au

Canberra Health Services media on-call phone: [REDACTED]

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Request for Quotation – CHS 2021041502



Territory Request for Quotation

Reference ID: CHS 2021041502

This *Territory Request for Quotation* (RFQ) is seeking responses for the provision of: **(the Requirement)**.

The ACT Government as represented by Canberra Health Services, Procurement & Supply **(the Customer)** is seeking responses for the provision of Goods as described in this RFQ.

In submitting a response, Potential Suppliers are required to comply with all requirements set out in this RFQ, and if successful, agree to enter a contract which incorporates the enclosed *Territory Contract Terms*.

This RFQ must be read with the *Territory Standard Terms of Quotation*, which apply.

THRESHOLD ASSESSMENT CRITERIA

This RFQ has not specified any **Threshold Criteria**.



Request for Quotation – CHS 2021041502

Statement of Requirement

A.A.1 KEY DETAILS

RFQ Dates and Times

Event	Date	Time
Issue date:	4 June 2021	
Closing time:	5pm AEST on 18 June 2021	
Question closing time:	9 June 2021	

Contract Dates

Expected Contract Start date:	30 June 2021
The Goods are required to be delivered on or before:	30 July 2021
Contract Term:	4 weeks
Contract Extension Option:	Upon mutual agreement

A.A.2 THRESHOLD ASSESSMENT CRITERIA

Threshold criteria

We are looking for an agency which:

- Specialises in corporate brand management
- Must manage consultation process
- Indicate how they will consult with stakeholders throughout the process

A.A.3 THE REQUIREMENT

Background

Canberra Health Services (CHS) wishes to develop a strategy for revitalising the CHS brand.

The aim of the project is to ensure our brand is contemporary, supports our strategic priorities, reflects our values, and ultimately helps us realise our vision and role.

Since Canberra Health Services split from the Health Directorate (ACT Health) back in 2018, we haven't re-evaluated our brand strategy. As a result, we have several program/service/project brands and identifiers that have been created in isolation of the corporate brand, we still carry legacy branding from before we became CHS and many of our sub-brands do not appear to belong to the one organisation or the ACT Government. This lack of uniformity has led to confusion among staff and consumers, and we hypothesise that it is negatively impacting on the way CHS is perceived as an organisation and more importantly as a health service.

As our current graphic standards manual was developed before ACT Health split into two organisations it does not reflect our vision, values and role or consider the full scope of the work and/or services that CHS provides. It also doesn't reference the CHS signage wayfinding signage manual.



Request for Quotation – CHS 2021041502

While we have 'made do' up until now, several factors are driving the need for us to take a more strategic approach to branding, to resolve some of the issues we know exist and those we may not be aware of.

1. There is a significant capital works program taking place on the Canberra Hospital campus. With these projects we have an opportunity to set the tone for how we want to visually represent ourselves through these facilities. We need to ensure we do so strategically and with a future focus lens.
2. We have commissioned Aboriginal and Torres Strait Islander artwork with the intention that it will be used across our various touchpoints including uniforms, printed collateral, signage etc. As the intention is that this artwork is 'embedded in the fabric of the organisation' it's important we consider the artwork in relation to our brand and ensure we integrate the artwork in a respectful and culturally appropriate way.
- 2-3. We will be launching a new website in the second half of 2021. While the website design/look and feel has already been determined, the website has been developed/co-designed with consumers and stakeholders and the insights from this process could inform our brand strategy.

Commented [JD(1)]: Do we need a point about Digital Health Record?

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Required Goods

We have endorsement to refresh and streamline the Canberra Health Services brand, to make it clear to staff and consumers who we are and what we stand for.

Therefore, the scope of the requirements include:

- A comprehensive audit/analysis of Canberra Health Services' brand and how it is applied across all touchpoints, including but not limited to:
 - our digital presence (website, intranet, social media)
 - physical spaces e.g. building fit out and wayfinding signage
 - marketing and communication collateral including consumer handouts, letters, videos, posters
 - uniforms.
- Development of a brand execution strategy and/or roadmap which details how recommendations from the audit can be implemented, including how we can and should go about integrating the new Aboriginal and Torres Strait Islander artwork. It will also need to guide CHS on which recommendations to prioritise and allocate resources accordingly.

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Commented [JD(2)]: Elaine, do you think we need need to specify that this be done in consultation and collaboration with the artist? Or will this part be done in phase 2 when we contract someone to develop the style guide?

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A.A.3 (a) Standards

Suppliers should demonstrate certification or compliance with the following standards:

Title	Description
ACT Government Design and Brand Guidelines (Attachment A)	ACT Government brand guidelines, notably: <ul style="list-style-type: none"> • Logo and Logo Application on pages 9 and 10 respectively • Secondary or accent colours which are based on the ACT Government secondary colours, page 14.

A.A.3 (b) Security

None specified



Request for Quotation – CHS 2021041502

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

See the *Territory's Standard Contract Terms* clause C.C.22.1 [*Work Health and Safety*].

A.A.3 (d) Delivery and Acceptance

See the *Territory's Standard Contract Terms* clause C.C.11 [*Delivery and Acceptance*].

Delivery Instructions

Item Description	Delivery Address	Due
Design Files and Graphic Manual	Final and approved files to be delivered via email to Elaine.Greenaway@act.gov.au	30 July 2021

Delivery and Acceptance – Additional Instructions

A.A.3 (e) Meetings

Meetings can be arranged between the successful supplier and CHS, either via Webex or on site at CHS, as needed.

A.A.3 (f) Customer Material

CHS will provide existing research and brand guidelines, plus other information if requested and appropriate.

A.A.3 (g) Facilities and Assistance provided by the Customer

As required.

A.A.4 REQUEST FOR QUOTATION (RFQ) DISTRIBUTION

This RFQ and any updates will be distributed by via email.

Any questions relating to this RFQ must be directed to the Customer's Contact Officer at A.A.6 [CONTACT OFFICER].

A.A.5 LODGEMENT METHOD

eMail:

Responses should be lodged via Email:

- to chs.procurement@act.gov.au,
- identifying the Reference Number CHS in the subject line,

by the Closing Time specified in A.A.1 [CLOSING TIME].



Request for Quotation – CHS 2021041502

A.A.6 CUSTOMER'S CONTACT OFFICER

For all matters relating to this RFQ, the Customer's Contact Officer will be the person occupying the position of:

Position: Elaine Greenaway
Senior Director, Engagement (Internal)
CHS Strategic Communications and Engagement

Email: Elaine.Greenaway@act.gov.au

COMPLAINTS HANDLING

A Tenderer who wishes to make a complaint about a procurement activity must follow the process outlined in the ACT Government Supplier Complaints Management Procedure. This procedure can be accessed from the ACT Procurement website at www.procurement.gov.au.

Any complaints relating to this procurement should, in the first instance, be referred to the Customer's Contact Officer.

A.A.7 WARRANTY PERIOD (for Supplies that include Goods)

The following Warranty requirement and period are to apply:

A.A.8 INSURANCE

The Supplier should affect and maintain for the Term, all insurances required to be affected by it by law and the following insurances in the amounts stated:

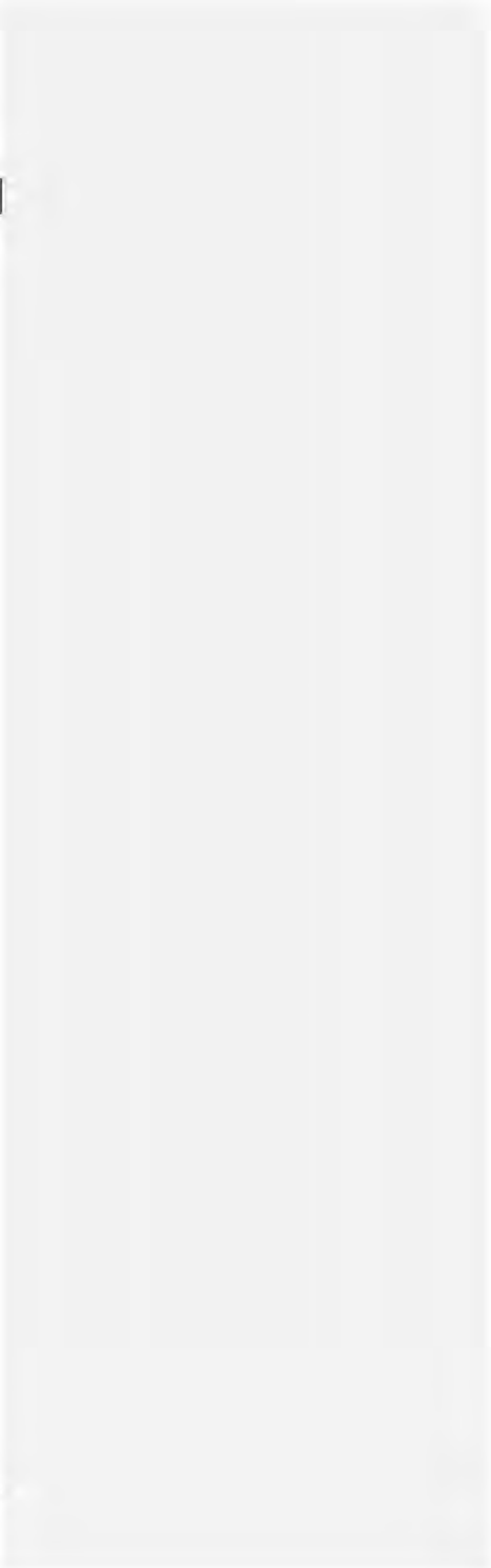
- (a) Public Liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence.
- (b) For Supplies that include services, professional indemnity insurance with coverage in the amount of no less than \$10 million in the annual aggregate.
- (c) For Supplies that include goods, product liability insurance to a value of \$10 million in the annual aggregate.

The Supplier must provide evidence of the insurance if required by the Customer.



Request for Quotation – CHS 2021041502

DRAFT ADDITIONAL CONTRACT TERMS





Request for Quotation – CHS 2021041502

TERRITORY STANDARD TERMS OF QUOTATION

A.B.1 Background

Some terms used in this document have been given a special meaning. Their meanings are set out in the Territory Glossary of Terms.

Discrepancies, Misdescriptions, Error and Omissions

The Request for Quotation (RFQ) may contain information that may be described as data, documents, and images, prepared by Territory agencies. While that information has been formulated with care, the Customer does not warrant or represent that it is free from misdescription, error or omission.

A Potential Supplier who utilises an automatic language translation service in connection with this RFQ does so at its own risk.

Amendments to RFQ

The Customer may amend, or clarify any aspect of this RFQ, prior to the Closing Time by issuing a formal amendment to this RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will be issued simultaneously to all Potential Suppliers, as far as practicable.

Queries and clarifications

Any queries regarding this RFQ should be addressed to the contact officer as set out in clause A.A.6 [Customer's Contact Officer].

Costs of Submitting a Response

No contract will be formed until executed by the Customer. The Customer, acting in good faith, may discontinue this RFQ, decline to accept any Response, decline to issue any contract, or satisfy its requirement separately from this RFQ process.

Participation in any stage of an RFQ is at the Potential Supplier's sole risk and cost.

A.B.2 Precedence of Documents

If there is inconsistency between any of the parts of this RFQ, the following order of precedence shall apply:

- Request for Quotation (RFQ);
- Territory Standard Terms of Quotation; and
- Territory Glossary of Terms.

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

A.B.3 Customer and Reference Material

The Customer will make available the Customer's material (if any) specified in clause A.A.3(f) [Customer Material].

If this RFQ references any other materials, including but not limited to, reports, plans, drawings, samples or other reference material which are publicly available (including at a cost), the Potential Supplier is responsible for obtaining the referenced material and considering it in framing their Response.

A.B.4 Lodging a Response

Acknowledgement

By lodging a Response, Potential Suppliers agree that the Response will remain open for acceptance for ninety (90) calendar days from the date set out in clause A.A.1 [Closing Time] and to sign a Contract which incorporates the Territory Contract Terms.

The Customer will not be liable to the Potential Supplier on the basis of any promissory estoppel, contractual, quasi contractual

or restitutionary grounds whatsoever arising as a consequence of any matter relating or incidental to a Potential Supplier's participation in this RFQ process.

This includes instances where the Potential Supplier is not invited to participate in any subsequent process following completion of this RFQ process; the Customer varies or terminates this RFQ process; or the Customer decides not to contract for all or any of the requirements.

Price Basis, English Language and Metric Units

Potential Suppliers should submit Responses using the Response Form provided.

The Response must be in English.

Prices must be quoted in Australian currency and must show the GST exclusive price, the GST component, if any, the GST inclusive price, all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas.

All dimensions and units on plans and drawings and all references to measurements must be in metric units.

Non-Conforming Responses

A Response that:

- is at variance with or does not respond to or does not fully comply with any requirement of the RFT; or
 - is incomplete, cannot be read or decrypted; or
 - potentially contains any virus, malicious code or anything else that might compromise the integrity or security of Tenders ACT and/or the Territory's ICT environment
- may be deemed to be non conforming.

The Territory may at its absolute discretion, in respect of a Tender that is non conforming or which has been deemed by the Territory to be non conforming having regard to any Conditions of Tender:

- reject and not further consider the Tender;
- ignore any non-conformance in the Tender and assess the Tenders against the Assessment Criteria; or
- if it is possible to correct the non-conformance without affecting the probity of the Tender process, permit the Tenderer to do so.

Alternative Responses

Potential Suppliers may submit Responses for alternative methods of addressing the Customer's Statement of Requirement described in this RFQ, where the option to do so was stated in this RFQ or agreed in writing with the Customer prior to the Closing Time.

Potential Suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

Lodgement and Closing Time

The Response must be lodged as set out in clause A.A.5 [Lodgement Method] prior to the A.A.1 [Closing Time].

Extensions and Late Response

The Customer will only agree to extensions to the Closing Time in exceptional circumstances and, if approved, the extension will apply equally to all Potential Suppliers. The Customer will not consider any Responses received after the Closing Time specified in this RFQ unless the response is late as a consequence of the Customer's mishandling.



Request for Quotation – CHS 2021041502

TERRITORY STANDARD TERMS OF QUOTATION

Further Information, Clarification and Enquiries

The Customer may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all Potential Suppliers in relation to their Responses. In doing so, the Customer will not allow any Potential Supplier to substantially tailor or amend their Response.

Improper Conduct

Potential Suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive or any other similar conduct with any other Potential Supplier or person, or offer any unlawful inducements in relation to their Response or this RFQ process.

Conflict of Interest

Potential Suppliers must notify the Customer immediately if any actual, potential or perceived conflict of interest arises. A perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions may be compromised.

A.B.5 Evaluation

The Customer will evaluate Responses in accordance with the *Government Procurement Act 2001* (ACT), *Government Procurement Regulation 2007* (ACT) and related Territory procurement policies, to determine the best value for money outcome for the Customer.

Threshold Assessment Criteria

The Customer will exclude from consideration any Response that does not meet clause A.A.2 (*Threshold Assessment Criteria*), if any, and the Response will not be considered for further assessment against the Comparative Assessment Criteria.

Assessment Criteria

Unless otherwise stated in an RFQ, the Customer will assess Value for money, in consideration of:

- the extent to which the Potential Supplier's Response meets the Customer's requirement set out in this RFQ;
- the extent to which the Potential Supplier's Response demonstrates the Potential Supplier's capacity to provide the requirement;
- the whole of life costs to be incurred by the Customer (noting this criterion may consider both the quoted price and any costs which the Customer would incur as a result of accepting any Potential Supplier's Response);
- the risk (which may include, without limitation, financial risk and risk arising as a result of the Response being assessed as an unacceptably high risk against any Assessment Criteria); and
- any other matters specified as assessment criteria in this RFQ.

Viability

If requested by the Customer, the Potential Supplier must be able to demonstrate its ability to remain viable over the Contract Term and must promptly provide the Customer with such information or documentation as the Customer reasonably requires.

Reference Checks

The Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier.

Selection of Supplier and Debrief

The Customer is under no obligation to select any Response and may vary or discontinue this RFQ process upon giving written notice to Potential Suppliers.

Upon conclusion of this RFQ assessment process the Customer may commence contract negotiations with Potential Supplier(s), however is not obliged to execute a contract with any Potential Supplier.

The Customer will notify unsuccessful Potential Suppliers of the final decision and, if requested, will debrief Potential Suppliers following the award of a contract.

A.B.6 Disclosure

Potential Suppliers acknowledge that the Territory may be required to disclose information, either under the *Freedom of Information Act 2016* (ACT) or by the responsible Minister in the Legislative Assembly.

A.B.7 Confidentiality of Potential Supplier's Information

Potential Suppliers should note that if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify any aspects of their Response or the proposed Contract that they consider should be kept confidential, including reasons.

Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers appropriate.

In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information, in accordance with A.B.A (*Notifiable Contracts*).

A.B.8 Criminal Code

Potential Suppliers should be aware that the giving of false or misleading information to the Territory is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).

The Potential Supplier must ensure that any intended subcontractors participating in the Potential Supplier's Response are aware of the information in this clause.



Request for Quotation – CHS 2021041502

TERRITORY STANDARD TERMS OF QUOTATION

A.B.A. Notifiable Contracts

Potential Suppliers must specify in writing if they believe any information in relation to this ATM is confidential and wishes that information to be treated as confidential in any potential contract.

Potential Suppliers are advised that under the *Government Procurement Act 2001* (ACT) the Territory must publish prescribed information about invoices with a value of \$25,000 (inclusive of GST) or more ("notifiable invoices") on the "Notifiable Invoices Register". Refer www.procurement.act.gov.au

Potential Suppliers should seek their own legal advice as to the implications for them of the notifiable contracts and notifiable invoices provisions of the *Government Procurement Act 2001* (ACT).

A.B.B. Affirmative Action

The Customer will not enter into a contract with a Potential Supplier named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).

A.B.C. Ownership of Responses

All Responses lodged in accordance with this RFQ become the property of the Territory, which may use each Response for assessment purposes.

A Potential Supplier:

- (a) retains intellectual property rights in their Response; and
- (b) authorises the Territory, subject to any other person's rights, to communicate, reproduce, use or supply the content of their Response for any purpose in respect of the assessment of their Response; and
- (c) must specify in their Response if any intellectual property or moral rights vest in an entity or a person other than the Potential Supplier, naming the entity or person, and indicating to what extent this authorisation in paragraph (b) may be limited.

A.B.D. Complaints Handling

The Potential Supplier should notify the contact officer, as set out in clause A.A.6 (*Customer's Contact Officer*), of the nature of any complaint in regard to the procurement activity.

If the Customer's Contact Officer cannot resolve the matter, the Potential Supplier will then submit a completed Supplier Complaint Form.

The contact officer will provide a written acknowledgement of the receipt of the Supplier Complaint Form within 2 business days.

A Complaint received and managed under the Territory Supplier Complaints Management Procedure will not generally stop or reverse any decision made by a Territory Entity.



Request for Quotation – CHS 2021041502

TERRITORY CONTRACT TERMS

C.C.1 Background

- a) The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.
- b) Some terms used in these *Territory Contract Terms* have been given a special meaning. Their meanings are set out either in the *Territory Glossary of Terms* or in the relevant Contract.
- c) In the Contract, unless a contrary intention is expressed:
 - i) references to "Supplier" include any employees, agents or subcontractors of the Supplier;
 - ii) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
 - iii) words in the singular include the plural and vice versa;
 - iv) headings are for convenience only and do not affect the construction or interpretation of this Contract;
 - v) an obligation imposed on more than one person binds them jointly and severally; and
 - vi) the word "include" and any derivation is not to be construed as a word of limitation.

C.C.2 Relationship of the Parties:

- a) Neither party is the employee, agent, officer or partner of the other party nor, by virtue of the Contract, authorised to bind or represent the other party.
- b) The Supplier must ensure that its officers, employees, agents or subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.
- c) In all dealings related to the Contract, the parties agree to:
 - i) communicate openly with each other and cooperate in achieving the contractual objectives; and
 - ii) act honestly and ethically; and
 - iii) comply with reasonable commercial standards of fair conduct; and
 - iv) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
 - v) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

- a) The Supplier has either declared any real or perceived conflicts of interest that might arise, or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.
- b) If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

- a) The Contract is comprised of:
 - i) *Additional Contract Terms* (if any);
 - ii) *Territory Glossary of Terms*;
 - iii) *Territory Contract Terms*; and
 - iv) *Statement of Work*; and
 - v) *Contract Annex 1 – Supplementary Information* (if any),
 unless otherwise agreed in writing between the parties.
- b) If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.
- c) The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement:

- a) The Contract represents the parties' entire agreement in relation to the subject matter, at the time the Contract was entered.
- b) Anything that occurred before the making of the Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the Request for Quotation were correct when made and remain correct.
- c) The parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either party unless in writing and agreed by both parties.
- d) If either party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

Clauses C.C.14 (a), (b) and (c) [*Liability of the Supplier*], C.C.17 (d) and (e) [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Territory Laws and Policies*], C.C.23 [*Access to Supplier's Premises and Records*], C.C.25 [*Non-disclosure of Customer Information*], C.C.26 [*Fraud*] and any other provisions stated as surviving termination of this Contract will survive termination or expiry of the Contract.

C.C.8 Notices:

- a) A Notice is deemed to be effected:
 - i) if delivered by hand - upon delivery to the relevant address;
 - ii) if sent by registered post - upon delivery to the relevant address; or
 - iii) if transmitted electronically - upon actual delivery as evidenced by a delivery receipt by the addressee.
- b) A Notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

C.C.9 Assignment:

- a) The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a



Request for Quotation – CHS 2021041502

TERRITORY CONTRACT TERMS

- Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.
- b) To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.
- C.C.10 Subcontracting:**
- a) Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- b) The Supplier must ensure that Subcontractors specified in Item C.A.6 [Subcontractors] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6.
- c) The Supplier must ensure that specified Subcontractors in Item C.A.6 [Subcontractors] (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- d) The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- e) The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).
- f) At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.
- C.C.11 Delivery and Acceptance:**
- a) The Supplier must provide the Goods and/or Services as specified in the Statement of Work and meet any requirements and standard specified in the Statement of Work.
- b) The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in Item C.A.2(d) [Delivery and Acceptance] and advise the Customer when it will be able to do so.
- c) Any Goods must be delivered at the times and to the places detailed in Item C.A.2(d) [Delivery and Acceptance], free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the Statement of Work.
- d) The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Statement of Work at Item C.A.2(d) [Delivery and Acceptance], if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").
- e) If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- f) If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended, if applicable) the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- g) If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.
- h) If requested by the Customer, the Supplier must provide the Customer with evidence to the Customer's satisfaction that the Goods are free of any encumbrance including any security interest.
- i) The Supplier bears all risks for and associated with the Goods and their delivery to the Customer until the Goods have been delivered to and accepted by the Customer and (if required in the Statement of Work) installed and/or commissioned, including but not limited to insurance for the full replacement value of the Goods.
- C.C.12 Licences Approvals and Warranties:**
- a) During the Warranty Period for the Goods the Supplier must without delay and at no cost to the Customer correct all defects in the Goods by way of repair, replacement or such other means acceptable to the Customer. The Supplier is liable for all costs incidental to the discharge of the warranty in this clause C.C.12(a) and any other warranty given in respect of the Goods, including any packaging, freight, disassembly and reassembly costs.
- b) The Supplier warrants that no virus, worm, or other malicious code will be introduced into the Customer's systems as a result of the provision of any Goods and Services by the Supplier.
- c) At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- d) The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- e) To the extent permitted by law and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.



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- f) The Customer owns the Intellectual Property Rights in the Customer Material and the Material.
- g) To the extent the Supplier or a third party holds any Intellectual Property rights in any Pre-Existing Material, the Supplier grants to the Customer a royalty free, irrevocable, non-exclusive licence to enable the Customer to exercise full rights and interest in the Intellectual Property Rights in the Pre-Existing Material, including a right to sublicense. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.
- h) The Customer grants to the Supplier a non-exclusive, royalty free licence for the term of the Contract to exercise the Intellectual Property Rights in the Material and the Customer Material for the sole purpose of fulfilling its obligations under the contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.
- i) Intellectual Property Rights in Goods provided under the Contract, and pre-existing Intellectual Property Rights of the Supplier will not change as a result of the Contract.
- C.C.13 Specified Personnel:**
- a) The Supplier must ensure that the Specified Personnel set out in Item C.A.5 (Specified Personnel) (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- b) At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:
- is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
 - is not a fit and proper person; or
 - is not suitably qualified to perform the Services.
- c) Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.
- C.C.14 Liability of the Supplier:**
- a) The Supplier indemnifies the Customer, its employees and agents against liability in respect of any claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Supplier, its employees, agents or subcontractors in connection with its obligations or representations under the Contract.
- b) The Supplier's obligation to indemnify the Customer, its employees and agents will reduce proportionally to the extent that any act or omission, on the part of the Customer, its employees or agents contributed to the claim, loss or damage.
- c) The parties acknowledge the Supplier's liability under this clause may be limited under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.
- d) The Supplier must effect and maintain during the Contract Term all insurances required by law, and insurances in amounts not less than the amounts (if any) specified in Item C.A.8 (Insurances) with a Prescribed insurer and provide the Customer with proof when reasonably requested.
- C.C.15 Termination or Reduction for Convenience:**
- a) In addition to any other rights either party has under the Contract, the Customer acting in good faith, may at any time terminate the Contract or reduce the scope or quantity of the Goods and/or Services, by providing a Notice to the other party.
- b) If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- c) The Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions).
- d) The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 (Delivery and Acceptance) and item C.A.2(d) (Delivery and Acceptance) before the effective date of termination or reduction.
- e) If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- f) Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.
- C.C.16 Termination for Cause:**
- a) The Customer may terminate the Contract in whole or in part if:
- the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
 - the Customer rejects the Goods and/or Services in accordance with clause C.C.11 (Delivery and Acceptance) and the Goods and/or Services are not remedied as required by the Notice of rejection;
 - the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
 - the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- b) Subject to complying with any requirements in the *Corporations Act 2002* (Cth), the Customer may issue a Notice to terminate this Contract, in whole or in part, if the Supplier:
- is unable to pay all its debts when they become due;



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- i) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
- ii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966* (Cth).
- c) Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.
- C.C.17 Supplier Payments:**
- a) The Customer must pay the Supplier the Contract Price following its receipt of a Correctly Rendered Invoice and otherwise in accordance with Item C.A.3 [Contract Price and Payment] of the Statement of Work.
- b) The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.
- c) Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- d) If the Supplier owes any amount to the Customer in connection with the Contract or any other contract between the parties or between the Supplier and any other Territory entity as defined in section 3(1) of the Procurement Act, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.
- e) Except if otherwise stated in this Contract, the Contract Price is:
- payable within 30 days of receipt by the Customer of a Correctly Rendered Invoice;
 - inclusive of GST and all other taxes, duties and charges; and
 - inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.
- f) If, after payment, any invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Supplier as the case may be and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Customer to the Supplier under the Contract.
- C.C.18 Dispute Resolution:**
- a) For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (i) to (iv) of this clause sequentially:
- both Contract Managers will try to settle the dispute by direct negotiation;
 - if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
 - if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
 - if failing settlement within a further ten (10) Business Days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) Business Days of the request.
- b) Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.
- c) The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
- d) If the dispute is not resolved within thirty (30) Business Days after mediation commences, either the Supplier or the Customer may commence legal proceedings.
- e) Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.
- f) This procedure for dispute resolution does not apply to action relating to clause C.C.16 [Termination for Cause] or to legal proceedings for urgent interjurisdictional relief.
- C.C.19 Transition in:**
- The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.
- C.C.20 Transition Out:**
- If the Contract expires or is terminated under clause C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.
- C.C.21 Compliance with Laws:**
- The Supplier must comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.
- C.C.22 Compliance with Territory Laws and Policies:**
- a) The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all laws and Territory policies relevant to the Goods and/or Services.
- b) Without limiting clause C.C.22(a), if the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to H below, it must:
- immediately report it to the Customer and provide a written report on the matter within five (5) Business Days; and
 - comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.
- C.C.23 Access to Supplier's Premises and Records:**
- a) The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.



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- b) Without limiting the powers of the Territory's Auditor-General under the Auditor-General Act 1996 (ACT), the Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any audit or review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the Freedom of Information Act 1982 (CI) or Freedom of Information Act 2016 (ACT).
- c) The Supplier must act reasonably to cooperate with persons authorised to conduct an audit or checks and allow the Customer (at the Customer's expense) to take copies of all relevant records.
- d) The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Territory record (as defined in the Territory Records Act 2002 (ACT)) without the prior written consent of the Customer. All Territory records, including any held by subcontractors, must be returned to the Customer at the conclusion of the Contract.
- C.C.24 Information Privacy Act Requirements:**
- a) In respect of any Personal Information held in connection with the Contract, the Supplier must:
- comply with the Territory Privacy Principles (TPPs) and any applicable TPP Code and must not lend procure that any subcontractor engaged by the Supplier does not act or engage in a practice that breaches a TPP or a TPP Code; and
 - co-operate with any reasonable requests or directions of the Customer arising directly from, or in connection with, the exercise of the functions of the Information Privacy Commissioner under the Information Privacy Act.
- C.C.25 Non-Disclosure of Customer Information:**
- a) The Supplier must:
- use Customer Information held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;
 - not transfer Customer Information held in connection with this Contract outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without prior written approval of the Customer; and
 - notify the Customer immediately if the Supplier becomes aware that a disclosure of Customer Information may be required by law or any unauthorised disclosure of Customer Information has occurred.
- b) Other than as provided in the Contract, the Supplier must not disclose to any person, other than the Customer, any Customer Information, without prior written approval from the Customer. This obligation will not be breached where the Customer Information is:
- required or authorised to be disclosed by law or a stock exchange;
 - disclosed to the Supplier's solicitors, auditors, insurers or advisers;
 - publicly available (other than through breach of a confidentiality or non-disclosure obligation); or
 - in the possession of the Supplier without restriction in relation to disclosure before the date of receipt from the Customer.
- c) The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to non-disclosure of the Customer's confidential information in a form acceptable to the Customer.
- C.C.26 Security and Safety:**
- a) When accessing any Territory place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.
- b) The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.
- C.C.27 Criminal Code:**
- a) The Supplier acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of the Contract (other than to a person to whom the Supplier is authorised to publish or disclose the fact or document) may be an offence under section 159 of the Crimes Act 1900 (ACT). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.
- C.C.28 Fraud:**
- a) For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Territory or causing a loss to the Territory by deception or other means.
- b) The Supplier must take all reasonable steps to prevent, and detect Fraud in relation to the performance of the Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of the Contract.
- c) If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.
- C.C.29 Taxation:**
- a) The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.
- C.C.30 Confidential Text under the Procurement Act:**
- a) In giving effect to the principles of open and accountable government, the Customer may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Contract may be a notifiable contract under the Procurement Act and, if so, the Customer will be required to make the text of this Contract available to the public, including by publication on a contracts register.



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- b) If Item C.A.9 [CONFIDENTIAL TEXT UNDER THE GOVERNMENT PROCUREMENT ACT 2001 (ACT)] states that this Contract is a notifiable contract under the Procurement Act, the grounds on which the text is confidential are set out in item C.A.9 and clause C.C.30 (c) applies.
- c) Except as provided in this Contract, the Customer must not disclose confidential text specified in the Contract to any person without the prior written consent of the Supplier (which consent will not be unreasonably withheld) except to the extent that the confidential text:
- v) is required or authorised to be disclosed under law;
 - vi) is reasonably necessary for the enforcement of the criminal law;
 - vii) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
 - viii) is generally available to the public;
 - ix) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Supplier;
 - x) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- xi) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.
- C.C.31 Work Health and Safety**
- a) The Supplier must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health and safety of persons at risk.
 - b) The Supplier must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter.
 - c) The Supplier must exercise a duty of utmost good faith to the Customer in carrying out the work under this Contract to enable the Customer to discharge the Customer's duties under the WHS Legislation.
 - d) The Supplier must provide the Customer with a written report on all work health and safety matters referable to the conduct of the Services or provision of the Goods if requested.
 - e) Without limiting the above, the Supplier must comply with any additional obligations set out in Item C.A.2(c) (if any).



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The following definitions apply unless the context otherwise requires, a reference to:

- (a) an item in the form A.A.[x] – is a reference to an item in the **Territory Request for Quotation**,
- (b) an item in the form A.B.[x] – is a reference to an item in the **Territory Standard Terms of Quotation**,
- (c) an item in the form A.C.[x] – is a reference to an item in the **Draft Additional Contract Terms**,
- (d) an item in the form C.A.[x] – is a reference to an item in the **Statement of Work**;
- (e) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**; and
- (f) a clause in the form C.C.[x] – is a reference to a clause in the **Territory Contract Terms**.

A reference to legislation or to provisions in legislation, include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

"Acceptable Quality" means quality of goods that is:

- (a) fit for all the purposes for which goods of that kind are commonly supplied;
- (b) acceptable in appearance and finish;
- (c) free from defects;
- (d) delivered at the times to the places detailed in the *Statement of Work*;
- (e) safe; and
- (f) durable,

as the Customer, acting reasonably and being fully acquainted with the state and conditions of the goods (including any hidden defects of the goods), would regard as being acceptable having regard to the following matters:

- (g) the nature of the goods;
- (h) the price of the goods (if relevant);
- (i) any statements made about the goods on any packaging or label on the goods;
- (j) any representation made about the goods by the Supplier; and
- (k) any other relevant circumstances relating to the supply of the goods.

"Acceptance Period" has the meaning given in clause C.A.2(d) [*Delivery and Acceptance*], if specified

"Acceptance Tests" has the meaning given in clause C.A.2(d) [*Delivery and Acceptance*]

"Additional Contract Terms" means the terms and conditions set out in the section of the Contract with the heading "Additional Contract Terms".

"Business Day" means any day between Monday to Friday and not including any official public holidays in the Australian Capital Territory.

"Canberra Region" means the area comprising the Australian Capital Territory and the NSW Member Councils including Bees Valley, Eurobodalla, Goulburn-Mulwaree, Hilltops, Queenbeyan-Palerang, Snowy Monaro, Upper Lachlan, Wingecarribee and Yass Valley.

"Confidential Text" means any text of this Contract that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in clause C.A.9 [*Confidential Text under the Government Procurement Act 2002 (ACT)*] as being Confidential Text.

"Contract" means an agreement for the provision of Goods and/or Services comprising the documentation specified in clause C.C.4 [*Precedence of Documents*].

"Contract Manager" means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

"Contract Price" means the total price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

"Contract Term" has the meaning given in Item C.A.1 [*Key Events and Dates*].

"Correctly Rendered Invoice" means an invoice that:

- (a) is correctly addressed and calculated in accordance with the Contract;
- (b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- (c) includes any purchase order number, and the name and phone number of the Customer's Contract Manager;
- (d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- (e) is a valid tax invoice in accordance with the GST Act.

"Customer" means the party specified in a Contract as a Customer and, unless a contrary intention is expressed, references to "Customer" include any employees, agents or subcontractors of the Customer.

"Customer Information" the kind of information that:

- (a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Customer which are by their nature confidential;
 - (b) is notified (whether in writing or not) by the Customer to the Supplier as being confidential; or
 - (c) is Personal Information,
- but does not include information that:
- (d) is or becomes public knowledge other than by breach of a Contract;
 - (e) has been independently developed or acquired by the Supplier; or
 - (f) has been notified by the Customer to the Supplier as not being confidential.

"Customer Material" means any material provided by the Customer to the Supplier for the purposes of this Contract including documents, equipment, information and data stored by any means, including, without limitation, any specified in item C.A.2(g) in the *Statement of Work*.

"Delivery and Acceptance" means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.



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"**Draft Additional Contract Terms**" means the terms and conditions set out in the section of the Request for Quotation with the heading "Draft Additional Contract Terms".

"**Goods and Services**" means:

- (a) the Goods, Services or Goods and Services and any Material specified in the Contract; and
- (b) all such incidental Goods and Services that are reasonably required to achieve the purpose of the Customer specified in the Contract.

"**GST Act**" means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"**GST**" means a Commonwealth goods and services tax imposed by the GST Act.

"**Information Privacy Act**" means the Information Privacy Act 2014 (ACT).

"**LIPP**" means the Territory's Local Industry Participation Policy.

"**Local**" means located within the Canberra Region, recognising constraints on application arising from the Territory's participation in Inter-jurisdictional procurement and trade agreements.

"**Intellectual Property Rights**" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

"**Material**" means any material brought into existence as part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

"**Moral Rights**" means the rights in Part IX of the Copyright Act 1968 (Cth) including the right of attribution, the right against false attribution and the right of integrity.

"**Notice**" means an official notice or communication under the contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

"**Personal Information**" has the meaning set out in the Information Privacy Act.

"**Potential Supplier**" means a Respondent.

"**Pre-Existing Material**" means all material in existence at the date of this Contract and used by the Supplier for the purpose of providing the Goods and/or Services, including documents, information and data stored by any means.

"**Prescribed Insurer**" means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard and Poor's.

"**Procurement Act**" means the Government Procurement Act 2001 (ACT).

"**Requirement**" means:

- (a) when used in the Request for Quotation, the Goods and Services described in A.4.2 [The Requirement]; and
- (b) when used in the Territory Contract Terms, the Goods and Services described in the section of the Statement of Work with the heading "The Supplies".

"**Respondent**" means the legal entity that submits a response to a Request for Quotation.

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"**Response**" means a quotation lodged by a respondent in response to a Request for Quotation.

"**RFO**" means a Request for Quotation.

"**SME**" means Small to Medium Enterprise as defined by the Australian Bureau of Statistics (ABS) as businesses employing less than 200 people, or in accordance with the ABS Estimated Value of Agricultural Operations.

"**Specified Personnel**" means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

"**Statement of Requirement**" means the statement of the Customer's requirement issued in the approach to the market for the Goods and/or Services (howsoever named).

"**Statement of Work**" means the section of the Contract, as the case may be, with the heading "Statement of Work".

"**Supplier**" means a party specified in a Contract as a Supplier and, unless a contrary intention is expressed, references to "Supplier" include any employees, agents or subcontractors of the Supplier.

"**Supplies**" has the same meaning as Goods and Services.

"**Support Material**" is Pre-Existing Material specified as support material in the Statement of Work (if any).

"**Territory**" means, when used in a geographical sense the Australian Capital Territory, when used in any other sense the body politic established under the Australian Capital Territory (Self-Government) Act 1988 (Cth).

"**TPPs**" means the Territory Privacy Principles provided for in section 13, and set out in Schedule 1, of the Information Privacy Act.

"**TPP Code**" means a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Supplier in the provision of the Goods and/or Services.

"**Warranty Period**" means the period of warranty for the Goods specified in item C.4.7 in the Statement of Work or, if no warranty period is specified, 90 days from the date of acceptance of the Goods by the Customer in accordance with clause C.C.11 [Delivery and Acceptance].

"**WHS Legislation**" means:

- (a) the Work Health and Safety Act 2011 (ACT);
- (b) the Work Health and Safety Regulation 2011 (ACT);
- (c) all instruments issued under the Work Health and Safety Act 2011 (ACT) or the Work Health and Safety Regulation 2011 (ACT);
- (d) all laws that replace the above laws; and
- (e) all other laws applicable in the Australian Capital Territory dealing with work health and safety matters.

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Supplier Complaint Form CHS2020121501

SUPPLIER COMPLAINT FORM

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

CHS2020121501

SECTION 3 ACKNOWLEDGMENT		
I confirm that all 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:	
<p>NEXT STEPS</p> <p>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.</p>		
<p>GIVING FALSE OR MISLEADING INFORMATION IS A SERIOUS OFFENCE</p> <p>The <i>Criminal Code 2002 (ACT)</i> provides for significant penalties, including fines and imprisonment, for making a false or misleading statement to the Territory.</p>		
<p>CONFIDENTIALITY</p> <p>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.</p>		

From: Walton, Nasa (Health)
Sent: Friday, 28 May 2021 12:00 PM
To: Jean, David (Health); Ludvigson, John (Health); Peffer, Dave (Health); Gilbert, Dave (Health); Mooney, Colm (Health)
Cc: Greenaway, Elaine (Health)
Subject: RE: Brand Refresh Project Request for Quotation
Attachments: DRAFT_Brand Refresh Project Request for Quotation v.2 CLEAN.dotx

UNOFFICIAL

Hi David

Please find a draft inclusion for the DHR for your consideration.

Cheers Nasa

From: Jean, David (Health) <David.Jean@act.gov.au>
Sent: Friday, 28 May 2021 7:58 AM
To: Walton, Nasa (Health) <Nasa.Walton@act.gov.au>; Ludvigson, John (Health) <John.Ludvigson@act.gov.au>; Peffer, Dave (Health) <Dave.Peffer@act.gov.au>; Gilbert, Dave (Health) <Dave.Gilbert@act.gov.au>; Mooney, Colm (Health) <Colm.Mooney@act.gov.au>
Cc: Greenaway, Elaine (Health) <Elaine.Greenaway@act.gov.au>
Subject: Brand Refresh Project Request for Quotation

UNOFFICIAL

Hi Dave P, Colm, Nasa, Dave G and John,

Please see attached a draft request for quotation for an audit of the CHS brand and how it is applied across the board, as well as a brand execution strategy/roadmap with recommendations for how it can be implemented. Elaine has done a great job getting this brief together (she was burning the midnight oil last night) and we're hoping to push the button pretty soon on this project.

Nasa – as discussed earlier in the week can you have a look and advise if you think we need to include a point about the Digital Health Record in there?

Dave G – just double checking you are happy with the approach in regards to the artwork? With this approach we will get recommendations about how the artwork should be integrated into the whole strategy. We can then contract someone to execute the recommendations etc. I'll speak to Joyce about it as well.

John – for your visibility from a Wayfinding perspective.

Dave P and Colm – for your visibility.

We'd like to move on this pretty quickly, so feedback today would be greatly appreciated if that is possible – apologies for the tight timeframe. There will be ample opportunity for engagement/input during the audit.

I'm on the mobile if any questions.

Thanks,

David Jean

Executive Branch Manager

Strategic Communication and Engagement

Canberra Health Services | ACT Government

P. (02) 512 46115 | M. [REDACTED] | E. David.Jean@act.gov.au

Canberra Health Services media on-call phone: [REDACTED]

RELIABLE | PROGRESSIVE | RESPECTFUL | KIND

Creating exceptional healthcare together



This email and any attachments may be confidential and also privileged. If you're not the intended recipient, please notify the sender and delete all copies of this message along with any attachments immediately. You should not copy or use this information for any purpose, nor disclose its contents to any other persons.



Request for Quotation – CHS 2021041502



Territory Request for Quotation

Reference ID: CHS 2021041502

This *Territory Request for Quotation* (RFQ) is seeking responses for the provision of: **(the Requirement)**.

The ACT Government as represented by Canberra Health Services, Procurement & Supply **(the Customer)** is seeking responses for the provision of Goods as described in this RFQ.

In submitting a response, Potential Suppliers are required to comply with all requirements set out in this RFQ, and if successful, agree to enter a contract which incorporates the enclosed *Territory Contract Terms*.

This RFQ must be read with the *Territory Standard Terms of Quotation*, which apply.

THRESHOLD ASSESSMENT CRITERIA

This RFQ has not specified any **Threshold Criteria**.



Request for Quotation – CHS 2021041502

Statement of Requirement

A.A.1 KEY DETAILS

RFQ Dates and Times

Event	Date	Time
Issue date:	4 June 2021	
Closing time:	5pm AEST on 18 June 2021	
Question closing time:	9 June 2021	

Contract Dates

Expected Contract Start date:	30 June 2021
The Goods are required to be delivered on or before:	30 July 2021
Contract Term:	4 weeks
Contract Extension Option:	Upon mutual agreement

A.A.2 THRESHOLD ASSESSMENT CRITERIA

Threshold criteria

We are looking for an agency which:

- Specialises in corporate brand management
- Must manage consultation process
- Indicate how they will consult with stakeholders throughout the process

A.A.3 THE REQUIREMENT

Background

Canberra Health Services (CHS) wishes to develop a strategy for revitalising the CHS brand.

The aim of the project is to ensure our brand is contemporary, supports our strategic priorities, reflects our values, and ultimately helps us realise our vision and role.

Since Canberra Health Services split from the Health Directorate (ACT Health) back in 2018, we haven't re-evaluated our brand strategy. As a result, we have several program/service/project brands and identifiers that have been created in isolation of the corporate brand, we still carry legacy branding from before we became CHS and many of our sub-brands do not appear to belong to the one organisation or the ACT Government. This lack of uniformity has led to confusion among staff and consumers, and we hypothesise that it is negatively impacting on the way CHS is perceived as an organisation and more importantly as a health service.

As our current graphic standards manual was developed before ACT Health split into two organisations it does not reflect our vision, values and role or consider the full scope of the work and/or services that CHS provides. It also doesn't reference the CHS signage wayfinding signage manual.



Request for Quotation – CHS 2021041502

While we have 'made do' up until now, several factors are driving the need for us to take a more strategic approach to branding, to resolve some of the issues we know exist and those we may not be aware of.

1. There is a significant capital works program taking place on the Canberra Hospital campus. With these projects we have an opportunity to set the tone for how we want to visually represent ourselves through these facilities. We need to ensure we do so strategically and with a future focus lens.
2. We have commissioned Aboriginal and Torres Strait Islander artwork with the intention that it will be used across our various touchpoints including uniforms, printed collateral, signage etc. As the intention is that this artwork is 'embedded in the fabric of the organisation' it's important we consider the artwork in relation to our brand and ensure we integrate the artwork in a respectful and culturally appropriate way.
3. We will be launching a new website in the second half of 2021. While the website design/look and feel has already been determined, the website has been developed/co-designed with consumers and stakeholders and the insights from this process could inform our brand strategy.
4. ACT Health is delivering a new digital health record in September 2022 which has its own branding employee and public awareness campaign. The CHS branding strategy is needed to ensure that CHS patient, consumers and employee facing technology end points are included in the DHR Program's branding implementation to ensure change adoption and awareness into the future when the project is closed.

Commented [JD(1)]: Do we need a point about Digital Health Record?

Commented [WN(2R1)]: Absolutely! drafted

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Required Goods

We have endorsement to refresh and streamline the Canberra Health Services brand, to make it clear to staff and consumers who we are and what we stand for.

Therefore, the scope of the requirements include:

- A comprehensive audit/analysis of Canberra Health Services' brand and how it is applied across all touchpoints, including but not limited to:
 - our digital presence (website, intranet, social media)
 - physical spaces e.g. building fit out and wayfinding signage
 - marketing and communication collateral including consumer handouts, letters, videos, posters
 - uniforms.
- Development of a brand execution strategy and/or roadmap which details how recommendations from the audit can be implemented, including how we can and should go about integrating the new Aboriginal and Torres Strait Islander artwork. It will also need to guide CHS on which recommendations to prioritise and allocate resources accordingly.

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Commented [JD(3)]: Elaine, do you think we need need to specify that this be done in consultation and collaboration with the artist? Or will this part be done in phase 2 when we contract someone to develop the style guide?

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A.A.3 (a) Standards

Suppliers should demonstrate certification or compliance with the following standards:

Title	Description
ACT Government Design and Brand Guidelines (Attachment A)	ACT Government brand guidelines, notably: <ul style="list-style-type: none"> • Logo and Logo Application on pages 9 and 10 respectively • Secondary or accent colours which are based on the ACT Government secondary colours, page 14.



Request for Quotation – CHS 2021041502

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A.A.3 (b) Security

None specified

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

See the *Territory's Standard Contract Terms* clause C.C.22.1 [*Work Health and Safety*].

A.A.3 (d) Delivery and Acceptance

See the *Territory's Standard Contract Terms* clause C.C.11 [*Delivery and Acceptance*].

Delivery Instructions

Item Description	Delivery Address	Due
Design Files and Graphic Manual	Final and approved files to be delivered via email to Elaine.Greenaway@act.gov.au	30 July 2021

Delivery and Acceptance – Additional Instructions

A.A.3 (e) Meetings

Meetings can be arranged between the successful supplier and CHS, either via Webex or on site at CHS, as needed.

A.A.3 (f) Customer Material

CHS will provide existing research and brand guidelines, plus other information if requested and appropriate.

A.A.3 (g) Facilities and Assistance provided by the Customer

As required.

A.A.4 REQUEST FOR QUOTATION (RFQ) DISTRIBUTION

This RFQ and any updates will be distributed by via email.

Any questions relating to this RFQ must be directed to the Customer's Contact Officer at A.A.6 [CONTACT OFFICER].

A.A.5 LODGEMENT METHOD

eMail:

Responses should be lodged via Email:

- to chs.procurement@act.gov.au,
- identifying the Reference Number CHS in the subject line,

by the Closing Time specified in A.A.1 [CLOSING TIME].



Request for Quotation – CHS 2021041502

A.A.6 CUSTOMER'S CONTACT OFFICER

For all matters relating to this RFQ, the Customer's Contact Officer will be the person occupying the position of:

Position: Elaine Greenaway
Senior Director, Engagement (Internal)
CHS Strategic Communications and Engagement

Email: Elaine.Greenaway@act.gov.au

COMPLAINTS HANDLING

A Tenderer who wishes to make a complaint about a procurement activity must follow the process outlined in the ACT Government Supplier Complaints Management Procedure. This procedure can be accessed from the ACT Procurement website at www.procurement.gov.au.

Any complaints relating to this procurement should, in the first instance, be referred to the Customer's Contact Officer.

A.A.7 WARRANTY PERIOD (for Supplies that include Goods)

The following Warranty requirement and period are to apply:

A.A.8 INSURANCE

The Supplier should affect and maintain for the Term, all insurances required to be affected by it by law and the following insurances in the amounts stated:

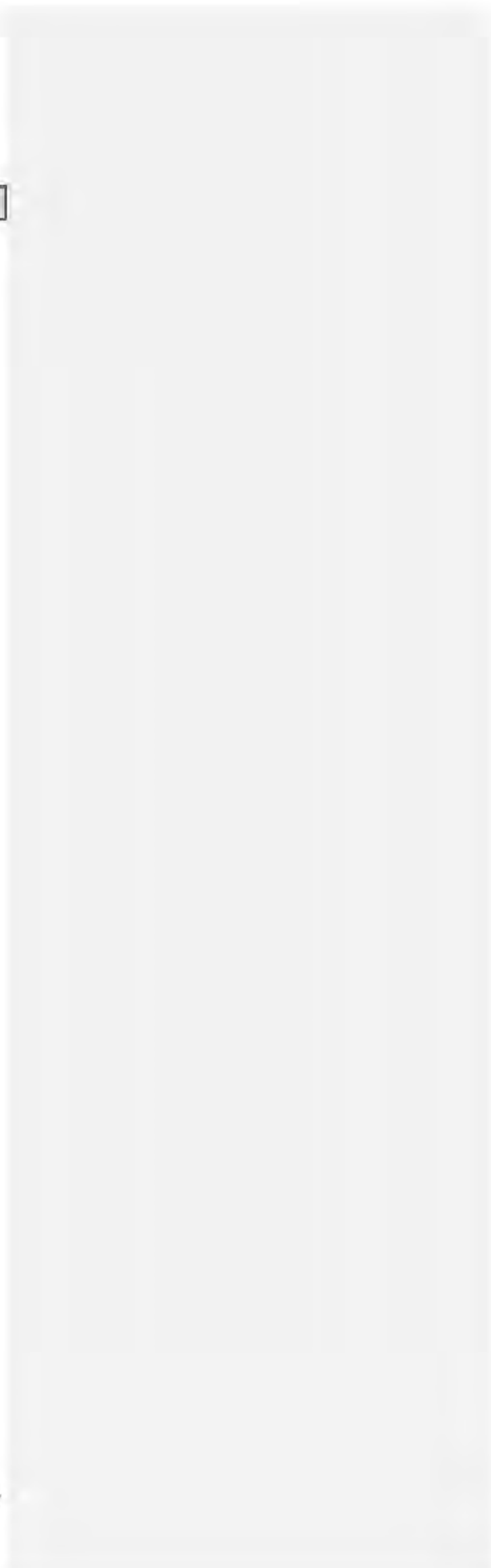
- (a) Public Liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence.
- (b) For Supplies that include services, professional indemnity insurance with coverage in the amount of no less than \$10 million in the annual aggregate.
- (c) For Supplies that include goods, product liability insurance to a value of \$10 million in the annual aggregate.

The Supplier must provide evidence of the insurance if required by the Customer.



Request for Quotation – CHS 2021041502

DRAFT ADDITIONAL CONTRACT TERMS





Request for Quotation – CHS 2021041502

TERRITORY STANDARD TERMS OF QUOTATION

A.B.1 Background

Some terms used in this document have been given a special meaning. Their meanings are set out in the Territory Glossary of Terms.

Discrepancies, Misdescriptions, Error and Omissions

The Request for Quotation (RFQ) may contain information that may be described as data, documents, and images, prepared by Territory agencies. While that information has been formulated with care, the Customer does not warrant or represent that it is free from misdescription, error or omission.

A Potential Supplier who utilises an automatic language translation service in connection with this RFQ does so at its own risk.

Amendments to RFQ

The Customer may amend, or clarify any aspect of this RFQ, prior to the Closing Time by issuing a formal amendment to this RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will be issued simultaneously to all Potential Suppliers, as far as practicable.

Queries and clarifications

Any queries regarding this RFQ should be addressed to the contact officer as set out in clause A.A.6 [Customer's Contact Officer].

Costs of Submitting a Response

No contract will be formed until executed by the Customer. The Customer, acting in good faith, may discontinue this RFQ, decline to accept any Response, decline to issue any contract, or satisfy its requirement separately from this RFQ process.

Participation in any stage of an RFQ is at the Potential Supplier's sole risk and cost.

A.B.2 Precedence of Documents

If there is inconsistency between any of the parts of this RFQ, the following order of precedence shall apply:

- Request for Quotation (RFQ),
- Territory Standard Terms of Quotation; and
- Territory Glossary of Terms.

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

A.B.3 Customer and Reference Material

The Customer will make available the Customer's material (if any) specified in clause A.A.3(f) [Customer Material].

If this RFQ references any other materials, including but not limited to, reports, plans, drawings, samples or other reference material which are publicly available (including at a cost), the Potential Supplier is responsible for obtaining the referenced material and considering it in framing their Response.

A.B.4 Lodging a Response

Acknowledgement

By lodging a Response, Potential Suppliers agree that the Response will remain open for acceptance for ninety (90) calendar days from the date set out in clause A.A.1 [Closing Time] and to sign a Contract which incorporates the Territory Contract Terms.

The Customer will not be liable to the Potential Supplier on the basis of any promissory estoppel, contractual, quasi contractual

or restitutionary grounds whatsoever arising as a consequence of any matter relating or incidental to a Potential Supplier's participation in this RFQ process.

This includes instances where the Potential Supplier is not invited to participate in any subsequent process following completion of this RFQ process; the Customer varies or terminates this RFQ process; or the Customer decides not to contract for all or any of the requirements.

Price Basis, English Language and Metric Units

Potential Suppliers should submit Responses using the Response Form provided.

The Response must be in English.

Prices must be quoted in Australian currency and must show the GST exclusive price, the GST component, if any, the GST inclusive price, all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas.

All dimensions and units on plans and drawings and all references to measurements must be in metric units.

Non-Conforming Responses

A Response that:

- is at variance with or does not respond to or does not fully comply with any requirement of the RFT; or
 - is incomplete, cannot be read or decrypted; or
 - potentially contains any virus, malicious code or anything else that might compromise the integrity or security of Tenders ACT and/or the Territory's ICT environment
- may be deemed to be non conforming.

The Territory may at its absolute discretion, in respect of a Tender that is non conforming or which has been deemed by the Territory to be non conforming having regard to any Conditions of Tender:

- reject and not further consider the Tender;
- ignore any non-conformance in the Tender and assess the Tenders against the Assessment Criteria; or
- if it is possible to correct the non-conformance without affecting the probity of the Tender process, permit the Tenderer to do so.

Alternative Responses

Potential Suppliers may submit Responses for alternative methods of addressing the Customer's Statement of Requirement described in this RFQ, where the option to do so was stated in this RFQ or agreed in writing with the Customer prior to the Closing Time.

Potential Suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

Lodgement and Closing Time

The Response must be lodged as set out in clause A.A.5 [Lodgement Method] prior to the A.A.1 [Closing Time].

Extensions and Late Response

The Customer will only agree to extensions to the Closing Time in exceptional circumstances and, if approved, the extension will apply equally to all Potential Suppliers. The Customer will not consider any Responses received after the Closing Time specified in this RFQ unless the response is late as a consequence of the Customer's mishandling.



Request for Quotation – CHS 2021041502

TERRITORY STANDARD TERMS OF QUOTATION

Further Information, Clarification and Enquiries

The Customer may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all Potential Suppliers in relation to their Responses. In doing so, the Customer will not allow any Potential Supplier to substantially tailor or amend their Response.

Improper Conduct

Potential Suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive or any other similar conduct with any other Potential Supplier or person, or offer any unlawful inducements in relation to their Response or this RFQ process.

Conflict of Interest

Potential Suppliers must notify the Customer immediately if any actual, potential or perceived conflict of interest arises. A perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions may be compromised.

A.B.5 Evaluation

The Customer will evaluate Responses in accordance with the *Government Procurement Act 2001* (ACT), *Government Procurement Regulation 2007* (ACT) and related Territory procurement policies, to determine the best value for money outcome for the Customer.

Threshold Assessment Criteria

The Customer will exclude from consideration any Response that does not meet clause A.A.2 (*Threshold Assessment Criteria*), if any, and the Response will not be considered for further assessment against the Comparative Assessment Criteria.

Assessment Criteria

Unless otherwise stated in an RFQ, the Customer will assess Value for money, in consideration of:

- the extent to which the Potential Supplier's Response meets the Customer's requirement set out in this RFQ;
- the extent to which the Potential Supplier's Response demonstrates the Potential Supplier's capacity to provide the requirement;
- the whole of life costs to be incurred by the Customer (noting this criterion may consider both the quoted price and any costs which the Customer would incur as a result of accepting any Potential Supplier's Response);
- the risk (which may include, without limitation, financial risk and risk arising as a result of the Response being assessed as an unacceptably high risk against any Assessment Criteria); and
- any other matters specified as assessment criteria in this RFQ.

Viability

If requested by the Customer, the Potential Supplier must be able to demonstrate its ability to remain viable over the Contract Term and must promptly provide the Customer with such information or documentation as the Customer reasonably requires.

Reference Checks

The Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier.

Selection of Supplier and Debrief

The Customer is under no obligation to select any Response and may vary or discontinue this RFQ process upon giving written notice to Potential Suppliers.

Upon conclusion of this RFQ assessment process the Customer may commence contract negotiations with Potential Supplier(s), however is not obliged to execute a contract with any Potential Supplier.

The Customer will notify unsuccessful Potential Suppliers of the final decision and, if requested, will debrief Potential Suppliers following the award of a contract.

A.B.6 Disclosure

Potential Suppliers acknowledge that the Territory may be required to disclose information, either under the *Freedom of Information Act 2016* (ACT) or by the responsible Minister in the Legislative Assembly.

A.B.7 Confidentiality of Potential Supplier's Information

Potential Suppliers should note that if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify any aspects of their Response or the proposed Contract that they consider should be kept confidential, including reasons.

Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers appropriate.

In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information, in accordance with A.B.A (*Notifiable Contracts*).

A.B.8 Criminal Code

Potential Suppliers should be aware that the giving of false or misleading information to the Territory is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).

The Potential Supplier must ensure that any intended subcontractors participating in the Potential Supplier's Response are aware of the information in this clause.



Request for Quotation – CHS 2021041502

TERRITORY STANDARD TERMS OF QUOTATION
A.B.A. Notifiable Contracts

Potential Suppliers must specify in writing if they believe any information in relation to this ATM is confidential and wishes that information to be treated as confidential in any potential contract.

Potential Suppliers are advised that under the *Government Procurement Act 2001* (ACT) the Territory must publish prescribed information about invoices with a value of \$25,000 (inclusive of GST) or more ("notifiable invoices") on the "Notifiable Invoices Register". Refer www.procurement.act.gov.au

Potential Suppliers should seek their own legal advice as to the implications for them of the notifiable contracts and notifiable invoices provisions of the *Government Procurement Act 2001* (ACT).

A.B.B. Affirmative Action

The Customer will not enter into a contract with a Potential Supplier named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).

A.B.C. Ownership of Responses

All Responses lodged in accordance with this RFQ become the property of the Territory, which may use each Response for assessment purposes.

A Potential Supplier:

- (a) retains intellectual property rights in their Response; and
- (b) authorises the Territory, subject to any other person's rights, to communicate, reproduce, use or supply the content of their Response for any purpose in respect of the assessment of their Response; and
- (c) must specify in their Response if any intellectual property or moral rights vest in an entity or a person other than the Potential Supplier, naming the entity or person, and indicating to what extent this authorisation in paragraph (b) may be limited.

A.B.D. Complaints Handling

The Potential Supplier should notify the contact officer, as set out in clause A.A.6 (*Customer's Contact Officer*), of the nature of any complaint in regard to the procurement activity.

If the Customer's Contact Officer cannot resolve the matter, the Potential Supplier will then submit a completed Supplier Complaint Form.

The contact officer will provide a written acknowledgement of the receipt of the Supplier Complaint Form within 2 business days.

A Complaint received and managed under the Territory Supplier Complaints Management Procedure will not generally stop or reverse any decision made by a Territory Entity.



Request for Quotation – CHS 2021041502

TERRITORY CONTRACT TERMS

C.C.1 Background

- a) The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.
- b) Some terms used in these *Territory Contract Terms* have been given a special meaning. Their meanings are set out either in the *Territory Glossary of Terms* or in the relevant Contract.
- c) In the Contract, unless a contrary intention is expressed:
 - i) references to "Supplier" include any employees, agents or subcontractors of the Supplier;
 - ii) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
 - iii) words in the singular include the plural and vice versa;
 - iv) headings are for convenience only and do not affect the construction or interpretation of this Contract;
 - v) an obligation imposed on more than one person binds them jointly and severally; and
 - vi) the word "include" and any derivation is not to be construed as a word of limitation.

C.C.2 Relationship of the Parties:

- a) Neither party is the employee, agent, officer or partner of the other party nor, by virtue of the Contract, authorised to bind or represent the other party.
- b) The Supplier must ensure that its officers, employees, agents or subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.
- c) In all dealings related to the Contract, the parties agree to:
 - i) communicate openly with each other and cooperate in achieving the contractual objectives; and
 - ii) act honestly and ethically; and
 - iii) comply with reasonable commercial standards of fair conduct; and
 - iv) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
 - v) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

- a) The Supplier has either declared any real or perceived conflicts of interest that might arise, or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.
- b) If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

- a) The Contract is comprised of:
 - i) *Additional Contract Terms* (if any);
 - ii) *Territory Glossary of Terms*;
 - iii) *Territory Contract Terms*; and
 - iv) *Statement of Work*; and
 - v) *Contract Annex 1 – Supplementary Information* (if any),
 unless otherwise agreed in writing between the parties.
- b) If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.
- c) The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement:

- a) The Contract represents the parties' entire agreement in relation to the subject matter, at the time the Contract was entered.
- b) Anything that occurred before the making of the Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the Request for Quotation were correct when made and remain correct.
- c) The parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either party unless in writing and agreed by both parties.
- d) If either party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

Clauses C.C.14 (a), (b) and (c) [*Liability of the Supplier*], C.C.17 (d) and (e) [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Territory Laws and Policies*], C.C.23 [*Access to Supplier's Premises and Records*], C.C.25 [*Non-disclosure of Customer Information*], C.C.26 [*Fraud*] and any other provisions stated as surviving termination of this Contract will survive termination or expiry of the Contract.

C.C.8 Notices:

- a) A Notice is deemed to be effected:
 - i) if delivered by hand - upon delivery to the relevant address;
 - ii) if sent by registered post - upon delivery to the relevant address; or
 - iii) if transmitted electronically - upon actual delivery as evidenced by a delivery receipt by the addressee.
- b) A Notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

C.C.9 Assignment:

- a) The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a



Request for Quotation – CHS 2021041502

TERRITORY CONTRACT TERMS

- Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.
- b) To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.
- C.C.10 Subcontracting:**
- a) Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- b) The Supplier must ensure that Subcontractors specified in Item C.A.6 [Subcontractors] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6.
- c) The Supplier must ensure that specified Subcontractors in Item C.A.6 [Subcontractors] (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- d) The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- e) The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).
- f) At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.
- C.C.11 Delivery and Acceptance:**
- a) The Supplier must provide the Goods and/or Services as specified in the Statement of Work and meet any requirements and standard specified in the Statement of Work.
- b) The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in Item C.A.2(d) [Delivery and Acceptance] and advise the Customer when it will be able to do so.
- c) Any Goods must be delivered at the times and to the places detailed in Item C.A.2(3) [Delivery and Acceptance], free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the Statement of Work.
- d) The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Statement of Work at Item C.A.2(d) [Delivery and Acceptance], if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").
- e) If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- f) If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended, if applicable) the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- g) If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.
- h) If requested by the Customer, the Supplier must provide the Customer with evidence to the Customer's satisfaction that the Goods are free of any encumbrance including any security interest.
- i) The Supplier bears all risks for and associated with the Goods and their delivery to the Customer until the Goods have been delivered to and accepted by the Customer and (if required in the Statement of Work) installed and/or commissioned, including but not limited to insurance for the full replacement value of the Goods.
- C.C.12 Licences Approvals and Warranties:**
- a) During the Warranty Period for the Goods the Supplier must without delay and at no cost to the Customer correct all defects in the Goods by way of repair, replacement or such other means acceptable to the Customer. The Supplier is liable for all costs incidental to the discharge of the warranty in this clause C.C.12(a) and any other warranty given in respect of the Goods, including any packaging, freight, disassembly and reassembly costs.
- b) The Supplier warrants that no virus, worm, or other malicious code will be introduced into the Customer's systems as a result of the provision of any Goods and Services by the Supplier.
- c) At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- d) The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- e) To the extent permitted by law and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.



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- f) The Customer owns the Intellectual Property Rights in the Customer Material and the Material.
- g) To the extent the Supplier or a third party holds any Intellectual Property rights in any Pre-Existing Material, the Supplier grants to the Customer a royalty free, irrevocable, non-exclusive licence to enable the Customer to exercise full rights and interest in the Intellectual Property Rights in the Pre-Existing Material, including a right to sublicense. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.
- h) The Customer grants to the Supplier a non-exclusive, royalty free licence for the term of the Contract to exercise the Intellectual Property Rights in the Material and the Customer Material for the sole purpose of fulfilling its obligations under the contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.
- i) Intellectual Property Rights in Goods provided under the Contract, and pre-existing Intellectual Property Rights of the Supplier will not change as a result of the Contract.
- C.C.13 Specified Personnel:**
- a) The Supplier must ensure that the Specified Personnel set out in Item C.A.5 (Specified Personnel) (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- b) At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:
- is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
 - is not a fit and proper person; or
 - is not suitably qualified to perform the Services.
- c) Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.
- C.C.14 Liability of the Supplier:**
- a) The Supplier indemnifies the Customer, its employees and agents against liability in respect of any claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Supplier, its employees, agents or subcontractors in connection with its obligations or representations under the Contract.
- b) The Supplier's obligation to indemnify the Customer, its employees and agents will reduce proportionally to the extent that any act or omission, on the part of the Customer, its employees or agents contributed to the claim, loss or damage.
- c) The parties acknowledge the Supplier's liability under this clause may be limited under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.
- d) The Supplier must effect and maintain during the Contract Term all insurances required by law, and insurances in amounts not less than the amounts (if any) specified in Item C.A.8 (Insurances) with a Prescribed insurer and provide the Customer with proof when reasonably requested.
- C.C.15 Termination or Reduction for Convenience:**
- a) In addition to any other rights either party has under the Contract, the Customer acting in good faith, may at any time terminate the Contract or reduce the scope or quantity of the Goods and/or Services, by providing a Notice to the other party.
- b) If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- c) The Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions).
- d) The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 (Delivery and Acceptance) and item C.A.2(d) (Delivery and Acceptance) before the effective date of termination or reduction.
- e) If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- f) Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.
- C.C.16 Termination for Cause:**
- a) The Customer may terminate the Contract in whole or in part if:
- the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
 - the Customer rejects the Goods and/or Services in accordance with clause C.C.11 (Delivery and Acceptance) and the Goods and/or Services are not remedied as required by the Notice of rejection;
 - the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
 - the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- b) Subject to complying with any requirements in the *Corporations Act 2002* (Cth), the Customer may issue a Notice to terminate this Contract, in whole or in part, if the Supplier:
- is unable to pay all its debts when they become due;



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- i) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
- ii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966* (Cth).
- c) Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.
- C.C.17 Supplier Payments:**
- a) The Customer must pay the Supplier the Contract Price following its receipt of a Correctly Rendered Invoice and otherwise in accordance with Item C.A.3 (*Contract Price and Payment*) of the *Statement of Work*.
- b) The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.
- c) Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- d) If the Supplier owes any amount to the Customer in connection with the Contract or any other contract between the parties or between the Supplier and any other Territory entity as defined in section 3(1) of the *Procurement Act*, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.
- e) Except if otherwise stated in this Contract, the Contract Price is:
- payable within 30 days of receipt by the Customer of a Correctly Rendered Invoice;
 - inclusive of GST and all other taxes, duties and charges; and
 - inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.
- f) If, after payment, any invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Supplier as the case may be and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Customer to the Supplier under the Contract.
- C.C.18 Dispute Resolution:**
- a) For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (i) to (iv) of this clause sequentially:
- both Contract Managers will try to settle the dispute by direct negotiation;
 - if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
 - if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
 - if failing settlement within a further ten (10) Business Days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) Business Days of the request.
- b) Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.
- c) The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
- d) If the dispute is not resolved within thirty (30) Business Days after mediation commences, either the Supplier or the Customer may commence legal proceedings.
- e) Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.
- f) This procedure for dispute resolution does not apply to action relating to clause C.C.16 (*Termination for Cause*) or to legal proceedings for urgent interjurisdictional relief.
- C.C.19 Transition in:**
- The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.
- C.C.20 Transition Out:**
- If the Contract expires or is terminated under clause C.C.16 (*Termination for Cause*) the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.
- C.C.21 Compliance with Laws:**
- The Supplier must comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.
- C.C.22 Compliance with Territory Laws and Policies:**
- a) The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all laws and Territory policies relevant to the Goods and/or Services.
- b) Without limiting clause C.C.22(a), if the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to H below, it must:
- immediately report it to the Customer and provide a written report on the matter within five (5) Business Days; and
 - comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.
- C.C.23 Access to Supplier's Premises and Records:**
- a) The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.



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- b) Without limiting the powers of the Territory's Auditor-General under the *Auditor-General Act 1996* (ACT), the Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any audit or review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982* (CTH) or *Freedom of Information Act 2016* (ACT).
- c) The Supplier must act reasonably to cooperate with persons authorised to conduct an audit or checks and allow the Customer (at the Customer's expense) to take copies of all relevant records.
- d) The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Territory record (as defined in the *Territory Records Act 2002* (ACT)) without the prior written consent of the Customer. All Territory records, including any held by subcontractors, must be returned to the Customer at the conclusion of the Contract.
- C.C.24 Information Privacy Act Requirements:**
- a) In respect of any Personal Information held in connection with the Contract, the Supplier must:
- comply with the *Territory Privacy Principles* (TPPs) and any applicable TPP Code and must not lend, procure that any subcontractor engaged by the Supplier does not act or engage in a practice that breaches a TPP or a TPP Code; and
 - co-operate with any reasonable requests or directions of the Customer arising directly from, or in connection with, the exercise of the functions of the Information Privacy Commissioner under the Information Privacy Act.
- C.C.25 Non-Disclosure of Customer Information:**
- a) The Supplier must:
- use Customer Information held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;
 - not transfer Customer Information held in connection with this Contract outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without prior written approval of the Customer; and
 - notify the Customer immediately if the Supplier becomes aware that a disclosure of Customer Information may be required by law or any unauthorised disclosure of Customer Information has occurred.
- b) Other than as provided in the Contract, the Supplier must not disclose to any person, other than the Customer, any Customer Information, without prior written approval from the Customer. This obligation will not be breached where the Customer Information is:
- required or authorised to be disclosed by law or a stock exchange;
 - disclosed to the Supplier's solicitors, auditors, insurers or advisers;
 - publicly available (other than through breach of a confidentiality or non-disclosure obligation); or
 - in the possession of the Supplier without restriction in relation to disclosure before the date of receipt from the Customer.
- c) The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to non-disclosure of the Customer's confidential information in a form acceptable to the Customer.
- C.C.26 Security and Safety:**
- a) When accessing any Territory place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.
- b) The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.
- C.C.27 Criminal Code:**
- a) The Supplier acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of the Contract (other than to a person to whom the Supplier is authorised to publish or disclose the fact or document) may be an offence under section 159 of the *Crimes Act 1900* (ACT). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.
- C.C.28 Fraud:**
- a) For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Territory or causing a loss to the Territory by deception or other means.
- b) The Supplier must take all reasonable steps to prevent, and detect Fraud in relation to the performance of the Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of the Contract.
- c) If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.
- C.C.29 Taxation:**
- a) The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.
- C.C.30 Confidential Text under the Procurement Act:**
- a) In giving effect to the principles of open and accountable government, the Customer may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Contract may be a notifiable contract under the Procurement Act and, if so, the Customer will be required to make the text of this Contract available to the public, including by publication on a contracts register.



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- b) If Item C.A.9 [CONFIDENTIAL TEXT UNDER THE GOVERNMENT PROCUREMENT ACT 2001 (ACT)] states that this Contract is a notifiable contract under the Procurement Act, the grounds on which the text is confidential are set out in item C.A.9 and clause C.C.30 (c) applies.
- c) Except as provided in this Contract, the Customer must not disclose confidential text specified in the Contract to any person without the prior written consent of the Supplier (which consent will not be unreasonably withheld) except to the extent that the confidential text:
- v) is required or authorised to be disclosed under law;
 - vi) is reasonably necessary for the enforcement of the criminal law;
 - vii) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
 - viii) is generally available to the public;
 - ix) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Supplier;
 - x) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- xi) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.
- C.C.31 Work Health and Safety**
- a) The Supplier must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health and safety of persons at risk.
 - b) The Supplier must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter.
 - c) The Supplier must exercise a duty of utmost good faith to the Customer in carrying out the work under this Contract to enable the Customer to discharge the Customer's duties under the WHS Legislation.
 - d) The Supplier must provide the Customer with a written report on all work health and safety matters referable to the conduct of the Services or provision of the Goods if requested.
 - e) Without limiting the above, the Supplier must comply with any additional obligations set out in Item C.A.2(c) (if any).



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The following definitions apply unless the context otherwise requires, a reference to:

- (a) an item in the form A.A.[x] – is a reference to an item in the **Territory Request for Quotation**;
- (b) an item in the form A.B.[x] – is a reference to an item in the **Territory Standard Terms of Quotation**;
- (c) an item in the form A.C.[x] – is a reference to an item in the **Draft Additional Contract Terms**;
- (d) an item in the form C.A.[x] – is a reference to an item in the **Statement of Work**;
- (e) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**; and
- (f) a clause in the form C.C.[x] – is a reference to a clause in the **Territory Contract Terms**.

A reference to legislation or to provisions in legislation, include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

"Acceptable Quality" means quality of goods that is:

- (a) fit for all the purposes for which goods of that kind are commonly supplied;
- (b) acceptable in appearance and finish;
- (c) free from defects;
- (d) delivered at the times to the places detailed in the *Statement of Work*;
- (e) safe; and
- (f) durable,

as the Customer, acting reasonably and being fully acquainted with the state and conditions of the goods (including any hidden defects of the goods), would regard as being acceptable having regard to the following matters:

- (g) the nature of the goods;
- (h) the price of the goods (if relevant);
- (i) any statements made about the goods on any packaging or label on the goods;
- (j) any representation made about the goods by the Supplier; and
- (k) any other relevant circumstances relating to the supply of the goods.

"Acceptance Period" has the meaning given in clause C.A.2(d) [*Delivery and Acceptance*], if specified

"Acceptance Tests" has the meaning given in clause C.A.2(d) [*Delivery and Acceptance*]

"Additional Contract Terms" means the terms and conditions set out in the section of the Contract with the heading "Additional Contract Terms".

"Business Day" means any day between Monday to Friday and not including any official public holidays in the Australian Capital Territory.

"Canberra Region" means the area comprising the Australian Capital Territory and the NSW Member Councils including Bees Valley, Eurobodalla, Goulburn-Mulwaree, Hilltops, Queenbeyan-Palerang, Snowy Monaro, Upper Lachlan, Wingecarribee and Yass Valley.

"Confidential Text" means any text of this Contract that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in clause C.A.9 [*Confidential Text under the Government Procurement Act 2002 (ACT)*] as being Confidential Text.

"Contract" means an agreement for the provision of Goods and/or Services comprising the documentation specified in clause C.C.4 [*Precedence of Documents*].

"Contract Manager" means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

"Contract Price" means the total price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

"Contract Term" has the meaning given in Item C.A.1 [*Key Events and Dates*].

"Correctly Rendered Invoice" means an invoice that:

- (a) is correctly addressed and calculated in accordance with the Contract;
- (b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- (c) includes any purchase order number, and the name and phone number of the Customer's Contract Manager;
- (d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- (e) is a valid tax invoice in accordance with the GST Act.

"Customer" means the party specified in a Contract as a Customer and, unless a contrary intention is expressed, references to "Customer" include any employees, agents or subcontractors of the Customer.

"Customer Information" the kind of information that:

- (a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Customer which are by their nature confidential;
 - (b) is notified (whether in writing or not) by the Customer to the Supplier as being confidential; or
 - (c) is Personal Information,
- but does not include information that:
- (d) is or becomes public knowledge other than by breach of a Contract;
 - (e) has been independently developed or acquired by the Supplier; or
 - (f) has been notified by the Customer to the Supplier as not being confidential.

"Customer Material" means any material provided by the Customer to the Supplier for the purposes of this Contract including documents, equipment, information and data stored by any means, including, without limitation, any specified in item C.A.2(g) in the *Statement of Work*.

"Delivery and Acceptance" means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.



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"**Draft Additional Contract Terms**" means the terms and conditions set out in the section of the Request for Quotation with the heading "Draft Additional Contract Terms".

"**Goods and Services**" means:

- (a) the Goods, Services or Goods and Services and any Material specified in the Contract; and
- (b) all such incidental Goods and Services that are reasonably required to achieve the purpose of the Customer specified in the Contract.

"**GST Act**" means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"**GST**" means a Commonwealth goods and services tax imposed by the GST Act.

"**Information Privacy Act**" means the Information Privacy Act 2014 (ACT).

"**LIPP**" means the Territory's Local Industry Participation Policy.

"**Local**" means located within the Canberra Region, recognising constraints on application arising from the Territory's participation in Inter-jurisdictional procurement and trade agreements.

"**Intellectual Property Rights**" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

"**Material**" means any material brought into existence as part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

"**Moral Rights**" means the rights in Part IX of the Copyright Act 1968 (Cth) including the right of attribution, the right against false attribution and the right of integrity.

"**Notice**" means an official notice or communication under the contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

"**Personal Information**" has the meaning set out in the Information Privacy Act.

"**Potential Supplier**" means a Respondent.

"**Pre-Existing Material**" means all material in existence at the date of this Contract and used by the Supplier for the purpose of providing the Goods and/or Services, including documents, information and data stored by any means.

"**Prescribed Insurer**" means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard and Poor's.

"**Procurement Act**" means the Government Procurement Act 2001 (ACT).

"**Requirement**" means:

- (a) when used in the Request for Quotation, the Goods and Services described in A.4.2 [The Requirement]; and
- (b) when used in the Territory Contract Terms, the Goods and Services described in the section of the Statement of Work with the heading "The Supplies".

"**Respondent**" means the legal entity that submits a response to a Request for Quotation.

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"**Response**" means a quotation lodged by a respondent in response to a Request for Quotation.

"**RFO**" means a Request for Quotation.

"**SME**" means Small to Medium Enterprise as defined by the Australian Bureau of Statistics (ABS) as businesses employing less than 200 people, or in accordance with the ABS Estimated Value of Agricultural Operations.

"**Specified Personnel**" means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

"**Statement of Requirement**" means the statement of the Customer's requirement issued in the approach to the market for the Goods and/or Services (howsoever named).

"**Statement of Work**" means the section of the Contract, as the case may be, with the heading "Statement of Work".

"**Supplier**" means a party specified in a Contract as a Supplier and, unless a contrary intention is expressed, references to "Supplier" include any employees, agents or subcontractors of the Supplier.

"**Supplies**" has the same meaning as Goods and Services.

"**Support Material**" is Pre-Existing Material specified as support material in the Statement of Work (if any).

"**Territory**" means, when used in a geographical sense the Australian Capital Territory, when used in any other sense the body politic established under the Australian Capital Territory (Self-Government) Act 1988 (Cth).

"**TPPs**" means the Territory Privacy Principles provided for in section 13, and set out in Schedule 1, of the Information Privacy Act.

"**TPP Code**" means a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Supplier in the provision of the Goods and/or Services.

"**Warranty Period**" means the period of warranty for the Goods specified in item C.4.7 in the Statement of Work or, if no warranty period is specified, 90 days from the date of acceptance of the Goods by the Customer in accordance with clause C.C.11 [Delivery and Acceptance].

"**WHS Legislation**" means:

- (a) the Work Health and Safety Act 2011 (ACT);
- (b) the Work Health and Safety Regulation 2011 (ACT);
- (c) all instruments issued under the Work Health and Safety Act 2011 (ACT) or the Work Health and Safety Regulation 2011 (ACT);
- (d) all laws that replace the above laws; and
- (e) all other laws applicable in the Australian Capital Territory dealing with work health and safety matters.

Page 2 of 2



Supplier Complaint Form

CHS2020121501

SUPPLIER COMPLAINT FORM

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
CHS2020121501

SECTION 3 ACKNOWLEDGMENT		
I confirm that all 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 <i>Criminal Code 2002 (ACT)</i> 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.		

From: Ludvigson, John (Health)
Sent: Friday, 28 May 2021 12:26 PM
To: Jean, David (Health); Walton, Nasa (Health); Peffer, Dave (Health); Gilbert, Dave (Health); Mooney, Colm (Health)
Cc: Greenaway, Elaine (Health)
Subject: RE: Brand Refresh Project Request for Quotation

UNOFFICIAL

The proposal looks great David. Nothing further from me.

John

John H. Ludvigson | Senior Director, Operational Support Services
Infrastructure and Health Support Services | Canberra Health Services | ACT Government
T: (02) 512 49721 | **M:** [REDACTED] | **E:** john.ludvigson@act.gov.au
Canberra Hospital Building 3, Level 1, Yamba Drive Garran ACT 2605



From: Jean, David (Health) <David.Jean@act.gov.au>
Sent: Friday, 28 May 2021 7:58 AM
To: Walton, Nasa (Health) <Nasa.Walton@act.gov.au>; Ludvigson, John (Health) <John.Ludvigson@act.gov.au>; Peffer, Dave (Health) <Dave.Peffer@act.gov.au>; Gilbert, Dave (Health) <Dave.Gilbert@act.gov.au>; Mooney, Colm (Health) <Colm.Mooney@act.gov.au>
Cc: Greenaway, Elaine (Health) <Elaine.Greenaway@act.gov.au>
Subject: Brand Refresh Project Request for Quotation

UNOFFICIAL

Hi Dave P, Colm, Nasa, Dave G and John,

Please see attached a draft request for quotation for an audit of the CHS brand and how it is applied across the board, as well as a brand execution strategy/roadmap with recommendations for how it can be implemented. Elaine has done a great job getting this brief together (she was burning the midnight oil last night) and we're hoping to push the button pretty soon on this project.

Nasa – as discussed earlier in the week can you have a look and advise if you think we need to include a point about the Digital Health Record in there?

Dave G – just double checking you are happy with the approach in regards to the artwork? With this approach we will get recommendations about how the artwork should be integrated into the whole strategy. We can then contract someone to execute the recommendations etc. I'll speak to Joyce about it as well.

John – for your visibility from a Wayfinding perspective.

Dave P and Colm – for your visibility.

We'd like to move on this pretty quickly, so feedback today would be greatly appreciated if that is possible – apologies for the tight timeframe. There will be ample opportunity for engagement/input during the audit.

I'm on the mobile if any questions.

Thanks,

David Jean

Executive Branch Manager

Strategic Communication and Engagement

Canberra Health Services | ACT Government

P. (02) 512 46115 | M. [REDACTED] | E. David.Jean@act.gov.au

Canberra Health Services media on-call phone: [REDACTED]

RELIABLE | PROGRESSIVE | RESPECTFUL | KIND

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From: Gilbert, Dave (Health)
Sent: Friday, 28 May 2021 12:59 PM
To: Jean, David (Health)
Cc: Greenaway, Elaine (Health); Walton, Nasa (Health); Ludvigson, John (Health); Peffer, Dave (Health); Mooney, Colm (Health)
Subject: RE: Brand Refresh Project Request for Quotation
Attachments: DRAFT_Brand Refresh Project Request for Quotation v.2 CLEAN.dotx

UNOFFICIAL

David

Looks good. I have suggested a minor change in track changes in the attached:

“Development of a brand execution strategy and/or roadmap which details how recommendations from the audit can be implemented, including integration of the new Aboriginal and Torres Strait Islander artwork. “

Dave Gilbert

Director Project Delivery | Infrastructure and Health Support Services

T: (02) 5124 7791 | M: [REDACTED] | E: dave.gilbert@act.gov.au

Building 24, Level 2, The Canberra Hospital, Garran ACT 2605



RELIABLE | PROGRESSIVE | RESPECTFUL | KIND

From: Walton, Nasa (Health) <Nasa.Walton@act.gov.au>
Sent: Friday, 28 May 2021 12:00 PM
To: Jean, David (Health) <David.Jean@act.gov.au>; Ludvigson, John (Health) <John.Ludvigson@act.gov.au>; Peffer, Dave (Health) <Dave.Peffer@act.gov.au>; Gilbert, Dave (Health) <Dave.Gilbert@act.gov.au>; Mooney, Colm (Health) <Colm.Mooney@act.gov.au>
Cc: Greenaway, Elaine (Health) <Elaine.Greenaway@act.gov.au>
Subject: RE: Brand Refresh Project Request for Quotation

UNOFFICIAL

Hi David

Please find a draft inclusion for the DHR for your consideration.

Cheers Nasa

From: Jean, David (Health) <David.Jean@act.gov.au>
Sent: Friday, 28 May 2021 7:58 AM
To: Walton, Nasa (Health) <Nasa.Walton@act.gov.au>; Ludvigson, John (Health) <John.Ludvigson@act.gov.au>; Peffer, Dave (Health) <Dave.Peffer@act.gov.au>; Gilbert, Dave (Health) <Dave.Gilbert@act.gov.au>; Mooney, Colm (Health) <Colm.Mooney@act.gov.au>

Cc: Greenaway, Elaine (Health) <Elaine.Greenaway@act.gov.au>

Subject: Brand Refresh Project Request for Quotation

UNOFFICIAL

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I'm on the mobile if any questions.

Thanks,

David Jean

Executive Branch Manager

Strategic Communication and Engagement

Canberra Health Services | ACT Government

P. (02) 512 46115 | M. [REDACTED] | E. David.Jean@act.gov.au

Canberra Health Services media on-call phone: [REDACTED]

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Request for Quotation – CHS 2021041502



Territory Request for Quotation

Reference ID: CHS 2021041502

This *Territory Request for Quotation* (RFQ) is seeking responses for the provision of: **(the Requirement)**.

The ACT Government as represented by Canberra Health Services, Procurement & Supply **(the Customer)** is seeking responses for the provision of Goods as described in this RFQ.

In submitting a response, Potential Suppliers are required to comply with all requirements set out in this RFQ, and if successful, agree to enter a contract which incorporates the enclosed *Territory Contract Terms*.

This RFQ must be read with the *Territory Standard Terms of Quotation*, which apply.

THRESHOLD ASSESSMENT CRITERIA

This RFQ has not specified any **Threshold Criteria**.



Request for Quotation – CHS 2021041502

Statement of Requirement

A.A.1 KEY DETAILS

RFQ Dates and Times

Event	Date	Time
Issue date:	4 June 2021	
Closing time:	5pm AEST on 18 June 2021	
Question closing time:	9 June 2021	

Contract Dates

Expected Contract Start date:	30 June 2021
The Goods are required to be delivered on or before:	30 July 2021
Contract Term:	4 weeks
Contract Extension Option:	Upon mutual agreement

A.A.2 THRESHOLD ASSESSMENT CRITERIA

Threshold criteria

We are looking for an agency which:

- Specialises in corporate brand management
- Must manage consultation process
- Indicate how they will consult with stakeholders throughout the process

A.A.3 THE REQUIREMENT

Background

Canberra Health Services (CHS) wishes to develop a strategy for revitalising the CHS brand.

The aim of the project is to ensure our brand is contemporary, supports our strategic priorities, reflects our values, and ultimately helps us realise our vision and role.

Since Canberra Health Services split from the Health Directorate (ACT Health) back in 2018, we haven't re-evaluated our brand strategy. As a result, we have several program/service/project brands and identifiers that have been created in isolation of the corporate brand, we still carry legacy branding from before we became CHS and many of our sub-brands do not appear to belong to the one organisation or the ACT Government. This lack of uniformity has led to confusion among staff and consumers, and we hypothesise that it is negatively impacting on the way CHS is perceived as an organisation and more importantly as a health service.

As our current graphic standards manual was developed before ACT Health split into two organisations it does not reflect our vision, values and role or consider the full scope of the work and/or services that CHS provides. It also doesn't reference the CHS signage wayfinding signage manual.



Request for Quotation – CHS 2021041502

While we have 'made do' up until now, several factors are driving the need for us to take a more strategic approach to branding, to resolve some of the issues we know exist and those we may not be aware of.

1. There is a significant capital works program taking place on the Canberra Hospital campus. With these projects we have an opportunity to set the tone for how we want to visually represent ourselves through these facilities. We need to ensure we do so strategically and with a future focus lens.
2. We have commissioned Aboriginal and Torres Strait Islander artwork with the intention that it will be used across our various touchpoints including uniforms, printed collateral, signage etc. As the intention is that this artwork is 'embedded in the fabric of the organisation' it's important we consider the artwork in relation to our brand and ensure we integrate the artwork in a respectful and culturally appropriate way.
3. We will be launching a new website in the second half of 2021. While the website design/look and feel has already been determined, the website has been developed/co-designed with consumers and stakeholders and the insights from this process could inform our brand strategy.
4. ACT Health is delivering a new digital health record in September 2022 which has it's own branding employee and public awareness campaign. The CHS branding strategy is needed to ensure that CHS patient, consumers and employee facing technology end points are included in the DHR Program's branding implementation to ensure change adoption and awareness into the future when the project is closed.

Commented [JD(1)]: Do we need a point about Digital Health Record?

Commented [WN(2R1)]: Absolutely! drafted

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Required Goods

We have endorsement to refresh and streamline the Canberra Health Services brand, to make it clear to staff and consumers who we are and what we stand for.

Therefore, the scope of the requirements include:

- A comprehensive audit/analysis of Canberra Health Services' brand and how it is applied across all touchpoints, including but not limited to:
 - our digital presence (website, intranet, social media)
 - physical spaces e.g. building fit out and wayfinding signage
 - marketing and communication collateral including consumer handouts, letters, videos, posters
 - uniforms.
- Development of a brand execution strategy and/or roadmap which details how recommendations from the audit can be implemented, including how we can and should go about including integrations of the new Aboriginal and Torres Strait Islander artwork. It will also need to guide CHS on which recommendations to prioritise and allocate resources accordingly.

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Commented [JD(3)]: Elaine, do you think we need need to specify that this be done in consultation and collaboration with the artist? Or will this part be done in phase 2, when we contract someone to develop the style guide?

Commented [GD(4R3)]: This would provide options to inform the development of the Style Guide.

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A.A.3 (a) Standards

Suppliers should demonstrate certification or compliance with the following standards:

Title	Description
ACT Government Design and Brand Guidelines (Attachment A)	ACT Government brand guidelines, notably: <ul style="list-style-type: none"> • Logo and Logo Application on pages 9 and 10 respectively • Secondary or accent colours which are based on the ACT Government secondary colours, page 14.



Request for Quotation – CHS 2021041502

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A.A.3 (b) Security

None specified

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

See the *Territory's Standard Contract Terms* clause C.C.22.1 [*Work Health and Safety*].

A.A.3 (d) Delivery and Acceptance

See the *Territory's Standard Contract Terms* clause C.C.11 [*Delivery and Acceptance*].

Delivery Instructions

Item Description	Delivery Address	Due
Design Files and Graphic Manual	Final and approved files to be delivered via email to Elaine.Greenaway@act.gov.au	30 July 2021

Delivery and Acceptance – Additional Instructions

A.A.3 (e) Meetings

Meetings can be arranged between the successful supplier and CHS, either via Webex or on site at CHS, as needed.

A.A.3 (f) Customer Material

CHS will provide existing research and brand guidelines, plus other information if requested and appropriate.

A.A.3 (g) Facilities and Assistance provided by the Customer

As required.

A.A.4 REQUEST FOR QUOTATION (RFQ) DISTRIBUTION

This RFQ and any updates will be distributed by via email.

Any questions relating to this RFQ must be directed to the Customer's Contact Officer at A.A.6 [CONTACT OFFICER].

A.A.5 LODGEMENT METHOD

eMail:

Responses should be lodged via Email:

- to chs.procurement@act.gov.au,
- identifying the Reference Number CHS in the subject line,

by the Closing Time specified in A.A.1 [CLOSING TIME].



Request for Quotation – CHS 2021041502

A.A.6 CUSTOMER'S CONTACT OFFICER

For all matters relating to this RFQ, the Customer's Contact Officer will be the person occupying the position of:

Position: Elaine Greenaway
Senior Director, Engagement (Internal)
CHS Strategic Communications and Engagement

Email: Elaine.Greenaway@act.gov.au

COMPLAINTS HANDLING

A Tenderer who wishes to make a complaint about a procurement activity must follow the process outlined in the ACT Government Supplier Complaints Management Procedure. This procedure can be accessed from the ACT Procurement website at www.procurement.gov.au.

Any complaints relating to this procurement should, in the first instance, be referred to the Customer's Contact Officer.

A.A.7 WARRANTY PERIOD (for Supplies that include Goods)

The following Warranty requirement and period are to apply:

A.A.8 INSURANCE

The Supplier should affect and maintain for the Term, all insurances required to be affected by it by law and the following insurances in the amounts stated:

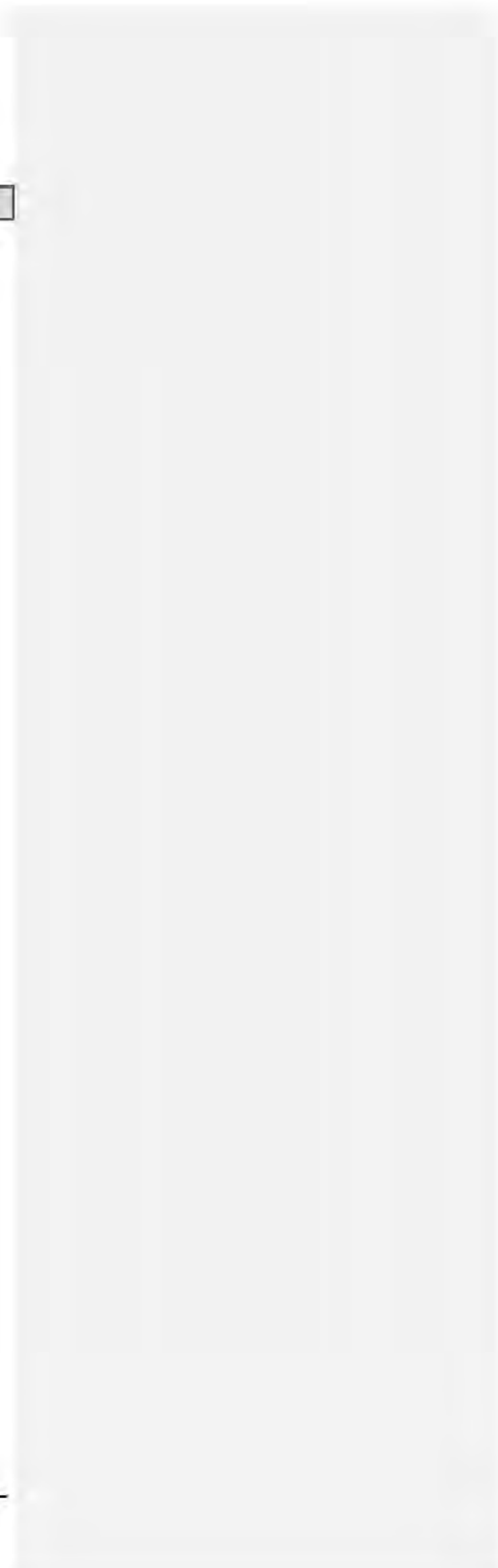
- (a) Public Liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence.
- (b) For Supplies that include services, professional indemnity insurance with coverage in the amount of no less than \$10 million in the annual aggregate.
- (c) For Supplies that include goods, product liability insurance to a value of \$10 million in the annual aggregate.

The Supplier must provide evidence of the insurance if required by the Customer.



Request for Quotation – CHS 2021041502

DRAFT ADDITIONAL CONTRACT TERMS





Request for Quotation – CHS 2021041502

TERRITORY STANDARD TERMS OF QUOTATION

A.B.1 Background

Some terms used in this document have been given a special meaning. Their meanings are set out in the Territory Glossary of Terms.

Discrepancies, Misdescriptions, Error and Omissions

The Request for Quotation (RFQ) may contain information that may be described as data, documents, and images, prepared by Territory agencies. While that information has been formulated with care, the Customer does not warrant or represent that it is free from misdescription, error or omission.

A Potential Supplier who utilises an automatic language translation service in connection with this RFQ does so at its own risk.

Amendments to RFQ

The Customer may amend, or clarify any aspect of this RFQ, prior to the Closing Time by issuing a formal amendment to this RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will be issued simultaneously to all Potential Suppliers, as far as practicable.

Queries and clarifications

Any queries regarding this RFQ should be addressed to the contact officer as set out in clause A.A.6 [Customer's Contact Officer].

Costs of Submitting a Response

No contract will be formed until executed by the Customer. The Customer, acting in good faith, may discontinue this RFQ, decline to accept any Response, decline to issue any contract, or satisfy its requirement separately from this RFQ process.

Participation in any stage of an RFQ is at the Potential Supplier's sole risk and cost.

A.B.2 Precedence of Documents

If there is inconsistency between any of the parts of this RFQ, the following order of precedence shall apply:

- Request for Quotation (RFQ),
- Territory Standard Terms of Quotation; and
- Territory Glossary of Terms.

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

A.B.3 Customer and Reference Material

The Customer will make available the Customer's material (if any) specified in clause A.A.3(f) [Customer Material].

If this RFQ references any other materials, including but not limited to, reports, plans, drawings, samples or other reference material which are publicly available (including at a cost), the Potential Supplier is responsible for obtaining the referenced material and considering it in framing their Response.

A.B.4 Lodging a Response

Acknowledgement

By lodging a Response, Potential Suppliers agree that the Response will remain open for acceptance for ninety (90) calendar days from the date set out in clause A.A.1 [Closing Time] and to sign a Contract which incorporates the Territory Contract Terms.

The Customer will not be liable to the Potential Supplier on the basis of any promissory estoppel, contractual, quasi contractual

or restitutionary grounds whatsoever arising as a consequence of any matter relating or incidental to a Potential Supplier's participation in this RFQ process.

This includes instances where the Potential Supplier is not invited to participate in any subsequent process following completion of this RFQ process; the Customer varies or terminates this RFQ process; or the Customer decides not to contract for all or any of the requirements.

Price Basis, English Language and Metric Units

Potential Suppliers should submit Responses using the Response Form provided.

The Response must be in English.

Prices must be quoted in Australian currency and must show the GST exclusive price, the GST component, if any, the GST inclusive price, all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas.

All dimensions and units on plans and drawings and all references to measurements must be in metric units.

Non-Conforming Responses

A Response that:

- is at variance with or does not respond to or does not fully comply with any requirement of the RFT; or
 - is incomplete, cannot be read or decrypted; or
 - potentially contains any virus, malicious code or anything else that might compromise the integrity or security of Tenders ACT and/or the Territory's ICT environment
- may be deemed to be non conforming.

The Territory may at its absolute discretion, in respect of a Tender that is non conforming or which has been deemed by the Territory to be non conforming having regard to any Conditions of Tender:

- reject and not further consider the Tender;
- ignore any non-conformance in the Tender and assess the Tenders against the Assessment Criteria; or
- if it is possible to correct the non-conformance without affecting the probity of the Tender process, permit the Tenderer to do so.

Alternative Responses

Potential Suppliers may submit Responses for alternative methods of addressing the Customer's Statement of Requirement described in this RFQ, where the option to do so was stated in this RFQ or agreed in writing with the Customer prior to the Closing Time.

Potential Suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

Lodgement and Closing Time

The Response must be lodged as set out in clause A.A.5 [Lodgement Method] prior to the A.A.1 [Closing Time].

Extensions and Late Response

The Customer will only agree to extensions to the Closing Time in exceptional circumstances and, if approved, the extension will apply equally to all Potential Suppliers. The Customer will not consider any Responses received after the Closing Time specified in this RFQ unless the response is late as a consequence of the Customer's mishandling.



Request for Quotation – CHS 2021041502

TERRITORY STANDARD TERMS OF QUOTATION

Further Information, Clarification and Enquiries

The Customer may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all Potential Suppliers in relation to their Responses. In doing so, the Customer will not allow any Potential Supplier to substantially tailor or amend their Response.

Improper Conduct

Potential Suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive or any other similar conduct with any other Potential Supplier or person, or offer any unlawful inducements in relation to their Response or this RFQ process.

Conflict of Interest

Potential Suppliers must notify the Customer immediately if any actual, potential or perceived conflict of interest arises. A perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions may be compromised.

A.B.5 Evaluation

The Customer will evaluate Responses in accordance with the *Government Procurement Act 2001* (ACT), *Government Procurement Regulation 2007* (ACT) and related Territory procurement policies, to determine the best value for money outcome for the Customer.

Threshold Assessment Criteria

The Customer will exclude from consideration any Response that does not meet clause A.A.2 (*Threshold Assessment Criteria*), if any, and the Response will not be considered for further assessment against the Comparative Assessment Criteria.

Assessment Criteria

Unless otherwise stated in an RFQ, the Customer will assess Value for money, in consideration of:

- the extent to which the Potential Supplier's Response meets the Customer's requirement set out in this RFQ;
- the extent to which the Potential Supplier's Response demonstrates the Potential Supplier's capacity to provide the requirement;
- the whole of life costs to be incurred by the Customer (noting this criterion may consider both the quoted price and any costs which the Customer would incur as a result of accepting any Potential Supplier's Response);
- the risk (which may include, without limitation, financial risk and risk arising as a result of the Response being assessed as an unacceptably high risk against any Assessment Criteria); and
- any other matters specified as assessment criteria in this RFQ.

Viability

If requested by the Customer, the Potential Supplier must be able to demonstrate its ability to remain viable over the Contract Term and must promptly provide the Customer with such information or documentation as the Customer reasonably requires.

Reference Checks

The Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier.

Selection of Supplier and Debrief

The Customer is under no obligation to select any Response and may vary or discontinue this RFQ process upon giving written notice to Potential Suppliers.

Upon conclusion of this RFQ assessment process the Customer may commence contract negotiations with Potential Supplier(s), however is not obliged to execute a contract with any Potential Supplier.

The Customer will notify unsuccessful Potential Suppliers of the final decision and, if requested, will debrief Potential Suppliers following the award of a contract.

A.B.6 Disclosure

Potential Suppliers acknowledge that the Territory may be required to disclose information, either under the *Freedom of Information Act 2016* (ACT) or by the responsible Minister in the Legislative Assembly.

A.B.7 Confidentiality of Potential Supplier's Information

Potential Suppliers should note that if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify any aspects of their Response or the proposed Contract that they consider should be kept confidential, including reasons.

Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers appropriate.

In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information, in accordance with A.B.A (*Notifiable Contracts*).

A.B.8 Criminal Code

Potential Suppliers should be aware that the giving of false or misleading information to the Territory is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).

The Potential Supplier must ensure that any intended subcontractors participating in the Potential Supplier's Response are aware of the information in this clause.



Request for Quotation – CHS 2021041502

TERRITORY STANDARD TERMS OF QUOTATION

A.B.A. Notifiable Contracts

Potential Suppliers must specify in writing if they believe any information in relation to this ATM is confidential and wishes that information to be treated as confidential in any potential contract.

Potential Suppliers are advised that under the *Government Procurement Act 2001* (ACT) the Territory must publish prescribed information about invoices with a value of \$25,000 (inclusive of GST) or more ("notifiable invoices") on the "Notifiable Invoices Register". Refer www.procurement.act.gov.au

Potential Suppliers should seek their own legal advice as to the implications for them of the notifiable contracts and notifiable invoices provisions of the *Government Procurement Act 2001* (ACT).

A.B.B. Affirmative Action

The Customer will not enter into a contract with a Potential Supplier named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).

A.B.C. Ownership of Responses

All Responses lodged in accordance with this RFQ become the property of the Territory, which may use each Response for assessment purposes.

A Potential Supplier:

- (a) retains intellectual property rights in their Response; and
- (b) authorises the Territory, subject to any other person's rights, to communicate, reproduce, use or supply the content of their Response for any purpose in respect of the assessment of their Response; and
- (c) must specify in their Response if any intellectual property or moral rights vest in an entity or a person other than the Potential Supplier, naming the entity or person, and indicating to what extent this authorisation in paragraph (b) may be limited.

A.B.D. Complaints Handling

The Potential Supplier should notify the contact officer, as set out in clause A.A.6 (*Customer's Contact Officer*), of the nature of any complaint in regard to the procurement activity.

If the Customer's Contact Officer cannot resolve the matter, the Potential Supplier will then submit a completed Supplier Complaint Form.

The contact officer will provide a written acknowledgement of the receipt of the Supplier Complaint Form within 2 business days.

A Complaint received and managed under the Territory Supplier Complaints Management Procedure will not generally stop or reverse any decision made by a Territory Entity.



Request for Quotation – CHS 2021041502

TERRITORY CONTRACT TERMS

C.C.1 Background

- a) The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.
- b) Some terms used in these *Territory Contract Terms* have been given a special meaning. Their meanings are set out either in the *Territory Glossary of Terms* or in the relevant Contract.
- c) In the Contract, unless a contrary intention is expressed:
 - i) references to "Supplier" include any employees, agents or subcontractors of the Supplier;
 - ii) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
 - iii) words in the singular include the plural and vice versa;
 - iv) headings are for convenience only and do not affect the construction or interpretation of this Contract;
 - v) an obligation imposed on more than one person binds them jointly and severally; and
 - vi) the word "include" and any derivation is not to be construed as a word of limitation.

C.C.2 Relationship of the Parties:

- a) Neither party is the employee, agent, officer or partner of the other party nor, by virtue of the Contract, authorised to bind or represent the other party.
- b) The Supplier must ensure that its officers, employees, agents or subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.
- c) In all dealings related to the Contract, the parties agree to:
 - i) communicate openly with each other and cooperate in achieving the contractual objectives; and
 - ii) act honestly and ethically; and
 - iii) comply with reasonable commercial standards of fair conduct; and
 - iv) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
 - v) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

- a) The Supplier has either declared any real or perceived conflicts of interest that might arise, or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.
- b) If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

- a) The Contract is comprised of:
 - i) *Additional Contract Terms* (if any);
 - ii) *Territory Glossary of Terms*;
 - iii) *Territory Contract Terms*; and
 - iv) *Statement of Work*; and
 - v) *Contract Annex 1 – Supplementary Information* (if any),
 unless otherwise agreed in writing between the parties.
- b) If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.
- c) The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement:

- a) The Contract represents the parties' entire agreement in relation to the subject matter, at the time the Contract was entered.
- b) Anything that occurred before the making of the Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the Request for Quotation were correct when made and remain correct.
- c) The parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either party unless in writing and agreed by both parties.
- d) If either party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

Clauses C.C.14 (a), (b) and (c) [*Liability of the Supplier*], C.C.17 (d) and (e) [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Territory Laws and Policies*], C.C.23 [*Access to Supplier's Premises and Records*], C.C.25 [*Non-disclosure of Customer Information*], C.C.26 [*Fraud*] and any other provisions stated as surviving termination of this Contract will survive termination or expiry of the Contract.

C.C.8 Notices:

- a) A Notice is deemed to be effected:
 - i) if delivered by hand - upon delivery to the relevant address;
 - ii) if sent by registered post - upon delivery to the relevant address; or
 - iii) if transmitted electronically - upon actual delivery as evidenced by a delivery receipt by the addressee.
- b) A Notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

C.C.9 Assignment:

- a) The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a



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- Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.
- b) To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.
- C.C.10 Subcontracting:**
- a) Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- b) The Supplier must ensure that Subcontractors specified in Item C.A.6 [Subcontractors] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6.
- c) The Supplier must ensure that specified Subcontractors in Item C.A.6 [Subcontractors] (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- d) The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- e) The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).
- f) At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.
- C.C.11 Delivery and Acceptance:**
- a) The Supplier must provide the Goods and/or Services as specified in the Statement of Work and meet any requirements and standard specified in the Statement of Work.
- b) The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in Item C.A.2(d) [Delivery and Acceptance] and advise the Customer when it will be able to do so.
- c) Any Goods must be delivered at the times and to the places detailed in Item C.A.2(3) [Delivery and Acceptance], free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the Statement of Work.
- d) The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Statement of Work at Item C.A.2(d) [Delivery and Acceptance], if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").
- e) If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- f) If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended, if applicable) the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- g) If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.
- h) If requested by the Customer, the Supplier must provide the Customer with evidence to the Customer's satisfaction that the Goods are free of any encumbrance including any security interest.
- i) The Supplier bears all risks for and associated with the Goods and their delivery to the Customer until the Goods have been delivered to and accepted by the Customer and (if required in the Statement of Work) installed and/or commissioned, including but not limited to insurance for the full replacement value of the Goods.
- C.C.12 Licences Approvals and Warranties:**
- a) During the Warranty Period for the Goods the Supplier must without delay and at no cost to the Customer correct all defects in the Goods by way of repair, replacement or such other means acceptable to the Customer. The Supplier is liable for all costs incidental to the discharge of the warranty in this clause C.C.12(a) and any other warranty given in respect of the Goods, including any packaging, freight, disassembly and reassembly costs.
- b) The Supplier warrants that no virus, worm, or other malicious code will be introduced into the Customer's systems as a result of the provision of any Goods and Services by the Supplier.
- c) At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- d) The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- e) To the extent permitted by law and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.



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- f) The Customer owns the Intellectual Property Rights in the Customer Material and the Material.
- g) To the extent the Supplier or a third party holds any Intellectual Property rights in any Pre-Existing Material, the Supplier grants to the Customer a royalty free, irrevocable, non-exclusive licence to enable the Customer to exercise full rights and interest in the Intellectual Property Rights in the Pre-Existing Material, including a right to sublicense. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.
- h) The Customer grants to the Supplier a non-exclusive, royalty free licence for the term of the Contract to exercise the Intellectual Property Rights in the Material and the Customer Material for the sole purpose of fulfilling its obligations under the contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.
- i) Intellectual Property Rights in Goods provided under the Contract, and pre-existing Intellectual Property Rights of the Supplier will not change as a result of the Contract.
- C.C.13 Specified Personnel:**
- a) The Supplier must ensure that the Specified Personnel set out in Item C.A.5 (Specified Personnel) (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- b) At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:
- is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
 - is not a fit and proper person; or
 - is not suitably qualified to perform the Services.
- c) Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.
- C.C.14 Liability of the Supplier:**
- a) The Supplier indemnifies the Customer, its employees and agents against liability in respect of any claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Supplier, its employees, agents or subcontractors in connection with its obligations or representations under the Contract.
- b) The Supplier's obligation to indemnify the Customer, its employees and agents will reduce proportionally to the extent that any act or omission, on the part of the Customer, its employees or agents contributed to the claim, loss or damage.
- c) The parties acknowledge the Supplier's liability under this clause may be limited under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.
- d) The Supplier must effect and maintain during the Contract Term all insurances required by law, and insurances in amounts not less than the amounts (if any) specified in Item C.A.8 (Insurances) with a Prescribed insurer and provide the Customer with proof when reasonably requested.
- C.C.15 Termination or Reduction for Convenience:**
- a) In addition to any other rights either party has under the Contract, the Customer acting in good faith, may at any time terminate the Contract or reduce the scope or quantity of the Goods and/or Services, by providing a Notice to the other party.
- b) If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- c) The Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions).
- d) The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 (Delivery and Acceptance) and item C.A.2(d) (Delivery and Acceptance) before the effective date of termination or reduction.
- e) If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- f) Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.
- C.C.16 Termination for Cause:**
- a) The Customer may terminate the Contract in whole or in part if:
- the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
 - the Customer rejects the Goods and/or Services in accordance with clause C.C.11 (Delivery and Acceptance) and the Goods and/or Services are not remedied as required by the Notice of rejection;
 - the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
 - the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- b) Subject to complying with any requirements in the *Corporations Act 2002* (Cth), the Customer may issue a Notice to terminate this Contract, in whole or in part, if the Supplier:
- is unable to pay all its debts when they become due;



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- i) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2003* (Cth); or
- ii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966* (Cth).
- c) Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.
- C.C.17 Supplier Payments:**
- a) The Customer must pay the Supplier the Contract Price following its receipt of a Correctly Rendered Invoice and otherwise in accordance with Item C.A.3 (*Contract Price and Payment*) of the *Statement of Work*.
- b) The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.
- c) Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- d) If the Supplier owes any amount to the Customer in connection with the Contract or any other contract between the parties or between the Supplier and any other Territory entity as defined in section 3(1) of the *Procurement Act*, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.
- e) Except if otherwise stated in this Contract, the Contract Price is:
- payable within 30 days of receipt by the Customer of a Correctly Rendered Invoice;
 - inclusive of GST and all other taxes, duties and charges; and
 - inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.
- f) If, after payment, any invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Supplier as the case may be and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Customer to the Supplier under the Contract.
- C.C.18 Dispute Resolution:**
- a) For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (i) to (iv) of this clause sequentially:
- both Contract Managers will try to settle the dispute by direct negotiation;
 - if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
 - if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
 - if failing settlement within a further ten (10) Business Days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) Business Days of the request.
- b) Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.
- c) The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
- d) If the dispute is not resolved within thirty (30) Business Days after mediation commences, either the Supplier or the Customer may commence legal proceedings.
- e) Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.
- f) This procedure for dispute resolution does not apply to action relating to clause C.C.16 (*Termination for Cause*) or to legal proceedings for urgent interjurisdictional relief.
- C.C.19 Transition in:**
- The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.
- C.C.20 Transition Out:**
- If the Contract expires or is terminated under clause C.C.16 (*Termination for Cause*) the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.
- C.C.21 Compliance with Laws:**
- The Supplier must comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.
- C.C.22 Compliance with Territory Laws and Policies:**
- a) The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all laws and Territory policies relevant to the Goods and/or Services.
- b) Without limiting clause C.C.22(a), if the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to H below, it must:
- immediately report it to the Customer and provide a written report on the matter within five (5) Business Days; and
 - comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.
- C.C.23 Access to Supplier's Premises and Records:**
- a) The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.



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- b) Without limiting the powers of the Territory's Auditor-General under the Auditor-General Act 1996 (ACT), the Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any audit or review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the Freedom of Information Act 1982 (CI) or Freedom of Information Act 2016 (ACT).
- c) The Supplier must act reasonably to cooperate with persons authorised to conduct an audit or checks and allow the Customer (at the Customer's expense) to take copies of all relevant records.
- d) The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Territory record (as defined in the Territory Records Act 2002 (ACT)) without the prior written consent of the Customer. All Territory records, including any held by subcontractors, must be returned to the Customer at the conclusion of the Contract.
- C.C.24 Information Privacy Act Requirements:**
- a) In respect of any Personal Information held in connection with the Contract, the Supplier must:
- comply with the Territory Privacy Principles (TPPs) and any applicable TPP Code and must not lend, procure that any subcontractor engaged by the Supplier does not act or engage in a practice that breaches a TPP or a TPP Code; and
 - co-operate with any reasonable requests or directions of the Customer arising directly from, or in connection with, the exercise of the functions of the Information Privacy Commissioner under the Information Privacy Act.
- C.C.25 Non-Disclosure of Customer Information:**
- a) The Supplier must:
- use Customer Information held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;
 - not transfer Customer Information held in connection with this Contract outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without prior written approval of the Customer; and
 - notify the Customer immediately if the Supplier becomes aware that a disclosure of Customer Information may be required by law or any unauthorised disclosure of Customer Information has occurred.
- b) Other than as provided in the Contract, the Supplier must not disclose to any person, other than the Customer, any Customer Information, without prior written approval from the Customer. This obligation will not be breached where the Customer Information is:
- required or authorised to be disclosed by law or a stock exchange;
 - disclosed to the Supplier's solicitors, auditors, insurers or advisers;
 - publicly available (other than through breach of a confidentiality or non-disclosure obligation); or
 - in the possession of the Supplier without restriction in relation to disclosure before the date of receipt from the Customer.
- c) The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to non-disclosure of the Customer's confidential information in a form acceptable to the Customer.
- C.C.26 Security and Safety:**
- a) When accessing any Territory place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.
- b) The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.
- C.C.27 Criminal Code:**
- a) The Supplier acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of the Contract (other than to a person to whom the Supplier is authorised to publish or disclose the fact or document) may be an offence under section 159 of the Crimes Act 1900 (ACT). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.
- C.C.28 Fraud:**
- a) For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Territory or causing a loss to the Territory by deception or other means.
- b) The Supplier must take all reasonable steps to prevent, and detect Fraud in relation to the performance of the Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of the Contract.
- c) If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.
- C.C.29 Taxation:**
- a) The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.
- C.C.30 Confidential Text under the Procurement Act:**
- a) In giving effect to the principles of open and accountable government, the Customer may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Contract may be a notifiable contract under the Procurement Act and, if so, the Customer will be required to make the text of this Contract available to the public, including by publication on a contracts register.



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- b) If Item C.A.9 [CONFIDENTIAL TEXT UNDER THE GOVERNMENT PROCUREMENT ACT 2001 (ACT)] states that this Contract is a notifiable contract under the Procurement Act, the grounds on which the text is confidential are set out in item C.A.9 and clause C.C.30 (c) applies.
- c) Except as provided in this Contract, the Customer must not disclose confidential text specified in the Contract to any person without the prior written consent of the Supplier (which consent will not be unreasonably withheld) except to the extent that the confidential text:
- v) is required or authorised to be disclosed under law;
 - vi) is reasonably necessary for the enforcement of the criminal law;
 - vii) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
 - viii) is generally available to the public;
 - ix) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Supplier;
 - x) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- xi) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.
- C.C.31 Work Health and Safety**
- a) The Supplier must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health and safety of persons at risk.
 - b) The Supplier must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter.
 - c) The Supplier must exercise a duty of utmost good faith to the Customer in carrying out the work under this Contract to enable the Customer to discharge the Customer's duties under the WHS Legislation.
 - d) The Supplier must provide the Customer with a written report on all work health and safety matters referable to the conduct of the Services or provision of the Goods if requested.
 - e) Without limiting the above, the Supplier must comply with any additional obligations set out in Item C.A.2(c) (if any).



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TERRITORY GLOSSARY OF TERMS

The following definitions apply unless the context otherwise requires, a reference to:

- (a) an item in the form A.A.[x] – is a reference to an item in the **Territory Request for Quotation**;
- (b) an item in the form A.B.[x] – is a reference to an item in the **Territory Standard Terms of Quotation**;
- (c) an item in the form A.C.[x] – is a reference to an item in the **Draft Additional Contract Terms**;
- (d) an item in the form C.A.[x] – is a reference to an item in the **Statement of Work**;
- (e) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**; and
- (f) a clause in the form C.C.[x] – is a reference to a clause in the **Territory Contract Terms**.

A reference to legislation or to provisions in legislation, include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

"Acceptable Quality" means quality of goods that is:

- (a) fit for all the purposes for which goods of that kind are commonly supplied;
- (b) acceptable in appearance and finish;
- (c) free from defects;
- (d) delivered at the times to the places detailed in the *Statement of Work*;
- (e) safe; and
- (f) durable,

as the Customer, acting reasonably and being fully acquainted with the state and conditions of the goods (including any hidden defects of the goods), would regard as being acceptable having regard to the following matters:

- (g) the nature of the goods;
- (h) the price of the goods (if relevant);
- (i) any statements made about the goods on any packaging or label on the goods;
- (j) any representation made about the goods by the Supplier; and
- (k) any other relevant circumstances relating to the supply of the goods.

"Acceptance Period" has the meaning given in clause C.A.2(d) [*Delivery and Acceptance*], if specified

"Acceptance Tests" has the meaning given in clause C.A.2(d) [*Delivery and Acceptance*]

"Additional Contract Terms" means the terms and conditions set out in the section of the Contract with the heading "Additional Contract Terms".

"Business Day" means any day between Monday to Friday and not including any official public holidays in the Australian Capital Territory.

"Canberra Region" means the area comprising the Australian Capital Territory and the NSW Member Councils including Bees Valley, Eurobodalla, Goulburn-Mulwaree, Hilltops, Queenbeyan-Palerang, Snowy Monaro, Upper Lachlan, Wingecarribee and Yass Valley.

"Confidential Text" means any text of this Contract that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in clause C.A.9 [*Confidential Text under the Government Procurement Act 2002 (ACT)*] as being Confidential Text.

"Contract" means an agreement for the provision of Goods and/or Services comprising the documentation specified in clause C.C.4 [*Precedence of Documents*].

"Contract Manager" means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

"Contract Price" means the total price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

"Contract Term" has the meaning given in Item C.A.1 [*Key Events and Dates*].

"Correctly Rendered Invoice" means an invoice that:

- (a) is correctly addressed and calculated in accordance with the Contract;
- (b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- (c) includes any purchase order number, and the name and phone number of the Customer's Contract Manager;
- (d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- (e) is a valid tax invoice in accordance with the GST Act.

"Customer" means the party specified in a Contract as a Customer and, unless a contrary intention is expressed, references to "Customer" include any employees, agents or subcontractors of the Customer.

"Customer Information" the kind of information that:

- (a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Customer which are by their nature confidential;
 - (b) is notified (whether in writing or not) by the Customer to the Supplier as being confidential; or
 - (c) is Personal Information,
- but does not include information that:
- (d) is or becomes public knowledge other than by breach of a Contract;
 - (e) has been independently developed or acquired by the Supplier; or
 - (f) has been notified by the Customer to the Supplier as not being confidential.

"Customer Material" means any material provided by the Customer to the Supplier for the purposes of this Contract including documents, equipment, information and data stored by any means, including, without limitation, any specified in item C.A.2(g) in the *Statement of Work*.

"Delivery and Acceptance" means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.



Request for Quotation – CHS 2021041502

TERRITORY GLOSSARY OF TERMS

"**Draft Additional Contract Terms**" means the terms and conditions set out in the section of the Request for Quotation with the heading "Draft Additional Contract Terms".

"**Goods and Services**" means:

- (a) the Goods, Services or Goods and Services and any Material specified in the Contract; and
- (b) all such incidental Goods and Services that are reasonably required to achieve the purpose of the Customer specified in the Contract.

"**GST Act**" means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"**GST**" means a Commonwealth goods and services tax imposed by the GST Act.

"**Information Privacy Act**" means the Information Privacy Act 2014 (ACT).

"**LIPP**" means the Territory's Local Industry Participation Policy.

"**Local**" means located within the Canberra Region, recognising constraints on application arising from the Territory's participation in Inter-jurisdictional procurement and trade agreements.

"**Intellectual Property Rights**" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

"**Material**" means any material brought into existence as part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

"**Moral Rights**" means the rights in Part IX of the Copyright Act 1968 (Cth) including the right of attribution, the right against false attribution and the right of integrity.

"**Notice**" means an official notice or communication under the contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

"**Personal Information**" has the meaning set out in the Information Privacy Act.

"**Potential Supplier**" means a Respondent.

"**Pre-Existing Material**" means all material in existence at the date of this Contract and used by the Supplier for the purpose of providing the Goods and/or Services, including documents, information and data stored by any means.

"**Prescribed Insurer**" means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard and Poor's.

"**Procurement Act**" means the Government Procurement Act 2001 (ACT).

"**Requirement**" means:

- (a) when used in the Request for Quotation, the Goods and Services described in A.4.2 [The Requirement]; and
- (b) when used in the Territory Contract Terms, the Goods and Services described in the section of the Statement of Work with the heading "The Supplies".

"**Respondent**" means the legal entity that submits a response to a Request for Quotation.

January 2020

"**Response**" means a quotation lodged by a respondent in response to a Request for Quotation.

"**RFQ**" means a Request for Quotation.

"**SME**" means Small to Medium Enterprise as defined by the Australian Bureau of Statistics (ABS) as businesses employing less than 200 people, or in accordance with the ABS Estimated Value of Agricultural Operations.

"**Specified Personnel**" means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

"**Statement of Requirement**" means the statement of the Customer's requirement issued in the approach to the market for the Goods and/or Services (howsoever named).

"**Statement of Work**" means the section of the Contract, as the case may be, with the heading "Statement of Work".

"**Supplier**" means a party specified in a Contract as a Supplier and, unless a contrary intention is expressed, references to "Supplier" include any employees, agents or subcontractors of the Supplier.

"**Supplies**" has the same meaning as Goods and Services.

"**Support Material**" is Pre-Existing Material specified as support material in the Statement of Work (if any).

"**Territory**" means, when used in a geographical sense the Australian Capital Territory, when used in any other sense the body politic established under the Australian Capital Territory (Self-Government) Act 1988 (Cth).

"**TPPs**" means the Territory Privacy Principles provided for in section 13, and set out in Schedule 1, of the Information Privacy Act.

"**TPP Code**" means a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Supplier in the provision of the Goods and/or Services.

"**Warranty Period**" means the period of warranty for the Goods specified in item C.4.7 in the Statement of Work or, if no warranty period is specified, 90 days from the date of acceptance of the Goods by the Customer in accordance with clause C.C.11 [Delivery and Acceptance].

"**WHS Legislation**" means:

- (a) the Work Health and Safety Act 2011 (ACT);
- (b) the Work Health and Safety Regulation 2011 (ACT);
- (c) all instruments issued under the Work Health and Safety Act 2011 (ACT) or the Work Health and Safety Regulation 2011 (ACT);
- (d) all laws that replace the above laws; and
- (e) all other laws applicable in the Australian Capital Territory dealing with work health and safety matters.

Page 2 of 2



Supplier Complaint Form
CHS2020121501

SUPPLIER COMPLAINT FORM

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
CHS2020121501

SECTION 3 ACKNOWLEDGMENT		
I confirm that all 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 <i>Criminal Code 2002 (ACT)</i> 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.		

From: Peffer, Dave (Health)
Sent: Friday, 28 May 2021 1:52 PM
To: Jean, David (Health); Walton, Nasa (Health); Ludvigson, John (Health); Gilbert, Dave (Health); Mooney, Colm (Health)
Cc: Greenaway, Elaine (Health)
Subject: RE: Brand Refresh Project Request for Quotation

UNOFFICIAL

Looks good Dave, thanks.

Dave

From: Jean, David (Health) <David.Jean@act.gov.au>
Sent: Friday, 28 May 2021 7:58 AM
To: Walton, Nasa (Health) <Nasa.Walton@act.gov.au>; Ludvigson, John (Health) <John.Ludvigson@act.gov.au>; Peffer, Dave (Health) <Dave.Peffer@act.gov.au>; Gilbert, Dave (Health) <Dave.Gilbert@act.gov.au>; Mooney, Colm (Health) <Colm.Mooney@act.gov.au>
Cc: Greenaway, Elaine (Health) <Elaine.Greenaway@act.gov.au>
Subject: Brand Refresh Project Request for Quotation

UNOFFICIAL

Hi Dave P, Colm, Nasa, Dave G and John,

Please see attached a draft request for quotation for an audit of the CHS brand and how it is applied across the board, as well as a brand execution strategy/roadmap with recommendations for how it can be implemented. Elaine has done a great job getting this brief together (she was burning the midnight oil last night) and we're hoping to push the button pretty soon on this project.

Nasa – as discussed earlier in the week can you have a look and advise if you think we need to include a point about the Digital Health Record in there?

Dave G – just double checking you are happy with the approach in regards to the artwork? With this approach we will get recommendations about how the artwork should be integrated into the whole strategy. We can then contract someone to execute the recommendations etc. I'll speak to Joyce about it as well.

John – for your visibility from a Wayfinding perspective.

Dave P and Colm – for your visibility.

We'd like to move on this pretty quickly, so feedback today would be greatly appreciated if that is possible – apologies for the tight timeframe. There will be ample opportunity for engagement/input during the audit.

I'm on the mobile if any questions.

Thanks,

David Jean

Executive Branch Manager

Strategic Communication and Engagement

Canberra Health Services | ACT Government

P. (02) 512 46115 | M. [REDACTED] | E. David.Jean@act.gov.au

Canberra Health Services media on-call phone: [REDACTED]

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Canberra Health Services Committee Cover Sheet

Committee:	Executive Committee
Meeting Date:	5 April 2022
Paper Title:	CHS Brand Project Phase 2

Decision or discussion requested from the Committee:	Agreement to progress with CHS Brand Project Phase 2, subject to approved funding in the 2022-23 budget
--	---

How will this improve the quality and safety of our care?	<p>A leading specialist provider - improved brand image will help position CHS as an employer of choice, thus improving our ability to attract and retain high calibre staff</p> <p>A great place to work - we cannot make CHS a great place to work if we lack a strong employee value proposition and if signage, uniforms and other livery don't inspire a sense of pride in who we are and what we do</p> <p>A partner to improve people's health – research shows positive hospital brand image improves patient satisfaction</p>
---	--

Are there any significant operational risks or implications?	N
Are there any significant financial risks or implications?	Y
Are there any significant clinical or safety risks or implications?	N
Are there any significant workforce risks or implications?	Y

Please list out any key individuals or groups consulted:	<p>Extensive internal and external stakeholder consultation occurred during phase 1 of the project:</p> <p>Internal: CEO, Deputy CEO, COO, EGM P&C, recruitment, workforce culture and leadership, ED Research, ED ACT Pathology, Aboriginal and Torres Strait Islander Liaison Office, Manager DonatLife ACT, Clinical Director ICU, Director Campus Modernisation, ED Medical Services</p> <p>External: HCCA, Natalie Bateman (artist), Canberra Hospital Foundation, CMTEDD Creative Director</p>
--	--

Executive Summary

A comprehensive external audit of Canberra Health Services' (CHS) brand has confirmed what we already suspected – that we lack a clear and cohesive brand architecture, we carry sub brands that don't look like they belong to the one organisation, our brand is inconsistently applied and we carry legacy branding from past iterations of CHS.

This is significantly impacting on our ability to become a leading specialist provider.

The CHS Strategic and Communication and Engagement Branch is seeking the support of this Committee to embark on a two-year project to refresh the brand of the organisation, ensuring it is aligned with best practice brand management and reflects our vision and values.

Key deliverables include, but are not limited to:

- A new corporate identity that has been informed by feedback gathered through a robust stakeholder engagement process
- A guide that articulates what tone of voice CHS uses in particular circumstances, as well as in our collateral, face-to-face interactions and other touchpoints
- A brand book (graphic standards manual) that articulates our brand strategy and how and when the various elements of our brand should be used
- An employee value proposition, that will improve how we market CHS to prospective talent
- A new contemporary design for our uniforms.

This is time critical given construction of the new Critical Services Building (CSB) is well underway.

Proceeding with the brand project in parallel with the CSB will minimise future requirements to retrofit visual representations of our brand such as wayfinding signage.

It will also have a significant positive impact on our future workforce capability.

Context

In 2021, the Strategic Communication and Engagement Branch engaged Tank, a consultant specialising in brand management, to conduct a comprehensive audit of CHS' brand.

Our brand is not just a logo, it's our identity. It reflects the way we think of ourselves and the way we want to be perceived. It affects our reputation and it touches on everything we do – from the care we provide to the signs around our health service.

The purpose of the audit was to establish whether our current brand architecture, tone of voice and visual identity is contemporary, consistent, aligned with our vision, values and role and aligns with consumer expectations of our health service.

The audit included a comprehensive analysis of how the CHS brand is applied across all touchpoints, including but not limited to:

- our digital presence (website, social media, intranet)
- physical spaces e.g. building fitout and wayfinding signage
- the way we communicate with consumers, including marketing and communication collateral such as health information sheets, letters, videos and posters
- uniforms

Tank interviewed CHS team members, consumer representatives and stakeholders to understand their perception and expectations of our brand.

Tank's:

- Insights and recommendations are at [Attachment A](#)
- Draft brand architecture portfolio is at [Attachment B](#) – it defines what the relationship/hierarchy between the various brands in Canberra Health Services' brand portfolio should be
- Roadmap is at [Attachment C](#) - outlining quick wins and priorities for rejuvenating our brand and improving our image.
- Ballpark costs for delivering each aspect of the roadmap are at [Attachment D](#) - this does not take into account the resourcing required to manage and deliver the project.

A strong brand (and the absence of one) has been found to impact on many aspects of organisational performance as well as on an organisation's ability to attract, recruit and retain staff and avoid reputational damage in a crisis. (Koehn, 2015, Harvard Business School).

In addition to impacting on an organisation's ability to recruit and to survive a crisis, brand image also affects consumer perceptions and expectations of the goods or services an organisation offers and their level of satisfaction with that product or service.

"The impact of hospital brand image on the attitudes and behaviours of patients towards hospitals has become an important issue. Positive hospital brand image not only increases patient loyalty directly but also improves patient satisfaction through the enhancement of perceived quality of services." (Chao-Chan Wu, 2011).

Our brand is shaped not only by our marketing efforts, but by every interaction we have with the community. It is our visual identity, our tone of voice, the way we dress and the way we treat people.

Our brand should reflect the type of organisation that we are as well as our vision and values. As Tank's audit identified, our brand does not currently reflect our vision and values. More concerningly, it will impede on our ability to achieve our strategic objectives, if it hasn't already.

As an example, we cannot make CHS a great place to work if we lack a strong employee value proposition, if there are silos and this is reflected in our brand and if our signage, uniforms and other livery don't inspire a sense of pride in who we are and what we do.

We also cannot position ourselves as a leading specialist provider if we lack a strong brand identity and consumers, partners and other stakeholders can't distinguish between our organisation and other players in the health sector locally and abroad.

We lack a clear and cohesive brand architecture, we carry sub brands that don't look like they belong to the one organisation, our brand is inconsistently applied and we carry legacy branding from past iterations of CHS. All of this impacts on our ability to become a leading specialist provider.

Feedback from CHS team members and anecdotal evidence suggests that our brand is also negatively impacting on public perception of the quality of care we deliver, undermining the reputation of CHS as a provider of exceptional care, hindering our ability to attract high-calibre staff and negatively impacting on staff morale.

In essence it is hindering us from achieving many of the strategic goals set out in our Strategic and Corporate plans.

The audit makes it clear that there are significant issues with our approach to brand management and that we need to take immediate steps to align ourselves with best practice brand strategy.

Improving and clarifying the face of the organisation will help build a better value proposition to present to current and prospective staff.

Critical Issues

Adding to the urgency to address our brand issues is the fact that the ACT Government is currently making record investments in health infrastructure by way of the CSB.

Tank has advised that there is no greater opportunity to refresh our brand and signal a new beginning with respect to the way we position the organisation internally and externally, than the CSB. To apply our current, flawed brand principles to this project, particularly the new CSB would be a wasted opportunity.

Decisions on wayfinding are already being made for our new CSB and are part of the proposed scope included in a Campus Master Plan business case submission currently being finalised for consideration by Cabinet as part of the 2022-23 budget process.

Proceeding with the brand project in parallel with the CSB will minimise future requirements to retrofit visual representations of our brand such as wayfinding signage.

In order to meet CSB deadlines for wayfinding and signage, a graphic standards manual to help inform the development of wayfinding and signage guides would need to be delivered by early 2023 at the latest. Table 2 below outlines how we are proposing to align brand activities with CSB signage and wayfinding activities and requirements.

With the CSB well underway, we also face an increasing need to recruit locally, nationally and internationally to meet the requirements of our future workforce strategy.

Proceeding with the brand project will have a significant positive impact on our future workforce capability.

The project will deliver the following and more.

- A new corporate identity that has been informed by feedback gathered through a robust stakeholder engagement process
- A guide that articulates what tone of voice CHS uses in particular circumstances, as well as in our collateral, face-to-face interactions and other touchpoints
- A brand book that articulates our brand strategy and how and when the various elements of our brand should be used. This brand book will ensure that once the brand project is complete, there are clear guidelines and rules to follow to ensure the brand is protected and used appropriately.
- An employee value proposition, improving how we market CHS to prospective talent.
- A new contemporary design for our uniforms.
- A user guide that will inform the integration of our new Aboriginal and Torres Strait Islander Artwork into the brand.

The budget and roadmap attached to this submission do not take into account:

- the production and installation of new signage
- new uniforms or a uniform ordering system (only the design of the uniforms)
- a signage and wayfinding guide. This will need to be separately costed and planned to commence in early 2023 following the delivery of the first version of the graphic standards manual
- the cost of events associated with the launch of the new corporate identity
- rectification works to remove old branding across CHS facilities

The timing of delivery of some parts of the roadmap will need to change in order for us to deliver elements critical to the CSB such as the graphic standards manual and elements crucial to recruitment for the new facility.

Proposed Next Steps

Schedule 1.6

The dedicated resourcing required over two years for the brand project is a SOGA project lead, a SOGC project manager/communication officer and an ASO5 communication officer.

The Strategic Communication and Engagement Branch proposes to provide the ASO5 from existing resources, however the Branch requires new funding for the SOGA and SOGC positions.

This team would be embedded in the Strategic Communication and Engagement Branch and work closely with a consultant. In addition to the resourcing, we will require \$900,000 funding to engage the consultant.

Table 1 – Cost summary of options

Position	2022-23	2023-24	
Project lead – SOGA	180,104	183,610	
Project Manager/communication officer – SOGC	137,865	140,526	
Engagement of consultant			\$900,000
Total for two years			\$1,542,105

Table 2 – Aligning brand activities with CSB

Activity	Deadline
Develop brand consultant statement of requirement and release tender	May 2022
Confirm CSB wayfinding location and content	June 2022
Brand project team recruitment (subject to Master Plan budget approval)	June/July 2022
Appoint brand consultant (subject to Master Plan budget approval)	July 2022
Graphic standards manual version 1 developed	March 2023

If this project is endorsed by the CHS Executive Committee, a paper will be taken to the CSB Project Board seeking agreement for the proposed timeline.



Desired outcome

The Committee agree to:

1. Commence the engagement of a consultant to progress the delivery of Phase 2 of the brand project, subject to approved funding in the 2022-23 budget
2. Commence the recruitment of SOG A and SOG C team members, outlined above, required to deliver the project, subject to approved funding in the 2022-23 budget

From: [Jean, David \(Health\)](#)
To: [Khng, Josie](#)
Cc: [Connor, Brienne \(Health\)](#)
Subject: RE: FOR ADVICE: Shortlist criteria for brand agencies - select tender process
Date: Wednesday, 20 July 2022 12:24:40 PM
Attachments: [image001.png](#)

OFFICIAL

This looks good to me. They also need to show they have the capacity and expertise available to deliver within our timeframes – I'm thinking particularly the first run of the brand book to influence the CSB works.

David Jean

Executive Branch Manager

Strategic Communication and Engagement

Canberra Health Services | ACT Government

P. (02) 512 46115 | M. [REDACTED] | E. David.Jean@act.gov.au

Canberra Health Services media on-call phone: [REDACTED]

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From: Khng, Josie <Josie.Khng@act.gov.au>
Sent: Wednesday, 20 July 2022 11:03 AM
To: Jean, David (Health) <David.Jean@act.gov.au>
Cc: Connor, Brienne (Health) <Brienne.Connor@act.gov.au>
Subject: FOR ADVICE: Shortlist criteria for brand agencies - select tender process

OFFICIAL

Hi David,

There are 70 agencies in the Brand Strategy, Comms, Marketing and graphic design category in the Services Australia. I will be undertaking a first cut of it to shortlist this to 15 agencies for discussion and then we can narrow it down to six to eight agencies together with the brand team's recommendations.

Below is a list of the criteria based on the RFQ we'll be working off. We will review the agencies based on the public information provided on their website.

Shortlisting criteria

1. Must have extensive experience on complex brand management, creative development and

brand refresh projects

2. Must have complex stakeholder engagement experience to manage consultation process at CHS
3. Must be able to provide services as outlined in RFQ deliverables. E.g. editorial and tone of voice development, brand and comms strategy, wayfinding considerations, internal comms (Employee value proposition), brand book (creative strategy and graphic design capabilities)
4. Ideal, experience in healthcare sector
5. Ideal, based in Territory
6. Ideal, part of Supply Nation and/or experienced in working on First Nations related projects e.g. artist/creative engagement, campaigns, community engagement
7. Ideal, values driven e.g. B-corp and other sustainability/ethical accreditation / non-profit client or volunteering portfolio
9. Ideal, diversity in team / staff

Please let me know if there's anything you'd like to add. Thanks!

Cheers,

Josie Khng

Pronouns: She/Her

Senior Director – Brand

Strategic Communication and Engagement

Canberra Health Services | ACT Government

M. [REDACTED] | E. josie.khng@act.gov.au

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We acknowledge the Ngunnawal people, the Traditional Custodians of the lands and waters and pay our respects to the Elders past, present and future.

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From: [Lang, Paula \(Health\)](#) on behalf of [Canberra Health Services Communications](#)
To: [Connor, Brienne \(Health\)](#); [Khng, Josie](#)
Subject: FW: Canberra Hospital
Date: Wednesday, 27 July 2022 5:57:05 PM

OFFICIAL

From: Laura Cornhill [REDACTED]
Sent: Wednesday, 27 July 2022 5:42 PM
To: Canberra Health Services Communications <CHScomms@act.gov.au>
Cc: Susan Carew [REDACTED]
Subject: Canberra Hospital

Hi Brienne,

Thanks very much for getting in contact. This sounds like a fantastic project and definitely one we'd love to tender for.

Thanks for your introductory notes and advice below. We'll ensure our registrations for Vendor Panel are up to date so that we're well placed to receive the details when the tender opens, and will be in touch if we have any issues in setting that up.

In terms of the best contact for the project, if you're please able to use my details that would be great. I've also CC'd my colleague Susan here.

Thanks again, and look forward to hearing more in due course.

Kind regards,
Laura Cornhill

Laura Cornhill
Studio Binocular Pty Ltd
1/230 Smith St, Collingwood Vic 3066
T 03 9486 9449 // M [REDACTED]
www.studiobinocular.com

Begin forwarded message:

From: [REDACTED]
Subject: SB Website - Contact us Submission
Date: 27 July 2022 at 11:33:56 am AEST

To: [REDACTED]

First name

Brienne

Surname

Connor

Contact phone number

5124 9532

Company

Canberra Health Services

Emailchscomms@act.gov.au**Message**

Dear Studio Binocular

I am writing on behalf of the ACT Government Canberra Health Services (CHS). We are seeking a brand agency partner to support us in the delivery of a two-year brand refresh project in anticipation of the transformation of the Canberra Hospital campus.

CHS delivers a range of health services for people across the ACT and surrounding Southern NSW region. Some of these services include, but are not limited to:

- Canberra Hospital, which provides trauma services and most major medical and surgical services.
- University of Canberra Hospital, a rehabilitation facility that offers additional outpatient services.
- Walk-in centres, which provide free treatment for minor illness and injury.
- Community health centres, providing general and specialist health services to people of all ages.
- Community based health services, such as early childhood services, youth and women's health, dental health, mental health and alcohol and drug services.

We have identified your agency Studio Binocular from the Services Australia panel as a potential creative partner and we are interested in collaborating with your team based on your agency values and outstanding creative portfolio. Examples of the type of work to be delivered by our new brand agency:

- delivery of a modern, values aligned brand identity
- brand personality, including voice, tone and user personas
- brand and design strategy including a visual system
- logo creation
- naming guide for new services and programs
- brand and style guides
- creation and refresh of all CHS assets including uniforms and livery, decals, hospital wayfinding

The contract value of this project estimated at \$800,000 (including GST) for a term of two years.

The tender will open from 3 to 18 August 2022 and there will be a select RFQ process which will involve:

1. A written response
2. A meet and greet with shortlisted agencies where you will be invited to meet our Strategic Communications and Engagement Branch.

How to participate

To send out the Tenders to the Services Australia panel, we will be using the platform Vendor Panel. You would have recently been sent an email to register on Vendor Panel and we strongly encourage you to register by 12 noon, 2 August 2022 if you're interested in working with us on this tender. Please let us know if you have not received this email.

If you are interested in finding out more about this project, we would encourage you to register to the Vendor Panel system and you will be provided with more details when the tender opens. We are also able to provide assistance with registering on Vendor Panel if required.

Do also let us know if this is the best contact officer from your agency for this project.

Thank you for your time.

Kind regards,

Brienne Connor | Assistant Director, Digital Content
Phone: (02) 5124 9532 | [Email: brienne.connor@act.gov.au](mailto:brienne.connor@act.gov.au)
Strategic Communications and Engagement | Canberra Health Services | ACT
Government
Level 2, Building 23 Canberra Hospital, Garran ACT 2605 |
canberrahealthservices.act.gov.au
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**SUBJECT: CHS Brand Project Procurement**

To: Dave Pepper, Chief Executive Officer, Canberra Health Services

Through: Janet Zagari, Deputy Chief Executive Officer, Canberra Health Services

From: David Jean, Executive Branch Manager, Strategic Communication and Engagement

Date: 27 July 2022

Purpose

To update you on the Canberra Health Services (CHS) Brand Agency procurement and seek approval to conduct a select tender process which leverages the existing Whole of Government (WoG) approved, Services Australia Creative and Digital Communication Panel (SON3637213).

Background

The CHS Strategic Communication and Engagement branch will be undertaking a procurement for the services of a creative agency to deliver on a critical project to strengthen and modernise the CHS brand in anticipation of the transformation of the Canberra Hospital campus. A strong brand is key in increasing CHS' perception as a provider of exceptional care, our ability to attract and retain staff and our ability to maintain a strong reputation during crises.

A submission to proceed with the fund allocation for this project across two years was approved by the CHS Executive Committee in April 2022.

Issues

The scope of work for this project includes the delivery of a modern, values aligned brand identity, a brand and design strategy and guide for CHS, logo creation, wayfinding approach, naming and visual design system for new services and programs and other initiatives to build trust with the public and lift employee pride. This scope of work has been determined based on an audit of the brand conducted by Tank in 2021.

The proposed value of the creative agency contract is up to \$800,000 (GST inclusive) over a two-year period. This value is consistent with other Government projects of similar nature.

Purchases over \$200,000 (GST inclusive) are considered complex and need to be conducted as an open tender, unless prior approval to be exempt from the Territory's tender thresholds has been granted by the relevant Chief Executive Officer (CEO).

The proposed procurement approach is to leverage an existing WoG approved panel arrangement with the Commonwealth Government, specifically the Services Australia Creative and Digital Communication Panel (SON3637213).

All agencies identified on this panel have been sourced through an open tender/market approach and are therefore compliant with procurement guidelines. There are over 70+ businesses on the panel with strategic communications, creative and graphic design capabilities.

We are now seeking further CEO approval to proceed with a select tender process from this panel. A limited approach has been sought for the following reasons:

- To shortlist relevant agencies with the relevant experience in delivering a project of similar nature in the healthcare and government sector.
- To ensure we can procure efficiently to meet internal delivery timelines.

After a rigorous internal review of all agencies within the panel, nine agencies have been identified to participate.

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



Studio Binocular	Interstate agency with strong brand experience for local government and councils including branding and wayfinding and city making projects.
------------------	--

Should the exemption to allow for a select tender process through the panel arrangement be granted, these agencies will be requested to provide a written proposal as part of the tender request.

Evaluation criteria will include:

- Experience in delivering complex high-profile government projects with accessibility design understanding.
- Strategic capabilities and understanding of healthcare and consumer needs.
- Capacity to deliver on the project in a timely manner.
- Value for money.
- Alignment on organisational approach and values to CHS's vision.

In addition to the delivery of services, the winning supplier will also be required to develop or provide their organisation's reconciliation action plan and other commitments across the two-year relationship. This aligns with CHS's commitment to Aboriginal and Torres Strait Islander Peoples and our efforts to influence reconciliation actions in the industry and with service providers.

Upon CEO approval, the tender will be scheduled to go live from 3 August 2022 and will close after two weeks.

The CHS Procurement and ACT Procurement WoG teams have been consulted in developing this procurement process and are aligned with this proposed approach.

Recommendations

That you:

- Note the usage of the WoG approved, Services Australia Creative and Digital Communication Panel (SON3637213).

NOTED/PLEASE DISCUSS

- Provide CEO exemption to a select tender approach of nine agencies on the panel.

AGREED/NOT AGREED/PLEASE DISCUSS

.....
Dave Peffer
Chief Executive Officer
Canberra Health Services

July 2022

David Jean
Executive Branch Manager
Strategic Communication and Engagement

27 July 2022

Action Officer: Josie Khng
Unit: Strategic Communication and Engagement
Extension: [REDACTED]

From: [Jean David \(Health\)](#)
To: [Rainbow Jed](#)
Cc: [Khng Josie](#)
Subject: TPs for Brand Project procurement
Date: Monday, 1 August 2022 5:28:28 PM
Attachments: [CHS media talking points - Brand Project Procurement - approved.doc](#)
[image001.png](#)

OFFICIAL

Hi Jed, my team is progressing with the next phase of the CHS brand project, which involves the procurement of an agency to partner with us for two years to refresh the CHS brand.

We have plans to go to **go to market on Wednesday 3 August 2022**.

In considering the value of the tender (\$800,000 for two years inc. GST) as well as the sensitivities of the topic, the team has developed the attached talking points for the Minister.

A quick summary of the procurement project:

- A brand audit conducted in 2021 uncovered a need for CHS to strengthen the organisation's brand perception, modernise and consolidate how we are communicating about our values, vision, programs and services internally and externally.
- There is significant opportunity in undertaking this brand exercise now in 2022, in anticipation of the transformation of the Canberra Hospital campus, the new Clinical Services Building and requirements on signage and wayfinding.
- CHS is seeking an experienced creative service provider to deliver on this alongside with a suite of deliverables including a new brand mark, tone of voice guide, visual identity etc.
- A mix of interstate and local agencies with the relevant experience have been invited to a select tender, via Services Australia's panel arrangement. A written proposal has been requested, alongside a meet-and-greet for two highest scoring shortlisted agencies. Please note that for probity reasons, the names of these agencies have been undisclosed in this brief.
- ACT Procurement and CHS Procurement teams have been consulted to ensure a compliant and rigorous process.
- The procurement will close on Thursday 18 August 2022 and is expected to conclude by the end of September 2022.

Can you advise if the Office would like anything more formal on the project at this time, or if happy with the TPs for now?

Sing out if you have any questions.

Thanks,

David Jean

Executive Branch Manager

Strategic Communication and Engagement

Canberra Health Services | ACT Government

P. (02) 512 46115 | M. [REDACTED] | E. David.Jean@act.gov.au

Canberra Health Services media on-call phone: [REDACTED]

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CHS Brand Project – Procurement

- The CHS Strategic Communication and Engagement branch is undertaking a procurement for the services of a creative agency to deliver on a critical project to strengthen and modernise the CHS brand in anticipation of the transformation of the Canberra Hospital campus.
- A strong brand is key in increasing CHS' perception as a provider of exceptional care, as well as our ability to attract and retain high quality staff and establish ourselves as a leading specialist provider.
- The value of contract is up to \$800,000 (inc. GST) over a two-year period. This value is consistent with other Government projects of similar nature.
- Key deliverables for this project include the delivery of a modern, values aligned brand identity, a brand and design strategy and guide for CHS, logo creation, wayfinding approach, naming and visual design system for new services and programs and other initiatives to build trust with the public and lift employee pride.
- Nine agencies from the Whole of Government approved Services Australia Creative and Digital Communication Panel have been identified to participate. The mix of agencies include local and interstate businesses.
- A limited approach has been sought for the following reason:
 - To shortlist relevant agencies with the relevant experience in delivering a project of similar nature in the healthcare and government sector.
 - To ensure we can procure efficiently to meet internal delivery timelines.
- The select tender approach is compliant with ACT Procurement guidelines and will be open for two weeks from Wednesday 3 August 2022.
- In their written proposal, agencies will be vetted against:
 - Their experience in delivering complex high-profile government projects with accessibility design understanding.
 - Strategic capabilities and understanding of healthcare and consumer needs.
 - Capacity to deliver on the project in a timely manner.
 - Alignment on organisational approach and values to CHS's vision.
- In addition to the delivery of services, the winning supplier will also be required to develop or provide their organisation's reconciliation action plan and other commitments across the two-year relationship. This aligns with CHS commitment to Aboriginal and Torres Strait Islander Peoples and our efforts to influence reconciliation actions in the industry and with service providers.
- This project builds on work undertaken by CHS last year, including a comprehensive external audit of the CHS brand.

- The audit identified a lack of a clear and cohesive brand architecture, sub brands that don't look like they belong to the one organisation, inconsistent application of the brand and legacy branding from past iterations of CHS.
- A strong brand (and the absence of one) has been found to impact on many aspects of organisational performance as well as on an organisation's ability to attract, recruit and retain staff and avoid reputational damage in a crisis.
- In addition to impacting on an organisation's ability to recruit and to survive a crisis, brand image also affects consumer perceptions and expectations of the goods or services an organisation offers and their level of satisfaction with that product or service.

From: [Milewski, Natasha \(Health\)](#)
To: admin@studiobinocular.com
Subject: CHS Brand Refresh Tender Update
Date: Tuesday, 30 August 2022 3:06:50 PM
Attachments: [image001.png](#)

Dear Studio Binocular,

Thank you for submitting your proposal to deliver on the services for the Canberra Health Services Brand project (Ref ID: CHS 2021041502).

We would like to invite you to a 45-minute online meet and greet with the CHS team on Thursday 1 September 2022 at 2.15pm. This component will make up 10% of the overall evaluation score.

A separate Webex invitation will be sent to you shortly, please forward to the relevant team members to attend.

The agenda will consist of:

1. 25 minute presentation from your agency on your credentials and key components from your written proposal.
2. 20 minute Q&A including clarification questions from the panel.

Please be aware that you are not permitted to use the meet and greet to present new information to enhance your initial proposal. The purpose of the interview is to provide an opportunity for the CHS and evaluation team to clarify aspects of your response consistent with your proposal.

CHS attendees include:

David Jean – Executive Branch Manager, CHS Strategic Communication and Engagement

Elaine Greenaway – Senior Director, CHS Strategic Communication and Engagement

Renee Murray – Creative Director, Chief Minister Treasury and Economic Development Directorate

Josie Khng – Senior Director, CHS Strategic Communication and Engagement

A scribe and a procurement specialist advisor will also attend the pitch. The advisor will support the evaluation panel by providing specific technical advice where required.

The Webex meeting will open at 2.10pm to allow you to test your technology e.g. if you are sharing screens, audio check. Please confirm your attendance and let us know if you have any further questions by Wednesday 31 August COB.

Thank you again and we are looking forward to meeting you.

Warm regards,
Natasha

Natasha Milewski | A/g Director, Procurement

Phone: 02 5124 3106 | Email: Natasha.Milewski@act.gov.au

Finance and Business Intelligence | Canberra Health Services | ACT Government

Building 6, Level 2, Canberra Hospital, Garran ACT 2605 | health.act.gov.au



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From: [Susan Carew](#)
To: [Khng, Josie \(Health\)](#)
Cc: [Milewski, Natasha \(Health\)](#); [Connor, Brienne \(Health\)](#); [Laura Cornhill](#)
Subject: Re: CHS Brand Agency Procurement Update: Studio Binocular and Canberra Health Services - next steps
Date: Tuesday, 6 September 2022 2:38:12 PM
Attachments: [Contract - Brand Refresh - 2022090201_SB.docx](#)

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 Josie,

Thanks very much for this – and yes, we completely appreciate the need for confidentiality until contracts are executed.

We have reviewed the contract and don't have any concerns to note. Please find attached the signed contract, so that you can move ahead with contract execution processes at your end.

—

In response to the additional actions noted in your original email:

A - yes, we are happy to include a bi-annual learning and development activity as a value-add

B - confirming that we will be developing Studio Binocular's reconciliation action plan and demonstrating commitments on reconciliation action with Aboriginal and Torres Strait Islander Peoples.

It would be good to confirm the timings of both these items during the initial discovery stage.

—

Thank you for the heads-up in terms of timings – we are also very keen to get some dates locked into calendars ASAP. I'll give you a call shortly to discuss this, as I think it might be a lot quicker!

Thanks again – really looking forward to working with you all.

Susan.

—

Susan Carew
Studio Binocular Pty Ltd
1/230 Smith St, Collingwood Vic 3066
T 03 9486 9449 // M [REDACTED]
www.studiobinocular.com

Please note: I do not work Wednesdays

I work remotely until 3pm on Thursdays and Fridays
and continue to be contactable via email and mobile.

On 6 Sep 2022, at 9:08 am, Khng, Josie (Health) <Josie.Khng@act.gov.au>
wrote:

OFFICIAL

Hi Laura,

We are also very excited about the prospect of our collaboration!

While we negotiate contracts, please keep all communication about this
procurement outcome confidential until we execute the contract and onboard
Studio Binocular officially.

To give you a general overview of timings:

Agency sign off on contract – by Friday 9 Sept
Financial delegate sign off – by Friday 16 Sept
Contract execution – Monday 19 Sept

Pending further discussions with you, we are keen to get the ball rolling with a kick
off meeting and set up – Week c/ 19 Sept, followed by agency onboarding/brand
immersion in Canberra – Week c/ 26 Sept or 3 Oct. We are currently planning a two
to three day session and will provide an agenda beforehand.

Cheers

Josie Khng

Pronouns: She/Her

Senior Director – Brand

Strategic Communication and Engagement

Canberra Health Services | ACT Government

M. [REDACTED] | E. josie.khng@act.gov.au

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respects to the Elders past, present and future.

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please notify the sender and delete all copies of this message along with any attachments immediately. You
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From: Laura Cornhill [REDACTED]
Sent: Monday, 5 September 2022 8:44 PM
To: Khng, Josie (Health) <Josie.Khng@act.gov.au>
Cc: Susan Carew [REDACTED]; Milewski, Natasha (Health) <Natasha.Milewski@act.gov.au>; Connor, Brienne (Health) <Brienne.Connor@act.gov.au>
Subject: Re: CHS Brand Agency Procurement Update: Studio Binocular and Canberra Health Services - next steps

Hi Josie (and the CHS team) – thanks so much for your email, what fantastic news!

We're thrilled to have the opportunity to work with you on such a great project.

We'll review the contract you've attached and notes below, and come back to you with any questions.

Many thanks, Laura

Laura Cornhill
Studio Binocular Pty Ltd
1/230 Smith St, Collingwood Vic 3066
T 03 9486 9449 // M [REDACTED]
www.studiobinocular.com

Working from home:
In response to COVID-19,
our team are working remotely.
We continue to be contactable
at any time via email and mobile.
Stay safe!

On 5 Sep 2022, at 6:05 pm, Khng, Josie (Health)
<Josie.Khng@act.gov.au> wrote:

Dear Studio Binocular team,

Thank you for meeting with us last week. We are pleased to inform you that you have been identified as the preferred partner to deliver on the Canberra Health Services Brand Project.

In particular, the panel loved your collective agencies' experience and

passion across the fields of research, brand, design, wayfinding and the ambition you brought to the presentation. Your case studies and agency approach were clear, inspiring and engaged the panel thoroughly.

Actions:

As part of next steps, we have attached the contract for your review.

We would like to negotiate some additions within the contract and existing fees:

- a. as a value-add, the inclusion of a bi-annual learning and development activity for the CHS Comms and Engagement Team, across the two years. This might look like a one to two hour creative presentation/workshop activity led by Studio Binocular to inspire the team on trends and innovation within the industry, but can be further fleshed out upon contract execution.
- b. we would also like to confirm that Studio Binocular will be developing their organisation's reconciliation action plan and demonstrating commitments on reconciliation action with Aboriginal and Torres Strait Islander Peoples across the two-year contract period. These activities will be conducted at your own time-cost.

Timings

We would appreciate it if you could review the document, mark up comments (if any) and return it to us for discussion by Wednesday 7 September COB 2022. Based on the negotiations, we may request a meeting to discuss. Should you be comfortable with the terms in the contract, we will need it signed and returned to us by Friday 9 September 2022.

As a further request, please would you also be able to send us a copy of the deck you presented on Thursday.

Let us know if you have any questions, we would be happy to chat.
Thank you!

Cheers

Josie Khng

Pronouns: She/Her

Senior Director – Brand

Strategic Communication and Engagement

Canberra Health Services | ACT Government

M. [REDACTED] | E. josie.khng@act.gov.au

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<Contract - Brand Refresh - 2022090201.docx>

Canberra Health Services Committee Cover Sheet

Committee:	Executive Committee
Meeting Date:	Tuesday 6 September 2022
Paper Title:	2.2 - Canberra Health Services Brand Project Plan 2022-24
Author:	Josie Khng, Senior Director, Brand, Strategic Communications and Engagement

Decision or discussion requested from the Committee:	<ul style="list-style-type: none"> Note and/or provide feedback on the Brand Project Plan 2022-24 (attached) Discussion on accountability from line areas, as certain brand deliverables directly impact their business. <p>Feedback is due by Monday 3 October 2022.</p>
--	---

How will this improve the quality and safety of our care?	<p>The project will improve the quality and safety of our care by actively including our vision of 'Creating Exceptional Health Care Together' in the CHS brand identity. It delivers on our strategic priorities through:</p> <ol style="list-style-type: none"> 1. A great place to work - we can inspire a sense of pride in who we are and what we do and make CHS a great place to work with a strong employee value proposition, environment, signage, uniform and other livery. 2. A leading specialist provider - improved brand image will help position CHS as an employer of choice, thus improving our ability to attract and retain high calibre staff. 3. A partner to improve people's health – research shows positive hospital brand image and physical environment improves patient satisfaction. <p>A strong brand creates clarity on governance and decision making which enables our strategic priorities to be unlocked.</p>
---	---

Are there any significant operational risks or implications?	No
--	----

Are there any significant financial risks or implications?	No
Are there any significant clinical or safety risks or implications?	No
Are there any significant workforce risks or implications?	No

Please list out any key individuals or groups consulted:	<p>Detailed information on stakeholders can be found in the project plan and we will continue to consult throughout the project. Key stakeholders consulted so far include, but are not limited to:</p> <ul style="list-style-type: none"> • Chief Executive Officer • Deputy Chief Executive Officer • Executive Branch Manager, Strategic Communication and Engagement • Infrastructure and Health Support Services • ACT Pathology
--	--

Executive Summary

Context

In 2021, the Strategic Communication and Engagement Branch engaged Tank, a consultant specialising in brand management, to conduct a comprehensive audit of Canberra Health Services brand. The audit identified a lack of a clear and cohesive brand architecture, sub brands that do not look like they belong to the one organisation, inconsistent application of the brand and legacy branding from past iterations of CHS. A strong brand is key in increasing CHS's perception as a provider of exceptional care, our ability to attract and retain staff and our ability to maintain a strong reputation during crises.

A business case to refresh the CHS brand to reflect a modern, values-driven organisation was approved by the CHS CEO in 2022. Procurement has commenced for the services of a creative agency to partner in the delivery of the CHS Brand Project.

The scope of work for this contract includes (but is not limited to): a new brand mark, tone of voice guide, brand assets, naming guide and Employee Value Proposition. The contract execution is anticipated at the end of September 2022 with the first delivery milestone scheduled for January 2023. This milestone will consist of a draft brand guide to influence signage design and messaging for the Critical Services Building (CSB).

A project plan has been created to guide the development and delivery of the brand project in a consistent manner and ensure business continuity across the two-year period. It is a

living document and we are now seeking feedback at this early milestone to ensure alignment across:

- business objectives and project goals
- line area challenges and opportunities
- project deliverables, timelines and stakeholder involvement
- reporting approach and requirements
- stakeholder list and engagement methods, risks and mitigation strategies

Desired Outcome

The project plan will serve as a single source of truth to guide project development and allow for business continuity across the two-year period. Stakeholder feedback in the continued development of the project plan will ensure that the brand delivery is guided by business needs.

It will allow CHS to ensure that the brand project is delivered in a consistent manner and that project goals are met at specific milestones. It will enable project management efficiency due to stakeholder alignment on project timeline, roles and responsibilities and expectations.

Critical Issues

Brand project stakeholders play an integral consultation role in the development of the new CHS brand. It is important that this document provides clarity on roles and responsibilities of those involved.

Due to the large volume of stakeholders, final accountability and the approval process need to be clearly articulated to enable decision making efficiency. We are seeking Executive discussion on accountability from line areas on brand deliverables that may impact their business.

The brand project will support business areas to achieve business goals across several objectives including customer experience and employee satisfaction. The project plan outlines metrics to be tracked.

The project is operating under tight delivery timelines as decision making for the CSB in relation to wayfinding is well underway.

Mitigation strategies have been developed for all identified issues and can be found in the Brand Project Plan under section 8, Risk plan and mitigations.

Proposed Next Steps

Feedback will be consolidated and considered as part of the next draft of the project plan. Executive feedback is due by Monday, 3 October 2022.

In parallel, the Brand team will also progress with rolling out the stakeholder engagement plan. Meetings have been set with internal stakeholders to brief them on this project and seek working team feedback on the project approach.



ACT
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**Canberra Health
Services**

Transforming and modernising the Canberra Health Services Brand



Brand Project Program Plan
2022-24

Developed by the Strategic
Communication and Engagement team

Version: August 2022

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Consultation and approvals

Title of person	Date circulated
EBM – Comms & Engagement, David Jean	18 August 2022
DCEO – Janet Zagari	24 August 2022

1. Acknowledgement of Country

Canberra Health Services Acknowledges the Traditional Custodians of the land, the Ngunnawal people. We acknowledge and respect their continuing culture and contribution to the life of this city and region.

2. About this project

Purpose of this document

This document guides the CHS Strategic Communication and Engagement Branch and relevant stakeholders on the development and delivery of the Brand project in a consistent manner. It ensures business continuity across the two-year period. It outlines:

- clear project goals and measures of accountability
- an implementation approach on deliverables
- our stakeholder engagement strategy
- key milestones and performance indicators to track the project life cycle
- project constraints, risk approach and management strategy
- governance and financial management
- documented learnings

This is a living document and will be updated regular as the project unfolds. It may serve as a model for implementing large scale communication projects of a similar nature at CHS.

Background

In 2021, the Strategic Communication and Engagement Branch engaged Tank, a consultant specialising in brand management, to conduct a comprehensive audit of Canberra Health Services brand.

The purpose of the audit was to establish whether our current brand architecture, tone of voice and visual identity is contemporary, consistent, aligned with our vision, values, roles and with consumer expectations of our health service.

The audit included a comprehensive analysis of how the CHS brand is applied across all touchpoints, including but not limited to:

- our digital presence (website, social media, intranet)
- physical spaces e.g. building fit-out and wayfinding signage
- marketing and communication collateral including information sheets, videos and posters
- uniform

Tank interviewed CHS team members, consumer representatives and stakeholders to understand their perception and expectations of our brand.

The audit identified a lack of a clear and cohesive brand architecture, sub brands that don't look like they belong to the one organisation, inconsistent application of the brand and legacy branding from past iterations of CHS. Please email CHScomms@act.gov.au to access to this document.

Adding to the urgency to address these brand issues is the fact that the ACT Government is currently making record investments in health infrastructure by way of the Critical Services Building (CSB) and Hospital Campus Master Plan.

To apply current, flawed brand principles to this project would be a wasted opportunity and result in the development of a physical environment that is unaligned with the brand, and therefore not built for legacy. Proceeding with a brand project in parallel with the CSB will minimise future requirements to retrofit visual representations of our brand such as wayfinding signage.

With the CSB well underway, we also face an increasing need to recruit locally, nationally and internationally to meet the requirements of our future workforce strategy. Proceeding with the brand project now will have a significant positive impact on our future workforce capability.

The project will deliver the following and more:

- A new corporate identity that has been informed by feedback gathered through a robust stakeholder engagement process.
- A guide that articulates the CHS tone of voice, as well as in our collateral, face-to-face interactions and other touchpoints.
- A brand book that articulates our brand strategy and how and when the various elements of our brand should be used. This brand book will ensure that once the brand project is complete, there are clear guidelines and rules to follow to ensure the brand is protected and used appropriately.
- An employee value proposition, improving how we market CHS to prospective talent
- A new contemporary design for our uniforms.
- A user guide that will inform the integration of our new Aboriginal and Torres Strait Islander Artwork into the brand.

Why is a strong brand important?

A strong brand (and the absence of one) has been found to impact on many aspects of organisational performance as well as on an organisation's ability to attract, recruit and retain staff and avoid reputational damage in a crisis.

- Source: Koehn, 2015, Harvard Business School).

In addition to impacting on an organisation's ability to recruit and to survive a crisis, brand image also affects consumer perceptions and expectations of the goods or services an organisation offers and their level of satisfaction with that product or service.

"The impact of hospital brand image on the attitudes and behaviours of patients towards hospitals has become an important issue. Positive hospital brand image not only increases patient loyalty directly but also improves patient satisfaction through the enhancement of perceived quality of services."

–Source: *The impact of hospital brand image on service quality, patient satisfaction and loyalty, Chao-Chan Wu, 2011*

As an example, we cannot make CHS a great place to work if we lack a strong employee value proposition, if our brand, physical environment, uniforms and other livery do not inspire a sense of pride in who we are and what we do.

We also cannot position ourselves as a leading specialist provider if consumers, partners and other stakeholders are unable to distinguish between our organisation and other players in the health sector locally and abroad.

A strong brand also allows us to create high quality creative communications, on average multiplying profitability by a factor of 12 (Source: Paul Dyson, Admap 2014). This is particularly important for areas which have a focus on revenue growth such as ACT Pathology. A strong brand will help ACT Pathology position and differentiate themselves from private competitors.

Our brand is shaped by every interaction we have with the community. It is our visual identity, our tone of voice, the way we dress and the way we treat people. Our brand should reflect the type of organisation that we are, as well as our vision and values. As Tank's audit identified, our brand does not currently reflect our vision and values and is impeding on our ability to achieve our strategic objectives.

How the brand project delivers on the Strategic Plan 2020–23

This brand project will allow the organisation to deliver on the CHS Strategic Plan 2020-23 through the active inclusion of the vision of 'Creating Exceptional Health Care Together' in the brand identity. The brand project also delivers on our strategic priorities through:



1. **A great place to work** – a strong employee value proposition, a safe and inviting physical environment and uniforms that inspire pride will help make CHS a great place to work.
2. **A leading specialist provider** - improved brand image will help position CHS as an employer of choice, thus improving our ability to attract and retain high calibre staff.
3. **A partner to improve people's health** – research shows positive hospital brand image and physical environment improves patient satisfaction. There is an opportunity to more

closely associate CHS with community services provided E.g. BreastScreen. This will create a stronger public understanding that these services are provided through our organisation.

A strong brand creates clarity on governance and decision making which enables our strategic priorities to be unlocked.

Procurement of brand agency

A procurement for the services of a creative agency to partner in the delivery of the brand project commenced in August 2022.

The value of contract is up to \$800,000 (inc. GST) over a two-year period. This value is consistent with other Government projects of similar nature. Nine agencies from the ACT Government approved Services Australia Creative and Digital Communication Panel were identified to participate. The mix of agencies included local and interstate businesses.

A limited approach was sought for the following reasons:

- to shortlist relevant agencies with the relevant experience in delivering a project of similar nature in the health care and government sector
- to ensure we can procure efficiently to meet internal delivery timelines.

The select tender approach is compliant with ACT Procurement guidelines and was approved by the CHS CEO.

In their written proposal, agencies were vetted against:

- their experience in delivering complex high-profile government projects with accessibility design understanding
- strategic capabilities and understanding of health care and consumer needs
- capacity to deliver on the project in a timely manner
- alignment on organisational approach and values to CHS's vision
- value for money.

In addition to the delivery of services, the winning supplier was required to develop or provide their organisation's reconciliation action plan and other commitments across the two-year relationship. This aligns with CHS's commitment to Aboriginal and Torres Strait Islander Peoples and our efforts to influence reconciliation actions in the industry and with service providers.

The procurement is still ongoing with the contract execution date targeted by the end of September 2022.

Funding and resourcing

\$800,000 (inc. GST) has been allocated to a brand agency to deliver this work as part of the Campus Master Plan business case for Wayfinding and Public Realm development.

Additional resources to deliver on this two-year project include a SOGA project lead, a SOGC project manager/communication officer and an ASO5 project officer.

3. About the Brand Team

Our team’s ambition is to develop a values-driven legacy brand for CHS and build trust with the public, patients and employees through a brand strategy and implementation approach that;
consolidates the organisation’s identity and amplifies our vision of creating exceptional health care together.

Guiding principles

The following principles, based on CHS’s values of reliable, progressive, respectful and kind, guide the brand team’s approach to delivery of the project:

We are reliable – All brand work is developed with a long-term legacy building view in mind. We are clear with stakeholders about what we are delivering – we do not hide behind industry jargons. The brand work should influence decision making but must never impact the timeliness of business operational delivery requirements or patient care.

We are progressive – We aim to solve business and consumer problems through creativity and insight. We manage risks but are not afraid to fail – we innovate by testing and learning. We approach creativity with diversity and welcome collaboration from any source.

We are respectful – Our stakeholder engagement is grounded in inclusion and equity - everyone should be considered, has a right to be listened to, and a seat at the table. We acknowledge and respect the Traditional Custodians of Ngunnawal Country and our ambition is to identify mutually beneficial opportunities to create together.

We are kind – We engage with all stakeholders with empathy. We translate our expertise to ensure that our communication is accessible and understood. We hold ourselves to high ethical standards of business practice with our creative partners – they are an extension of our team.

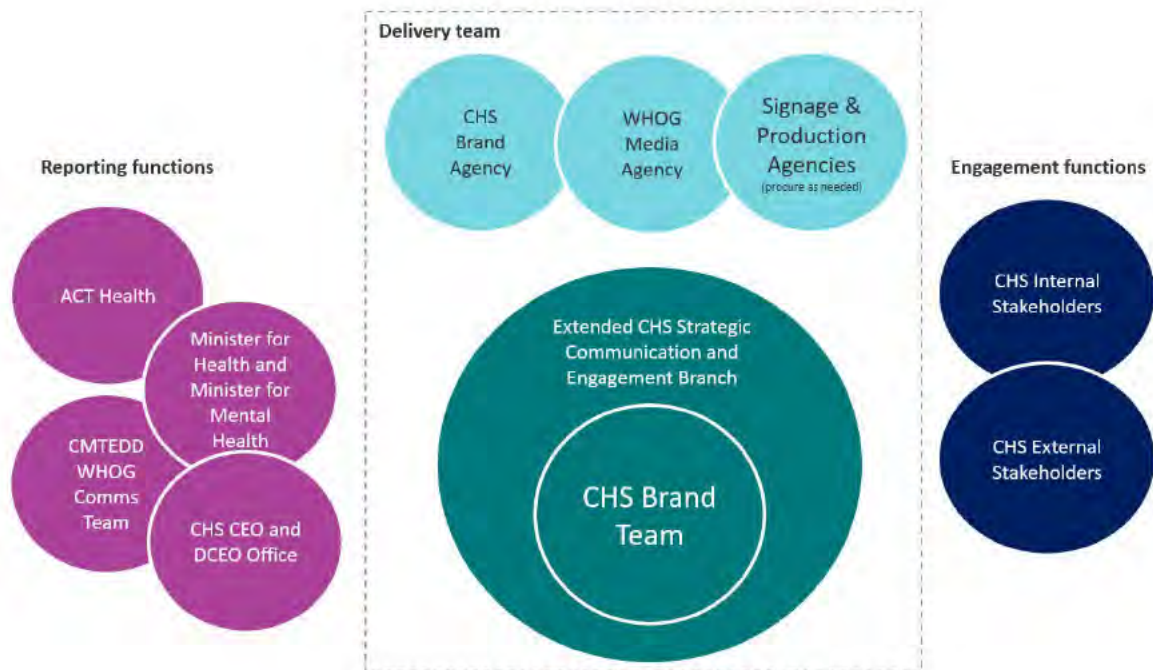
Team structure

The Brand team consists of three dedicated members from the Strategic Communication and Engagement Branch, including a Senior Director of Brand as the project lead, project manager and project officer. The team reports to the Executive Branch Manager, Strategic Communication and Engagement.

The extended team includes other members of the CHS Strategic Communication and Engagement branch, particularly the Senior Graphic Designer, Senior Director, Content and Engagement and Senior Director, Channels and Insights. This extended team will ensure that brand work does not operate in a silo within the branch and that recommendations from the brand team are woven into everyday business decisions.

Each Brand team member brings different skillsets and areas of expertise, and the team will work collaboratively together on delivery of projects and team objectives to achieve the best outcomes.

This diagram showcases a high-level view of the relationship between the Delivery team and reporting and engagement functions. Please refer to the Stakeholder Engagement Plan for more details on stakeholders identified within the engagement functions.



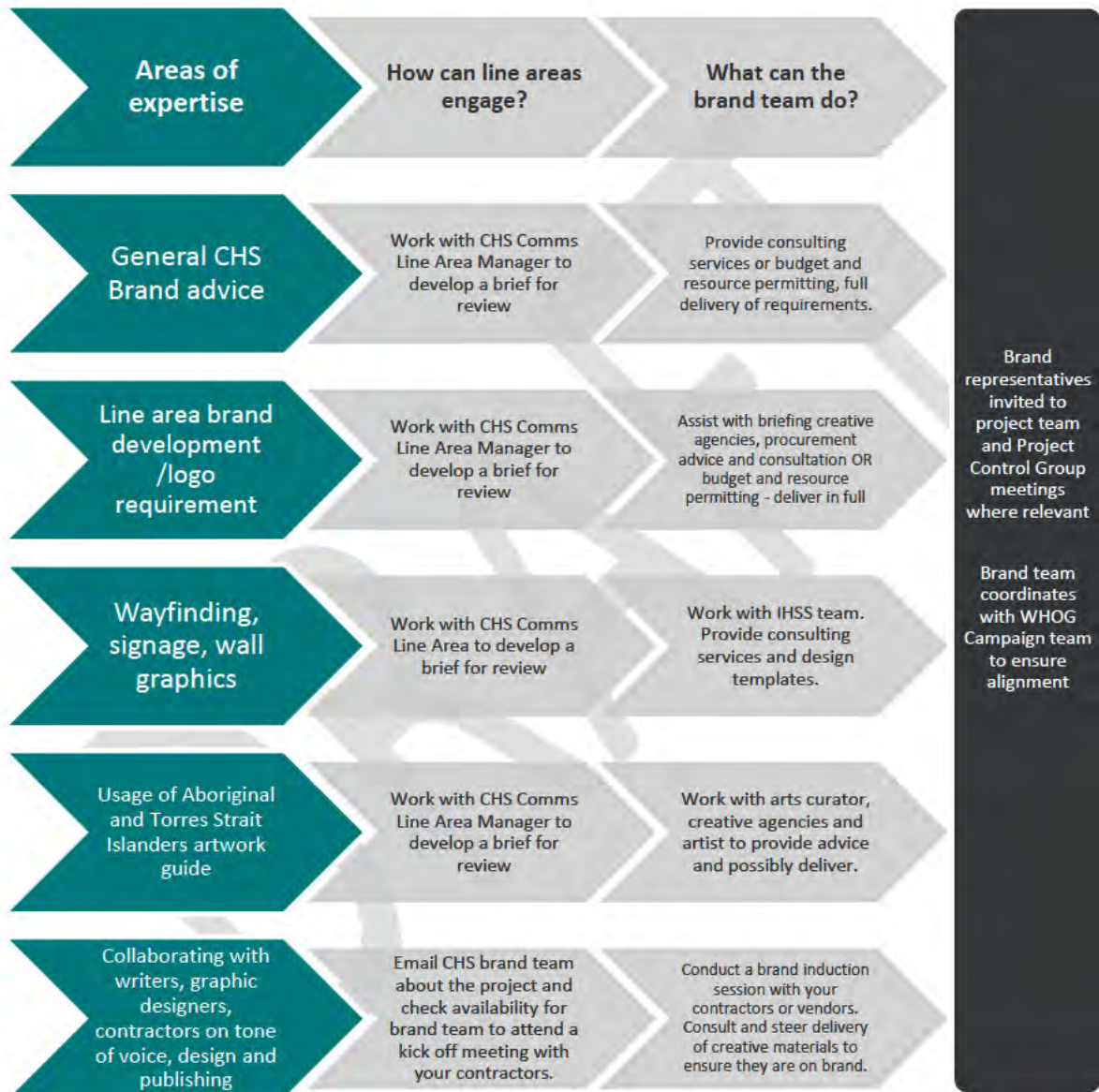
Roles and responsibilities

The Brand team is responsible for ensuring the following activities are undertaken in accordance with ACTPS and CHS values:

1. Ongoing development, implementation and evaluation of a brand strategy and associated creative deliverables.
2. Stakeholder engagement through the lifecycle of the project. This includes partnerships with key stakeholders (E.g., consumers, contractors, senior executives and CHS team members) to develop a deep understanding of brand preferences and business and consumer needs to ensure they are well considered and met.
3. Provision of strategic brand advice to senior executives and other CHS team members as required.
4. Support and participate in best practice communications, brand and engagement activities and provide advice on brand opportunities and strategies.
5. Oversee all procurement and contract management activities associated with the brand agency, including reporting requirements.
6. Ensure effective governance and management of the business unit (business planning, business development, financial management, quality assurance, setting standards, develop systems and controls and new products and services).
7. Monitor and measure the success of this project across efficiency and effectiveness metrics, such as delivery within timeframe and project budget.
8. Report on budget management and delivery status to relevant internal stakeholder and cross-directorate stakeholders.

Processes for involvement of Brand Team

The following processes outline the ways in which the Brand Team will be involved across the business. We will be running through these processes for engagement with line areas when we meet them.



4. Project Plan

Business objectives

The business objectives of this project is to deliver a **modern, highly salient CHS brand** by December 2024 that:

1. **Aligns and enhances CHS's vision and values**
(% association across 'reliable, progressive, respectful, kind')
2. **Resonates with the public**
(% perception of CHS in 'quality' - creating exceptional care)
3. **Increases ease of navigating our services**
(% increase in customer satisfaction)
4. **Supports in the increase of revenue**
(% increase revenue for commercial business ACT Pathology and grant funding in Research)
5. **Improves consumer feedback and public reputation**
(sentiment – net promoter score uplift, awareness and brand recognition)
6. **Increases perception of CHS as employee of choice, influencing retention and recruitment of high-quality candidates**
(% perception of employee of choice, lead generation and loyalty, % increase of applications and % decrease in turnover rate)

These objectives will be achieved through the production of a brand book and distinctive brand assets that bring to life the vision and values through physical, sensory, and semantic cues. E.g. colours, logo, design, tagline, uniform, livery, signage, banners.

Please see 'Project success measurement framework' section for a view of how these metrics are measured and benchmarked.

Brand project SWOT analysis

Over the course of the next months, the brand team will be engaging stakeholders across the business on their challenges to identify brand opportunities.

Overall brand project

Strengths	Weaknesses
<ul style="list-style-type: none"> • Organisation has strong ethical vision and values • Clear project goals and outcome • Funding has been secured for two years • Executive buy-in and support for the project • Strong creative team and partners to drive project • Evidence driven and measurement-based approach to project delivery • Committed to reconciliation in action 	<ul style="list-style-type: none"> • Significant presence of legacy brands • Unfunded beyond two years – brand needs to be maintained beyond this • Wayfinding and signage audit will be a resource strain • Workforce turnover • Accessibility considerations – more to be done • Extensive stakeholder engagement • Delivery timeline expectations
Opportunities	Threats
<ul style="list-style-type: none"> • One CHS, one voice • Clarity on brand aids decision making • Increase awareness of CHS brand • Increase consumer perception of CHS as a trusted health care provider • Increase revenue • Ensure business continuity through proper governance and record keeping on the project • Shared purpose and ownership of the CHS brand by employees • Lead the pack in Government and industry • Aiding and improving reconciliation activities through integration of artwork 	<ul style="list-style-type: none"> • Negative perception from public and media on brand work • ACT Gov WHOOG re-brand on crest • Scepticism towards need and effectiveness of project from internal staff • Lack of buy-in from consumer reference groups • Rapidly changing health care environment

Line area challenges and opportunities

Below are some assumptions that have been developed based on the initial audit and after meetings with IHSS executives. This section will continue to be enhanced based on stakeholder discussions.

Line area / Category	Business Problem or Challenge	Brand Opportunity
CHS Brand - people & culture	Many staff don't see themselves as public servants or aligned to an organisation.	Putting people first. We need to see the human at the centre of our organisations. Diversity in action.
CHS Brand - The old guard/ legacy remains	Mix of CHS and ACT Health branding across all services which is confusing	Speak in one brand and one voice. Uniting visual identity. Review sub-brands and programs for consistency.
CHS Brand - employee loyalty	CHS does not have a strong Employee Value Proposition, uniform and livery to engage employees	Foster a sense of belonging. Develop an identity and ensure it is woven into inductions and internal communication
CHS Brand - Reconciliation in Action	There is strong desire for reconciliation through the statement of commitment but no guidance on how to do this.	Aboriginal and Torres Strait Islander artwork into the fabric of CHS through an artwork guide. Best practice tone of voice and messaging approach.
IHSS - Campus Modernisation	Insufficient brand guidelines for signage messaging decision-making	Influence signage implementation and naming with updated brand guide.
IHSS - Hospital Campus Wayfiding	Building navigation is siloed. Signage and wall graphics have gone rogue - clutter.	Audit all assets and develop new ones in line with the brand. Develop processes to manage wall graphics.
ACT Pathology	It is a commercial arm of CHS and will need to be competitively positioned against the private sector.	Develop a distinct brand and marketing under CHS to grow market share and consumer preference. Increase medical practitioner referrals
More to be developed with line areas e.g. CHS Procurement, Oral Health, ICU		

Key deliverables

The two-year contract will include (but is not limited to) the following deliverables. Please note that delivery dates are draft at the moment and will require further consultation with stakeholders and the successful brand agency.

Brand strategy

What is it	<p>A systematic approach and plan to develop the brand in alignment with the business strategy and achieve goals such as building trust.</p> <p>Components of a brand strategy include:</p> <ul style="list-style-type: none"> • positioning (the act of designing our brand to be distinct in the minds of consumers and employees) • narrative (what is the story we want to tell) • architecture and alignment (how do we build collective equity for CHS across our programs and sub-brands and how do we want to achieve consistency) • competitive landscape, personality (what is our identity and how do we want people to feel).
Who will use it	All CHS business units, ACT Health - in developing joint programs and projects that require joint participation
What format will it be delivered	<p>Strategy document – A4</p> <p>Brand strategy summarised on a page</p>
When is it expected to be delivered	Q2 of FY2022-23

Tone of voice guide

What is it	<p>The guide will articulate how we express our brand personality through our verbal and written communication. It will outline what our recommended tone of voice is in different circumstances and when communicating with different audiences, to achieve consistency and build trust.</p>
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Who will use it	All CHS business units who are responsible for speaking and writing on behalf of CHS. Contractors developing written work for CHS.
What format will it be delivered	Strategy document – A4 Tone of voice summarised on a page
When is it expected to be delivered	Q3 of FY 2022-23

Brand mark and visual language/style guide

What is it	A brand mark is a symbol that helps people immediately distinguish the brand (the CHS organisational logo with the ACT Government coat of arms). We are developing a new CHS brand mark, noting that work is underway to develop a new coat of arms. A visual language/style guide will detail the application of our brand identity in a graphic format, and will include information on what colours to use, the font type and how to use the brand mark. This will include a photographic guide.
Who will use it	All CHS Business Units
What format will it be delivered	Creative presentation and relevant assets e.g. working artwork files.
When is it expected to be delivered	Q3 FY2022-23 (End of January 2023)

User personas and journey

What is it	Personified examples of who our key stakeholders are based on evidence and research. These personas present a single human face to our consumers (how they think, how they feel, how they behave, how they interact with us) and will influence the way we design services and resources.
Who will use it	All CHS business units who require a consumer lens for decision making purposes

What format will it be delivered	A2 or A3 journey map A4 presentation of user personas
When is it expected to be delivered	Q3 of FY2022-23

Values-aligned employee value proposition and recruitment campaign collaterals

What is it	The Employee Value Proposition will define who we are, what we stand for, what we can offer employees in return for their skills and capabilities, and the experience they bring to a role with CHS. It will differentiate us against competitors and build preference to work at CHS. Recruitment campaign collateral will also be developed and will include artwork, video concepts and scripts for communication E.g. for recruitment advertisements, social media posts etc.
Who will use it	People and Culture and other Divisions to support recruitment strategies and internal comms
What format will it be delivered	Strategy document. Various creative formats for the campaign collaterals
When is it expected to be delivered	Q1/2 FY2023-24

Naming guide

What is it	A naming guide that details what our naming conventions are with respect to new services and programs. It will also provide visual treatment of these programs sub-brands e.g. ACT Pathology will be provided directions on the rebrand, naming implications and how to positively impact their marketing strategy to increase revenue and differentiate ourselves from private competitors.
Who will use it	All business and program leads with sub-brands and programs E.g. IHSS, ACT Pathology, WYCH, Donatelife

What format will it be delivered	Creative presentation A4
When is it expected to be delivered	Q2 FY2022-23

Brand asset library

What is it	A brand asset library that includes illustrations, key iconography, templates for key resources (e.g. PowerPoint template, word documents, letter heads) and a grid system for communication collateral.
Who will use it	CHS Graphic Designers and Comms team. Anyone at CHS using communication templates to develop and design communication materials. Contractors delivering communication materials on behalf of CHS.
What format will it be delivered	Relevant creative formats and working files. creative presentation document A4.
When is it expected to be delivered	Through the project with a final delivery of Q4 FY2023-24. Delivery will be staggered through the 2 year project based on prioritisation with stakeholders.

Uniform design and guidelines including livery

What is it	A new, modern uniform design that takes into consideration function, infection prevention and control measures and other requirements. A guide on developing future uniforms will also be required. This may include a set of sample uniforms. We will need to work with internal stakeholders to identify cost effective suppliers/manufacturers for implementation.
Who will use it	All CHS staff who wear uniforms. Uniform and livery manufacturers. Universities with students working on site. Contractors such as ISS cleaners. Volunteers.
What format will it be delivered	Creative presentation and creative file formats for production.

When is it expected to be delivered	Q4 FY2022-23
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Brand communication strategy and campaign

What is it	Development of a brand launch strategy and design and delivery of associated collateral, livery, and key assets such as key visuals, website and intranet banners, a launch video, and lanyards for staff. The purpose of the strategy and campaign is to help celebrate the launch of the refreshed brand and embed it in the organisation and the community more broadly.
Who will use it	People and Culture, CHS Comms team, all CHS staff.
What format will it be delivered	Strategy document. Various creative formats for the campaign collaterals
When is it expected to be delivered	Q4 FY2022-23

Brand health measurement framework

What is it	To provide an evidence-based approach to measuring the performance and impact of the brand project. This framework will set up the qualitative and quantitative metrics and benchmark the 'health' of the brand in delivering on its objectives and maintaining consistency.
Who will use it	CHS Comms team, CIO office
What format will it be delivered	Strategy document A4
When is it expected to be delivered	Q3 FY2023-24

Project Timeline

Key milestones have been outlined below as a guide. Please note that these are draft delivery timelines and a project Gantt chart will be created after further discussion with stakeholders based on their delivery needs and the successful agency for feasibility.

Deliverables (but not limited to)	Delivery dates
Executive alignment on project plan	Mid September 2022
Contract execution and commencement of work	End September 2022
Creative presentation and stakeholder engagement based on draft brand identity	November 2022
Final approvals on brand identity including Executive, Minister briefing	December 2022
Draft brand book with guidelines to steer CSB signage messaging and approach. Recommendations for delivery: brand mark, visual identity, naming guide, signage approach	End of January 2023
Market research – brand benchmark development	February 2022
User personas and tone of voice	March 2023
Uniforms and design guide	May 2023
Brand communications strategy and campaign	July 2023
Launch of new brand	Quarter 1 of FY2023-24
Employee value proposition	October 2023
Brand health reporting framework	January 2024
Brand asset library	Full library in April 2024 (delivery will be staggered through the 2-year project based on prioritisation with stakeholders)
Final delivery of approved brand book – end of contract	August 2024

5. Stakeholder engagement plan

The success of this project will weigh heavily on the brand team's ability to engage stakeholders and take them along on a journey.

Buy-in is critical in developing a brand that is relevant to stakeholder needs and meets consumer expectations.

A failure to deliver on this will result in an irrelevant brand, significant project financial wastage and reputational risk. A comprehensive engagement plan has been developed to minimise this risk from occurring.

Engagement objectives

To listen to the needs and concerns of all our stakeholders and identify brand opportunities or diminish pain points where relevant.

Provide information to our stakeholders, such as updates on key project milestones and details they need to understand the project.

Engage and partner with our stakeholders in the decision-making processes.

Build involvement and a sense of ownership in the CHS brand within key stakeholder groups.

Create a brand that is fit-for-purpose and suits our consumer and staff needs.

Stakeholder identification

The Strategic Communication and Engagement Branch has identified potential stakeholders. The following criteria is used to determine if an individual or group is identified as a stakeholder:

Will the person or group be directly or indirectly affected by this project?

Does the person or group hold a position from which they can influence the project?

Does the person or group have an impact on the project's resources (material, personnel, funding)?

Does the person or group have any special skills or capabilities the project will require?

Does the person or group represent minority communities?

Does the person potentially benefit from the project or are they in a position to resist this change?

Any individual who meets one or more of the above criteria has been identified as a stakeholder.

Stakeholder mapping – draft

Based on the feedback gathered by the project manager, a further determination may be made to involve key stakeholders in interviews or other project meetings or milestones. Thorough communication with key stakeholders is necessary to ensure all concerns are identified and addressed and that resources for the project remain available.

Stakeholder analysis

All stakeholder groups identified have been assessed based on their levels of interest and influence. Stakeholder groups have received a rating of 1 to 5 for both their interest in the project and their influence on the project.

These ratings are estimates only and are likely to change throughout the project (particularly their interest in the project). The combined score from interest and influence has then been used to determine which stakeholders will be closely engaged, informed or monitored.

Stakeholders with a score of 8 to 10 are key stakeholders and will be closely.

Engaged Stakeholders with a score of 6 to 7 will be kept informed.

Stakeholders with a score of 5 or below will be monitored

We acknowledge that there may be more nuanced levels of influence and interest from stakeholders within each category at different stages of the project. The Brand team will ensure appropriate levels of engagement are undertaken to keep stakeholders satisfied.

Stakeholders	Level of influence	Level of interest	Engagement tactics	Deliverables and themes	Previous engagement	
ACT Government Consumer and Community Groups	<ul style="list-style-type: none"> ACT Disability Reference Group Aboriginal and Torres Strait Islander Consumer Reference Group 	5	4	Direct contact, such as email, phone and in person, with both groups and individual members as needed Information sessions	User personas Tone of voice guide Naming guide	Aboriginal and Torres Strait Islander Consumer Reference Group were consulted in phase 1 and throughout the development of the

	<ul style="list-style-type: none"> Disability Action and Inclusion Consumer Reference Group Multicultural Reference Group 			Attend meetings as requested/if required	<p>Brand mark, universal grid system and visual language</p> <p>Uniform design and guidelines</p> <p>Brand book</p>	Aboriginal and Torres Strait Islander artwork guide.
Independent Consumer Associations	<ul style="list-style-type: none"> Health Care Consumers Association Carers ACT Canberra Multicultural Community Forum Wirrpanda Foundation Migrant and Refugee Settlement Services of the ACT People with Disabilities ACT Women's Centre for Health Matters 	5	4	<p>Direct contact, such as email, phone and in person, with both groups and individual members as needed</p> <p>Information sessions</p> <p>Attend meetings as requested/if required</p>	<p>User personas</p> <p>Tone of voice guide</p> <p>Naming guide</p> <p>Brand mark, universal grid system and visual language</p> <p>Uniform design and guidelines</p> <p>Brand book</p>	<p>Phase 1 consultation included:</p> <p>HCCA</p> <p>Carers ACT</p>

	<ul style="list-style-type: none"> • Mental Health Consumer Network • A Gender Agenda 					
Canberra Health Services	<ul style="list-style-type: none"> • All CHS team members • Chief Executive Officer • Deputy Chief Executive Officer • Chief Operating Officer • All CHS executives • GP Liaison Unit • Infrastructure and Health Support Services • People and Culture • Intensive Care Unit • BreastScreen ACT • DonateLife ACT • ACT Pathology 	5	4	<p>Direct contact, such as email, phone and in person, with both groups and individual members as needed</p> <p>Information sessions</p> <p>Attend meetings as requested/if required</p> <p>All staff emails</p> <p>Digital screens and desktop wallpapers</p> <p>HealthHub</p> <p>Staff forums</p>	<p>User personas</p> <p>Tone of voice guide</p> <p>Values aligned employee value proposition</p> <p>Naming guide</p> <p>Brand mark, universal grid system and visual language</p> <p>Brand book</p> <p>Uniform design and guidelines</p>	<p>Phase 1 consultation included:</p> <p>CEO, DCEO and COO</p> <p>ACT Pathology</p> <p>Canberra Hospital Foundation</p> <p>Joyce Graham and Aboriginal Liaison Officers</p> <p>IHSS</p> <p>People and culture</p> <p>DonateLife ACT</p> <p>ICU and surgery</p> <p>Research</p> <p>Medical services</p>

	<ul style="list-style-type: none"> • PARTY Program • Women, Youth and Children • Canberra Hospital Foundation • Pharmacy • DHR/CIO • Research • Walk-in Centres • Community Health Centres • Mental Health • Volunteers 					
ACT Government	<ul style="list-style-type: none"> • ACT Health Directorate • ACT Emergency Service Agency (ACT Ambulance Service) • Whole of Government Communications • Transport Canberra and City Services 	3	2	<p>Direct contact, such as email, phone and in person</p> <p>Information sessions</p> <p>Attend meetings as requested/if required</p>	<p>Brand mark, universal grid system and visual language</p> <p>Brand book</p>	<p>Phase 1 consultation included:</p> <p>Whole of Government Communications and Engagement team</p> <p>MPC</p>

	<ul style="list-style-type: none"> • Community Services Directorate • Education • Major Projects Canberra 					
Ministers	<ul style="list-style-type: none"> • Minister for Health • Minister for Mental Health • Chief Minister's Office 	4	4	<p>Attend meetings as requested/if required</p> <p>Briefing at key project milestones</p>	<p>User personas</p> <p>Naming guide</p> <p>Brand mark, universal grid system and visual language</p> <p>Brand book</p>	Ministers were briefed as part of phase 1 and budget process.
Academic institutions	<ul style="list-style-type: none"> • Australian National University • University of Canberra • Australian Catholic University 	3	3	<p>Direct contact, such as email, phone and in person</p> <p>Information sessions</p> <p>Attend meetings as requested/if required</p>	<p>Uniform design and guidelines</p> <p>Brand mark, universal grid system and visual</p> <p>Brand book</p> <p>Brand asset library</p> <p>Brand communication strategy and campaign</p>	

Industry	<ul style="list-style-type: none"> • GPs • Capital Health Network • Peak bodies/lobby groups • National Capital Hospital • Private imaging services • Private allied health services • Calvary • Union • CALMS 	2	1	<p>Direct contact, such as email, phone and in person</p> <p>Information sessions</p> <p>Attend meetings as requested/if required</p> <p>Consumer and health professionals' newsletters</p> <p>Contact through GP Liaison Unit</p>	<p>Brand communication strategy and campaign</p> <p>Brand asset library</p>	
Third Party Business and Service Providers	<ul style="list-style-type: none"> • Southcare/Toll • Private pathology providers • Taxis • Ronald McDonald House • Terry White Chemist • Zouki • Sharps provider • ISS Cleaners • NDIA 	2	1	<p>Direct contact, such as email, phone and in person</p> <p>Information sessions</p> <p>Attend meetings as requested/if required</p>	<p>Brand communication strategy and campaign</p> <p>Brand asset library</p>	

	<ul style="list-style-type: none"> • Department of Veteran Affairs • Chaplains • HealthDirect (Federal Government) 					
The media	<ul style="list-style-type: none"> • Canberra Times • ABC Canberra • RiotACT • 2CC • Hit104.7 	1	2	Direct contact, such as email, phone and in person	Brand communication strategy and campaign	

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Communication methods

The methods identified will be leveraged based on the communication preferences of our stakeholders and the sensitivity of the topic discussed.

Primary channels – for engagement in the early stages of brand development

- **Direct contact:** Established relationships and lines of communication will be used to reach key stakeholders and contacts. This will be done via phone, email, Webex, Microsoft Teams or in person.
- **Workshops and information sessions:** Online or in person sessions will be held at key project milestones to update stakeholders. Sessions can be recorded and distributed later to stakeholders who may have missed the session.
- **Online collaborative board:** To allow for stakeholders to input collective feedback in a digital space, we may leverage technologies such as an online whiteboard e.g. Mural.co
- **Email:** Regular email updates will be sent to stakeholder groups at key milestones. Our current email marketing software Swift Digital can be used to distribute updates. This will also provide metrics and insights into engagement levels of certain stakeholders. Consent will be gained from stakeholders before emailing and using metrics.

Secondary channels – will be used when the brand guide is in circulation for broadcast

- **All staff emails:** All staff emails such as our weekly The Check-up and CEO emails will be used to communicate more broadly to all CHS staff members.
- **Digital screens and desktop wallpapers:** Information screens across our health services will be used to engage CHS staff and help build ownership of the brand from within.
- **HealthHub:** The CHS intranet site HealthHub will also be used to provide updates and key information on the project. Brand currently has a dedicated section under the Strategic Communications and Engagement Branch section.
- **Staff forums:** Weekly CEO staff forums can be used to provide updates to staff, as well as put forward subject matter experts to speak more specifically on the brand project.
- **Consumer and health professionals' newsletters:** Consumer, industry and health professionals' newsletters such as Consumer Bites by HCCA, What's New from GPLU and Health InterACTION by Capital Health Network can be used to disseminate information and seek feedback on key milestones of the project.

What do we need from stakeholders – involvement

Direct contact meetings will be scheduled with the line areas across the next two to three months. We are conscious of leveraging resources efficiently and of the current work pressures of CHS.

The brand team are requesting for the following involvement from the business units:

1. Single point of contact from the line area to consolidate advice and coordinate on all brand work within their team
2. Review this project plan and share feedback with us.
3. Invitations to Project Control meetings where relevant
4. Sharing of data and relevant documentation that might aid in the development of the brand work e.g. business strategies, research or survey data
5. Facilitate (initial) interactions with your subject matter experts and contractors
6. Attend brand development milestone meetings to steer, review and/or approve the creative work. A calendar with key dates will be set up.
7. Inform us on what CHS branded assets you are currently working with and/or own.

6. Transitioning the brand

Development of branded collateral prior to the new brand development

Based on the proposed delivery timelines, it is worth noting that the first iteration of the brand guide will only be made available for circulation at the end of January 2023. The brand team acknowledges that there will be several requests to develop branded collaterals between the project commencement and the first delivery. It is our view that the brand work should not impact business as usual, especially if it considers business critical areas such as recruitment, business operations and patient education and care.

It is the recommendation of the brand team that where possible, **new brands are not developed until the brand guide is complete**. This is to avoid inefficiency and wastage should it not align with the new brand down the track.

Collaterals that leverage existing brand may be considered, to ensure business-as-usual is maintained. Until the roll out of the new brand, requests from the line area to develop existing branded collateral will be reviewed based on the following criteria.

1. How critical is this message? What is the scale of impact and risk to consumers or the business if it is not developed?
2. How urgent is this message? What happens if it is not communicated at this moment – can it wait for the brand roll out.
3. What is the quantum of production and distribution? How much collateral are you producing and where will it be published.
4. How permanent is it? How long will the collateral be in circulation for? Can you control and manage the circulation – what format is the collateral in?
5. Budget – do you have budget to reproduce or re-print when the new brand is rolled out?

Managing legacy branding with asset mapping and a roll out plan

There is a significant volume of branded CHS assets that exists in circulation, and they will require a change over when the new brand is implemented. This will not only be time intensive but in certain instances may have significant cost implications.

In collaboration with stakeholders, we will develop a master list of all CHS brand assets. A more detailed decision-making approach and roll out plan will be provided with stakeholder input and after the commencement of the brand agency.

7. Project success measurement framework

The brand team are currently undergoing a data gathering exercise across business line areas to develop a measurement framework – we understand there are surveys on customer satisfaction, ease of navigation and patient experience, but this data is not easily accessible to us as they exist in silos. Our stakeholder engagement will cover these requests from line areas. It is also worth noting the last brand-fronted market research was undertaken in 2018 (while the organisation was still merged with ACT Health Directorate).

We would like to be able to measure the effects of the brand ‘health’ over time and will develop a framework to do so. Brand health can be defined as a measure of how well a company or brand delivers on certain attributes of a product or service that it promises its customers, especially how those attributes are perceived by customers. We have developed SMART objectives across a number of metrics such as customer satisfaction, brand awareness, sentiment, perception, customer experience, talent acquisition and lead generation that require uplift studies. Where possible, the data will be provided by the business line areas in CHS based on existing reporting tools, but in certain cases, we will be required to undertake market research to set up a baseline quantitative measure.

Qualitatively, we would also need to track the consistency of work being produced in-line with the new brand guide and we plan to consolidate this into a reporting framework or performance score card.

Sample framework

Objective	Baseline / Target / Stretch Target	Example metrics	Data source	Data owner	Frequency of monitoring	Performance to date
Aligns and enhances the CHS vision and values	To be filled through the stakeholder engagement data gathering exercise	% association across ‘reliable, progressive, respectful, kind’	Brand tracker - market research	Brand team	Annual	
Resonates with the public		% perception of CHS in ‘quality’ - creating exceptional care	Brand tracker - market research	Brand team	Annual	

Increases ease of navigating our services		% increase in customer satisfaction	Consumer survey	IHSS		
Supports in the increase of revenue		% increase revenue for commercial business ACT Pathology and grant funding in Research	Sales report	Finance		
Improves consumer feedback and public reputation		sentiment – net promoter score uplift, brand awareness and recognition	Consumer surveys & Brand Tracker	Brand Team		
Increases perception of CHS as employee of choice, influencing retention and recruitment of high-quality candidates		% perception of employee of choice, lead generation and loyalty, % increase of applications and % decrease in turnover rate	Employee survey	People & Culture		
Consistency of branded collaterals developed		% of collateral developed that reflects new brand, vision and values	Internal brand audit	Brand team	Annual	

8. Risk plan and mitigations

The risk plan for this project has been developed based on the ACT Government ACTIA Risk Matrix and risk categories relevant to the CHS Risk Matrix. The risk plan will be reviewed monthly to allow for assessment based on early warnings and to trigger mitigation strategies as required.

Category	Risk	Mitigation strategy	Likelihood	Consequence
People	Key stakeholders or public do not feel part of the journey and as a result, do not accept the new brand.	Consult or inform key stakeholders at milestones throughout the project, and ensure opportunities to be heard.	Possible	High
	CHS executives and staff don't have the time or resources to provide feedback.	Ensure ample time for feedback and feedback methods are convenient and tailored to communication styles and preferences of individual working areas. For example, if hosting a forum, ensure night and weekend staff have the opportunity to be involved.	Likely	Medium
	CHS staff do not get engaged and don't take ownership of the new brand.	Provide multiple options for staff to provide feedback, such as email, digital screens, wallpapers, HealthHub.	Possible	High
Ensure key milestones are communicated throughout the organisation, across different channels.				
		Involve staff in decision making processes wherever possible. Make		

		the brand relevant to them.		
	Brand awareness of the new CHS brand is low and impacts recruitment space.	Consult and work with the CHS People and Culture Division to create awareness of and build the CHS brand externally among potential recruits.	Possible	Low
	Brand doesn't meet accessibility and cultural requirements of our community.	Engage with relevant consumer groups and organisations throughout the project to ensure accessibility and cultural requirements are met.	Unlikely	High
Clinical	Wayfinding not fit-for-purpose and causes implications to consumers health, for example can't find the appropriate service	Comprehensive assessment of wayfinding needs to ensure standards are met. Consult with key consumer groups and organisations who can advise on wayfinding needs and requirements. Ensure research/learnings from mistakes are considered.	Possible	High
Financial	Lack of value for money.	Ensure briefing process is clear to avoid scope creep	Unlikely	Low
		Diligent tracking of expenditure throughout project life – reporting as needed.		
	Rebrand negatively impacting ACT Pathology's ability to run	Engage closely with ACT Pathology to ensure all brand needs are	Rare	Medium

	their business.	identified and met through the rebrand.		
		Keep ACT Pathology staff informed and updated. Work towards a marketing strategy to inform public when it is launched.		
	Improper budget or contract management.	Clear business plan and budget approach, including requirements on the deliverables are documented for transparency reasons.	Unlikely	High
		Work closely with brand agency to ensure adequate budget spend and allocation.		
	Budget reduced during budget bid – funds secured no longer total contract value as stated.	Align funds with stakeholders and offer transparency to budget holders through 6 month reports. Ensure contract with creative agency allows for adjustments of contract value.	Unlikely	High
Business processes and systems	Border closures and COVID-19 restrictions prevent in-person meetings with agency.	Accommodate for MS Teams online meeting.	Possible	Low
	Project continuity and team members changing, which causes a lack of consistency.	Build brand roles and tasks into position descriptions of the broader Strategic Communication and Engagement Branch.	Possible	Medium

		Introduce and recruit permanently for brand positions moving forward.		
	Agency unable to deliver on timelines - lack of capacity.	Ensure project timelines are identified in the RFP for transparency. Capacity is a key criteria in evaluation.	Possible	High
		High level timeline will be provided in the RFP to ensure that the tendering agencies will have to meet the capacity requirements to start work immediately		
Compliance and regulation	New ACT Government logo crest compliance.	Engage and work closely with ACT Government to ensure compliance.	Rare	High
	Brand mark picked could breach intellectual property issues.	Seek advice from Government Solicitors to ensure compliance with intellectual property.	Rare	High
	Someone uses our logo illegally.	Work with Legal team to ensure intellectual property is attained.	Rare	Low
	FOI requests on procurement process.	Ensure procurement process is vetted by CHS Procurement Officer. Ensure proper documentation of process.	Possible	Low
Reputation	CEO/MO unprepared to answer questions on project.	Ensure CEO and MO are regularly briefed and have up to date talking points available.	Unlikely	Medium
	Risk of negative feedback from industry due to 'select' tender process.	Adhering to procurement protocols with strong rationale behind the pre-	Possible	Low

		identified agency participants		
	Enquiries from public on 'brand refresh' and cost.	Clear documentation of business case and procurement approach including clarity within statement of requirements on the deliverables and how they are of value/need to the territory.	Possible	High
Environment	Brand recommendations don't consider sustainable materials.	Adequately brief the agency to ensure environmental and sustainable materials are considered throughout all aspects of brand project.	Unlikely	Low

9. Reporting and governance

All documentation and approvals will be saved in the CHS Strategic Communication and Engagement intranet 'Utopia' – they will be categorised and tagged for easy document retrieval should it be required for reporting purposes through the project life.

A brand related project control group meeting may also be set up at a later stage during the roll out phase, with meeting minutes captured.

For transparency, reports will also be developed and shared with relevant stakeholders. These include:

1. Bi-monthly updates to the CHS stakeholders through email or intranet.
2. Quarterly reporting on actions taken and risks will be developed and reported through the Office of the DCEO to the Our People Committee, then CHS Executive Committee where relevant.
3. We will also explore the option of sharing project updates through the Canberra Hospital Expansion Project Steering Committee.
4. We will also report through WHOG Comms team and Ministers' Offices where relevant.
5. Budget reconciliation for CHS finance team and ACT Health Directorate on a bi-annual basis.

This section will be updated with relevant templates pending a further discussion on the reporting needs of the various stakeholders e.g. CFO office.

Example template

Report on a page											
Month End											
Project	CHS Brand Project										
Project Owner	Insert the name of the project owner										
Key Performance Indicators											
8. Details on delivery based on program schedule 9. Financial and budget tracking – spend to date											
Stakeholder comments											
Any noteworthy stakeholder feedback for consideration											
Project risk / mitigation – issues escalation											
Any early warnings of risks to delivering on targets Actions taken to mitigate risks											
Project key successes / opportunities											
What are the success stories and highlights for the reporting month(s)											
Project Milestones / Schedule											
This section will report project high-level milestones for the project and when they are scheduled and the risk to achieving the date (green – on track, amber – minor risk that is being managed, red – major risk that needs intervention and elevation).											
<table border="1"> <thead> <tr> <th>Ref</th> <th>Milestone</th> <th>Milestone Date</th> <th>Risk</th> <th>Comment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td style="background-color: #90EE90;"></td> <td>On track</td> </tr> </tbody> </table>		Ref	Milestone	Milestone Date	Risk	Comment	1				On track
Ref	Milestone	Milestone Date	Risk	Comment							
1				On track							
Date Report Prepared: Report Prepared for:	Date the report has been finalized and the target audience of the report										

Responsible, Accountable, Consult, Inform – Matrix (RACI)

A RACI matrix will be developed with stakeholders to ensure clarity on decision making and final say. This considers:

- Teams who are responsible for delivering the work

- Teams who are accountable for final delivery and approval
- Stakeholders who are consulted to ensure feedback and considerations can be impacted in the project
- Stakeholders who are informed on project status or details at relevant milestones

Sample template below – we are seeking Executive discussion on accountability from line areas, as some of these deliverables directly impact their business.

Project deliverables	CEO/DCEO	Brand Team	Line area	Consumer Reference Group	Ministers
Brand strategy	A	R	C	I	C
Brand book	C	A/R	C	C	I
Tone of Voice	C	A/R	C	I	I
Brand mark	A	R	C	I	C
Employee Value Proposition & Recruitment Campaigns	C	R	EGM P&C: A	I	I
Uniforms and livery	C	R	NMPSS or Procurement or P&C: A	I	I
Internal brand campaign	A	A/R	C	I	I
Brand assets	C	A/R	C	I	I
Naming guide	A	R	C	C	C

Contract management

The brand team will leverage CHS Procurement Team's expertise to ensure ethical and appropriate contract management actions are taken place. This will include reporting to contracts register as well as briefs to WHOG Procurement team as required.

An annual review of the brand agency will allow CHS to evaluate the performance of the brand agency. Key performance indicators include:

- Attendance of project meetings
- Quality of work delivered and client satisfaction
- Ability to manage budget (avoid scope creep)
- Ability to manage delivery timelines (avoid delay)
- Delivery on the agency's reconciliation action plan and commitments as outlined in the contract requirements

Quantitative measurements will be included pending a further discussion with the successful agency.

10. Project learnings

This section will be updated as the project progresses. The template below is indicative only.

Category	Date raised	What happened?	Recommendations	Actions taken	Owner


11. Appendix

Stakeholder Engagement - Action plan – working document

Date/timing	Stakeholder	Engagement tactic	Responsibility	Cost
W/c 15 August 2022				
19 August	Infrastructure and Health Support Services (IHSS) – Vanessa Brady, Campus Modernisation	Meeting		N/A
W/c 22 August 2022				
24 August	DCEO	Kick off Meeting		
26 August	Infrastructure and Health Support Services (IHSS) – Chris Tarbuck, Facilities Director	Meeting		N/A
22 August	MPC Comms – Sophie Blake	Meeting		
W/c 29 August 2022				
30 Aug	ACT Pathology - Glenn Edwards	Meeting		N/A
W/c 5 September 2022				
TBA	Women, Youth and Children's Division –	Meeting		N/A

	Susan Freiberg			
	Executive Committee - Presentation			
	Joyce Graham – Aboriginal and Torres Strait Islander Liaison Unit Manager	Meeting		N/A
TBA	Arts in Health Curator – Jennifer McFarlane	Meeting		N/A
W/c 12 September 2022				
	Meeting with DHR team			
	Imogen Mitchell, ED of Research			
	Meeting with ICU			
W/c 19 September 2022				
	Whole of Government Communications – Executive Group Manager, Trish Johnston	Meeting		
W/c 26 September 2022				
TBA	People and Culture – Executive Director, Kalena Smitham (<i>Kyra Maher, Jim Tosh and Flavia DeAmbrosio</i>)	Meeting		N/A
W/c 3 October 2022				
TBA	Intensive Care Unit – Executive Director, Lisa Gilmore	Meeting		N/A
TBA	Dental Health Services – Executive Director, Jo Morris	Meeting		N/A
W/c 10 October 2022				
TBA	Canberra Hospital Foundation – Chief Executive Officer, Helen Falla	Meeting		N/A

Acknowledgement of Country

 Canberra Health Services acknowledges the Traditional Custodians of the land, the Ngunnawal people. We acknowledge and respect their continuing culture and contribution to the life of this city and region.



Accessibility

Call (02) 5124 0000



Call 131 450

canberrahealthservices.act.gov.au/accessibility

DRAFT

**SUBJECT: Contract Execution: CHS Brand Refresh – Creative Partnership with Studio Binocular**

To: Dave Peffer, Chief Executive Officer, Canberra Health Services

Through: Canberra Health Services Procurement Committee
CHS.Procurement@act.gov.au

From: David Jean, Executive Branch Manager, Strategic Communication and Engagement

Date: 9 September 2022

Purpose

To update you on the Canberra Health Services (CHS) Brand Agency procurement and to seek your approval to execute the Agreement between CHS and the preferred creative partner, Studio Binocular, with the two-year contract valued at \$800,000 (inc. GST).

Background

On 29 July 2022 you agreed for CHS Strategic Communication and Engagement Branch to undertake a procurement for the services of a creative agency to deliver on a critical brand refresh to strengthen and modernise the CHS brand in anticipation of the transformation of the Canberra Hospital campus (COR22/24942).

A minute to proceed with the fund allocation for this project across two years and procure a brand agency through a select tender process was approved by the Chief Executive Officer (CEO) earlier in 2022.

Issues**Procurement Methodology**

The procurement method for this project was Select Tender via the Whole of Government, Creative and Digital Communication Panel (SON3637213).

Quotations were sought from the following suppliers; Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii) Studio Binocular.

The Evaluation Team assessed the quotations received in accordance with applicable procurement policies and guidelines. The Evaluation Team members were:

- David Jean, Executive Branch Manager, Strategic Communication and Engagement, CHS

- Elaine Greenway, Senior Director, Content, CHS
- Renee Murray, Creative Director, CMTEDD
- Josie Khng, Senior Director, Brand, CHS
- Brienne Connor, Communications Manager, CHS

The Evaluation Team received and assessed responses from, ^{Schedule 2.2(a)(xi),} ^{Schedule 2.2(a)(viii)} [REDACTED] Studio Binocular [REDACTED]

Respondents delivered a proposal against the following evaluation criteria:

	Evaluation Criteria	Weightage
1	Agency's approach to delivering the project	40%
2	Proposed team structure and capabilities	15%
3	Demonstrated relevant experience inc. work samples	25%
4	Value for money	10%
	Total score for shortlisting	100%

For an overview of the evaluation commentary, please see [Attachment A](#) - CHS Brand Project Evaluation Summary.

Based on the scores, two agencies ([REDACTED] Studio Binocular) were shortlisted and invited to an online meet and greet.

Studio Binocular demonstrated stand out skills, experience and capabilities, significantly outperforming the other respondents across the criteria. They have been identified as the preferred supplier for the following reasons:

- Their written proposal was thorough, comprehensive, and tailored to CHS needs – it addressed all deliverables in the statement of requirements and value added by identifying challenges and opportunities in delivering this project which indicated a strong understanding in the sector and business problem. Please see [Attachment B](#) - CHS Brand Project – Studio Binocular proposal for more details.
- A consortium approach has been proposed to deliver the brand services including a research and stakeholder engagement agency (Bastion Insights) and social impact and accessible design agency (Thinkrum). This will allow CHS to leverage experts in the industry under one team. The working team identified have a wealth of experience, capabilities and relevant qualifications.

- They demonstrated an understanding of the working complexities on this project and provided relevant examples of their credentials in undertaking similar work including large scale wayfinding projects.
- They offered an integrated approach with consideration to diversity and inclusion through Thinkrum with WCAG AAA capabilities. The consultant identified is also a thought leader in design accessibility in the industry.
- Their proposal was considered value-for-money for the Territory and their rates are competitive with the industry and deliverables for a similar scope.
- They delivered an engaging presentation which showcased their expertise and positive team chemistry. They demonstrated their innovative approach and agency vision in delivering purposeful work for CHS and provided a substantial number of relevant case studies. The meet and greet gave the panel confidence in their ability to work collaboratively, manage stakeholders and deliver on the project.

No high risks have been identified in procuring the services of Studio Binocular. However as a low risk, they are an interstate agency based in Melbourne with only one representative in Canberra (via Bastion Insights). Travel and accommodation have been budgeted into this project, however where possible to ensure value for money, interactions will be through online video conferencing.

Recommendation

That you:

- As Territory and Financial Delegate, you agree to execute the Agreement (Attachment C) between CHS and the preferred creative partner, Studio Binocular, with a two-year contract valued at \$800,000 (inc. GST).

AGREED/NOT AGREED/PLEASE DISCUSS

.....
Dave Peffer
Chief Executive Officer
 September 2022

David Jean
Executive Branch Manager
Strategic Communication and Engagement

Action Officer: Josie Khng
Unit: Strategic Communication and Engagement
Extension: 

CHS Brand Project Group Evaluation Summary – 5 September 2022

Reference ID: CHS 2021041502

Renee Murray (Panel member, CMTEDD), Josie Khng (Panel member, CHS), Elaine Greenaway (Panel member, CHS), David Jean (Chairperson, CHS), Paula Lang and Brienne Connor (Observer and scribe, CHS)

Preferred supplier identified

Studio Binocular

Score: 90

Summary

Studio Binocular achieved the highest scores out of all respondents based on the RFP criteria. They have been identified as the preferred supplier to deliver on the CHS brand project for the following reasons:

- Proposal was thorough, comprehensive, and tailored to CHS needs – it addressed all deliverables in the statement of requirements and value added by identifying challenges and opportunities in delivering this project which indicated a strong understanding in the sector and business problem.
- Working team proposed possesses a wealth of experience and had relevant qualifications.
- They demonstrated an understanding of the working complexities on this project and provided relevant examples of their credentials in undertaking similar work. An example: they addressed the need to develop complex brand architecture and identified opportunities to create and leverage a strong government brand that was built on business needs.
- The panel responded positively to the consortium style approach of specialist experts with longstanding working relationships. This approach has allowed the agency to leverage partners with strengths in stakeholder engagement, social impact and accessibility experience.
- The examples provided demonstrated strong experience in delivering both brand development and campaign implementation.
- They offered an integrated approach with consideration to diversity and inclusion through Thinkrum with WCAG AAA capabilities. Consultant identified is also a thought leader in design accessibility in the industry.
- The agency has significant capability and experience in executing wayfinding and placemaking. They provided examples of award-winning projects that they've worked on.
- They delivered an engaging presentation which showcased their expertise. They demonstrated their innovative approach and agency vision in delivering purposeful work for CHS and provided a substantial number of relevant case studies. They also demonstrated a positive team dynamic between the working team in answering the questions and gave the panel confidence in their ability to work collaboratively, manage stakeholders and deliver on the project.

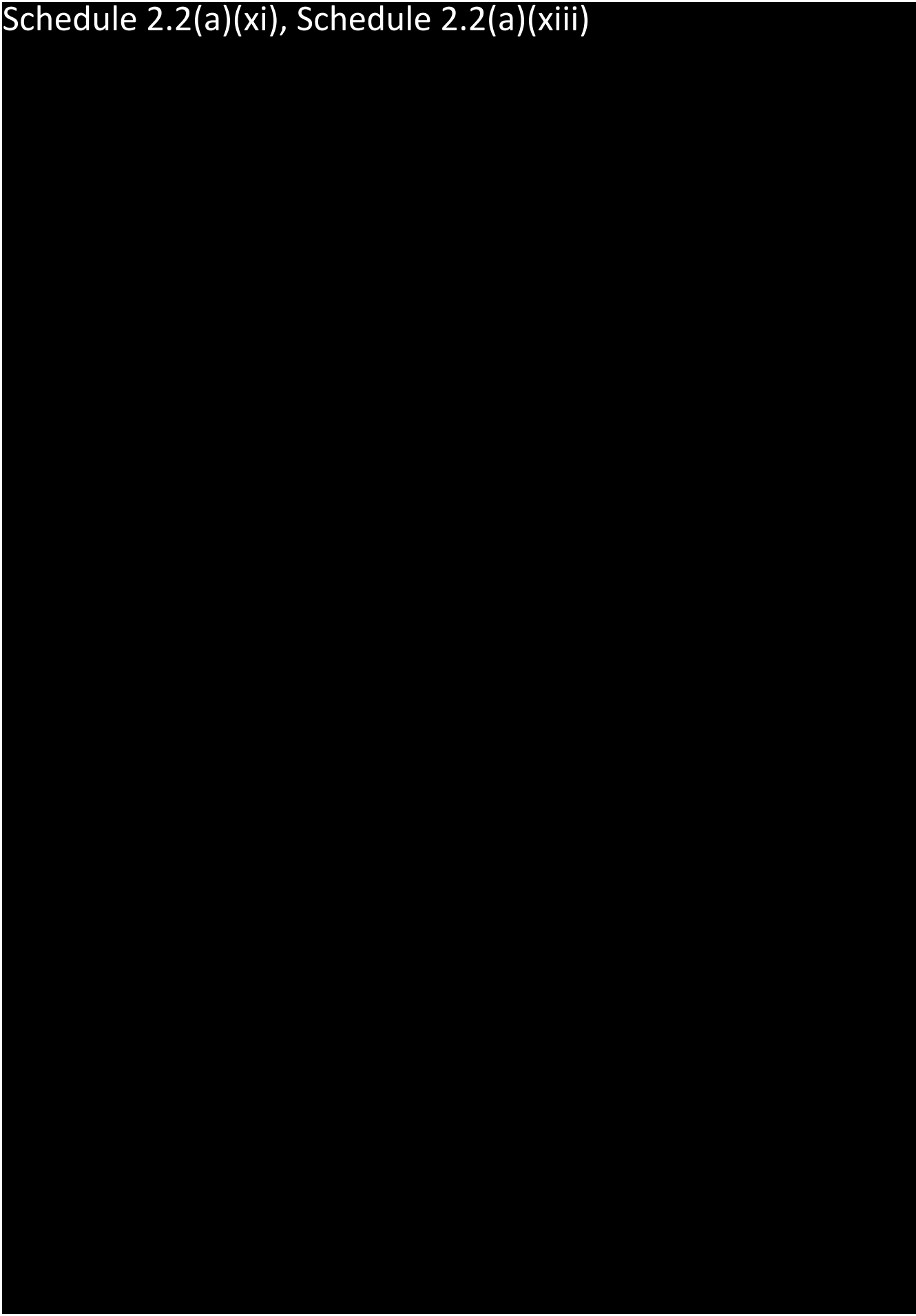
Risk

Only one team partner (Bastion insights) is based in Canberra. We will engage with the agency online unless physical presence is required e.g., site tours. Budget has been allocated to travel and will be monitored through this project.

Other submissions

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

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



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



For further details on the evaluation and calculation of scores, please refer to the Group Evaluation Scoring document.
This evaluation has been reviewed and endorsed by:

Signature:

David Jean, Executive Branch Manager – CHS
Evaluation Panel – Chair
Date:

Signature:

Elaine Greenaway, Senior Director - CHS

Evaluation Panel – Member
Date:

Signature:

Renee Murray

Renee Murray, Creative Director - CMTEDD
Evaluation Panel – Member
Date: 06 September 2022

Signature:

Josie Khng, Senior Director - CHS
Evaluation Panel – Member
Date:

**Canberra Health
Services brand
refresh**

Ref ID CHS 2021041502

Closing: 4pm

Monday 22 August 2022

**STUDIO
BINOCULAR**

Canberra Health Services brand refresh for the ACT Government

Thank you for the invitation to present our submission to revitalise the Canberra Health Services brand into one which is modern, values-centred and puts people at the forefront of everything it does.

Over 21 years, Studio Binocular have built a sophisticated understanding of user-centred government, healthcare, placemaking, and the unique needs of large organisations.

The CHS brief presents a rare opportunity to be able to contribute these insights to a project which will help to create a modern, responsive and high quality health service for the 420,000 people who call Canberra home. Studio Binocular would relish the opportunity to help create a meaningful, accessible and human-centred brand experience for customers, staff, and the wider community alike.

Our proposal brings together three established and award-winning teams, with a proven history of collaboration and delivery. As the lead agency, Studio Binocular would be supported by research agency Bastion Insights, and social impact and accessible experience agency Thinkrum.

Our collaborative and highly experienced team brings the consultation, strategic, design and management skills necessary to support a project of this scale and nature. Our team's long-standing relationships with clients including the Commonwealth Department of

Health, Victorian State Government, City of Melbourne, Universities of Melbourne, Monash, Deakin and RMIT Universities; Cancer Council, Neami National, Melbourne Biomedical Precinct and both Monash and Austin Health – are testament to our ability to deliver an excellent result for this ambitious project – on time, on budget, and inline with your vision of 'creating exceptional health care'.

Please find following our submission, in the form of the RFQ brief.

Contents	Page
01. Our approach to the requirements and deliverables	03
– A multidisciplinary team with the right mix of skills	04
02. Examples and insights from our creative portfolio	27
– University of Melbourne & Telstra Creator Space	29
– Digital Victoria for the Victoria State Government	32
– Safe and Equal	35
03. Our collaborative project team	38
04. Brand communication strategy and campaign quote	42

If you have any questions or would like to discuss further please don't hesitate to get in touch:

Studio Binocular

1/230 Smith Street,
Collingwood Vic 3066

Laura Cornhill,

Director

[Redacted]

[Redacted]

Susan Carew,

Business Development

[Redacted]

[Redacted]

YAWA.
AQUATIC CENTRE



Canberra Health Services

01

Our approach
to the requirements
and deliverables

**STUDIO
BINOCULAR**



YAWA.
AQUATIC CENTRE

A multi-disciplinary team to deliver a truly people-centred brand

The Canberra Health Services rebrand is a complex project, requiring a specialised yet diverse set of skills. To deliver a best-practice, truly human-centred result, our proposal brings together three established and award-winning teams, with a proven history of collaboration and delivery.

As the lead agency, Studio Binocular would be supported by research agency Bastion Insights, and social impact and accessible experience agency Thinkrum.

Our collaborative and highly experienced team harnesses the skills of award-winning brand specialists, experiential designers, writers, researchers, accessibility experts and project managers to deliver integrated results for complex projects – all bound together by clear creative and strategic direction. This is all grounded in a sophisticated understanding of user-centred government, healthcare, placemaking, and the unique needs of large organisations.

Lead Agency

STUDIO BINOCULAR

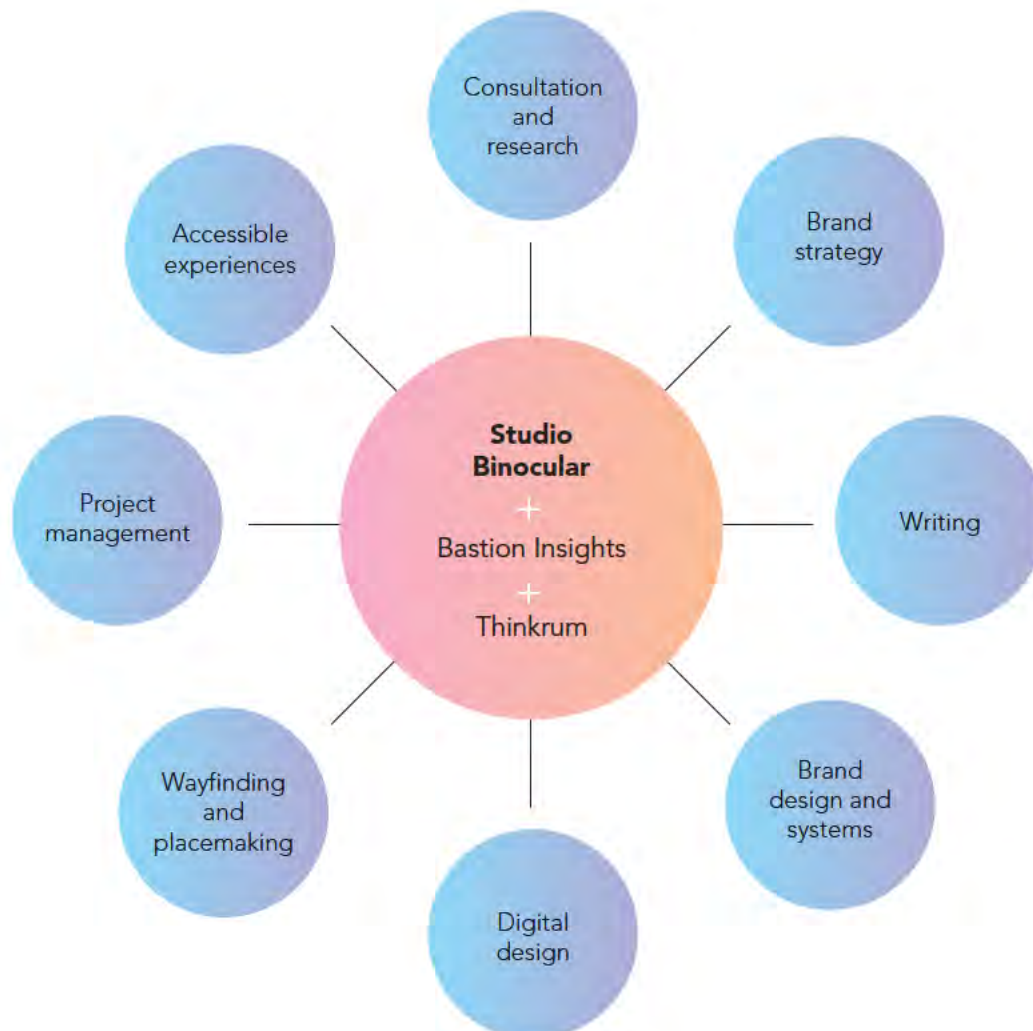
Brand strategy, architecture and design. Creative direction, campaign development, wayfinding and placemaking, digital, video and motion.

Bastion Insights

Stakeholder consultation, research services, insight generation, brand experience, behaviour change, concept testing and cross-cultural insights.

Thinkrum

Social impact firm, champions of the lived experience, digital inclusion and inclusive design, best practice WCAG expertise.



Why Studio Binocular?

We work with

Leading government departments, agencies, authorities and academic institutions responsible for delivering world-class services to all Australians.



A range of brands within this complex brand architecture – all working towards better services for Victorians



CITY OF MELBOURNE

Governing one of the world's most livable cities and advocating for its future

Melbourne Biomedical Precinct.

World-leading biomedical precinct, made up of 40+ partner organisations



A brand mission to build a connected future where everyone can thrive.



Innovative work in education and public health to support health equity.



Innovating with industry to solve complex challenges, re-skilling a future-ready workforce, providing lifelong learning opportunities and educating the next generation.



Australian Government
Australian Institute of Family Studies

Research to inform government policy and family services



We bring

Strategic brand development expertise and proven experience across:

Brand strategy and design

Research and consultation

Accessibility and human-centred design

Brand systems and style guides

Digital and placemaking



To deliver

Positive brand outcomes and results, including:

Innovation

Clarity

Effectiveness

Engagement

Behaviour change



And contribute to

A happier, healthier and more resilient society.

Our strategic partners



Bastion Insights are focused on improving the human experience of brands, products, and society through insight generation. They believe that for businesses and communities to thrive, they need to understand humans and why they behave the way they do. By unpacking the complexity of human behaviour and business issues, they have gained a reputation as true partners who help their clients move forward fast.

Bastion Insights is fast-paced, customer-centric and culturally attuned. Australia's leading agile insights consultancy using customer communities, human-centred design, behavioural science and cross-cultural insights to ensure our clients keep pace with an evolving Australia.

We are dynamic and forward-thinking, our agile approach and smart use of technology means we deliver insights quickly, when and how you need them to deliver to business needs. Our people are driven by curiosity to improve the human experience, from consumer insight and customer intelligence, to social marketing and communications and public sector research.

Understanding the nuances of government projects

Delivering large and complex projects in short timeframes: Bastion Insights' team is accustomed to working on large, multi-phase projects that are delivered in extremely short timeframes. Working with open briefs and broad objectives, we have delivered a number of very large significant formative research projects, that synthesized an understanding of customer attitudes, needs and behaviours, in what is often very complex areas and often under incredibly tight timeframes.

'On-point' reporting: Reporting for government is a highly specialised field, particularly when it has web accessibility requirements. We are experts at meeting this need whilst keeping our reporting succinct, relevant and objectives focused.

Inclusiveness: Almost all our studies for government department and agencies require a breadth of audiences for inclusiveness – Indigenous, CALD, disability – as well as mainstream audiences.

A proven partnership

Studio Binocular and Bastion Insights have worked together on major projects for:

- » Digital Victoria – a new group established within DPC
- » Solar Victoria – refreshing the brand for the Victorian Government's solar delivery agency
- » The Vic Kids Eat Well initiative – a partnership between Vic Gov and Cancer Council Victoria
- » Alcohol Change Vic – a collaboration of organisations, including Cancer Council Victoria and Vic Health, concerned about alcohol harms
- » Safe and Equal – the Victorian peak body for the prevention of family violence
- » DFAT – Centre for India-Australia Relations (currently in progress)



Thinkrum is a social impact design firm. We partner with organisations to amplify the positive impact of their work for communities around Australia, and the wellbeing of people in those communities.

We are champions of the lived (and living) experience, optimism, exploration without borders, the value of difference and, most importantly, our clients' visions for a better world. Everything we do begins and ends in partnership with the people we are designing for.

We use a combination of Human Centred Design (HCD) methodologies and hard-core strategic analysis to deliver purposeful, practical and measurable value at whatever scale our clients need. We benchmark and measure the success of what we achieve with our clients against social impact metrics, such as who benefits, how they will benefit and how long the sustainability will last.

Our clients include organisations in the corporate, government and not-for-profit sectors, with research, strategy definition, program design and delivery projects.

The Thinkrum team have diverse backgrounds and expertise in research, experience and service mapping, inclusive design and corporate and social responsibility program development.

A proven partnership

Studio Binocular and Thinkrum have worked together on the major research, naming, brand and website development project for Safe and Equal – ensuring this vital website met (WCA) 2.1, to a Level AA.

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

Proposed budget overview

Please find below a summary of Studio Binocular's proposed budget breakdown, based on the approach outlined on previous pages.

Project Stages as per our proposed approach

Stage 1. Onboarding & Discovery

Stage 2. Planning

Stage 3. Initial research, consultation, personas & journey maps
 – Focus groups with general public; Group sessions with CHS staff;
 & interviews with key stakeholders [REDACTED]
 – Customer journey mapping & user personas [REDACTED]

Stage 4. Brand Strategy

Stage 5. Preliminary brand architecture, naming & systems

Stage 6. Brand development and testing
 – Brandmark, universal grid system and visual language [REDACTED]
 – Concept testing [REDACTED]
 – 3 rounds of concept refinement [REDACTED]

Stage 7. Brand expansion

Stage 8. Brand Book

Stage 9. Brand communication strategy and campaign
 See detailed breakdown on page 43

Stage 10. Employee value proposition

Stage 11. Uniform design

Accessibility consultation throughout

Project Management throughout

Contingency budget for additional consultation/research activities

Contingency budget for additional design requirements

Budget allocation for Brand photography

Budget allocation for Collateral printing

Budget allocation for travel

Subtotal (ex GST)

GST

TOTAL (including GST)

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

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



Yawa Aquatic Centre: Consultation, naming and brand development for this state-of-the-art facility located on the Mornington Peninsula.



Bunjil Place: Consultation, naming and brand development for the City of Casey's arts and cultural precinct in Melbourne's south east.



Hello.

We're
Digital
Victoria.

Canberra Health Services

02

Examples and
insights from our
creative portfolio

**STUDIO
BINOCULAR**

We're here
to ask



“
How can we give
Victorians the
future-focussed
government they
deserve?
”

DIGITAL VICTORIA



Insights gained from our experience

Studio Binocular and Bastion Insights bring considerable experience to this project – having worked with many government, community and health clients who are dedicated to creating a healthier future for all Australians.

Cancer Council Victoria

Research, strategy, naming and brand development for initiatives Alcohol Change Victoria, and Vic Kids Eat Well. Both in partnership with Vic Gov, aiming to improve the long-term health of Victorians.



Monash Health & Austin Health

Awareness and giving campaigns for two of Melbourne's most highly respected health providers. This work has given us insights into the complexity of the organisation and its stakeholders.



Commonwealth Department of Health

Mental health concept testing for 'Head to Health' as part of the Australian Government's \$48.1 million support of the Mental Health and Wellbeing Pandemic Response Plan amid COVID-19.



NSW Ministry of Health

Consulting with low socio-economic status audiences to provide a qualitative understanding of the strengths, weaknesses and likely actions as a result of the 'Make Healthy Normal' campaign.



Melbourne Biomedical Precinct

Initiated by the Premier's Jobs & Investment panel, MBP is a leading education and employment precinct, looking at how collaboration, data and research lead to exponential knowledge advancements. We developed the brand for this innovation precinct, which sees 40+ partner organisations and hospitals.

Melbourne Biomedical Precinct.



Canberra Health Services

The experience we bring

Cities of Melbourne, Sydney and Adelaide

Our long-term relationship with the City of Melbourne has seen us deliver everything from major events to complex websites. We have also worked with the Cities of Sydney and Adelaide on extensive, best-practice wayfinding and placemaking projects.



Yawa Aquatic Centre

Community consultation, naming and award-winning branding for this aquatic centre on the Mornington Peninsula. The name Yawa means 'to swim' in the local language of the Bunurong people, and the centre is now a celebrated heart of the community.

YAWA.
AQUATIC CENTRE

University of Melbourne, Monash University, Deakin University and RMIT University

Working with Victoria's leading universities across their full offering – from undergraduate students through to research centres, alumni relations and industry engagement. We bring a strong appreciation for how these complex organisations approach their brand architecture and how they leverage strong master brands to increase their impact and recognition.



Royal Botanic Gardens Victoria

We're collaborating with the award-winning visitor experience team, indigenous architects and Traditional Owners to develop a world-class physical and digital wayfinding system which will enhance the experience for all visitors.



Royal Botanic Gardens Victoria

Case study 01: Brand

Telstra + University of Melbourne

Telstra Creator Space

Telstra Creator Space is a partnership brand between Australia's No.1 University and Australia's leading teleco. It brings together two of Australia's largest and most valuable brands into one engineering and IT Fab Lab. Our role was to create a brand which navigates the two complex (and carefully guarded) brand systems, while also celebrating creative technology and inspiring the next generation of IT innovation.

We ran consultation sessions and interviews across both organisations to understand their aspirations for the brand. Our brand workshops and interviews helped us to co-create the brand values with Telstra and the University of Melbourne.

Innovation through collaboration

This key brand theme is represented through interlocking shapes which adapt through the language – plus video content where people are able to innovate and achieve more by working together. This first-of-its kind partnership between researchers, students and industry to create engineering and IT innovations will shape the way we connect. Through the connection of

disciplines like computational mathematics, artificial intelligence and ethics the Telstra Creator Space will approach challenges from multiple perspectives – helping to forge ahead through experimentation, rigour and teamwork.

A brand with curiosity at heart

The brand is based on asking new questions to problem solve for our future. The questions all tie back to research which will be undertaken within the space – as students seek answers to some of tomorrow's most pressing challenges.

This connection to the work, and to a common sense of purpose, was key to developing a unique and ownable brand which has been widely embraced throughout both organisations. The brand taps into the work and showcases the impact – helping to create a memorable and engaging brand experience.

Graphic language

We developed a graphic language built from human computer interaction charts and the engineering process of: Prototyping. Testing. Reviewing data.

Changing. We used this system to articulate the interplay between disciplines within the Telstra Creator Space.

Sharable content

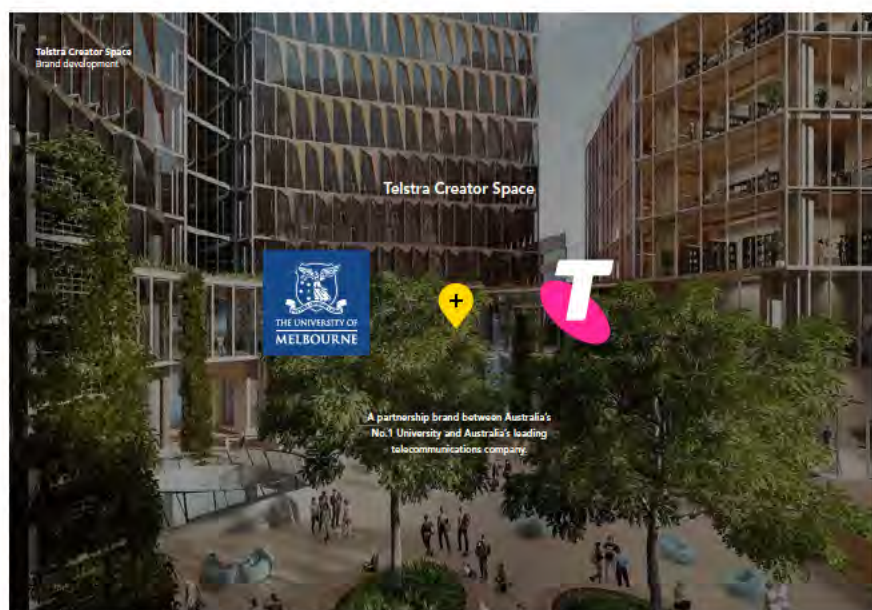
The questions were brought to life through shareable videos across social channels and on large screens across the site.

Wayfinding & environmental signage

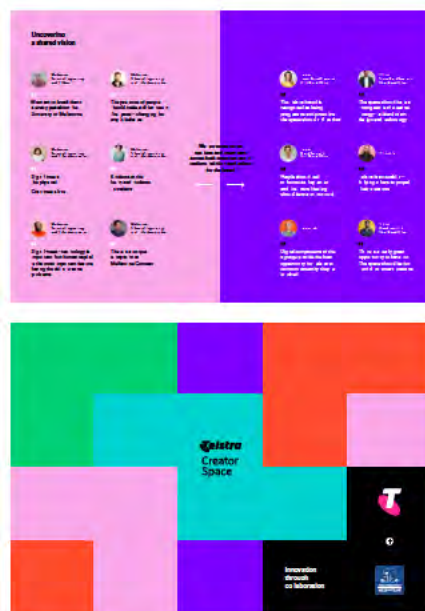
We also had the opportunity to bring the brand to life in the physical space – developing floor and window decals, functional signage and branded graphics.

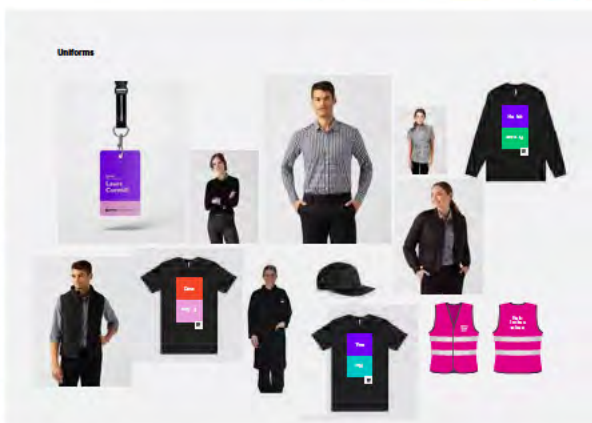
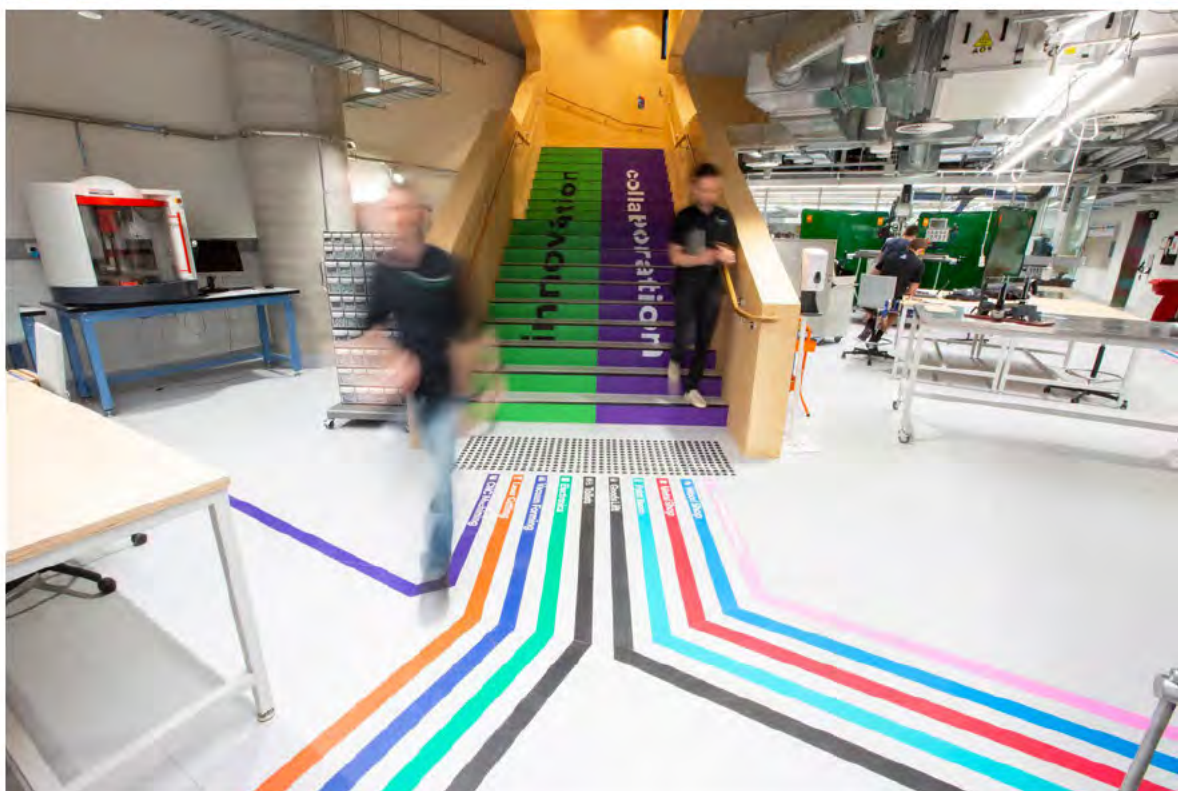
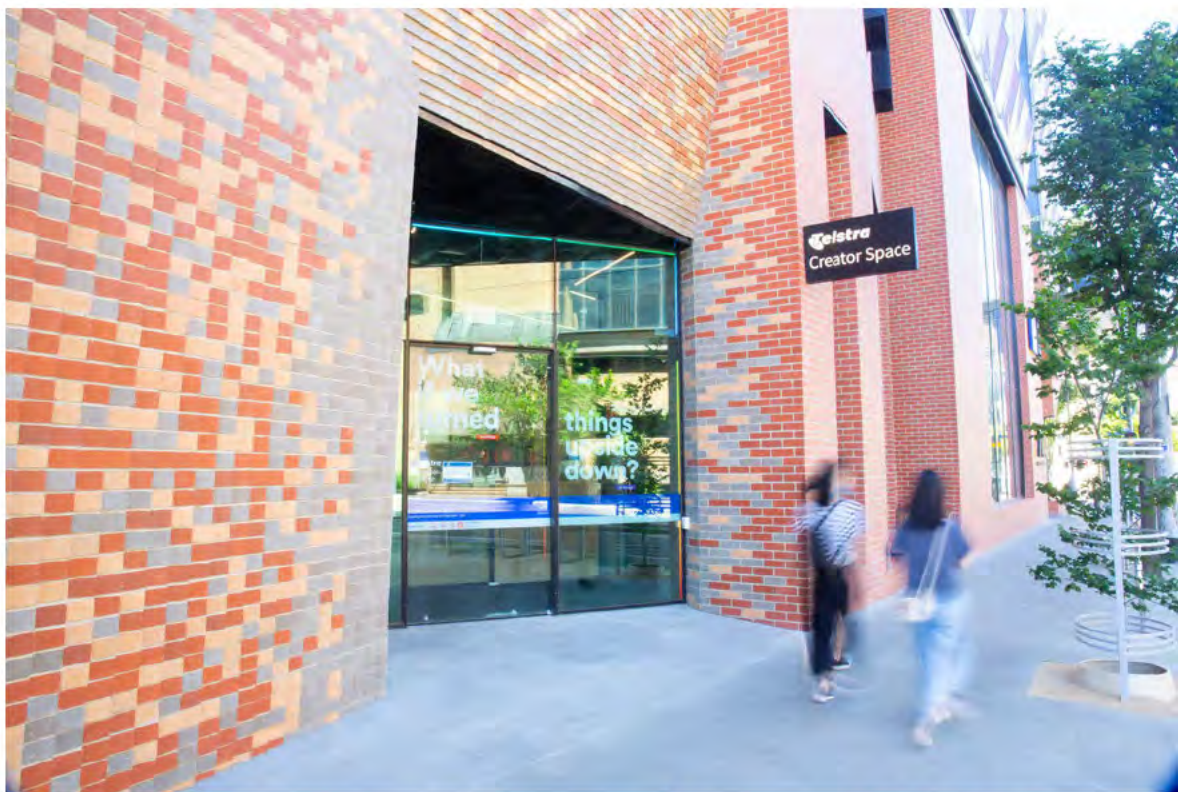
Stakeholder engagement

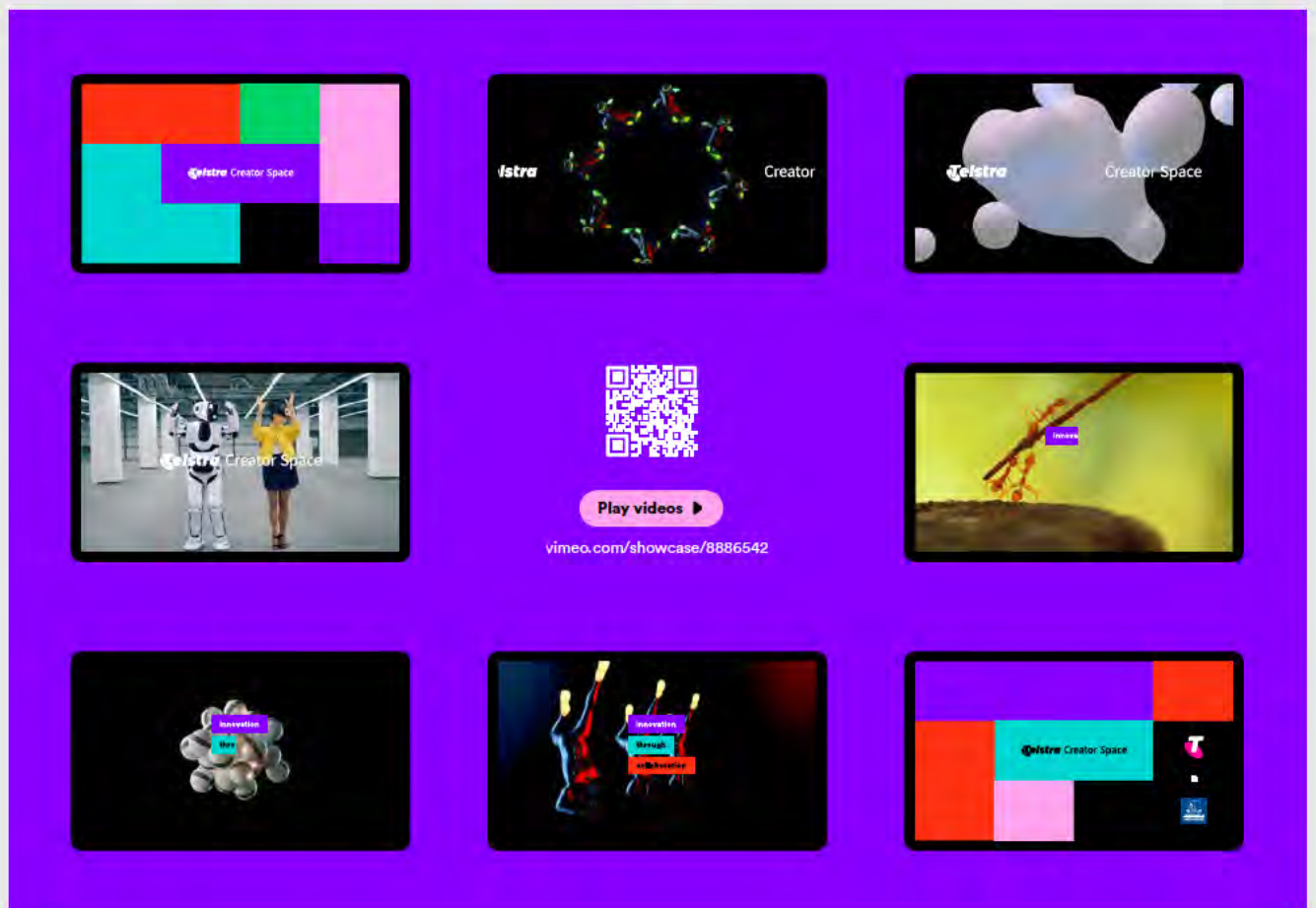
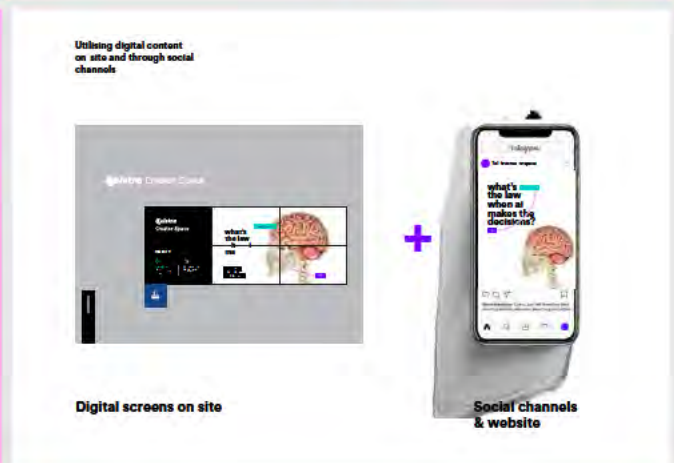
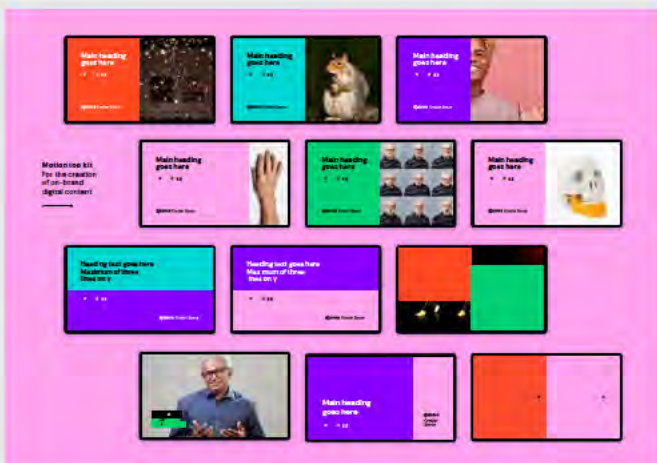
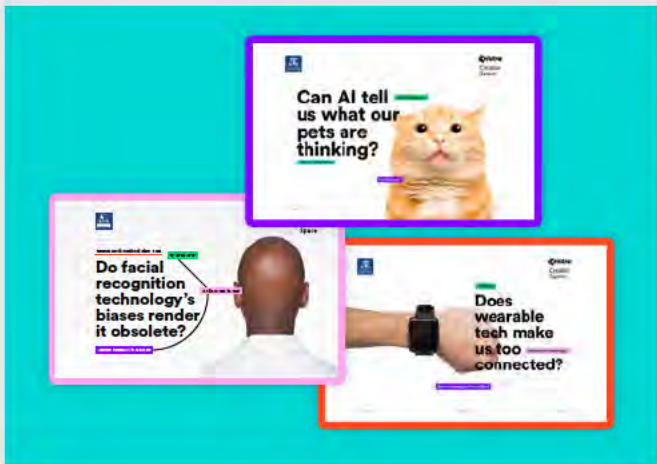
One of the key success factors for the project was managing the partnership between the two masterbrands, and indeed two completely different organisational approaches. This was true not only at the outset, but all the way through the COVID-disrupted process. Our consultation approach, weekly WIP sessions, and collaborative working style facilitated a really positive end result. Key stakeholders were highly engaged and together we developed an award winning brand which has created a genuine sense of pride across both organisations.



Telstra Creator Space: partnership brand







Case study 02: Brand Digital Victoria

Studio Binocular are proud to have worked with the Victorian Government's Department of Premier and Cabinet on the establishment of the transformative Digital Victoria brand.

In working with Digital Victoria we developed a close appreciation for the themes present in all digital transformation work – a user-centred mindset, a focus on seamless user experiences, ensuring access and inclusion, and a culture of innovation to which everyone can contribute. We experienced first hand the dedication and passion of the Digital Victoria team as they tackled complex challenges, driven by the benefits that their solutions bring to Victorian citizens.

A consultative approach to understand audiences and address challenges

Our strategic team worked collaboratively with Digital Victoria through a comprehensive consultation stage, where we absorbed the complexity of the challenge from a wide range of stakeholder perspectives.

The Digital Victoria team had a vision for the organisations' potential – but faced substantial challenges uniting an organisation of experts from multiple branches; communicating complexity in terms people could understand; and being able to attract the best and brightest digital talent to work in lower-paid government roles.

Partnering with our research partner Bastion Insights, Studio Binocular undertook an extensive range of consultation activities, including:

- » phone interviews with the Executive and key internal stakeholders;

- » online focus groups with current and potential digital talent
- » in-depth interviews and focus groups facilitated by Bastion Insights; and
- » physical workshops in which we used Lego Serious Play to draw out key organisational insights as to how Digital Victoria might overcome the inherent complexity of their role, and focus instead of the enormous benefits to the people of Victoria.

A strategy driven by human-centred design

We brought insights from these activities together through a strategic creative lens to define a vision, mission and values for the entity, creating a shared understanding of their purpose and unique way of working.

Importantly, all of our work on the project was driven by human-centred design approach. This meant that from the outset, all work was framed to ensure the Digital Victoria brand is understood as human-centred and focused on making government services easy for people to use. In other words – designing services that put people at the centre and help them do what they need to do, whether internal (VPS, teams, other departments, and ministers) or external (citizens, industry, suppliers, media).

We used this thinking to develop a clear brand voice and a narrative to shape the Digital Victoria brand story – helping everyone from the Premier down to the

people delivering digital services articulate the purpose and vision of the organisation.

A brand based on the digital next step

After shaping and refining the brand strategy, we undertook a detailed investigation of the brand architecture. It was determined through this process that Digital Victoria would sit within the Brand Vic framework – and Studio Binocular outlined how individually branded 'products' and 'services' would sit under this masterbrand.

We then went on to develop a visual language for the brand – based on an angled forward slash – designed to reference the link or next step in a URL – the idea of taking us forward to the next destination.

We developed a visual language which put people at the centre of the brand and brought the strategic thinking to life. We also developed key messaging and a tone of voice to tie the Digital Victoria story together.

This approach was then carried through to design templates and documented in a fully comprehensive brand guidelines book to ensure consistent brand governance. Studio Binocular also prepared brand tools to help with socialising the brand across the wide Digital Victoria team – helping the entire organisation understand how their work fits in to the overall Digital Victoria story.



Lego Serious Play workshops to help cut through complexity

HELLO.

Hi, my name is [Name]. I'm a [Role] at Digital Victoria. I'm excited to be part of this team and to help make Victoria a better place to live.

HELLO.

We're Digital Victoria

People are at the centre of everything we do.

DIGITAL VICTORIA

We're here to ask

How can we use technology to improve their lives?

DIGITAL VICTORIA

We're here to ask

How can we make things simpler and more connected for the public?

DIGITAL VICTORIA

We're here to ask

How can technology connect our kids to global education resources?

DIGITAL VICTORIA

We're here to ask

How can we help local tech innovators grow their businesses?

DIGITAL VICTORIA

We're here to ask

How can we give Victorians the future focused government they deserve?

DIGITAL VICTORIA



Last year our teams:

- Reduced 28% the number of... [Portrait of a woman]
- Used 17 million... [Portrait of a woman]
- Used 40%... [Portrait of a man]

DIGITAL VICTORIA

Next year we will:

- Save \$600 mil... [Portrait of a man]
- Open data sources... [Portrait of a woman]
- Run 10 Cyber Safety... [Portrait of a man]

DIGITAL VICTORIA

DIGITAL VICTORIA

Our brand vision: A future ready Victoria

Our brand mission: To embrace the opportunity of digital to transform the human experience of government.

DIGITAL VICTORIA

Our brand voice: We celebrate success in a measurable way.

- One-stop system across the state with 100% check, fix and closing.
- 20+ websites consolidated into one user-centric website for citizens to conduct their government.
- 20 family services on-line also reduced down to 10.

DIGITAL VICTORIA

Over the coming weeks we will share templates and guidelines to help implement our brand.

DIGITAL VICTORIA

Thanks for being part of this change.

DIGITAL VICTORIA

Digital Victoria

Enabling change

DIGITAL VICTORIA



Case study 03: Accessibility

Safe and Equal

Naming, branding and website for Victoria's newly formed peak body for specialist family violence services: Safe and Equal.

As part of this project we facilitated close collaboration with our client, their staff, external member organisations and – most importantly – survivor advocates in the development of a new name and brand for the organisation. By adopting an intersectional feminist philosophy, where everyone's voice is equal, we worked to uncover the shared values which drive the organisation. We developed a powerful name and brand under which the sector can unite with common purpose and focus. One of the key drivers of the project was also boosting accessibility across both the brand and the website – creating a best practice example of the sector to help address one of Australia's most urgent challenges.

The Royal Commission into Family Violence made a key recommendation to consolidate the many different websites, online tools and resource libraries into a single, authoritative source for information on family violence. The Domestic Violence Resource Centre of Victoria (DVRCV) embarked on the ambitious task of consolidating five websites into one single digital presence. This would benefit users – particularly workers across the family violence sector – with all information housed in one location. It would also benefit the organisation who had unnecessary demands on their team managing content across five different content management systems.

To add complexity to an already nuanced project, DVRCV then merged with Domestic Violence Victoria (DV Vic) – both well established organisations with long, independent feminist legacies. The newly merged entity thus also required a new name and brand. It was imperative this brand honour the histories of both organisations, while also representing the future of the sector.

Design Process

Research

Studio Binocular worked with DVRCV to undertake a comprehensive research phase for the project, including:

- » reviewing Google analytics data
- » digital surveys
- » focus groups with users
- » interactive workshops
- » small groups interviews with internal stakeholders

User Experience Design

With our comprehensive research report in hand and a flexible and collaborative designer/client relationship in place, we then set about restructuring the content with a strong user-focus. Together, we developed options for site maps and set about wireframing templates with clear functional specifications.

Website Design & Build

We then proceeded to design the user interface and develop the site in an agile way to expedite delivery of this complex and detailed build.

We also worked hand in hand with accessibility specialists – Thinkrum – to help the site achieve the best possible access standards – ensuring that this crucially important source of information was open and accessible to all users, regardless of their access needs. We then also partnered with Bastion Insights to test both the user journeys, user tasks and user perceptions of the brand application.

Naming

In the meantime our brand team worked with the newly merged organisation to assist with naming and branding the organisation: Safe & Equal. The naming process was a really engaged and consultative process, where we ran naming workshops to generate 120+ naming suggestions from across the organisation. Our client undertook a significant amount of consultation with

SAFE + EQUAL

member organisations, staff, external stakeholders and, importantly, survivor advocates – to arrive at the final name, Safe and Equal.

Branding

With such an evocative name in place, we then set about designing the brand. Led by our earlier consultation and research phases, the brand sought to capture the essence of this passionate, intersectional feminist organisation. This new brand was applied across the user interface and brought to life through the creation of brand assets and style guide.

The outcome

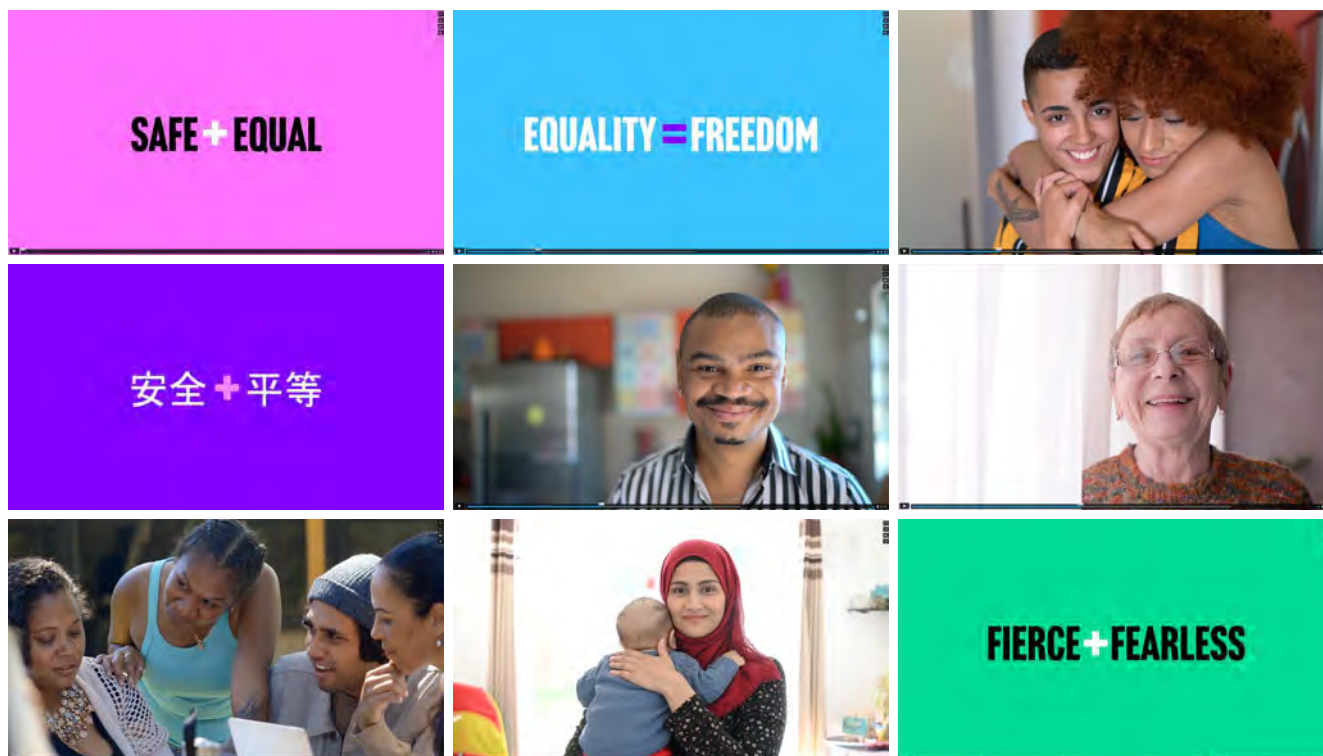
The design outcome of this process has been celebrated across the sector. The name, brand and website have been thoroughly evidence-informed and represent the voices of so many passionate members, workers and survivor advocates. The project demonstrates how true collaboration between designers, clients and the community can create empowering design solutions which are warmly embraced because of their authenticity and rigour.

The website is a resource which is entirely fit for purpose, as our collaborative team took the time to ask what was required and custom built the solution.

The Safe and Equal name – developed by-the-organisation, for-the-organisation, as part of this process – is a powerful symbol of change. It creates a brave and future-focussed tone, inspired by the passionate voices we heard in the sector and their shared mission to end family violence.

And the brand itself is driven by diversity. It reclaims bold colour – which for so long was deemed 'inappropriate' for the sector. It breaks free from outdated perceptions of feminism and embodies the idea of intersectional perspectives.

Safe and Equal Brand
<https://vimeo.com/646693718>



Accessibility and equality as drivers of innovation

Safe and Equal is an organisation which sits at the forefront of innovation. They support workers and member organisations within the family violence sector to build capacity, follow the latest evidence-informed practice and they are strong advocates for change.

This attitude grounded the entire project, as did their intersectional feminist philosophy of all voices being equal. In contrast to so many other organisations who adopt a top-down decision making process, Safe and Equal genuinely levelled out their organisational hierarchies. Their guiding principles include access and inclusion for all, and breaking down the existing power structures which contribute to inequality and gendered violence.

While this on the surface may not appear to have an 'innovative' impact on the design outcome – in reality it significantly influenced both the process and the outcome. This philosophy and approach pushed our design team to look further and deeper into the needs of the sector and the audiences who most needed

help. It enabled us to see past more traditionally 'authoritative' industry voices to hear younger, less experienced voices – those who work with people in need every day, yet who struggle to navigate a complex, stressful and challenging sector.

Surprising as it may sound, this absolute commitment to accessibility and equality was the true innovation of this project. It was through treating voices equally and speaking to such a diverse group of individuals that we really understood the 'need' and this guided all of our design choices – from the tone of the organisational name through to the structure of content and functionality on the website. It impacted the commitment to accessibility on the project – where we innovated to create a bold and proudly colourful brand which meets AA accessibility as a minimum. This philosophy pushed us to do more and to do better – and to create something that people genuinely need.

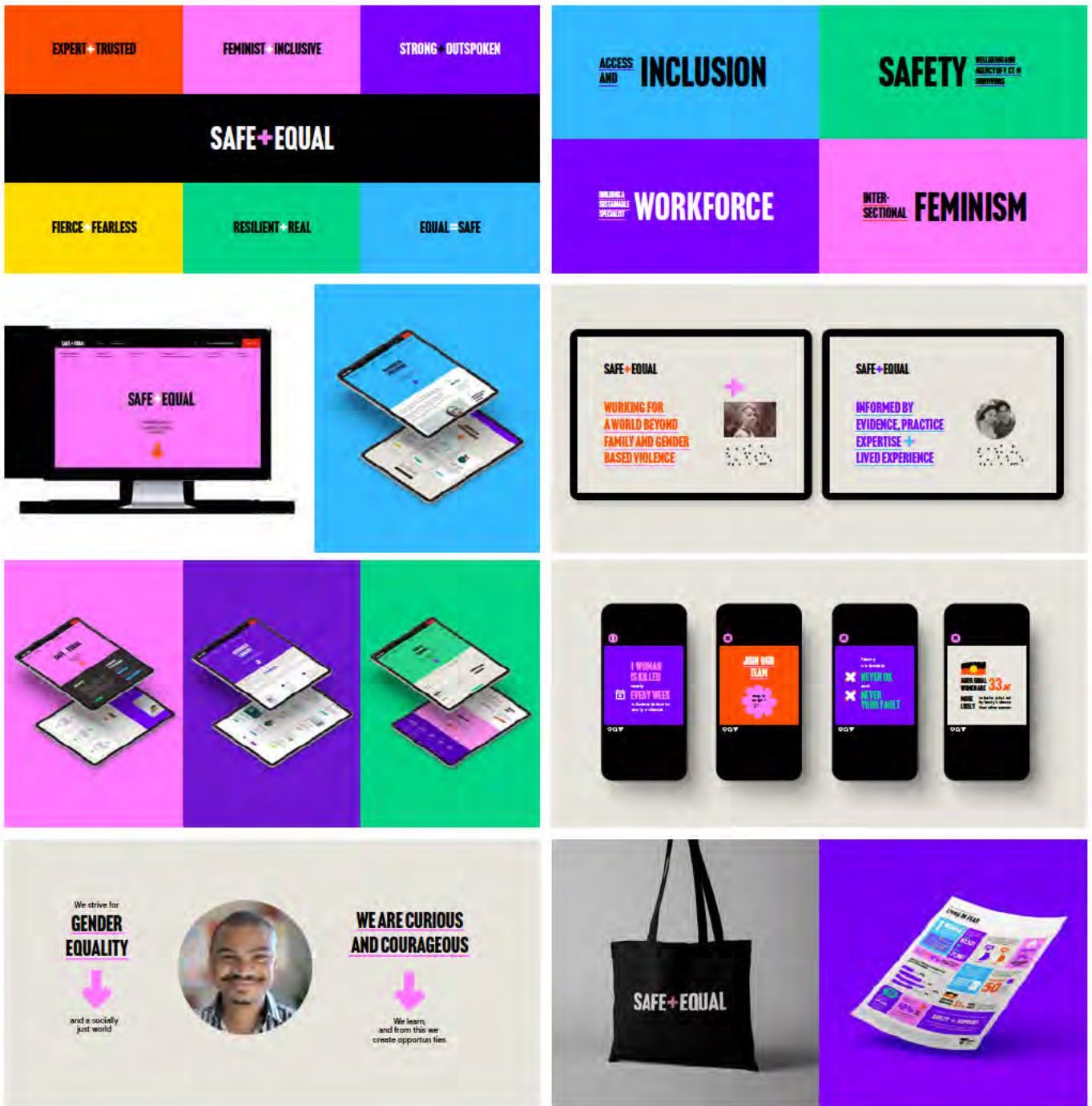
Design Impact

The end result is a brand and website which sets a new standard in the family violence sector.

On a practical level, the website has delivered workers across Victoria a statewide service directory; a comprehensive resource library and up-to-date and authoritative practice guides to help ensure the best possible outcomes for survivors of family violence.

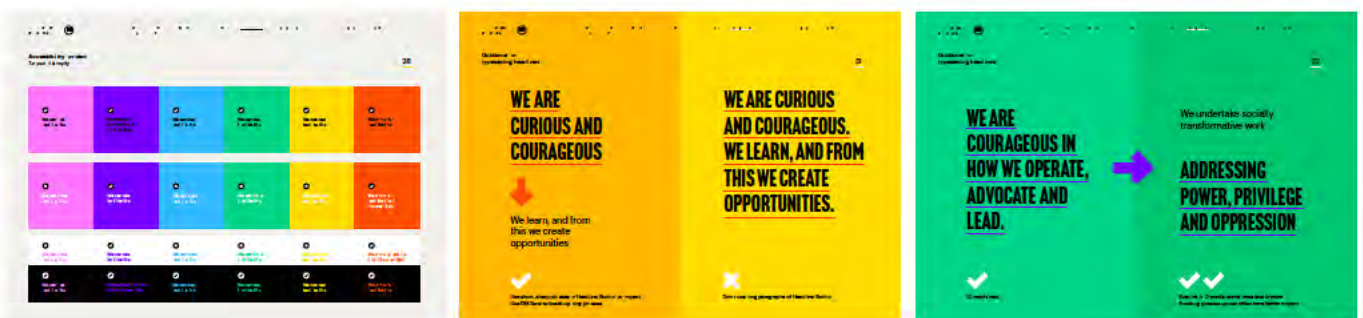
But more than this, the Safe and Equal name and brand is a beacon for what we are all aiming for – a society where everyone is safe and everyone is equal. After all, if everyone is equal, and everyone is safe then we won't have family violence.

It's a bold voice for a new era in the sector. It captures the organisations' activist history but also looks to a future where women have a seat at the decision making table to create change. We are extraordinarily proud and pleased to have helped such an inspiring organisation deliver a genuinely leading brand and digital tool which helps to address one of society's most pressing challenges.



The accessible brand and website were all underpinned by a strong research and user needs analysis phase, which enabled us to really understand the user perspective.

Principles of accessibility were documented with clear guidelines around usage, framed in simple language. We used WCAG accessibility guidelines to develop the systems, but then explained them in simple terms with easy-to-understand examples.



**Let's be honest:
Alcohol causes
cancer.**

Alcohol products kill nearly
6,000 Australians each year.
Should your club be taking
money from companies
that put their profits before
our health?

**Alcohol
Change
Vic**



Canberra Health Services

03

Our project
team

**STUDIO
BINOCULAR**

**Respect
Victoria**

Preventing
Family
Violence

Stopping violence
against women
starts with:

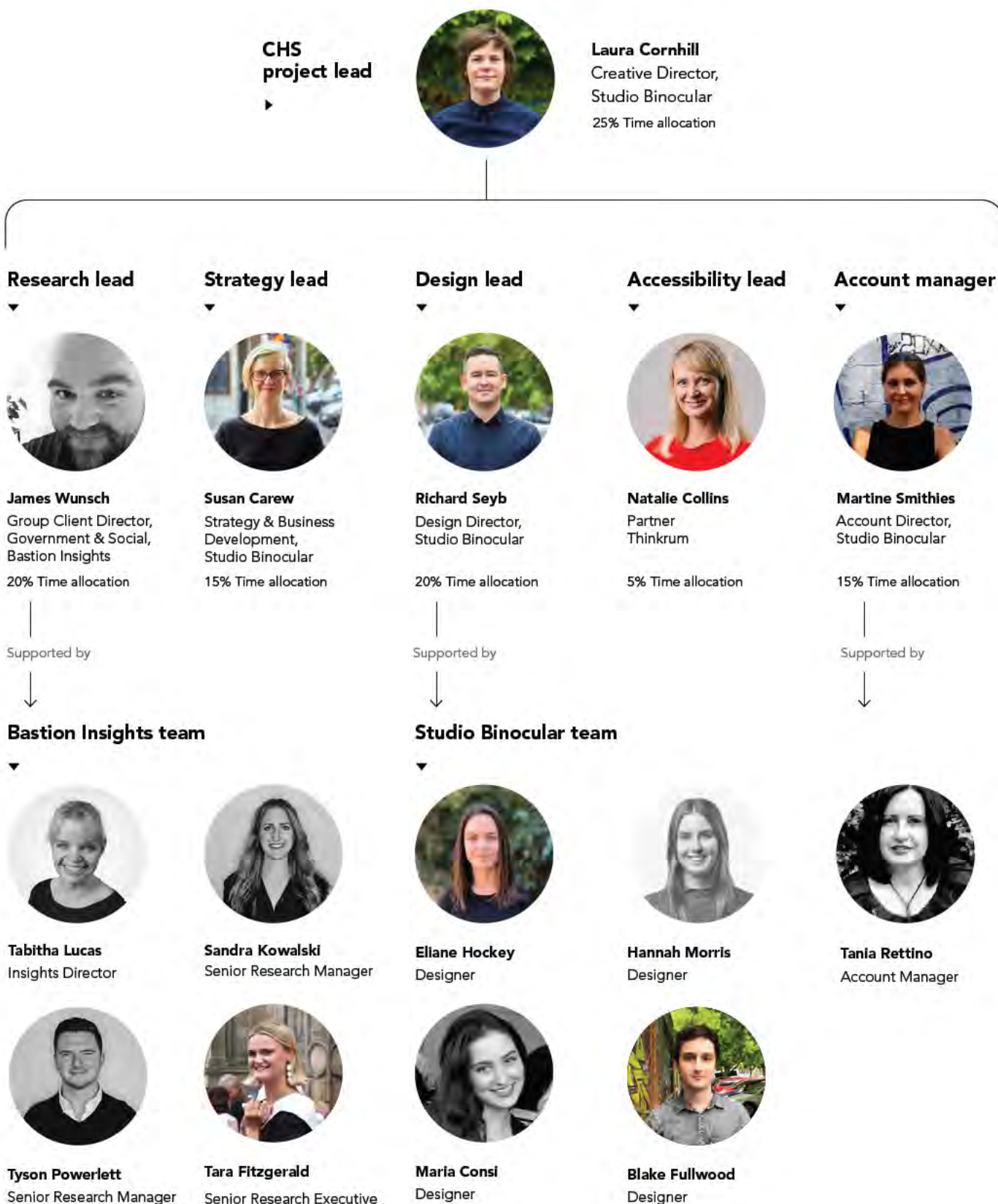
**changing
attitudes
towards
women.**



Team structure

We are driven by a team of passionate and highly qualified staff. We bring to each project the inspiration to develop innovative concepts based on sound strategic understanding; a dedication to delivering the best possible design result; and a desire to build rewarding relationships with our clients.

Studio Binocular's proposal includes the following senior team members to lead the Canberra Health Services project. Their roles and percentage of time allocated on this project are outlined on this page.



Project leads



Laura Cornhill
Creative Director and founder
21 years experience

As a founding partner and Creative Director at Studio Binocular, Laura works closely with clients to advance the creative and strategic direction of their brands. She has been instrumental in helping to define and build brand personalities for the likes of Telstra Creator Space, Respect Victoria, Solar Victoria and Yarra Valley Water. She was named by Monash University as one of the 25 most influential women in Australian Graphic Design.

As creative director, Laura oversees all of the studio's major projects. Her work has been seen across integrated campaigns, websites, billboards and videos for clients such as the State Government of Victoria, the Cities of Melbourne, Sydney and Adelaide, Monash and Austin Health, as well as all of Victoria's major universities.

In over 20 years of working with the government sector, Laura has gained a thorough understanding of their challenges and opportunities. Her work has spanned from the NSC and DFAT at the federal level; multiple Victorian government departments at the state level; and a large number of local governments too. Laura has recently completed the brand and website for Safe and Equal (Victoria's peak body for Family Violence); worked to establish the brand strategy for the newly-formed Digital Victoria; and is currently working on an integrated physical and digital wayfinding platform for the Royal Botanic Gardens of Victoria. She brings a vision for how human-centred design can be used to enhance user experiences, build brand personalities and contribute to safer and healthier communities.

Laura will oversee all stages of the CHS project from inception to completion, collaborating with each of the relevant discipline leads to steer the project to an outcome which exceeds expectations.



Susan Carew
Strategic Communications
20 years experience

Susan joined Studio Binocular in 2011, bringing with her sixteen years of broad experience gained both in Melbourne and London. In her role in Strategic Communications, Susan works closely with Laura on the strategy for client projects – ensuring they achieve their objectives. She also oversees the administrative side of our larger projects, ensuring they are run smoothly, on time and on budget.

Susan has played a key role in our most substantial research and strategy projects for the likes of Digital Victoria, Cancer Council Victoria, Solar Victoria, the National Skills Commission and Yawa Aquatic Centre. She is currently working on a major project for the Department of Foreign Affairs and Trade.

Susan will be heavily involved in the research and strategy stages of the CHS project, collaborating with Bastion Insights to ensure insights feed through to an effective creative brief and practical scope of work.



Richard Seyb
Design Director
16 years experience

Richard is an accomplished designer with a passion for creating stand out brands. As Design Director, Richard is responsible for strategic problem solving, design leadership and contributing his considerable insights to all projects. He brings a genuine enthusiasm for creating customised and ambitious solutions for clients.

Richard brings experience in complex strategic communication projects including ambitious brand systems and campaigns for the University of Melbourne, RMIT, Melbourne Biomedical Precinct and Business Victoria. He has also helped to deliver the award-winning JEDI brand for the Commonwealth Government.

Richard will collaborate with Laura in the initial stages of the CHS brand development, and lead the wider design team on its implementation.



Martine Smithies
Account Director
13 years experience

Martine is responsible for managing and overseeing projects from creative brief to production and implementation, whilst ensuring that client and stakeholder timelines, budgets and briefs are met. She brings knowledge and skills from a broad range of projects including national rebrands, integrated campaigns, photoshoots and events – which is a great asset to any large scale project. Martine will be a day-to-day contact for CHS through the project duration, but particularly as it moves into its implementation stages.

Project leads (cont.)



James Wunsch

Head of Government & Social
Bastion Insights

Canberra Based

James brings a wealth of Federal & State government research and evaluation experience across brand, marketing, regulatory domains. His communications development experience spans most Federal and State agencies, including most recently when exploring small business communication needs and expectations for the ACT government. This study highlighted that information needs (including level of detail, format and delivery channel) change significantly based on the underlying context – meaning an agile and adaptive communication toolkit approach is critical.

James has led or co-managed communications research for:

- » **DFAT:** exploring community sentiment towards trade and foreign investment
- » **ATO:** superannuation and tax time messaging
- » **Austrade:** with SMEs seeking to initiate export operations
- » **Department of Health:** on recreational drug use
- » **Department of Human Services:** both internal and external communication strategies and campaigns

James is adept at engaging with senior decision makers and can clearly articulate how research insights can be most effectively leveraged in the development and execution of any specific communication strategy, brand or campaign. He has a genuine passion for consumer research and in ensuring government agencies fully understand and appreciate their challenges, context and constraints when developing policies, programs or services.

James holds a Masters of Business Administration (University of Canberra, 2005), a Bachelor of Communications (Journalism) (University of Canberra, 1997), and is also a recognised Qualified Practising Researcher (QPR).

James is based in Canberra and will conduct all stakeholder engagement on the ground from here.



Natalie Collins

Partner
Thinkrum

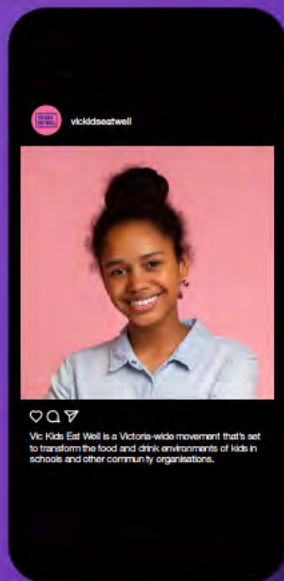
Natalie is a leader in the inclusion, accessibility and social enterprise development, focussing on social innovation, technology, digital inclusion and inclusive design.

Prior to Thinkrum, Natalie was the Deputy CEO for Centre for Inclusive Design and Media Access Australia (MAA) and General Manager of Infoxchange.

Natalie is a board member of The Corner Store Network, a new Australian and Timor Leste social enterprise focused on food security, climate change and sustainability. Natalie is on the governance committee for the Australian Digital Inclusion Alliance (ADIA) and is Secretary and Treasurer for the Australian Web Accessibility Initiative (OZeWAI), a professional association for professionals working to make the World Wide Web accessible and inclusive for people with disabilities.



Vic Kids Eat Well
Social ads



Canberra Health Services

04

Brand communication strategy & campaign

STUDIO BINOCULAR



**LET'S GIVE
OUR KIDS THE
HEALTHY FUTURE
THEY DESERVE.**



Example quotation:

Brand communication strategy and campaign (Stage 9)

Please find below a detailed breakdown of Studio Binocular's proposed approach to this item.

Task	Schedule 2.2(a)(xi), Schedule 2.2(a)(xiii)
<p>9.1 Brand launch strategy & campaign concept Development of 2-3 alternative campaign concepts. Each concept to be shown across two sample executions (eg. sample frames of a video storyboard, social media tiles). Studio Binocular to present concepts to the CHS brand team.</p>	
<p>9.2 Concept refinement & approval Refinement of one preferred campaign concept, through up to two rounds of consolidated alterations.</p>	
<p>9.3 Campaign collateral</p>	
<p><u>1-2 min video +15/30 sec cutdowns</u></p> <ul style="list-style-type: none"> » Pre-production [REDACTED] Includes pre-production planning, script development, storyboard development and pre-production management » Production [REDACTED] Includes 2 days videography shoot, 2 days creative direction. Note: all videos to incorporate 'real' people rather than paid talent. » Post production [REDACTED] Includes voiceover production, post-production planning and first 1-2 minute edit, edit alterations, 15/30 second edits, grading, music allowance, audio mix, outro animation, export and file supply. 	
<p><u>Digital assets</u></p> <ul style="list-style-type: none"> » 1 x static banner for the website masthead (2hrs) » 1 x static banner for the intranet (2hrs) » 3 x static social media tiles (2hrs) » 1 x digital tv screen - 7-10 second animation (10hrs) <p>Cost includes design, refinement through two rounds, and supply of final files based on specifications supplied by CHS.</p>	
<p><u>Staff lanyards</u> Design and layout of initial drafts, refinement through two rounds and supply of finished art based on specifications supplied by CHS.</p>	
<p>9.4 Post-campaign reporting An allocation of budget for post-campaign reporting, based on the criteria and metrics agreed with CHS in the concept stage.</p>	
<p>Subtotal (ex GST)</p>	
<p>GST</p>	
<p>TOTAL (including GST)</p>	

Melbourne Biomedical Precinct.



+



+



It thrives through activity and input from others and is alive with ideas. It is dynamic and adaptable – never static or still.



Canberra Health Services

Thank you

If you have any questions or would like to discuss further please don't hesitate to get in touch:

Studio Binocular
1/230 Smith Street
Collingwood Vic 3066
ABN 53 142 679 516

Laura Cornhill, Director
Schedule 2.2(a)(ii)

Susan Carew, Business Development
Schedule 2.2(a)(ii)



PARTIES AND ADDRESSES FOR SERVICE OF NOTICES

Contract Number:	2022090201
Execution Date:	19 September 2022

The Customer

Name:	AUSTRALIAN CAPITAL TERRITORY established under the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth) represented by Canberra Health Services (Customer).
Address:	Building 3, 9 Sandford Street, Mitchell, ACT, 2911
Customer Contract Manager:	CHS Procurement Director
Address for Notices:	Level 2, Building 6, Canberra Hospital Garran ACT 2605
Phone:	02 5124 2786
Email:	CHS.Procurement@act.gov.au

Supplier

Name:	Studio Binocular (Supplier),
ABN:	53 142 679 516
Address:	1/230 Smith Street, Collingwood VIC 3066
Supplier Contract Manager:	Laura Cornhill
Address for Notices:	1/230 Smith Street, Collingwood VIC 3066
Phone:	03 9486 9449
Email:	admin@studiobinocular.com

STATEMENT OF WORK

C.A.1 KEY EVENTS AND DATES

Event	Canberra Health Services – Brand Refresh Project
Contract Start Date	This Contract will commence on the 19 September 2022 or the date the Contract is executed. If a Contract Extension Option is set below and the Customer exercises the Contract Extension Option, the Contract will continue until the end of the extended time (unless it is terminated earlier).
Contract Term	This Contract will remain in force for a period of 2 years from the Contract Start Date, unless it is terminated earlier.
Contract Extension Option	The Customer may, in its absolute discretion, extend the Contract for Click or tap here to enter text. periods, each of Click or tap here to enter text. Choose an item..

C.A.2 THE SUPPLIES

The supplier will work closely with Canberra Health Services (CHS) to deliver a modern, values-centric brand that puts our consumers, team members and stakeholders at the forefront of everything we do. The supplier will work as an extension of the CHS team and commit to delivering the project on time and within budget – with a ‘no surprises’ approach to both.

The two-year contract will include (but is not limited to) the following deliverables:

Tone of voice guide: The guide should articulate how we express our brand personality through our verbal and written communication. It should outline what our recommended tone of voice is in different circumstances and when communicating with different audiences.

User personas: Written, fictional examples of who our key stakeholders are. These personas will assist with the development of the tone of voice guide, communication collateral and more broadly the way we design services and resources. As part of the development of the personas, market research may be required. Please outline your approach to research in the proposal.

Values-aligned employee value proposition: The Employee Value Proposition should define who we are, what we stand for, what we can offer employees in return for their skills, capabilities, and the experience they bring to a role with CHS. Associated campaign concepts including artwork, video concepts and scripts for communication e.g., for recruitment advertisements, social media posts etc, should also be included.

Naming guide: A naming guide that details what our naming conventions are with respect to new services and programs. We will also require details on visual treatment of these sub-brands.

Brand mark, universal grid system and visual language: A refreshed brand mark and visual treatments that support the recommendations from the audit and bring a new brand architecture to life visually. A draft brand architecture has been developed as part of phase one of the audit process. There is a need to consult more widely on the architecture before it is embedded. The brand mark will need to complement the existing ACT Government logo (its use is mandated). Work is underway to develop a new coat of arms for the territory and the successful supplier will need to work closely with the Whole of Government Communications



TERRITORY SHORT FORM CONTRACT

and Engagement Division within the Chief Minister, Treasury and Economic Development Directorate to understand ACT Government brand requirements. You may be required to undertake focus group/consumer testing as part of the development of the brand mark. Please outline your approach to consumer testing in the proposal.

Brand asset library: A brand asset library that includes illustrations, key iconography, templates for key resources and a grid system for communication collateral.

Uniform design and guidelines: A new, modern uniform design that takes into consideration function, infection prevention and control measures and other requirements. A guide on developing future uniforms will also be required.

Brand communication strategy and campaign: Development of a brand launch strategy and design and delivery of associated collateral, livery, and key assets such as key visuals, website and intranet banners, a launch video, and lanyards for staff. The purpose of the strategy and campaign is to help celebrate the launch of the refreshed brand and embed it in the organisation and the community more broadly. Post-campaign reporting will also be required as part of the delivery.

Brand book: A brand book to provide a thorough description of our brand and clear guidelines about how and when it can be used. The brand book will be a living document and will be updated in phases, however the first milestone for delivery of the brand book will have to consist of instructions to inform the office fit out, wayfinding and signage for the Critical Services Building. **This element is time critical and must be delivered by January 2023.** It is the expectation that several of the above deliverables will fold into the final brand book (e.g. tone of voice, photography guide, visual identity, and design guidelines) which will be made available on the intranet.

The supplier will also develop a strong stakeholder engagement strategy.

As the project is aligned with the Canberra Hospital Expansion Project and Canberra Hospital Master Plan, some of the deliverables such as the corporate identity and brand book will need to be developed iteratively. This approach will also allow for extensive stakeholder consultation.

C.A.2 (a) Standards and Key Performance Indicators

The KPIs for this project will include:

- Timely delivery of various brand requirements. Draft timeline:

Deliverables (but not limited to)	Delivery dates
Draft brand book with guidelines to steer CSB fit out and wayfinding Recommendations for delivery: brand mark, visual identity, naming guide, signage approach	January 2023
User personas and Tone of voice	March 2023
Uniforms and design guide	May 2023

Brand communications strategy and campaign	July 2023
Employee value proposition	November 2023
Brand health reporting framework	January 2024
Brand asset library	April 2024
Final delivery of approved brand book	August 2024

- Attendance at WIP meetings by working team
- Effective engagement with key internal and external stakeholders including CHS team members, consumer groups and academic partners
- Effective communication and regular reporting to CHS
-

C.A.2 (b) Security Requirements

None specified.

C.A.2 (c) Workplace Health and Safety

No additional obligations specified – see Clause C.C.31 [*Work Health and Safety*].

C.A.2 (d) Delivery and Acceptance

See the *Territory's Standard Contract Terms* clause C.C.11 [*Delivery and Acceptance*].

Delivery Instructions

All artwork to be shared and stored via a secure cloud-based collaboration platform and working files to be packaged upon completion of the project. Please note all creative content (both written and visual) must be first provided to Canberra Health Services for internal approvals before distribution/production.

The territory and Canberra Health Services will own all final working files and intellectual property for all artwork, production (e.g. video or animation files) and documentation produced by the appointed supplier, unless otherwise agreed.

C.A.2 (e) Meetings and Reports

- Weekly work-in-progress (WIP) written reports.
- Monthly face-to-face meetings with Canberra Health Services at Canberra Hospital (or other agreed location in Canberra) as needed.
- Verbal/email correspondence and updates as needed.

Ad hoc attendance at key meetings such as the monthly executive meeting to share work in progress or seek feedback/approval may be required. Sufficient notice will be provided of this requirement. Attendance may be via video link if appropriate.

C.A.2 (f) Facilities and Assistance Provided by the Customer

As required.



C.A.2 (g) Customer Material

CHS will provide existing research and brand guidelines, plus other information such as the Master Plan if requested and where appropriate.

C.A.3 CONTRACT PRICE AND PAYMENT

The Contract Price will not exceed \$800,000.00 (GST inclusive). It is payable upon delivery, within 30 days of receipt of a Correctly Rendered Invoice.

C.A.4 CONTRACT MANAGERS AND ADDRESSES FOR NOTICES

Customer Contract Manager

The Customer Contract Manager and address for notices is as specified on the front page.

Supplier Contract Manager

The Supplier's Contract Manager and address for notices is as specified on the front page.

C.A.5 SPECIFIED PERSONNEL

None Specified.

C.A.6 SUBCONTRACTORS

None Specified.

C.A.7 WARRANTY PERIOD (for Supplies that include Goods)

Not used.

C.A.8 INSURANCE

The Supplier must effect and maintain for the Term, all insurances required to be effected by it by law and the following insurances in the amounts stated:

- (a) Public Liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence.
- (b) For Supplies that include services, professional indemnity insurance with coverage in the amount of no less than \$10 million in the annual aggregate.
- (c) For Supplies that include goods, product liability insurance to a value of \$10 million in the annual aggregate.

The Supplier must provide evidence of the insurance if required by the Customer.

C.A.9 CONFIDENTIAL TEXT UNDER THE GOVERNMENT PROCUREMENT ACT 2001 (ACT)

The *Government Procurement Act 2001* (ACT), Part 3 (Notifiable Contracts) applies to this Contract.

Text of this contract considered to be Confidential Text	Applicable grounds under section 35(1) Procurement Act
None Specified	

All text of this contract is to be treated as "Public Text", in accordance with Division 3.3 (Availability of notifiable contracts) of the *Government Procurement Act 2001* (ACT).



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ADDITIONAL CONTRACT TERMS**Special condition**

Please note these additional contract terms in addition to the Territory Contract Terms.

- The supplier must supply all working files and documents during the period of contract, to the Territory for usage and record-keeping purposes.
- The supplier must develop their organisation's reconciliation action plan and demonstrate commitments on reconciliation action with Aboriginal and Torres Strait Islander Peoples across the two-year contract period.
- Default payment terms will be 30 days after correctly rendered invoice is received and delivery of goods and/or services. Additional payment milestones can be negotiated prior to commencement of each deliverable.
- A two-way relationship and performance review between the supplier and the customer will be conducted by the contract officer 12 months after the contract execution date.
- The contract may be extended beyond the two-year period should the agreed deliverables not be completed by the end of the contract date.
- The supplier must work closely with the Territory contract officer to agree and finalise a transition out plan. All parties must manage the transition period in a timely and professional manner.
- If a new service provider is required, all parties must agree to a period of service overlap and work collaboratively and alongside each other.
- The Territory may, at any time by notice to the supplier, require a reduction of scope of services being provided by the supplier during contract period, including the transition out period.



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C.C.1 Background

- a) The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.
- b) Some terms used in these *Territory Contract Terms* have been given a special meaning. Their meanings are set out either in the *Territory Glossary of Terms* or in the relevant Contract.
- c) In the Contract, unless a contrary intention is expressed:
 - i) references to "Supplier" include any employees, agents or subcontractors of the Supplier;
 - ii) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
 - iii) words in the singular include the plural and vice versa;
 - iv) headings are for convenience only and do not affect the construction or interpretation of this Contract;
 - v) an obligation imposed on more than one person binds them jointly and severally; and
 - vi) the word "include" and any derivation is not to be construed as a word of limitation.

C.C.2 Relationship of the Parties:

- a) Neither party is the employee, agent, officer or partner of the other party nor, by virtue of the Contract, authorised to bind or represent the other party.
- b) The Supplier must ensure that its officers, employees, agents or subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.
- c) In all dealings related to the Contract, the parties agree to:
 - i) communicate openly with each other and cooperate in achieving the contractual objectives; and
 - ii) act honestly and ethically; and
 - iii) comply with reasonable commercial standards of fair conduct; and
 - iv) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
 - v) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

- a) The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.
- b) If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

- a) The Contract is comprised of:
 - i) *Additional Contract Terms* (if any);
 - ii) *Territory Glossary of Terms*;
 - iii) *Territory Contract Terms*; and
 - iv) *Statement of Work*; and
 - v) *Contract Annex 1 – Supplementary information* (if any),
 unless otherwise agreed in writing between the parties.
- b) If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.
- c) The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement:

- a) The Contract represents the parties' entire agreement in relation to the subject matter, at the time the Contract was entered.
- b) Anything that occurred before the making of the Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the Request for Quotation were correct when made and remain correct.
- c) The parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either party unless in writing and agreed by both parties.
- d) If either party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

Clauses C.C.14 (a), (b) and (c) [*Liability of the Supplier*], C.C.17 (d) and (f) [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Territory Laws and Policies*], C.C.23 [*Access to Supplier's Premises and Records*], C.C.25 [*Non-disclosure of Customer Information*], C.C.28 [*Fraud*] and any other provisions stated as surviving termination of this Contract will survive termination or expiry of the Contract.

C.C.8 Notices:

- a) A Notice is deemed to be effected:
 - i) if delivered by hand – upon delivery to the relevant address;
 - ii) if sent by registered post – upon delivery to the relevant address; or
 - iii) if transmitted electronically – upon actual delivery as evidenced by a delivery receipt by the addressee.
- b) A Notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

C.C.9 Assignment:

- a) The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a



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Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

- b) To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting:

- a) Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- b) The Supplier must ensure that Subcontractors specified in Item C.A.6 [Subcontractors] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6.
- c) The Supplier must ensure that specified Subcontractors in Item C.A.6 [Subcontractors] (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- d) The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- e) The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).
- f) At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

C.C.11 Delivery and Acceptance:

- a) The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.
- b) The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in Item C.A.2(d) [Delivery and Acceptance] and advise the Customer when it will be able to do so.
- c) Any Goods must be delivered at the times and to the places detailed in Item C.A.2(d) [Delivery and Acceptance], free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.
- d) The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the *Statement of Work* at Item C.A.2(d) [Delivery and Acceptance], if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

- e) If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- f) If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable) the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- g) If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.
- h) If requested by the Customer, the Supplier must provide the Customer with evidence to the Customer's satisfaction that the Goods are free of any encumbrance including any security interest.
- i) The Supplier bears all risks for and associated with the Goods and their delivery to the Customer until the Goods have been delivered to and accepted by the Customer and (if required in the *Statement of Work*) installed and/or commissioned, including but not limited to insurance for the full replacement value of the Goods.

C.C.12 Licences Approvals and Warranties:

- a) During the Warranty Period for the Goods the Supplier must without delay and at no cost to the Customer correct all defects in the Goods by way of repair, replacement or such other means acceptable to the Customer. The Supplier is liable for all costs incidental to the discharge of the warranty in this clause C.C.12(a) and any other warranty given in respect of the Goods, including any packaging, freight, disassembly and reassembly costs.
- b) The Supplier warrants that no virus, worm, or other malicious code will be introduced into the Customer's systems as a result of the provision of any Goods and Services by the Supplier.
- c) At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- d) The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- e) To the extent permitted by law and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.



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- f) The Customer owns the Intellectual Property Rights in the Customer Material and the Material.
- g) To the extent the Supplier or a third party holds any Intellectual Property Rights in any Pre-Existing Material, the Supplier grants to the Customer a royalty free, irrevocable, non-exclusive licence to enable the Customer to exercise full rights and interest in the Intellectual Property Rights in the Pre-Existing Material, including a right to sublicense. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.
- h) The Customer grants to the Supplier a non-exclusive, royalty free licence for the term of the Contract to exercise the Intellectual Property Rights in the Material and the Customer Material for the sole purpose of fulfilling its obligations under the Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.
- i) Intellectual Property Rights in Goods provided under the Contract, and pre-existing Intellectual Property Rights of the Supplier will not change as a result of the Contract.

C.C.13 Specified Personnel:

- a) The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [Specified Personnel] (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- b) At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:
 - i) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
 - ii) is not a fit and proper person; or
 - iii) is not suitably qualified to perform the Services.
- c) Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier:

- a) The Supplier indemnifies the Customer, its employees and agents against liability in respect of any claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Supplier, its employees, agents or subcontractors in connection with its obligations or representations under the Contract.
- b) The Supplier's obligation to indemnify the Customer, its employees and agents will reduce proportionally to the extent that any act or omission, on the part of the Customer, its employees or agents contributed to the claim, loss or damage.
- c) The parties acknowledge the Supplier's liability under this clause may be limited under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies

to the Goods and/or Services delivered under the Contract.

- d) The Supplier must effect and maintain during the Contract Term all insurances required by law, and insurances in amounts not less than the amounts (if any) specified in Item C.A.8 [Insurances] with a Prescribed Insurer and provide the Customer with proof when reasonably requested

C.C.15 Termination or Reduction for Convenience:

- a) In addition to any other rights either party has under the Contract, the Customer acting in good faith, may at any time terminate the Contract or reduce the scope or quantity of the Goods and/or Services, by providing a Notice to the other party.
- b) If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- c) The Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions).
- d) The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [Delivery and Acceptance] and Item C.A.2(d) [Delivery and Acceptance] before the effective date of termination or reduction.
- e) If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- f) Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause:

- a) The Customer may terminate the Contract in whole or in part if:
 - i) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
 - ii) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
 - iii) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
 - iv) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- b) Subject to complying with any requirements in the *Corporations Act 2001* (Cth), the Customer may issue a Notice to terminate this Contract, in whole or in part, if the Supplier:
 - i) is unable to pay all its debts when they become due;



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- (i) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
- (ii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966* (Cth).

- c) Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.17 Supplier Payments:

- a) The Customer must pay the Supplier the Contract Price following its receipt of a Correctly Rendered Invoice and otherwise in accordance with Item C.A.3 [Contract Price and Payment] of the *Statement of Work*.
- b) The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.
- c) Payment of any invoice is payment on account only, and does not substantiate performance of the Contract
- d) If the Supplier owes any amount to the Customer in connection with the Contract or any other contract between the parties or between the Supplier and any other Territory entity as defined in section 3(1) of the *Procurement Act*, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.
- e) Except if otherwise stated in this Contract, the Contract Price is:
 - (i) payable within 30 days of receipt by the Customer of a Correctly Rendered Invoice;
 - (ii) inclusive of GST and all other taxes, duties and charges; and
 - (iii) inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.
- f) If, after payment, any invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Supplier as the case may be and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Customer to the Supplier under the Contract.

C.C.18 Dispute Resolution:

- a) For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (i) to (iv) of this clause sequentially:
 - (i) both Contract Managers will try to settle the dispute by direct negotiation;
 - (ii) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
 - (iii) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;

- (iv) failing settlement within a further ten (10) Business Days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) Business Days of the request.

- b) Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.
- c) The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
- d) If the dispute is not resolved within thirty (30) Business Days after mediation commences, either the Supplier or the Customer may commence legal proceedings.
- e) Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.
- f) This procedure for dispute resolution does not apply to action relating to clause C.C.16 [Termination for Cause] or to legal proceedings for urgent inter-ocutory relief.

C.C.19 Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.C.20 Transition Out:

If the Contract expires or is terminated under clause C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

C.C.21 Compliance with Laws:

The Supplier must comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

C.C.22 Compliance with Territory Laws and Policies:

- a) The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all laws and Territory policies relevant to the Goods and/or Services.
- b) Without limiting clause C.C.22(a), if the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses C.C.23 to C.C.31 below, it must:
 - (i) immediately report it to the Customer and provide a written report on the matter within five (5) Business Days; and
 - (ii) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.



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C.C.23 Access to Supplier's Premises and Records:

- a) The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- b) Without limiting the powers of the Territory's Auditor-General under the *Auditor-General Act 1996* (ACT), the Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any audit or review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982 (Cth)* or *Freedom of Information Act 2016* (ACT)
- c) The Supplier must act reasonably to cooperate with persons authorised to conduct an audit or checks and allow the Customer (at the Customer's expense) to take copies of all relevant records.
- d) The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Territory record (as defined in the *Territory Records Act 2002* (ACT)) without the prior written consent of the Customer. All Territory records, including any held by subcontractors, must be returned to the Customer at the conclusion of the Contract.

C.C.24 Information Privacy Act Requirements:

- a) In respect of any Personal Information held in connection with the Contract, the Supplier must:
 - i) comply with the *Territory Privacy Principles* (TPPs) and any applicable TPP Code and must not (and procure that any subcontractor engaged by the Supplier does not) act or engage in a practice that breaches a TPP or a TPP Code; and
 - ii) co-operate with any reasonable requests or directions of the Customer arising directly from, or in connection with, the exercise of the functions of the Information Privacy Commissioner under the Information Privacy Act.

C.C.25 Non-Disclosure of Customer Information:

- a) The Supplier must:
 - iii) use Customer Information held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;
 - iv) not transfer Customer Information held in connection with this Contract outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without prior written approval of the Customer; and
 - v) notify the Customer immediately if the Supplier becomes aware that a disclosure of Customer Information may be required by law or any unauthorised disclosure of Customer Information has occurred.
- b) Other than as provided in the Contract, the Supplier must not disclose to any person, other than the Customer, any Customer Information, without prior written approval from the Customer. This obligation will not be breached where the Customer Information is:
 - i) required or authorised to be disclosed by law or a stock exchange;

- ii) disclosed to the Supplier's solicitors, auditors, insurers or advisers;
 - iii) publicly available (other than through breach of a confidentiality or non-disclosure obligation); or
 - iv) in the possession of the Supplier without restriction in relation to disclosure before the date of receipt from the Customer.
- c) The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

C.C.26 Security and Safety:

- a) When accessing any Territory place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.
- b) The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

C.C.27 Criminal Code:

- a) The Supplier acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of the Contract (other than to a person to whom the Supplier is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

C.C.28 Fraud:

- a) For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Territory or causing a loss to the Territory by deception or other means.
- b) The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of the Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of the Contract.
- c) If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

C.C.29 Taxation:

- a) The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

C.C.30 Confidential Text under the Procurement Act:

- a) In giving effect to the principles of open and accountable government, the Customer may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with these principles, this



TERRITORY SHORT FORM CONTRACT

TERRITORY CONTRACT TERMS

Contract may be a notifiable contract under the Procurement Act and, if so, the Customer will be required to make the text of this Contract available to the public, including by publication on a contracts register.

- b) If Item C.A.9 [CONFIDENTIAL TEXT UNDER THE GOVERNMENT PROCUREMENT ACT 2001 (ACT)] states that this Contract is a notifiable contract under the Procurement Act, the grounds on which the text is confidential are set out in Item C.A.9 and clause C.C.30 (c) applies.
- c) Except as provided in this Contract, the Customer must not disclose confidential text specified in the Contract to any person without the prior written consent of the Supplier (which consent will not be unreasonably withheld) except to the extent that the confidential text:
- v) is required or authorised to be disclosed under law;
 - vi) is reasonably necessary for the enforcement of the criminal law;
 - vii) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
 - viii) is generally available to the public;
 - ix) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Supplier;

- x) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- xi) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

C.C.31 Work Health and Safety

- a) The Supplier must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health and safety of persons at risk.
- b) The Supplier must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter.
- c) The Supplier must exercise a duty of utmost good faith to the Customer in carrying out the work under this Contract to enable the Customer to discharge the Customer's duties under the WHS Legislation .
- d) The Supplier must provide the Customer with a written report on all work health and safety matters referable to the conduct of the Services or provision of the Goods if requested.
- e) Without limiting the above, the Supplier must comply with any additional obligations set out in Item C.A.2(c) (if any).

TERRITORY GLOSSARY OF TERMS

The following definitions apply unless the context otherwise requires, a reference to:

- (a) an Item in the form A.A.[x] – is a reference to an item in the **Territory Request for Quotation**;
- (b) an Item in the form A.B.[x] – is a reference to an item in the **Territory Standard Terms of Quotation**;
- (c) an Item in the form A.C.[x] – is a reference to an item in the **Draft Additional Contract Terms**;
- (d) an Item in the form C.A.[x] – is a reference to an item in the **Statement of Work**;
- (e) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**; and
- (f) a clause in the form C.C.[x] – is a reference to a clause in the **Territory Contract Terms**.

A reference to legislation or to provisions in legislation, include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

“Acceptable Quality” means quality of goods that is:

- (a) fit for all the purposes for which goods of that kind are commonly supplied;
- (b) acceptable in appearance and finish;
- (c) free from defects;
- (d) delivered at the times to the places detailed in the *Statement of Work*;
- (e) safe; and
- (f) durable,

as the Customer, acting reasonably and being fully acquainted with the state and conditions of the goods (including any hidden defects of the goods), would regard as being acceptable having regard to the following matters:

- (g) the nature of the goods;
- (h) the price of the goods (if relevant);
- (i) any statements made about the goods on any packaging or label on the goods;
- (j) any representation made about the goods by the Supplier; and
- (k) any other relevant circumstances relating to the supply of the goods.

“Acceptance Period” has the meaning given in clause C.A.2(d) [*Delivery and Acceptance*], if specified.

“Acceptance Tests” has the meaning given in clause C.A.2(d) [*Delivery and Acceptance*].

“Additional Contract Terms” means the terms and conditions set out in the section of the Contract with the heading “Additional Contract Terms”.

“Business Day” means any day between Monday to Friday and not including any official public holidays in the Australian Capital Territory.

“Canberra Region” means the area comprising the Australian Capital Territory and the NSW Member Councils including Bega Valley, Eurobodalla, Goulbourn-Mulwaree, Hilltops, Queanbeyan-Palerang, Snowy Monaro, Upper Lachlan, Wingecarribee and Yass Valley.

“Confidential Text” means any text of this Contract that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in clause C.A.9 [*Confidential Text under the Government Procurement Act 2001 (ACT)*] as being Confidential Text.

“Contract” means an agreement for the provision of Goods and/or Services comprising the documentation specified in clause C.C.4 [*Precedence of Documents*].

“Contract Manager” means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

“Contract Price” means the total price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

“Contract Term” has the meaning given in Item C.A.1 [*Key Events and Dates*].

“Correctly Rendered Invoice” means an invoice that:

- (a) is correctly addressed and calculated in accordance with the Contract;
- (b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- (c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- (d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- (e) is a valid tax invoice in accordance with the GST Act.

“Customer” means the party specified in a Contract as a Customer and, unless a contrary intention is expressed, references to “Customer” include any employees, agents or subcontractors of the Customer.

“Customer Information” the kind of information that:

- (a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Customer which are by their nature confidential;
 - (b) is notified (whether in writing or not) by the Customer to the Supplier as being confidential; or
 - (c) is Personal Information,
- but does not include information that:
- (d) is or becomes public knowledge other than by breach of a Contract;
 - (e) has been independently developed or acquired by the Supplier; or
 - (f) has been notified by the Customer to the Supplier as not being confidential.

“Customer Material” means any material provided by the Customer to the Supplier for the purposes of this Contract including documents, equipment, information and data stored by any means, including, without limitation, any specified in Item C.A.2(g) in the *Statement of Work*.

“Delivery and Acceptance” means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

TERRITORY GLOSSARY OF TERMS

"Draft Additional Contract Terms" means the terms and conditions set out in the section of the Request for Quotation with the heading "Draft Additional Contract Terms".

"Goods and Services" means:

- (a) the Goods, Services or Goods and Services and any Material specified in the Contract; and
- (b) all such incidental Goods and Services that are reasonably required to achieve the purpose of the Customer specified in the Contract.

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"GST" means a Commonwealth goods and services tax imposed by the GST Act.

"Information Privacy Act" means the *Information Privacy Act 2014* (ACT).

"LIPP" means the Territory's Local Industry Participation Policy.

"Local" means located within the Canberra Region, recognising constraints on application arising from the Territory's participation in inter-jurisdictional procurement and trade agreements.

"Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

"Material" means any material brought into existence as part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

"Moral Rights" means the rights in *Part IX* of the *Copyright Act 1968* (Cth) including the right of attribution, the right against false attribution and the right of integrity.

"Notice" means an official notice or communication under the contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

"Personal Information" has the meaning set out in the Information Privacy Act.

"Potential Supplier" means a Respondent.

"Pre-Existing Material" means all material in existence at the date of this Contract and used by the Supplier for the purpose of providing the Goods and/or Services, including documents, information and data stored by any means.

"Prescribed Insurer" means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard and Poor's.

"Procurement Act" means the *Government Procurement Act 2001* (ACT).

"Requirement" means:

- (a) when used in the Request for Quotation, the Goods and Services described in A.A.2 [*The Requirement*]; and
- (b) when used in the Territory Contract Terms, the Goods and Services described in the section of the *Statement of Work* with the heading "The Supplies".

"Respondent" means the legal entity that submits a response to a Request for Quotation.

"Response" means a quotation lodged by a respondent in response to a Request for Quotation.

"RFQ" means a Request for Quotation.

"SME" means Small to Medium Enterprise as defined by the Australian Bureau of Statistics (ABS) as businesses employing less than 200 people, or in accordance with the ABS Estimated Value of Agricultural Operations.

"Specified Personnel" means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [*Specified Personnel*].

"Statement of Requirement" means the statement of the Customer's requirement issued in the approach to the market for the Goods and/or Services (howsoever named).

"Statement of Work" means the section of the Contract, as the case may be, with the heading "Statement of Work".

"Supplier" means a party specified in a Contract as a Supplier and, unless a contrary intention is expressed, references to "Supplier" include any employees, agents or subcontractors of the Supplier.

"Supplies" has the same meaning as Goods and Services.

"Support Material" is Pre-Existing Material specified as support material in the *Statement of Work* (if any).

"Territory" means, when used in a geographical sense the Australian Capital Territory, when used in any other sense the body politic established under the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

"TPPs" means the Territory Privacy Principles provided for in section 13, and set out in Schedule 1, of the Information Privacy Act.

"TPP Code" means a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Supplier in the provision of the Goods and/or Services.

"Warranty Period" means the period of warranty for the Goods specified in Item C.A.7 in the *Statement of Work* or, if no warranty period is specified, 90 days from the date of acceptance of the Goods by the Customer in accordance with clause C.C.11 [*Delivery and Acceptance*].

"WHS Legislation" means:

- (a) the *Work Health and Safety Act 2011* (ACT);
- (b) the *Work Health and Safety Regulation 2011* (ACT);
- (c) all instruments issued under the *Work Health and Safety Act 2011* (ACT) or the *Work Health and Safety Regulation 2011* (ACT);
- (d) all laws that replace the above laws; and
- (e) all other laws applicable in the Australian Capital Territory dealing with work health and safety matters.



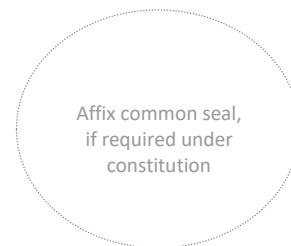
TERRITORY SHORT FORM CONTRACT

Contract Signing Page

SIGNED AS A CONTRACT ON.....

SIGNED for on behalf of the AUSTRALIAN CAPITAL TERRITORY Signature of Territory delegate
in the presence of: Print name
..... Signature of witness
..... Print name

SIGNED by of for and on the behalf of Studio Binocular, 53 142 679 516	Schedule 2.2(a)(ii) Signature of director/authorised officer/individual
	Laura Cornhill Print name
in the presence of: Schedule 2.2(a)(ii) Signature of second authorised officer*
..... Signature of witness
Susan Carew Print name Print name and position



Note

- Date: Must be dated on the date the last party signs the contract or, if signed counterparts of the contract 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 must be affixed if required under the Supplier's constitution.
- Individual: Must be signed by the individual supplier and witnessed.
- Incorporated Association: As a minimum, two authorised officers must sign. Otherwise, the contract must be signed in accordance with the Supplier's constitution. Common seal must be affixed if required under the constitution.

From: [Murray, Ryan \(Health\)](#) on behalf of [CHS DLO](#)
To: [CHS DLO](#); [Bransgrove, Meagen](#)
Cc: [Bergin, Catherine](#); [Cook, Caitlin](#)
Subject: RE: MCHS22-814 - CHS Brand Project
Date: Thursday, 27 October 2022 2:21:43 PM

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Sorry, I have relocated to the below.

<I:\Stephen-Smith\DLO\01. RSS - digital signing\03. Minister documents for signature\6. Information briefs\MCHS22-814 - CHS Brand Project>

Thanks,

Ryan Murray | Directorate Liaison Officer | Canberra Health Services

Phone: (02) 6205 5030 | Mobile: [REDACTED] | Email: CHSDLO@act.gov.au

Office of Rachel Stephen-Smith MLA | Minister for Health | ACT Government

Office of Emma Davidson MLA | Minister for Mental Health and Justice Health | ACT Government

From: Murray, Ryan (Health) **On Behalf Of** CHS DLO

Sent: Thursday, 27 October 2022 1:52 PM

To: Bransgrove, Meagen <Meagen.Bransgrove@act.gov.au>

Cc: Bergin, Catherine <Catherine.Bergin@act.gov.au>; Cook, Caitlin <Caitlin.Cook@act.gov.au>

Subject: MCHS22-814 - CHS Brand Project

OFFICIAL

Hi Meg,

CHS Brand Project brief is at the link below. CHS have added this for discussion in the weekly briefing on Monday.

<I:\Stephen-Smith\DLO\01. RSS - digital signing\00. Meg documents for review\MCHS22-814 - CHS Brand Project>

Thanks,

Ryan Murray | Directorate Liaison Officer | Canberra Health Services

Phone: (02) 6205 5030 | Mobile: [REDACTED] | Email: CHSDLO@act.gov.au

Office of Rachel Stephen-Smith MLA | Minister for Health | ACT Government

Office of Emma Davidson MLA | Minister for Mental Health and Justice Health | ACT Government

Canberra Health Services**To:** Minister for Health

Tracking No.: MCHS22/814

Date: 26 October 2022**CC:** Dave Peffer, Chief Executive Officer**From:** Janet Zagari, Deputy Chief Executive Officer**Subject:** Canberra Health Services Brand Project - Research**Critical Date:** 28 October 2022**Critical Reason:** To ensure you are briefed on the project progress

- DCEO .../.../....

Recommendation

That you note the information contained in this brief and Discussion Guide at Attachment A.

Noted / Please Discuss

Rachel Stephen-Smith MLA/...../.....

Minister's Office Feedback

Background

1. The Canberra Health Services (CHS) Strategic Communication and Engagement Branch is undertaking a two-year project to strengthen and modernise the CHS brand.
2. This follows a comprehensive audit conducted in 2021, which found that CHS:
 - a. Lacks a clear and cohesive brand architecture;
 - b. Carry sub brands that do not look like they belong to the one organisation;
 - c. Brand is inconsistently applied; and
 - d. Carry legacy branding from past iterations of the organisation.

3. The project ambition is to deliver a distinct people-focused, values-driven brand with accessibility and inclusion considerations at its core. The work will support in uplifting health literacy by providing a consistent approach in education, communication and signage.
4. It will also support in affirming CHS' commitment to Aboriginal and Torres Strait Islander Peoples and creating a welcoming environment in our facilities by integrating the commissioned art 'Monga Waratah' by artist Natalie Bateman into the brand.
5. Key deliverables for this project include the delivery of a modern, values-aligned brand identity, a brand and design strategy and guide for CHS, logo creation, naming and visual design system for new services and programs, uniform designs, and other initiatives to build trust with the public and grow employee pride.

Issues

6. Research has been identified as the first phase of work. The purpose of this research is to ground the brand project in qualitative insights and evidence. The initial research piece will provide a steer on brand sentiment, perception, key challenges and opportunities for the brand strategy.
7. A Discussion Guide ([Attachment A](#)) has been developed. It consists of initial exploratory questions, with an ambition to deliver quantitative research and benchmarking on brand awareness and consumer sentiment metrics in future phases of the brand project.
8. Research groups include:
 - a. Seven 90-minute online groups with general community segmented by life stage and health needs (with a weight towards older audiences as people with higher health needs), this considers people with disabilities, people who identify as LGBTQIA+, Aboriginal and Torres Strait Islander Peoples and people of multi-cultural backgrounds.
 - b. Seven groups of CHS team members across various divisions and levels of experience.
 - c. Eight 60-minute in-depth interviews with CHS team members to focus on the recruitment and employee journey.
 - d. 15 45-minute in-depth interviews with key internal and external stakeholders including Health Care Consumers Association, Carers ACT, Mental Health Consumer Network, People with Disability ACT, and the CHS Aboriginal and Torres Strait Islander Consumer Reference Group.
9. The field work is being conducted by research agency Bastion Insights. Public group participation will be incentivised through a \$90 online voucher. This is consistent with an industry approach. Comments garnered through these sessions will be anonymised to ensure confidentiality and participant privacy.

10. Public and external focus groups will occur from 31 October until 18 November 2022.
11. CHS team members' focus groups and interviews will occur in January/February 2023 to allow for prioritisation of the implementation of the Digital Health Record.
12. The output of this research will be a report and presentation covering all key findings across all audiences. The initial research outcomes are expected to be delivered in December 2022.
13. The research will be used as part of delivering the brand strategy and architecture. It will also be used to provide insights to the Employee Value Proposition and upcoming recruitment campaigns for the Critical Services Building.

Financial Implications

14. A brand agency, Studio Binocular has been procured to support in the delivery of the brand project. A total budget of \$800,000 (inc. GST) across two years has been allocated as part of the ACT Health Directorate Campus Master Plan budget allocation. This value is consistent with other Government projects of similar nature.

Consultation

Internal

15. CHS Executives and line areas were consulted in the development for the brand project plan.

Cross Directorate

16. Consultation has occurred with Chief Minister's Treasury and Economic Development Directorate Whole of Government Communications team to inform them of this project.

External

17. Consultation has commenced with external community organisations, and they will be kept routinely informed throughout this project.
18. Your office was consulted during the development of the project plan and discussion guide.

Work Health and Safety

19. Not applicable.

Benefits/Sensitivities

20. A strong brand is key in increasing the perception of CHS as a provider of exceptional health care, as well as our ability to attract and retain high quality staff and establish ourselves as a leading specialist provider.
21. Brand image affects consumer perceptions and expectations of the goods or services an organisation offers and their level of satisfaction with that product or service.

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22. There may be concerns from the public and stakeholders on their perception of the value of the brand project in delivering benefit to consumers.

Communications, media and engagement implications

23. There will be limited public communication during the initial phase of this project.

Signatory Name: Dave Jean Phone: 5124 6115
 Executive Branch Manager
 Strategic Communications and
 Engagement

Action Officer: Josie Khng Phone:
 Senior Director – Brand
 Strategic Communication and
 Engagement

Attachment

Attachment	Title
Attachment A	Discussion Guide

Discussion Flow

Qualitative research is, by its very nature, exploratory. While the following discussion guide is detailed and provides several potential lines of inquiry, not all of these will be explicitly launched by moderators (e.g. because they come up unprompted), and not necessarily in this order.

As a discussion guide, it is meant to provide an overview of the type of conversations that will be triggered and the general flow. This may also lead to additional lines of inquiry that have not been articulated in this guide but occur organically as a result of the conversation with participants. Probe points have been noted throughout for the moderator to be able to utilise when a relevant topic is discussed, including addressing hypotheses as they arise.

While “why” is not always explicitly articulated in this guide, understanding “why” is the driving force behind every single conversation we have with people. Often, this will not be asked directly but other techniques such as reflection might be used or moderators might wait until later in the conversation to probe why e.g. to keep the flow of the conversation.

1. 7 x 90-minute online groups with general community segmented by life stage and health needs (with a weight towards older audiences as people with higher health needs), 6-7 people each.
2. 7 x 60-90 minute groups of CHS staff, 6-7 people each
3. 15 x 45 min in-depth interviews with key stakeholders: - mix of internal and external stakeholders, we are still finalising the list.

Consumer Groups (90 min)

Introduction (10 min)

Objective: create energy and get people talking to each other, not just the moderator. Model expected behaviour and level of detail.

- Light-hearted chit chat to get energy going and people talking to one another, not just the moderator
- Purpose of research is to understand how people feel about Canberra's public health service now and what they want from it in the future
- Anonymity/confidentiality – Acknowledge live observers and video recording: not passed on to anyone else and destroyed at the end of the project
- Introduction round: a bit about yourself (home, work, family, life in general...) and because you're all from Canberra what you love about living in Canberra. Moderator to lead with example and set the tone for the expected level of detail. [NOTE: we will not introduce health just yet, preferring to have a broader conversation about local perceptions of Canberra to then see how public health services align with those (see below)].

Canberra vs Canberra Health Services: Perceptions Now (20 min)

Objective: provide a frame of reference for how Canberrans perceive their public health service by understanding how they perceive their city first – is the public health service a true reflection of it?

- Before we talk about health, I want to keep talking about Canberra more generally. All of you live in Canberra or around Canberra. I'm interested in how you would describe living here to someone who's not from Canberra. I will give you 2 minutes to come up with 5-10 keywords to describe Canberra and Canberrans compared to other Australian cities and their people. Please list them in the chat box and once you're done, hit send. We'll then discuss it altogether see if there are commonalities and what you mean by the keywords you've chosen.
- Okay, now let's do the same about your public health services. Actually, before we do that, what public health services are you aware of? How do you call those services: do they have an umbrella name or are they all separate services?
- Okay, I'll give you another 3 minutes to come up with 5-10 keywords about the Canberran public health service and how you think it might differ from other Australian cities. When done, send them through the chat again and let's discuss why you've chosen these keywords.
- To build on that, let's do another exercise. It's a little bit silly so silly answers are welcome. If the Canberran public health service was a person, what kind of person would they be? Think about their age, gender, family situation, profession if not in health, education level, what they would be wearing (if not in scrubs), the car they would be driving, the kind of suburb they would be living in, what they would be doing in their free time, the number of friends they would be keeping, their values / opinions, what kind of personality they would have (introvert or extrovert, leader or follower, friendly or serious...)

The Canberra Health Services Experience (25 min)

Objective: understand how people experience the system and what they value (want to keep or emphasise) and what they don't or want improved (want to see emphasised in the future).

Well, that was a really interesting conversation. Let's expand on some of the points discussed:

- What do you really value about the public health services offered here in Canberra? [Moderator to list on whiteboard to create energy]
- What parts of the public health system do you feel is maybe better delivered in other cities? [List on whiteboard – Note the idea here is to make sure that i) people feel heard and ii) we understand where the brand can stretch. We are conscious that the CHS team are already well aware of any shortcomings and this discussion will be kept to a minimum.]
- How confident are you that you can access public health services in a timely and efficient manner when you need to?
- How has the Canberran public health system changed over the past 5-10 years?
- How would you describe the people that work in the Canberra public health system? How come?

- Do you know people who work in the local health system? How do they talk about their work and work environment?
- What have you seen/read/heard about our public health services here in Canberra over the last couple of years? What impact did that have on you? How come?
- What impact has COVID had on the local health system? Have they managed it well? How come?

Now, let's talk about each of the following facilities:

- Canberra Hospital
- Centenary Hospital for Women and Children
- University of Canberra Hospital
- Walk-in centres
- Community health centres

For each, let's discuss quickly:

- 2-3 keywords
- What we value about that service
- What warrants further improvement (we don't have time to discuss how they're run in detail unfortunately; we just want to understand broadly how these services work for you)
- Who this seems to be aimed at / how relevant it is to you
- How we believe that compares to similar facilities in other cities
- FOR CANBERRA HOSPITAL: What do we know about the future of it? Have you heard anything about what's coming in the next couple of years...? How do we feel about this...?
- FOR WALK-IN / COMMUNITY HEALTH CENTRES: When I say community health centres, is it clear what I mean? Have you ever heard of them? How would you describe them in your own words? How different are they from walk-in centres? What do you usually call them?

The Ideal Public Health Service for Canberra (15 min)

Objective: understand stretch opportunities for the brand.

Let's talk about an ideal local health system...

- What does that look like? What is the customer or patient experience like?
- How is it different to what we have now?
- What would specifically need to change to move more towards this ideal?
- Remember we described the Canberra Health Service as a person? Let's do it again, this time thinking about how we want it to be like ideally

Canberra Health Services as an Entity (15 min)

Objective: understand familiarity with the brand name and organisation – as well as how it intersects with ACT Health.

Now, what do you call the entity that oversees these public health services...

- Public hospitals, clinics, covid testing and vaccination services are run by an entity called Canberra Health Services: had you ever heard that name? Do you ever use that name...? If not, how do you usually refer to these services?
- How does that name sound? What comes to mind when you hear that...?
- I have a list here of all the services they run. They operate in more than 30 locations. For each, I want to understand whether you've ever heard of them, what you believe they deliver. I also want to understand how you believe they differ from each other and whether it's all clear to you or not.
 - Walk In Centres
 - Community Health Centres
 - Child and Family Centres
 - Child Health Clinics

- Family Care Centres
- Child and Adolescence Mental Health Clinic
- Women Youths and Children's Clinic
- Have you ever heard of ACT Health? What do you know about them? What does the name mean to you?
- Now, Canberra Health Services' vision is "Creating exceptional health care together": what comes to mind when you hear that? How close are they to delivering to that vision?
- Now, I have here a list of Canberra Health Services' values. For each, let's discuss what that means to you, how important it is to you and how well you believe they are living these values now...
 - *Reliable: we always do what we say*
 - *Progressive: we embrace innovation*
 - *Respectful: we value everyone*
 - *Kind: we make everyone feel welcome and safe*
- Can you think of other values that would be really important to you? [NOTE: the idea is not to come up with new values but trigger further conversations about what they see is an ideal health service brand]

Close (5 min)

Objective: ensure the moderator has captured the full breadth and depth of people's perspectives.

Let me summarise everything we've discussed... Any other comments...?

Team Member Groups (60-90 min: topic prioritisation may be made for shorter groups)

Introduction (10 min)

Objective: create energy and get people talking to each other, not just the moderator. Model expected behaviour and level of detail.

- Light-hearted chit chat to get energy going and people talking to one another, not just the moderator
- Purpose of research is to get input from team members into the brand. As a relatively new organisation and as new facilities are being planned, it's important that staff see themselves represented authentically in everything from the look and feel of the collaterals to uniforms, signs, communication and more. It's also really important that its advertising to recruit new staff is as authentic as possible.
- Anonymity/confidentiality – NO recording, no observers – Reported at aggregate level: no individual or unit will ever be identified
- Introduction round: a bit about yourself (current position, how long have worked with CHS) and what you love about working with CHS.

The Canberra Health Services Employee Experience (20 min)

Objective: understand how team members experience the workplace, what they value highly (want to keep or emphasise) and what they value less.

Let's expand on some of the points we just discussed:

- What else do you really value about working with CHS? [Moderator to list on whiteboard to create energy]
- What do you think is really unique about CHS? What couldn't you find working in health systems in other cities? Or in a private hospital / clinic? Or with other large employers in Canberra?
- How would you describe the people who work at CHS (again, compared to people at health systems in other cities or people who work for other large employers in Canberra)? How come?
- What parts warrant further improvement with CHS as a place to work? [Whiteboard]
- For those who have been here a while, how has that changed over the past few years?
- What impact has COVID had on your work at CHS? Has that impacted your workplace long term? What lessons can we learn from that?
- What do YOU think the Canberran community value in relation to CHS? What do you think they want from CHS, apart from basic medical care?

Canberra Health Services: Perception now and into the future (25 min)

Objective: understand perceptions of CHS now and in the future.

- Okay, I will give you 5 minutes to come up with 3-5 keywords (or very short phrases) to describe CHS now and how you think it might differ from similar public health services in other Australian cities as well as 3-5 keywords for what you would like CHS to be like in 3-5 years from now. Please list them in the chat box and once you're done, hit send. We'll then discuss it altogether see if there are commonalities and what you mean by the keywords you've chosen.
- To build on that, let's do another exercise. It's a little bit silly so silly answers are welcome. If the Canberran public health service was a person, what kind of person would they be? Think about their age, gender, family situation, profession if not in health, education level, what they would be wearing (if not in scrubs), the car they would be driving, the kind of suburb they would be living in, what they would be doing in their free time, the number of friends they would be keeping, their values / opinions, what kind of personality they would have (introvert or extrovert, leader or follower, friendly or serious...). Now, let's do the same for what we want that CHS person to be like in 3-5 years from now.

Canberra Health Services as an Entity (20 min)

Objective: understand familiarity and connection with the brand name and broader organisation as well as how it intersects with ACT Health.

Now, I've been using the term Canberra Health Services but what do YOU call your employer? Think of different situations: when you tell someone where you work, when you think about the senior management, when you think about your pay cheque...

- Canberra Health Services: do you ever use that name...? Why is that...?
- How does that name sound? What comes to mind when you hear that...?
- What about ACT Health? What do you know about them? What does the name mean to you?
- What do you know about the split of Canberra Health Services from ACT Health? What difference does it make that they're separate? How relevant is that to you anyway?
- Now, Canberra Health Services' vision is "Creating exceptional health care together": what comes to mind when you hear that? How close is the organisation to delivering to that vision?
- Now, I have here a list of Canberra Health Services' values. For each, let's discuss what that means to you, how important it is to you and how well you believe the organisation is living these values now...
 - *Reliable: we always do what we say*
 - *Progressive: we embrace innovation*
 - *Respectful: we value everyone*
 - *Kind: we make everyone feel welcome and safe*
- When looking for a job what values are important to you (could be these values or others)? On the flipside, what values or aspects of culture would make you hesitate about joining an organisation?
- CHS has a statement of commitment to Aboriginal and Torres Strait Islander Peoples - are you aware of this? How close do you think CHS is in delivering on this commitment? Why...?
- How well do you believe CHS delivers on its commitment to accessibility, inclusion and diversity e.g. championing and supporting LGBTQIA+ team members, disability friendly work environment? Why...?
- Now a bit of a weird question: have you noticed any new art from Canberra Health Services in different locations and on different materials? What do you remember seeing? How important is that to you...?

In the drivers' seat (10 min)

Objective: identify authentic EVP elements. It also helps to demonstrate that brand work has concrete outcomes.

Now to finish off, let's do another exercise. Imagine you're in charge of promoting CHS to nurses, doctors, allied health, admin and managerial prospects interstate e.g. at a recruitment fair. Imagine you have a poster at the fair: what image would be centre stage to represent CHS and make it appealing? What would be your heading? What would be bullet points under it? The idea is to represent CHS authentically and in a very appealing way that's different from other Australian public and private health services that also are at that recruitment fair. [Use whiteboard to list ideas – NOTE: we're not trying to come up with a campaign or expect team member to dictate creative choices: we simply want to trigger a conversation about what they see as being at the centre of the CHS brand]

Close (5 min)

Objective: ensure the moderator has captured the full breadth and depth of people's perspectives.

Let me summarise everything we've discussed... Any other comments...?

Stakeholder Interviews (45 min)

Note that the discussions will vary widely depending on stakeholders. The below is a guide only: the senior moderators on the project will use their knowledge of the stakeholders and CHS to ensure the conversation is appropriate and relevant to each stakeholder.

Introduction (5 min)

Objective: clarify the frame of reference for this interview.

- Purpose of research is to get input from stakeholders into the brand. As a relatively new organisation and as new facilities are being planned, it's important that CHS is represented authentically in the look & feel of its brand but also in messaging, tone and any communication in general.
- Anonymity/confidentiality – NO recording, no observers – Reported at aggregate level: no individual will ever be identified
- Introduction round: a bit about yourself (current position, relationship with CHS).

The Canberra Health Services Experience (10 min)

Objective: understand how stakeholders value highly about CHS (want to keep or emphasise) and what they value less.

To start with, a bit of a tough question but it's an important one. I'm wondering what you see as being unique to CHS: what is it about it you couldn't find in another health organisation in Canberra or Australia?

- What do you really value about CHS?
- What parts warrant further improvement with CHS as a provider of health services?
- What kinds of improvements have you noticed in the last few years? Or things going the other direction...?
- How would you describe the people who work at CHS (again, compared to people at health systems in other cities or people who work for other large employers in Canberra)? How come?
- What impact has COVID had on service delivery at CHS / perceptions of CHS? Has that impacted CHS long term? What lessons can we learn from that?
- What do YOU think the Canberra community value in relation to CHS? What do you think they want from CHS, apart from basic medical care? What about employees?

Canberra Health Services: Perception now and into the future (10 min)

Objective: understand perceptions of CHS now and in the future.

- Really interesting points. I wonder how we could sum up all that. What would be 3-5 keywords (or very short phrases) you would use to describe CHS now and how you think it might differ from similar public health services in other Australian cities? What about 3-5 keywords for what you would like CHS to be like in 3-5 years from now? Let's discuss what you mean by the keywords.
- [IF APPROPRIATE WITH THAT PARTICULAR STAKEHOLDER] To build on that, let's do another exercise. It's a little bit silly so silly answers are welcome. If CHS was a person, what kind of person would they be? Think about their age, gender, family situation, profession if not in health, education level, what they would be wearing (if not in scrubs), the car they would be driving, the kind of suburb they would be living in, what they would be doing in their free time, the number of friends they would be keeping, their values / opinions, what kind of personality they would have (introvert or extrovert, leader or follower, friendly or serious...). Now, let's do the same for what we want that CHS person to be like in 3-5 years from now.

Canberra Health Services as an Entity (10 min)

Objective: understand familiarity and connection with the brand name and broader organisation as well as how it intersects with ACT Health.

- Now, I've been using the term Canberra Health Services but what do YOU call it?
- Canberra Health Services: do you ever use that name...? Why is that...?
- How does that name sound? What comes to mind when you hear that...?
- What about ACT Health? What do you know about them? What does the name mean to you?

- What do you know about the split of Canberra Health Services from ACT Health? What difference does it make that they're separate? How relevant is that to you, users of the system or employees anyway?
- Now, Canberra Health Services' vision is "Creating exceptional health care together": what comes to mind when you hear that? How close is the organisation to delivering to that vision?
- I have here a list of Canberra Health Services' values. For each, let's discuss what that means to you, how important it is to you and how well you believe the organisation is living these values now...
 - *Reliable: we always do what we say*
 - *Progressive: we embrace innovation*
 - *Respectful: we value everyone*
 - *Kind: we make everyone feel welcome and safe*
- Can you think of other values that would be really important to you? [NOTE: the idea is not to come up with new values but trigger further conversations about what they see is an ideal health service brand]
- Do you recruit team members? Based on the experience in your area, what are some of the real or perceived challenges when attracting talent?

In the drivers' seat (5 min)

Objective: identify what they believe the brand has capacity to change.

Just to finish off, I want to get a sense of what you think are the priorities for the CHS brand going forward. If the new brand could do just two or three things, what would they be?

Close (5 min)

Objective: ensure the moderator has captured the full breadth and depth of people's perspectives.

Let me summarise everything we've discussed... Any other comments...?

From: [Murray, Ryan \(Health\)](#) on behalf of [CHS DLO](#)
To: [Piza, Jillian](#); [New, Emily](#)
Cc: [Ord, Jon](#)
Subject: MCHS22-816 - CHS Brand Project
Date: Thursday, 27 October 2022 2:23:00 PM

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Good morning,

Please find at the link below a brief on the CHS Brand Project.

I:\Davidson\DLO\MO_for_review\Minister_to_Review\MCHS22-816 - CHS Brand Project

Thanks,

Ryan Murray | Directorate Liaison Officer | Canberra Health Services

Phone: (02) 6205 5030 | Mobile: [REDACTED] | Email: CHSDLO@act.gov.au

Office of Rachel Stephen-Smith MLA | Minister for Health | ACT Government

Office of Emma Davidson MLA | Minister for Mental Health and Justice Health | ACT Government

Canberra Health Services

To: Minister for Mental Health Tracking No.: MCHS22/816

Date: 26 October 2022

CC: Dave Peffer, Chief Executive Officer

From: Janet Zagari, Deputy Chief Executive Officer

Subject: Canberra Health Services Brand Project - Research

Critical Date: 28 October 2022

Critical Reason: To ensure you are briefed on the project progress

- DCEO .../.../....

Recommendation

That you note the information contained in this brief and Discussion Guide at Attachment A.

Noted / Please Discuss

Emma Davidson MLA/...../.....

Minister's Office Feedback

Background

1. The Canberra Health Services (CHS) Strategic Communication and Engagement Branch is undertaking a two-year project to strengthen and modernise the CHS brand.
2. This follows a comprehensive audit conducted in 2021, which found that CHS:
 - a. Lacks a clear and cohesive brand architecture;
 - b. Carry sub brands that do not look like they belong to the one organisation;
 - c. Brand is inconsistently applied; and
 - d. Carry legacy branding from past iterations of the organisation.

3. The project ambition is to deliver a distinct people-focused, values-driven brand with accessibility and inclusion considerations at its core. The work will support in uplifting health literacy by providing a consistent approach in education, communication and signage.
4. It will also support in affirming CHS' commitment to Aboriginal and Torres Strait Islander Peoples and creating a welcoming environment in our facilities by integrating the commissioned art 'Monga Waratah' by artist Natalie Bateman into the brand.
5. Key deliverables for this project include the delivery of a modern, values-aligned brand identity, a brand and design strategy and guide for CHS, logo creation, naming and visual design system for new services and programs, uniform designs, and other initiatives to build trust with the public and grow employee pride.

Issues

6. Research has been identified as the first phase of work. The purpose of this research is to ground the brand project in qualitative insights and evidence. The initial research piece will provide a steer on brand sentiment, perception, key challenges and opportunities for the brand strategy.
7. A Discussion Guide ([Attachment A](#)) has been developed. It consists of initial exploratory questions, with an ambition to deliver quantitative research and benchmarking on brand awareness and consumer sentiment metrics in future phases of the brand project.
8. Research groups include:
 - a. Seven 90-minute online groups with general community segmented by life stage and health needs (with a weight towards older audiences as people with higher health needs), this considers people with disabilities, people who identify as LGBTQIA+, Aboriginal and Torres Strait Islander Peoples and people of multi-cultural backgrounds.
 - b. Seven groups of CHS team members across various divisions and levels of experience.
 - c. Eight 60-minute in-depth interviews with CHS team members to focus on the recruitment and employee journey.
 - d. 15 45-minute in-depth interviews with key internal and external stakeholders including Health Care Consumers Association, Carers ACT, Mental Health Consumer Network, People with Disability ACT, and the CHS Aboriginal and Torres Strait Islander Consumer Reference Group.
9. The field work is being conducted by research agency Bastion Insights. Public group participation will be incentivised through a \$90 online voucher. This is consistent with an industry approach. Comments garnered through these sessions will be anonymised to ensure confidentiality and participant privacy.

10. Public and external focus groups will occur from 31 October until 18 November 2022.
11. CHS team members' focus groups and interviews will occur in January/February 2023 to allow for prioritisation of the implementation of the Digital Health Record.
12. The output of this research will be a report and presentation covering all key findings across all audiences. The initial research outcomes are expected to be delivered in December 2022.
13. The research will be used as part of delivering the brand strategy and architecture. It will also be used to provide insights to the Employee Value Proposition and upcoming recruitment campaigns for the Critical Services Building.

Financial Implications

14. A brand agency, Studio Binocular has been procured to support in the delivery of the brand project. A total budget of \$800,000 (inc. GST) across two years has been allocated as part of the ACT Health Directorate Campus Master Plan budget allocation. This value is consistent with other Government projects of similar nature.

Consultation

Internal

15. CHS Executives and line areas were consulted in the development for the brand project plan.

Cross Directorate

16. Consultation has occurred with Chief Minister's Treasury and Economic Development Directorate Whole of Government Communications team to inform them of this project.

External

17. Consultation has commenced with external community organisations, and they will be kept routinely informed throughout this project.
18. Your office was consulted during the development of the project plan and discussion guide.

Work Health and Safety

19. Not applicable.

Benefits/Sensitivities

20. A strong brand is key in increasing the perception of CHS as a provider of exceptional health care, as well as our ability to attract and retain high quality staff and establish ourselves as a leading specialist provider.
21. Brand image affects consumer perceptions and expectations of the goods or services an organisation offers and their level of satisfaction with that product or service.

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22. There may be concerns from the public and stakeholders on their perception of the value of the brand project in delivering benefit to consumers.

Communications, media and engagement implications

23. There will be limited public communication during the initial phase of this project.

Signatory Name: Dave Jean Phone: 5124 6115
 Executive Branch Manager
 Strategic Communications and
 Engagement

Action Officer: Josie Khng Phone:
 Senior Director – Brand
 Strategic Communication and
 Engagement

Attachment

Attachment	Title
Attachment A	Discussion Guide

Discussion Flow

Qualitative research is, by its very nature, exploratory. While the following discussion guide is detailed and provides several potential lines of inquiry, not all of these will be explicitly launched by moderators (e.g. because they come up unprompted), and not necessarily in this order.

As a discussion guide, it is meant to provide an overview of the type of conversations that will be triggered and the general flow. This may also lead to additional lines of inquiry that have not been articulated in this guide but occur organically as a result of the conversation with participants. Probe points have been noted throughout for the moderator to be able to utilise when a relevant topic is discussed, including addressing hypotheses as they arise.

While “why” is not always explicitly articulated in this guide, understanding “why” is the driving force behind every single conversation we have with people. Often, this will not be asked directly but other techniques such as reflection might be used or moderators might wait until later in the conversation to probe why e.g. to keep the flow of the conversation.

1. 7 x 90-minute online groups with general community segmented by life stage and health needs (with a weight towards older audiences as people with higher health needs), 6-7 people each.
2. 7 x 60-90 minute groups of CHS staff, 6-7 people each
3. 15 x 45 min in-depth interviews with key stakeholders: - mix of internal and external stakeholders, we are still finalising the list.

Consumer Groups (90 min)

Introduction (10 min)

Objective: create energy and get people talking to each other, not just the moderator. Model expected behaviour and level of detail.

- Light-hearted chit chat to get energy going and people talking to one another, not just the moderator
- Purpose of research is to understand how people feel about Canberra's public health service now and what they want from it in the future
- Anonymity/confidentiality – Acknowledge live observers and video recording: not passed on to anyone else and destroyed at the end of the project
- Introduction round: a bit about yourself (home, work, family, life in general...) and because you're all from Canberra what you love about living in Canberra. Moderator to lead with example and set the tone for the expected level of detail. [NOTE: we will not introduce health just yet, preferring to have a broader conversation about local perceptions of Canberra to then see how public health services align with those (see below)].

Canberra vs Canberra Health Services: Perceptions Now (20 min)

Objective: provide a frame of reference for how Canberrans perceive their public health service by understanding how they perceive their city first – is the public health service a true reflection of it?

- Before we talk about health, I want to keep talking about Canberra more generally. All of you live in Canberra or around Canberra. I'm interested in how you would describe living here to someone who's not from Canberra. I will give you 2 minutes to come up with 5-10 keywords to describe Canberra and Canberrans compared to other Australian cities and their people. Please list them in the chat box and once you're done, hit send. We'll then discuss it altogether see if there are commonalities and what you mean by the keywords you've chosen.
- Okay, now let's do the same about your public health services. Actually, before we do that, what public health services are you aware of? How do you call those services: do they have an umbrella name or are they all separate services?
- Okay, I'll give you another 3 minutes to come up with 5-10 keywords about the Canberran public health service and how you think it might differ from other Australian cities. When done, send them through the chat again and let's discuss why you've chosen these keywords.
- To build on that, let's do another exercise. It's a little bit silly so silly answers are welcome. If the Canberran public health service was a person, what kind of person would they be? Think about their age, gender, family situation, profession if not in health, education level, what they would be wearing (if not in scrubs), the car they would be driving, the kind of suburb they would be living in, what they would be doing in their free time, the number of friends they would be keeping, their values / opinions, what kind of personality they would have (introvert or extrovert, leader or follower, friendly or serious...)

The Canberra Health Services Experience (25 min)

Objective: understand how people experience the system and what they value (want to keep or emphasise) and what they don't or want improved (want to see emphasised in the future).

Well, that was a really interesting conversation. Let's expand on some of the points discussed:

- What do you really value about the public health services offered here in Canberra? [Moderator to list on whiteboard to create energy]
- What parts of the public health system do you feel is maybe better delivered in other cities? [List on whiteboard – Note the idea here is to make sure that i) people feel heard and ii) we understand where the brand can stretch. We are conscious that the CHS team are already well aware of any shortcomings and this discussion will be kept to a minimum.]
- How confident are you that you can access public health services in a timely and efficient manner when you need to?
- How has the Canberran public health system changed over the past 5-10 years?
- How would you describe the people that work in the Canberra public health system? How come?

- Do you know people who work in the local health system? How do they talk about their work and work environment?
- What have you seen/read/heard about our public health services here in Canberra over the last couple of years? What impact did that have on you? How come?
- What impact has COVID had on the local health system? Have they managed it well? How come?

Now, let's talk about each of the following facilities:

- Canberra Hospital
- Centenary Hospital for Women and Children
- University of Canberra Hospital
- Walk-in centres
- Community health centres

For each, let's discuss quickly:

- 2-3 keywords
- What we value about that service
- What warrants further improvement (we don't have time to discuss how they're run in detail unfortunately; we just want to understand broadly how these services work for you)
- Who this seems to be aimed at / how relevant it is to you
- How we believe that compares to similar facilities in other cities
- FOR CANBERRA HOSPITAL: What do we know about the future of it? Have you heard anything about what's coming in the next couple of years...? How do we feel about this...?
- FOR WALK-IN / COMMUNITY HEALTH CENTRES: When I say community health centres, is it clear what I mean? Have you ever heard of them? How would you describe them in your own words? How different are they from walk-in centres? What do you usually call them?

The Ideal Public Health Service for Canberra (15 min)

Objective: understand stretch opportunities for the brand.

Let's talk about an ideal local health system...

- What does that look like? What is the customer or patient experience like?
- How is it different to what we have now?
- What would specifically need to change to move more towards this ideal?
- Remember we described the Canberra Health Service as a person? Let's do it again, this time thinking about how we want it to be like ideally

Canberra Health Services as an Entity (15 min)

Objective: understand familiarity with the brand name and organisation – as well as how it intersects with ACT Health.

Now, what do you call the entity that oversees these public health services...

- Public hospitals, clinics, covid testing and vaccination services are run by an entity called Canberra Health Services: had you ever heard that name? Do you ever use that name...? If not, how do you usually refer to these services?
- How does that name sound? What comes to mind when you hear that...?
- I have a list here of all the services they run. They operate in more than 30 locations. For each, I want to understand whether you've ever heard of them, what you believe they deliver. I also want to understand how you believe they differ from each other and whether it's all clear to you or not.
 - Walk In Centres
 - Community Health Centres
 - Child and Family Centres
 - Child Health Clinics

- Family Care Centres
- Child and Adolescence Mental Health Clinic
- Women Youths and Children's Clinic
- Have you ever heard of ACT Health? What do you know about them? What does the name mean to you?
- Now, Canberra Health Services' vision is "Creating exceptional health care together": what comes to mind when you hear that? How close are they to delivering to that vision?
- Now, I have here a list of Canberra Health Services' values. For each, let's discuss what that means to you, how important it is to you and how well you believe they are living these values now...
 - *Reliable: we always do what we say*
 - *Progressive: we embrace innovation*
 - *Respectful: we value everyone*
 - *Kind: we make everyone feel welcome and safe*
- Can you think of other values that would be really important to you? [NOTE: the idea is not to come up with new values but trigger further conversations about what they see is an ideal health service brand]

Close (5 min)

Objective: ensure the moderator has captured the full breadth and depth of people's perspectives.

Let me summarise everything we've discussed... Any other comments...?

Team Member Groups (60-90 min: topic prioritisation may be made for shorter groups)

Introduction (10 min)

Objective: create energy and get people talking to each other, not just the moderator. Model expected behaviour and level of detail.

- Light-hearted chit chat to get energy going and people talking to one another, not just the moderator
- Purpose of research is to get input from team members into the brand. As a relatively new organisation and as new facilities are being planned, it's important that staff see themselves represented authentically in everything from the look and feel of the collaterals to uniforms, signs, communication and more. It's also really important that its advertising to recruit new staff is as authentic as possible.
- Anonymity/confidentiality – NO recording, no observers – Reported at aggregate level: no individual or unit will ever be identified
- Introduction round: a bit about yourself (current position, how long have worked with CHS) and what you love about working with CHS.

The Canberra Health Services Employee Experience (20 min)

Objective: understand how team members experience the workplace, what they value highly (want to keep or emphasise) and what they value less.

Let's expand on some of the points we just discussed:

- What else do you really value about working with CHS? [Moderator to list on whiteboard to create energy]
- What do you think is really unique about CHS? What couldn't you find working in health systems in other cities? Or in a private hospital / clinic? Or with other large employers in Canberra?
- How would you describe the people who work at CHS (again, compared to people at health systems in other cities or people who work for other large employers in Canberra)? How come?
- What parts warrant further improvement with CHS as a place to work? [Whiteboard]
- For those who have been here a while, how has that changed over the past few years?
- What impact has COVID had on your work at CHS? Has that impacted your workplace long term? What lessons can we learn from that?
- What do YOU think the Canberran community value in relation to CHS? What do you think they want from CHS, apart from basic medical care?

Canberra Health Services: Perception now and into the future (25 min)

Objective: understand perceptions of CHS now and in the future.

- Okay, I will give you 5 minutes to come up with 3-5 keywords (or very short phrases) to describe CHS now and how you think it might differ from similar public health services in other Australian cities as well as 3-5 keywords for what you would like CHS to be like in 3-5 years from now. Please list them in the chat box and once you're done, hit send. We'll then discuss it altogether see if there are commonalities and what you mean by the keywords you've chosen.
- To build on that, let's do another exercise. It's a little bit silly so silly answers are welcome. If the Canberran public health service was a person, what kind of person would they be? Think about their age, gender, family situation, profession if not in health, education level, what they would be wearing (if not in scrubs), the car they would be driving, the kind of suburb they would be living in, what they would be doing in their free time, the number of friends they would be keeping, their values / opinions, what kind of personality they would have (introvert or extrovert, leader or follower, friendly or serious...). Now, let's do the same for what we want that CHS person to be like in 3-5 years from now.

Canberra Health Services as an Entity (20 min)

Objective: understand familiarity and connection with the brand name and broader organisation as well as how it intersects with ACT Health.

Now, I've been using the term Canberra Health Services but what do YOU call your employer? Think of different situations: when you tell someone where you work, when you think about the senior management, when you think about your pay cheque...

- Canberra Health Services: do you ever use that name...? Why is that...?
- How does that name sound? What comes to mind when you hear that...?
- What about ACT Health? What do you know about them? What does the name mean to you?
- What do you know about the split of Canberra Health Services from ACT Health? What difference does it make that they're separate? How relevant is that to you anyway?
- Now, Canberra Health Services' vision is "Creating exceptional health care together": what comes to mind when you hear that? How close is the organisation to delivering to that vision?
- Now, I have here a list of Canberra Health Services' values. For each, let's discuss what that means to you, how important it is to you and how well you believe the organisation is living these values now...
 - *Reliable: we always do what we say*
 - *Progressive: we embrace innovation*
 - *Respectful: we value everyone*
 - *Kind: we make everyone feel welcome and safe*
- When looking for a job what values are important to you (could be these values or others)? On the flipside, what values or aspects of culture would make you hesitate about joining an organisation?
- CHS has a statement of commitment to Aboriginal and Torres Strait Islander Peoples - are you aware of this? How close do you think CHS is in delivering on this commitment? Why...?
- How well do you believe CHS delivers on its commitment to accessibility, inclusion and diversity e.g. championing and supporting LGBTQIA+ team members, disability friendly work environment? Why...?
- Now a bit of a weird question: have you noticed any new art from Canberra Health Services in different locations and on different materials? What do you remember seeing? How important is that to you...?

In the drivers' seat (10 min)

Objective: identify authentic EVP elements. It also helps to demonstrate that brand work has concrete outcomes.

Now to finish off, let's do another exercise. Imagine you're in charge of promoting CHS to nurses, doctors, allied health, admin and managerial prospects interstate e.g. at a recruitment fair. Imagine you have a poster at the fair: what image would be centre stage to represent CHS and make it appealing? What would be your heading? What would be bullet points under it? The idea is to represent CHS authentically and in a very appealing way that's different from other Australian public and private health services that also are at that recruitment fair. [Use whiteboard to list ideas – NOTE: we're not trying to come up with a campaign or expect team member to dictate creative choices: we simply want to trigger a conversation about what they see as being at the centre of the CHS brand]

Close (5 min)

Objective: ensure the moderator has captured the full breadth and depth of people's perspectives.

Let me summarise everything we've discussed... Any other comments...?

Stakeholder Interviews (45 min)

Note that the discussions will vary widely depending on stakeholders. The below is a guide only: the senior moderators on the project will use their knowledge of the stakeholders and CHS to ensure the conversation is appropriate and relevant to each stakeholder.

Introduction (5 min)

Objective: clarify the frame of reference for this interview.

- Purpose of research is to get input from stakeholders into the brand. As a relatively new organisation and as new facilities are being planned, it's important that CHS is represented authentically in the look & feel of its brand but also in messaging, tone and any communication in general.
- Anonymity/confidentiality – NO recording, no observers – Reported at aggregate level: no individual will ever be identified
- Introduction round: a bit about yourself (current position, relationship with CHS).

The Canberra Health Services Experience (10 min)

Objective: understand how stakeholders value highly about CHS (want to keep or emphasise) and what they value less.

To start with, a bit of a tough question but it's an important one. I'm wondering what you see as being unique to CHS: what is it about it you couldn't find in another health organisation in Canberra or Australia?

- What do you really value about CHS?
- What parts warrant further improvement with CHS as a provider of health services?
- What kinds of improvements have you noticed in the last few years? Or things going the other direction...?
- How would you describe the people who work at CHS (again, compared to people at health systems in other cities or people who work for other large employers in Canberra)? How come?
- What impact has COVID had on service delivery at CHS / perceptions of CHS? Has that impacted CHS long term? What lessons can we learn from that?
- What do YOU think the Canberran community value in relation to CHS? What do you think they want from CHS, apart from basic medical care? What about employees?

Canberra Health Services: Perception now and into the future (10 min)

Objective: understand perceptions of CHS now and in the future.

- Really interesting points. I wonder how we could sum up all that. What would be 3-5 keywords (or very short phrases) you would use to describe CHS now and how you think it might differ from similar public health services in other Australian cities? What about 3-5 keywords for what you would like CHS to be like in 3-5 years from now? Let's discuss what you mean by the keywords.
- [IF APPROPRIATE WITH THAT PARTICULAR STAKEHOLDER] To build on that, let's do another exercise. It's a little bit silly so silly answers are welcome. If CHS was a person, what kind of person would they be? Think about their age, gender, family situation, profession if not in health, education level, what they would be wearing (if not in scrubs), the car they would be driving, the kind of suburb they would be living in, what they would be doing in their free time, the number of friends they would be keeping, their values / opinions, what kind of personality they would have (introvert or extrovert, leader or follower, friendly or serious...). Now, let's do the same for what we want that CHS person to be like in 3-5 years from now.

Canberra Health Services as an Entity (10 min)

Objective: understand familiarity and connection with the brand name and broader organisation as well as how it intersects with ACT Health.

- Now, I've been using the term Canberra Health Services but what do YOU call it?
- Canberra Health Services: do you ever use that name...? Why is that...?
- How does that name sound? What comes to mind when you hear that...?
- What about ACT Health? What do you know about them? What does the name mean to you?

- What do you know about the split of Canberra Health Services from ACT Health? What difference does it make that they're separate? How relevant is that to you, users of the system or employees anyway?
- Now, Canberra Health Services' vision is "Creating exceptional health care together": what comes to mind when you hear that? How close is the organisation to delivering to that vision?
- I have here a list of Canberra Health Services' values. For each, let's discuss what that means to you, how important it is to you and how well you believe the organisation is living these values now...
 - *Reliable: we always do what we say*
 - *Progressive: we embrace innovation*
 - *Respectful: we value everyone*
 - *Kind: we make everyone feel welcome and safe*
- Can you think of other values that would be really important to you? [NOTE: the idea is not to come up with new values but trigger further conversations about what they see is an ideal health service brand]
- Do you recruit team members? Based on the experience in your area, what are some of the real or perceived challenges when attracting talent?

In the drivers' seat (5 min)

Objective: identify what they believe the brand has capacity to change.

Just to finish off, I want to get a sense of what you think are the priorities for the CHS brand going forward. If the new brand could do just two or three things, what would they be?

Close (5 min)

Objective: ensure the moderator has captured the full breadth and depth of people's perspectives.

Let me summarise everything we've discussed... Any other comments...?

From: Williams, Gareth (Health)
Sent: Monday, 20 February 2023 3:30 PM
To: Peffer, Dave (Health); CEOHealth
Cc: Jean, David (Health); Foote, Claire (Health); Khng, Josie (Health)
Subject: RE: Talking points on brand project

OFFICIAL

Hi Dave,

Please see below TPs about the brand project for your ABC Radio interview at 5:15pm.

General

- This project is about strengthening the Canberra Health Services brand – improving the way our consumers and carers navigate and experience our services, increasing staff engagement and pride and giving us a point of difference in a highly competitive recruitment market.
- We have thousands of interactions with the community every day across our many services at Canberra Hospital, University of Canberra Hospital and our many community-based services, such as our network of Walk-in Centres.
- We have heard from consumers some of the difficulties they have with navigating around the Canberra hospital campus, understanding our services and where to get more information.
- Across the hospital campuses and many community settings you will notice a variety of differently badged signs and uniforms of many different styles and colours. Uniforms offer a valuable means of identifying staff as being part of an organisation, which is lost when they are so disparate.
- Consumers have told us very clearly that this is impacting on how they navigate and understand our services.
- We commissioned an audit in 2021 to identify the issues and a roadmap to fixing them.
- This included extensive feedback from team members and consumers.
- We are now taking action to listen to our consumers and staff.

Consumer benefits

- The ACT Government is making record investments in health infrastructure and a masterplan that provides a blueprint for how the Canberra Hospital campus will transform over the next 20 years.
- This project will help with better and consistent signage and wayfinding to help people navigate around CHS facilities. A consistent approach to branding across all of our facilities and services will help consumers to find the services they need and navigate a more seamless care experience.
- There are some other very clear and positive deliverables for our consumers as part of this project:
 - a consistent uniform approach for staff to help make team members more easily identifiable to patients and carers.

- a consistent communication (visual identity and language) to reflect the needs of all our patients and carers from different background and circumstances. It will help boost consumer health literacy through accessible and inclusive materials like in-patient guides and posters.
- support in the integration of Aboriginal and Torres Strait Islander artwork in our communication to make the hospital environment a more welcoming places for Aboriginal and Torres Strait Islander Peoples.

Staff benefits

- This project will also have great benefit for our team members, both current and future:
 - To attract the best healthcare professionals, it's important that CHS has a strong brand identity to position ourselves as an employer of choice. We are competing interstate and internationally in a saturated health care professional recruitment environment for high-calibre staff. Our brand project will deliver an employee service offer to highlight the benefits of working for CHS, recruitment materials and campaigns to support in recruiting and retaining the best healthcare talent. This is consistent with the approach taken by large healthcare services in other jurisdictions.
 - Research shows that a consistent approach to CHS uniforms, in addition to the consumer benefits, will also contribute to positive workplace culture and foster a sense of pride.
 - CHS team members are participating in the brand project. Their involvement gives them ownership on the identity of the organisation, ensures it is people-centric and reinforces CHS as a positive, inclusive and accessible place to work.

Why we chose a company from Melbourne

- A number of agencies both in Canberra and interstate were invited to participate in the procurement process for this contract.
- The appointed supplier demonstrated stand-out skills, experience and capabilities, significantly outperforming the other respondents across the project criteria.
- Studio Binocular have a strong experience in service in Government and commitment to community impact work. They've worked with state governments such as City of Melbourne and Adelaide on large scale wayfinding and branding projects and have significant experience working in health care-related projects.
- While Studio Binocular is the lead agency, they have taken a consortium approach. Their market research partner, Bastion Insights, is based **in Canberra**.
- The process to appoint the supplier was conducted strictly in line with procurement guidelines.

Who we are talking to

- It is important that stakeholders stay informed about this work and have opportunities to provide feedback. Our internal and external stakeholder engagement is underway. We aim to regularly brief them on project progress and seek their views to shape this project.
- Current feedback has demonstrated support from stakeholders for the direction we are going, how it will benefit consumers, team members and the organisation as a whole.

Our vision, role and values

- Canberra Health Services is a relatively young organisation.
- We have done significant work establishing our visions, role and values.
- This work was a collaborative effort across all of Team CHS and involving consumers.
- One of the ambitions of the brand project is to embed our vision, role and values into our brand – both visually and verbally.
- Our vision: Creating exceptional health care together

- Our role: To be a health service that is trusted by our community

- Our values:
 - We are reliable – we always do what we say
 - We are progressive – we embrace innovation
 - We are respectful – we value everyone
 - We are kind – we make everyone feel welcome and safe

Kind Regards

Gareth Williams | Director, Media

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RELIABLE | PROGRESSIVE | RESPECTFUL | KIND



I acknowledge the Aboriginal and Torres Strait Islander peoples as the traditional custodians of the lands and waters of Australia, and the Ngunnawal and Ngambri people as the traditional custodians of the land in the ACT and surrounding NSW. I value the continuing contribution of their culture to this region and pay my respects to Elders past, present and emerging.