**PROFORMA NOTICES**

**[FOR USE WITH DEFENCE INFRASTRUCTURE PANEL - ENVIRONMENT, HERITAGE AND ESTATE ENGINEERING 2020-2027 - SECTION 4A TERMS OF ENGAGEMENT ONLY]**

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To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

NOTICE OF MATTERS IMPACTING ON THE SERVICES OR THE PROJECT
Clause 2.5

In accordance with clause 2.5 of the Terms of Engagement, the Consultant gives the Commonwealth's Representative notice that the following matter:

*[Insert details of particular matter]*

*[Option 1]* *[is likely to change/has changed]* the scope, timing or cost of the Services or the Project;

*[AND/OR]*

*[Option 2]* *[affects/may affect]* the Commonwealth's Program or the Consultant's approved program under clause 7.2 of the Terms of Engagement;

*[AND/OR]*

*[Option 3]* involves an error, omission or defect in a continuing or completed aspect of the Project or the Services;

as follows:

*[Consultant must provide:*

* + 1. *particulars of the change, error, omission or defect; and*
		2. *its likely impact.]*

In order to minimise the impact of this matter upon the scope, timing and cost of the Services and the Project, the Consultant recommends the following:

*[Insert Consultant's recommendation(s)]*

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***Delete the Options which are inapplicable and complete additional details where required.]***

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

CONFLICT OF INTEREST
Clause 2.8(d)(i)

In accordance with clause 2.8(d)(i) of the Terms of Engagement, the Consultant notifies the Commonwealth's Representative that a *[conflict of interest/risk of a conflict of interest]* has arisen as follows:

*[Insert details of conflict of interest/risk of conflict of interest including particular matter and parties involved/potentially involved]*

The Consultant *[has taken/will take]* the following steps to prevent, end, avoid, mitigate, resolve or otherwise manage the *[conflict of interest/potential conflict of interest]*:

*[Insert details of the steps the Consultant has taken or will take]*

*[Signature]*

Consultant

*[Insert date]*

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

REQUEST TO SUBCONTRACT
Clause 2.9(a)(i)

In accordance with clause 2.9(a)(i) of the Terms of Engagement, the Consultant requests the Commonwealth's Representative's approval to subcontract the following parts of the Services to the following subconsultant:

**Proposed subconsultant**:

*[Insert details including evidence that the subconsultant is registered or licensed to carry out the Services, where required by law]*

**Services to be subcontracted**:

*[Insert details of Services to be subcontracted]*

The Consultant acknowledges that:

* + 1. it will remain responsible for all subconsultants and for all Services which are or may be subcontracted as if it was itself executing the Services, whether or not any subconsultants default or otherwise fail to observe any of the requirements of the relevant subcontract it will be fully responsible for the Services despite subcontracting these parts of the Services;
		2. it will be vicariously liable to the Commonwealth for all acts, omissions and defaults of its subconsultants (and those of the employees and agents of its subconsultants) relating to, or in any way connected with, the Services; and
		3. it must ensure that each subcontract contains the provisions required under clause 2.9(a)(iv) of the Terms of Engagement, including provisions which bind the subconsultants to participate in any novation required by the Commonwealth under clause 10.5(a) of the Terms of Engagement.

*[Signature]*

Consultant

*[Insert date]*

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

SUBCONTRACT *[APPROVAL/REJECTION]*Clause 2.9(a)

The Commonwealth's Representative refers to the Consultant's request dated *[insert date application received]* to subcontract to the following subconsultant the following parts of the Services:

*[Set out the subconsultant and the parts of the Services which the subconsultant is proposed to carry out.]*

In accordance with clause 2.9(a) of the Terms of Engagement, the Commonwealth's Representative

*[Option 1]* rejects the Consultant's application.

*[OR]*

*[Option 2]* approves the Consultant's application.

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Consultant or the Commonwealth]*

***[Insert Name/Description of Contract]*** (**Contract**)

NOTICE OF CHANGE IN STATUTORY REQUIREMENT
Clause 2.11

In accordance with clause 2.11(c) of the Terms of Engagement, the *[Consultant/Commonwealth]* notifies the *[Commonwealth/Consultant]* of the following

*[Option 1]* change in a Statutory Requirement after the Award Date:

*[OR]*

*[Option 2]* variance between a Statutory Requirement and the Contract:

*[Insert details of change in Statutory Requirement or variance between Statutory Requirement and the Contract].*

*[AND/OR]*

*[Option 3]* In accordance with clause 2.11(d) of the Contract, the Consultant is instructed to proceed with the Services insofar as they are affected by the *[change/variance]* as follows:

*[Commonwealth's Representative to insert details of how the Consultant is to proceed as a result of the change/variance, including any adjustment to the Fee or Milestone Fee Payment Schedule as agreed between the parties or, failing agreement, as determined by the Commonwealth's Representative in accordance with clause 2.11(e) and (f) of the Terms of Engagement].*

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[OR]*

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant and Commonwealth's Representative:***

***Delete the Options which are inapplicable.***

***Option 3 is only to be included by the Commonwealth's Representative once they have determined the course which the Consultant must adopt in respect of the change/variance. The Commonwealth's Representative may include Option 3 in a separate notice to the Consultant.]***

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

NOTICE OF ENVIRONMENTAL MATTER
Clause 2.15(a)(v)

In accordance with clause 2.15(a)(v) of the Terms of Engagement, the Consultant notifies the Commonwealth's Representative of

*[Option 1]* a non-compliance with the requirements of clause 2.15 of the Terms of Engagement, being *[insert details of non-compliance]*.

*[OR]*

*[Option 2]* a breach of a Statutory Requirement for the protection of the Environment, being *[insert details of breach].*

*[OR]*

*[Option 3]* an Environmental Incident, being *[insert details of incident].*

*[OR]*

*[Option 4]* receipt by the Consultant of a *[notice/order/communication]* received from *[insert name of authority]* for the protection of the Environment stating *[insert details of notice/order/communication]*:

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***Delete the Options which are inapplicable.]***

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

CESSATION OF EMPLOYERS' LIABILITY INSURANCE POLICY
Clause 2.18(c)

In accordance with clause 2.18(c) of the Terms of Engagement, the Consultant notifies the Commonwealth's Representative that the Employers' Liability Insurance required under clause 2.18 of the Terms of Engagement has ceased to be available for the amounts of cover and in terms specified in the Contract Particulars on commercially reasonable terms.

*[Insert details including details of any proposed replacement insurance policy or other proposed steps to mitigate any risk to the Commonwealth.]*

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***Consultant must give this notice immediately on the insurance ceasing to be available.]***

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]*** (**Contract**)

REQUEST TO PRODUCE EVIDENCE OF CURRENCY FOR EMPLOYERS' LIABILITY INSURANCE
Clause 2.18(e)

In accordance with clause 2.18(e) of the Terms of Engagement, the Commonwealth's Representative requests that the Consultant provide copies of certificates of currency for the Consultant's Employers' Liability Insurance required under clause 2.18 of the Terms of Engagement to the Commonwealth's Representative. The Consultant is requested to provide this evidence promptly, and in any event within *[insert]* days of this request.

The Commonwealth's Representative also requests that the Consultant makes the Consultant's Employers' Liability Insurance policies available for inspection by the Commonwealth's Representative within *[insert]* daysof receipt of this notice.

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***The Commonwealth's Representative may request the Consultant to provide certificates of currency for Employers' Liability Insurance and to allow the Commonwealth's Representative to inspect the Employers' Liability Insurance policy wording at any time.***

***Employers' Liability Insurance is only required if the Services are performed or the Consultant's employees perform work, are employed or normally reside in Western Australia or any jurisdiction outside Australia.]***

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

REQUEST FOR ADDITIONAL INFORMATION
Clause 3.2(c)

In accordance with clause 3.2(c) of the Terms of Engagement, the Consultant notifies the Commonwealth's Representative that the following additional *[information/documents/particulars]* are required by the Consultant for the following reasons:

*[Specify information/documents and/or particulars required and reasons why they are required to enable the Consultant to carry out the Services]*

*[Signature]*

Consultant

*[Insert date]*

***[Instruction to Commonwealth's Representative:***

***If the Commonwealth's Representative believes that the additional information, documents or particulars are needed by the Consultant, then the Commonwealth must use its best endeavours to arrange for the provision of the additional information, documents or particulars.]***

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

REQUEST FOR ALTERNATIVE COURSE OF ACTION
Clause 3.4

In accordance with clause 3.4 of the Terms of Engagement, in relation to *[Consultant to specify matter to which proposed consideration of alternative course of action relates]*, the Consultant requests the Commonwealth to consider the selection of the following alternative courses of action:

*[Consultant to insert details of proposed alternative courses of action]*

The information required to enable the decision to be made is as follows:

*[Consultant to insert description/refer to attachments to this notice as required.]*

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***If the Consultant wishes to make this request, all information required to enable a decision to be made by the Commonwealth's Representative must be provided by the Consultant or otherwise be available.***

***Commonwealth's Representative must give a decision in such reasonable time as not to delay or disrupt the carrying out of the Services, provided that all information required to enable a decision to be made is provided or is otherwise available.]***

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

RESPONSE TO REQUEST FOR ALTERNATIVE COURSE OF ACTION
Clause 3.4

The Commonwealth refers to the Consultant's request for the Commonwealth to consider an alternative course of action dated *[insert date]* in respect of *[insert description]*:

In accordance with clause 3.4 of the Contract, the Commonwealth has made the following decision on the required course of action:

*[Insert details of Commonwealth's decision]*

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***If the Consultant has not provided sufficient information or the information is not available, then this should be sought. If the Commonwealth's Representative suspects that the decision could vary the scope of work and result in a Variation, the Commonwealth's Representative should carefully consider this, and, if relevant, confirm this with the Consultant before issuing any direction.]***

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

REPLACEMENT OF COMMONWEALTH'S REPRESENTATIVE
Clause 4.2

In accordance with clause 4.2 of the Terms of Engagement, the Commonwealth gives notice that the appointment of the Commonwealth's Representative under the Contract has been terminated.

The Commonwealth appoints *[insert name of replacement Commonwealth's Representative]* as the new Commonwealth's Representative.

*[Signature of authorised officer]*

For and on behalf of the Commonwealth

*[Insert date]*

***[Instructions to all parties:***

***Any substitute Commonwealth's Representative will be bound by anything done by the former Commonwealth's Representative to the same extent that the former Commonwealth's Representative would have been bound.]***

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

APPOINTMENT OF ASSISTANT COMMONWEALTH'S REPRESENTATIVE
Clause 4.4(a)(i)

In accordance with clause 4.4(a)(i) of the Terms of Engagement, the Commonwealth's Representative appoints *[insert name of assistant Commonwealth's Representative]* to exercise the following functions of the Commonwealth's Representative under the Contract:

*[Set out relevant functions and clauses of Contract or insert "*all functions.*"]*

*[Signature]*

Commonwealth's Representative

*[Insert date]*

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

REVOCATION OF APPOINTMENT OF ASSISTANT COMMONWEALTH'S REPRESENTATIVE
Clause 4.4(a)(iii)

In accordance with clause 4.4(a)(iii) of the Terms of Engagement, the Commonwealth's Representative notifies the Consultant that the appointment of the assistant Commonwealth's Representative identified below has been revoked.

**Assistant Commonwealth's Representative**

*[Commonwealth's Representative to insert details including date of appointment under clause 4.4(a)(i), name of assistant Commonwealth's Representative and functions which the assistant Commonwealth's Representative was appointed to exercise]*

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to the Commonwealth's Representative:***

***Commonwealth's Representative may revoke any appointment made under clause 4.4(a)(i).]***

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

APPLICATION FOR REPLACEMENT OF KEY PERSON
Clause 4.5(b)

In accordance with clause 4.5(b) of the Terms of Engagement, the Consultant requests the Commonwealth's approval to replace the following key person:

**Position:**

*[Consultant to identify position that key person is to fill]*

**Current key person:**

*[Consultant to insert details]*

**Replacement person:**

*[Consultant to identify]*

**Reasons:**

*[Consultant to insert]*

*[Signature]*

Consultant

*[Insert date]*

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

RESPONSE TO REQUEST TO REPLACE KEY PERSON
Clause 4.5(b)

The Commonwealth's Representative refers to the Consultant's request under clause 4.5(b) of the Terms of Engagement dated *[insert date of notice]* to replace the following key person:

*[Insert details of key person to be replaced.]*

*[Option 1]* The Commonwealth's Representative approves the replacement and instructs the Consultant, under clause 4.5(b), to replace the relevant person in accordance with its request.

*[OR]*

*[Option 2]* The Commonwealth's Representative does not approve the replacement. If the Consultant nevertheless intends to proceed to replace the key person, please provide details of an alternative replacement person for the written approval or rejection (as the case may be) of the Commonwealth's Representative.

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to the Commonwealth's Representative:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]*** (**Contract**)

REMOVAL OF PERSON
Clause 4.6

In accordance with clause 4.6 of the Terms of Engagement, the Commonwealth's Representative instructs the Consultant to remove *[insert name of person]* from the performance of the Services.

The removal of *[insert name of person]* is instructed because the person is, in the Commonwealth's Representative's reasonable opinion

*[Option 1]* guilty of misconduct.

*[AND/OR]*

*[Option 2]* incompetent.

*[AND/OR]*

*[Option 3]* negligent.

The Consultant must ensure that *[insert name of person]* is not again employed in the performance of the Services.

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***Delete the Options which are inapplicable. The Commonwealth's Representative is not required to provide any further details.]***

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

REJECTION OF CONSULTANT MATERIAL
Clause 5.2(b)

The Commonwealth's Representative refers to the following Consultant Material submitted by the Consultant on *[insert date]*:

*[Describe Consultant Material.]*

In accordance with clause 5.2(b) of the Terms of Engagement, this Consultant Material is:

*[Option 1]* rejected.

*[OR]*

*[Option 2]* rejected as to the following aspects:

*[Commonwealth's Representative to specify which aspects rejected.]*

The Consultant must re-submit the Consultant Material by *[insert date].*

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***Delete the Option which is inapplicable and insert additional details as required.]***

To: *[Insert name and ABN of Consultant or name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

NOTICE OF AMBIGUITY
Clause 5.10(c)

The *[Commonwealth's Representative/Consultant]* has discovered an ambiguity, discrepancy or inconsistency in the documents

*[Option 1]* which make up the Contract Documents

*[OR]*

*[Option 2]* between the Contract and the Project Documents

as follows:

*[Insert details of ambiguity, discrepancy or inconsistency.]*

*[AND/OR]*

*[Option 3]* In accordance with clause 5.10(d) of the Terms of Engagement, the ambiguity, discrepancy or inconsistency is resolved as follows:

*[Commonwealth's Representative to insert course of action to resolve ambiguity, discrepancy or inconsistency.]*

*[Signature]*

*[Commonwealth's Representative/Consultant]*

*[Insert date]*

***[Instructions to Consultant and Commonwealth's Representative:***

***Delete the Options which are inapplicable. Option 3 is only to be included by the Commonwealth's Representative once they have determined how the ambiguity, discrepancy or inconsistency is to be resolved. The Commonwealth's Representative may set out Option 3 in a separate notice which must be provided to the Consultant within 14 days of the initial notice to/receiving a notice from the Consultant under clause 5.10(c).]***

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

RESOLUTION OF AMBIGUITY
Clause 5.10(d)

The Commonwealth's Representative refers to the *[Consultant's/Commonwealth's Representative's]* notice given pursuant to clause 5.10(c) of the Terms of Engagement submitted on *[insert date]* in relation to:

*[Insert details of the discrepancy or inconsistency in the Contract Documents/between the Contract and the Project Documents described in the Consultant's/Commonwealth's Representative's notice]*.

In accordance with clause 5.10(d) of the Terms of Engagement, the ambiguity, discrepancy or inconsistency is resolved as follows:

*[Insert course of action to resolve ambiguity, discrepancy or inconsistency.]*

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***The Commonwealth's Representative must instruct the Consultant as to the course it must adopt to resolve the ambiguity, discrepancy or inconsistency within 14 days of giving a notice to/receiving a notice from the Consultant under clause 5.10(c).]***

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

REQUEST FOR ADDITIONAL INFORMATION FOR FINALISATION OF PROJECT CONTRACTOR DOCUMENTATION
Clause 5.12(f)

In accordance with clause 5.12(f) of the Terms of Engagement, the Consultant notifies the Commonwealth's Representative that *[information/guidance/a direction]* is required from the Commonwealth to enable *[the Consultant to finalise its review of/the Project Contractor to finalise]* the Project Contractor Documentation as follows:

*[Provide details of the information, guidance or direction required and the reasons why it is required (including the relevant Project Contractor and/or Project Contract Documentation to which it relates).]*

*[Signature]*

Consultant

*[Insert date]*

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

PROJECT PLANS
Clause 5.14(a)(ii)

In accordance with clause 5.14(a)(ii) of the Terms of Engagement, the Consultant *[submits/resubmits]* the attached *[draft Project Plan(s)/amended draft Project Plan(s)]* for review by the Commonwealth's Representative:

*[Insert details of attached Project Plans].*

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***The Consultant must submit/resubmit draft Project Plans until such plans have been reviewed and not rejected by the Commonwealth's Representative.]***

To: *[Insert name and ABN of the Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

REJECTION OF *[DRAFT/RESUBMITTED]* PROJECT PLANS
Clause 5.14(a)(ii)B

The Commonwealth's Representative refers to the following *[draft/amended draft]* Project Plan(s) submitted by the Consultant on *[insert date]*:

*[Insert description of draft/amended draft Project Plan(s)].*

In accordance with clause 5.14(a)(ii)B of the Terms of Engagement, the *[draft/amended draft]* Project Plan(s) *[is/are]* rejected in the following aspects, and amended draft Project Plan(s) must be submitted by the Consultant:

*[Insert description of the aspects of the Project Plan(s) which are rejected].*

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***Under clause 5.14(a)(ii) of the Terms of Engagement, the Consultant is to finalise each Project Plan so as to ensure that there is no delay or disruption to the Services and in any event in accordance with the requirements of the Contract.]***

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

NON-COMPLYING SERVICES
Clause 6.2

The Commonwealth's Representative *[has* *discovered/believes]* that the following Services have not been performed in accordance with the Contract:

*[Insert description of the non-complying Services].*

In accordance with clause 6.2 of the Terms of Engagement, the Commonwealth's Representative instructs the Consultant as follows:

*[Option 1]* it must re-perform the non-complying Services within the following time period *[insert time for re-performance]* and must take such steps as are reasonably necessary to:

(a) mitigate the effect on the Commonwealth of the failure to carry out the Services in accordance with the Contract; and

(b) put the Commonwealth (as closely as possible) in the position in which it would have been if the Consultant had carried out the Services in accordance with the Contract.

*[OR]*

*[Option 2]* the Commonwealth will not require re-performance of the *[non-complying Services/the following part of the non-complying Services],* despite the non-compliance:

*[Specify part of non-complying Services (if relevant).]*

As a result of the Commonwealth not requiring re-performance, the Commonwealth intends to reduce the amounts payable to the Consultant under the Contract by the amount of *[if this option is to be used, then Commonwealth's Representative to consider any set-off available, after obtaining the appropriate advice.].*

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***Delete the Option which is inapplicable.]***

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

COMPLIANCE WITH CLAUSE 6
Clause 6.5

The Commonwealth's Representative refers to the notice of non-complying services under clause 6.2(a) of the Terms of Engagement dated *[insert date]*.

In accordance with clause 6.5 of the Terms of Engagement, the Commonwealth's Representative requests the Consultant within *[insert time period]* of this notice provide the Commonwealth's Representative with evidence of the Consultant's compliance with paragraphs (a) and (b) of clause 6.5, including:

(a) that the updated quality assurance system specified in the Project DCAP is adequate to prevent a reoccurrence of the relevant non-complying Service or a similar non-compliance; and

(b) setting out the steps taken to avoid a reoccurrence of the relevant non-complying Service or a similar non-compliance.

*[Signature]*

Commonwealth's Representative

*[Insert date]*

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

INSTRUCTION TO SUSPEND
Clause 7.4(a)(i)

In accordance with clause 7.4(a)(i) of the Terms of Engagement, the Consultant is instructed to *[immediately suspend/suspend as of [insert date]]*

*[Option 1]* all of the Services.

*[OR]*

*[Option 2]* the following part(s) of the Services:

*[Set out which part(s) of the Services are to be suspended (if relevant).]*

The Consultant will be notified in accordance with clause 7.4(a)(i) of the Terms of Engagement if it is to recommence the Services described above.

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***Delete the Option which is inapplicable and insert additional details where required. See clause 7.4(b) for implications as to costs for a suspension.]***

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

INSTRUCTION TO RE‑COMMENCE AFTER SUSPENSION
Clause 7.4(a)(i)

The Commonwealth's Representative refers to its notice of suspension dated *[insert date of notice to suspend]*.

In accordance with clause 7.4(a)(i) of the Terms of Engagement, the Consultant is instructed to recommence performance of

*[Option 1]* all of the Services *[with immediate effect/on [insert date]]*.

*[OR]*

*[Option 2]* the following part(s) of the Services:

*[Set out which part(s) of the Services are to be recommenced]*

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***Delete the Option which is inapplicable and insert details as required. See clause 7.4(b) for cost implications of a suspension.]***

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

INSTRUCTION TO ACCELERATE
Clause 7.5(a)

In accordance with clause 7.5(a) of the Terms of Engagement, the Consultant is instructed to use its best endeavours to achieve Completion of the following Milestone by a date earlier than the date for Completion of the Milestone in the approved program (**Accelerated Milestone Date**):

*[Set out details of Milestone.]*

The Accelerated Milestone Date is:

*[Set out Accelerated Milestone Date.]*

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instruction to Commonwealth's Representative:***

***An instruction to accelerate will be most effective if issued after discussions with the Consultant to identify what is actually achievable. Refer to clause 7.5(c) for cost implications of an acceleration instruction.]***

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

VARIATION PRICE REQUEST
Clause 8.1

In accordance with clause 8.1 of the Terms of Engagement, the Commonwealth's Representative notifies the Consultant that the Commonwealth is considering the following Variation:

*[Insert details of proposed Variation.]*

The Consultant must provide the Commonwealth's Representative with a written notice which sets out:

* + 1. the adjustment (if any) to the Fee to carry out the proposed Variation; *[and]*
		2. [the Consultant's proposed methodology for the performance of the proposed Variation; and]
		3. the effect (if any) the proposed Variation will have on the current approved program,

within 14 days of the receipt of this Variation Price Request.

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***Delete paragraph (b) above if the Commonwealth's proposed methodology is not required to be provided.]***

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

REPLY TO VARIATION PRICE REQUEST
Clause 8.1(c)

The Consultant refers to the Commonwealth's Representative's Variation Price Request dated *[insert date of Variation Price Request]*.

The adjustment (if any) to the Fee to carry out the proposed Variation is *[set out adjustment]*.

*[OPTION: The proposed methodology for the performance of the proposed Variation is [insert methodology].]*

The effect (if any) the proposed Variation will have on the current approved program is *[insert details of the effect which the proposed Variation will have on the then current program (including each date for completion of a Milestone)]*.

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to the Consultant:***

***Delete the Option above if the proposed methodology was not requested as part of the Variation Price Request.]***

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

VARIATION ORDER
Clause 8.2

In accordance with clause 8.2 of the Terms of Engagement, the Consultant is instructed to proceed with

*[Option 1]* the Variation specified in the Variation Price Request dated *[insert date of Variation Price Request]*.

*[OR]*

*[Option 2]* the following Variation:

*[Set out description of the Variation.]*

*[AND]*

*[Option 3A]* The proposed adjustment to the Fee as set out in the Consultant's notice dated *[insert date of Consultant's Reply to Variation Price Request]* is agreed and the Fee will be adjusted accordingly*.*

*[OR]*

*[Option 3B]* Any adjustment to the Fee will be determined in accordance with clauses 8.3(b) and 8.3(c) of the Terms of Engagement.

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***Select Option 1 or Option 2 and either Option 3A or Option 3B, delete Options which are inapplicable and insert details as required.]***

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

REQUEST FOR DOCUMENTATION OR INFORMATION
Clause *[9.2(f)(ii)/9A.2(e)(ii)]*

In accordance with clause *[9.2(f)(ii)/9A.2(e)(ii)]* of the Terms of Engagement, the Commonwealth's Representative notifies the Consultant that the following information or documentation is required to be set out or attached to

*[Option 1]* payment claim *[insert reference]*:

*[OR]*

*[Option 2]* all payment claims:

*[Insert details of documentation or information required].*

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***Delete the Option which is inapplicable.]***

 To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

NOTICE OF VARIATION
Clause 12.1(a)

The Consultant refers to the Commonwealth's Representative direction dated *[insert date direction communicated to Consultant]* concerning *[insert details of direction]*.

In accordance with clause 12.1(a) of the Terms of Engagement, the Consultant gives notice that it considers the direction constitutes or involves a Variation for the following reasons:

*[Insert preliminary reasons]*

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***This notice must be issued within 7 days of the Consultant receiving the direction and before the Consultant commences performing the services the subject matter of the direction. The Consultant must continue to carry out the Services in accordance with the Contract and all directions of the Commonwealth's Representative, including any direction in respect of which notice has been given under clause 12.1 of the Contract, as required by clause 12.1(c) of the Contract.]***

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

CLAIM FOR VARIATION
Clause 12.1(b)

The Consultant refers to its notice of Variation dated *[insert date]* concerning the Commonwealth's Representative's direction dated *[insert date of direction]*.

In accordance with clause 12.1(b) of the Terms of Engagement, the Consultant makes the following Claim:

*[The Claim must include the following:*

* + 1. *detailed particulars concerning the direction or other fact, matter or thing upon which the Claim is based;*
		2. *the legal basis for the Claim, whether based on a term of the Contract or otherwise, and if based on a term of the Contract, clearly identifying the specific term;*
		3. *the facts relied upon in support of the Claim in sufficient detail to permit verification; and*
		4. *details of the amount claimed and how it has been calculated.]*

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***This notice must be served within 21 days after giving the earlier notice under clause 12.1(a) of the Contract that the Consultant considers a direction constitutes or involves a Variation. The Consultant must continue to carry out the Services in accordance with the Contract and any direction in respect of which a notice has been given under clause 12.1 of the Contract, as required by clause 12.1(c) of the Contract.]***

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

INITIAL NOTICE OF CLAIM
Clauses 12.2 and 12.3(a)

In accordance with clauses 12.2 and 12.3(a) of the Terms of Engagement, the Consultant gives notice that it proposes to make a Claim against the Commonwealth.

The Claim will be based upon the following:

*[Specify the relevant direction or other fact, matter or thing upon which the Claim will be based.]*

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***This notice must be served within 7 days of the first occurrence of the direction or other fact, matter or thing upon which the Claim is based.***

***This notice must not be used for Claims for:***

***(a) payment under clause 9 or 9A of the Contract of any component of the Fee; or***

***(b) a Variation instructed in accordance with clause 8.2 of the Contract or to which clause 12.1 of the Contract applies.]***

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

NOTICE OF CLAIM
Clauses 12.2 and 12.3(b)

The Consultant refers to its notice dated *[insert date]* giving notice that the Consultant proposes to make a Claim against the Commonwealth based on *[set out relevant direction or other fact, matter or thing]*.

In accordance with clauses 12.2 and 12.3(b) of the Terms of Engagement, the Consultant makes the following Claim:

*[The Claim must include the following:*

* + 1. *detailed particulars concerning the direction or other fact, matter or thing upon which the Claim is based;*
		2. *the legal basis for the Claim, whether based on a term of the Contract or otherwise, and if based on a term of the Contract, clearly identifying the specific term;*
		3. *the facts relied upon in support of the Claim in sufficient detail to permit verification; and*
		4. *details of the amount claimed and how it has been calculated.]*

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***This notice must be served within 21 days of giving the initial written notice under clause 12.3(a) of the Contract.]***

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

NOTICE OF CONTINUING EVENTS
Clause 12.4

The Consultant refers to its Claim dated *[insert date]* based on *[set out relevant direction or other fact, matter or thing]*.

The *[direction/fact/matter/thing]* upon which the Claim is based is continuing.

The consequences of the *[direction/fact/matter/thing]* are continuing.

In accordance with clause 12.4 of the Terms of Engagement, the Consultant provides the following information:

*[The information must include the following:*

* + 1. *particulars concerning the direction or other fact, matter or thing upon which the Claim is based;*
		2. *the legal basis for the Claim, whether based on a term of the Contract or otherwise, and if based on a term of the Contract, clearly identifying the specific term;*
		3. *the facts relied upon in support of the Claim in sufficient detail to permit verification; and*
		4. *details of the amount claimed and how it has been calculated.]*

*[Signature]*

Consultant

*[Insert date]*

***[Instructions to Consultant:***

***The Consultant must issue this notice every 28 days after a written Claim under clause 12.1(b) or 12.3(b) of the Contract (as the case may be) was submitted until after the direction or fact, matter or thing upon which the Claim is based has, or the consequences thereof have, ceased.]***

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

REQUEST FOR INDIGENOUS PARTICIPATION PLAN
Clause 13.1(b)

The Fee for the Contract has exceeded $7.5 million and therefore the Contract has become a High Value Contract for the purposes of the Indigenous Procurement Policy.

In accordance with clause 13.1(b) of the Terms of Engagement, the Consultant is requested to prepare and submit within 14 days of this notice an Indigenous Participation Plan in accordance with the Indigenous Procurement Policy (including any requirement that applies in respect of a Remote Area) to the Commonwealth's Representative for approval.

*[Signature]*

Commonwealth's Representative

*[Insert date]*

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

NOTICE OF CONFIDENTIAL INFORMATION INCIDENT
Clause 14.2(d)(ii)B

In accordance with clause 14.2(d)(ii)B. of the Terms of Engagement, the Consultant gives the Commonwealth's Representative notice that it has become aware of the following *[actual/potential]* Confidential Information Incident:

*[Insert full details of the actual or potential Confidential Information Incident including relevant date(s)]*

*[Signature]*

Consultant

*[Insert date]*

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

REQUEST FOR RETURN, DESTRUCTION AND ERASURE OF CONFIDENTIAL INFORMATION
Clause 14.3(a)(i)

This notice applies to:

*[Option 1]* all Confidential Information under the Contract.

*[Option 2]* the following Confidential Information under the Contract:

 *[Insert details of relevant Confidential Information]*

In accordance with clause 14.3(a)(i) of the Terms of Engagement, the Commonwealth's Representative requests the Consultant by *[insert date]* to:

(a) securely and appropriately return all copies of the Confidential Information (in a tangible form) to the Commonwealth's Representative;

(b) securely and appropriately destroy and erase all copies of the Confidential Information (whether in a tangible or intangible form);

(c) ensure all Recipients of the Confidential Information (or any part of it) promptly, securely and appropriately return, destroy and erase all copies of the Confidential Information (whether in a tangible or intangible form);

(d) provide the Commonwealth's Representative with a statutory declaration (in a form approved by the Commonwealth and from an authorised officer approved by the Commonwealth), confirming that the Confidential Information has been securely and appropriately returned, destroyed or erased by the Consultant and all Recipients; and

(e) notify the Commonwealth's Representative of all relevant Confidential Information (or any part of it) which the Consultant knows or ought to know:

(i) has not been securely and appropriately returned, destroyed or erased by the Consultant and all Recipients; and

(ii) is beyond the Consultant's or a Recipient's possession, power, custody or control,

giving full particulars (including the nature and extent of the Confidential Information, precise location, entity in possession, custody or control and all relevant Confidential Information and information security arrangements).

Where required by law, the Consultant may keep one copy of the Confidential Information for its records.

The return, destruction or erasure of the Confidential Information does not affect the Consultant's obligations under clause 14 of the Terms of Engagement.

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***Delete the Option which is inapplicable.]***

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

CONFIDENTIAL INFORMATION CANNOT BE RETURNED, DESTROYED OR ERASED
Clause 14.3(a)(iv)E

The Consultant refers to the Commonwealth's Representative's notice dated *[insert date]* requesting the return, destruction and erasure of Confidential Information.

The Consultant notifies the Commonwealth's Representative that the following Confidential Information:

(a) has not been securely and appropriately returned, destroyed or erased by the Consultant and all Recipients; and

(b) is beyond the Consultant's or a Recipient's possession, power, custody or control:

*[Insert full particulars including the nature and extent of the Confidential Information, precise location, entity in possession, custody or control and all relevant Confidential Information and information security arrangements.]*

*[Signature]*

Consultant

*[Insert date]*

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

COMPLIANCE WITH CLAUSE 14
Clause 14.4

In accordance with clause 14.4 of the Terms of Engagement, the Commonwealth's Representative requests the Consultant within *[insert time period (note the Terms of Engagement state 24 hours or such other period as notified by the Commonwealth's Representative)]* of this notice to provide the Commonwealth's Representative with:

(a) evidence of the Consultant's and all Recipients' compliance with clause 14 (including any Separation Arrangements and the Confidential Information Requirements), including all arrangements that the Consultant or the Recipients have in place;

(b) a statutory declaration (in a form approved by the Commonwealth and from an authorised officer whose identity and position is approved by the Commonwealth (acting reasonably)) in respect of the Consultant's and all Recipients' compliance with clause 14 of the Terms of Engagement (including any Separation Arrangements and the Confidential Information Requirements); and

(c) provide the Commonwealth's Representative and the Commonwealth with the following access to the Consultant's and all Recipients' premises, records, information technology environments and equipment to enable the Commonwealth's Representative and the Commonwealth to monitor and assess the Consultant's and all Recipients' compliance with clause 14 of the Terms of Engagement (including any Separation Arrangements and Confidential Information Requirements):

*[Insert details of access required].*

*[Signature]*

Commonwealth's Representative

*[Insert date]*

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

REQUEST TO *[COPY/REPRODUCE/DISCLOSE/USE/DEAL WITH]* SENSITIVE AND CLASSIFIED INFORMATION
Clause 15.3(b)

In accordance with clause 15.3(b) of the Terms of Engagement, the Consultant requests the Commonwealth's Representative's approval to *[copy/reproduce/disclose/use/deal with]* the following Sensitive and Classified Information:

*[Provide details of:*

*(a) the relevant Sensitive and Classified Information;*

*(b) particulars of the relevant copying, reproducing, disclosure, use of or dealings with the Sensitive and Classified Information; and*

*(c) details of all proposed Recipients including names, addresses and security clearances.]*

*[Signature]*

Consultant

*[Insert date]*

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

RESPONSE TO REQUEST TO *[COPY/REPRODUCE/DISCLOSE/USE/DEAL WITH]* SENSITIVE AND CLASSIFIED INFORMATION
Clause 15.3(c)

The Commonwealth's Representative has received the Consultant's request in accordance with clause 15.3(b) of the Terms of Engagement dated *[insert date of notice]* to *[copy/reproduce/disclose/use/deal with]* the following Sensitive and Classified Information:

*[Insert details of Sensitive and Classified Information and proposed Recipients]*

*[Option 1]* The Commonwealth's Representative grants permission to the Consultant to *[copy/reproduce/disclose/use/deal with]* the Sensitive and Classified Information as set out in the Consultant's request.

*[OR]*

*[Option 2]* The Commonwealth's Representative grants permission to the Consultant to *[copy/reproduce/disclose/use/deal with]* the Sensitive and Classified Information, subject to the Consultant complying strictly with the following conditions:

 *[Insert details of the relevant conditions]*

*[OR]*

*[Option 3]* The Commonwealth's Representative refuses permission for the Consultant to *[copy/reproduce/disclose/use/deal with]* the Sensitive and Classified Information.

*[If Option 1 or Option 2 applies]* The Consultant must ensure that all Recipients of Sensitive and Classified Information comply with the requirements in clause 15.3(e) of the Terms of Engagement.

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to the Commonwealth's Representative:***

***The Commonwealth's Representative may impose such conditions on the copying, reproduction, disclosure, use or dealing with Sensitive and Classified Information as it sees fit, including conditions requiring the Recipient of Sensitive and Classified Information (or any part of it) to:***

* ***properly apply for, obtain and hold a current security clearance level at or above the level/s specified in the Contract Particulars before the Recipient is issued with the Sensitive and Classified Information (or any part of it) and at all times during the Recipient's access to the Sensitive and Classified Information; or***
* ***to enter into a deed in a form approved by the Commonwealth.***

***Appropriate advice must be sought before the Commonwealth's Representative grants any request to disclose, reproduce, use or deal with any Sensitive and Classified Information.]***

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

NOTICE OF SENSITIVE AND CLASSIFIED INFORMATION INCIDENT
Clause 15.3(f)(ii)B.

In accordance with clause 15.3(f)(ii)B. of the Terms of Engagement, the Consultant gives the Commonwealth's Representative notice that it has become aware of the following *[actual/potential]* Sensitive and Classified Information Incident:

*[Insert details of Sensitive and Classified Information Incident including relevant date(s)]*

*[Signature]*

Consultant

*[Insert date]*

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

REQUEST FOR RETURN, DESTRUCTION AND ERASURE OF SENSITIVE AND CLASSIFIED INFORMATION
Clause 15.4

This notice applies to:

*[Option 1]* all Sensitive and Classified Information under the Contract.

*[Option 2]* the following Sensitive and Classified Information under the Contract:

 *[Insert details of relevant Sensitive and Classified Information].*

In accordance with clause 15.4(a) of the Terms of Engagement, the Commonwealth's Representative requests the Consultant by *[insert date]* to:

(a) securely and appropriately return all copies of the Sensitive and Classified Information (in a tangible form) to the Commonwealth's Representative;

(b) securely and appropriately destroy and erase all copies of the Sensitive and Classified Information (whether in a tangible or intangible form);

(c) ensure all Recipients of the Sensitive and Classified Information (or any part of it) promptly securely and appropriately return, destroy and erase all copies of the Sensitive and Classified Information (whether in a tangible or intangible form);

(d) provide the Commonwealth's Representative with a statutory declaration in a form approved by the Commonwealth and from an authorised officer approved by the Commonwealth (acting reasonably) confirming that the Sensitive and Classified Information (whether in a tangible form or intangible form) has been securely and appropriately returned, destroyed or erased by the Consultant and all Recipients; and

(e) notify the Commonwealth's Representative of all Sensitive and Classified Information (or any part of it) which the Consultant knows or ought to know:

(i) has not been securely and appropriately returned, destroyed or erased by the Consultant and all Recipients; and

(ii) is beyond the Consultant's or a Recipient's possession, power, custody or control,

giving full particulars (including the nature and extent of the Sensitive and Classified Information, precise location, entity in possession, custody or control and all relevant Sensitive and Classified Information security procedures, security processes and information security arrangements).

The return, destruction and erasure of the Sensitive and Classified Information by the Consultant must be in accordance with all Commonwealth Requirements, Statutory Requirements (including the Australian Government Protective Security Policy Framework, the Australian Government Physical Security Management Protocol, the Australian Government Personnel Security Management Protocol, the Australian Government Information Security Manual and the Defence Security Principles Framework).

Where required by law, the Consultant may keep one copy of the Sensitive and Classified Information for its records.

The return, destruction or erasure of the Sensitive and Classified Information does not affect the Consultant's obligations under clause 15 of the Terms of Engagement.

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***Delete the Option which is inapplicable.]***

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

SENSITIVE AND CLASSIFIED INFORMATION CANNOT BE RETURNED, DESTROYED OR ERASED
Clause 15.4(a)(v)

The Consultant refers to the Commonwealth's Representative's notice dated *[insert date]* requesting the return, destruction or erasure of Sensitive and Classified Information.

The Consultant notifies the Commonwealth's Representative that the following Sensitive and Classified Information:

(a) has not been securely and appropriately returned, destroyed or erased by the Consultant and all Recipients; and

(b) is beyond the Consultant's or a Recipient's possession, power, custody or control:

*[Insert full particulars including the nature and extent of the Sensitive and Classified Information, precise location, entity in possession, custody or control and all relevant Sensitive and Classified Information security procedures, security processes and information security arrangements.]*

*[Signature]*

Consultant

*[Insert date]*

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

COMPLIANCE WITH CLAUSE 15
Clause 15.5

In accordance with clause 15.5 of the Terms of Engagement, the Commonwealth's Representative requests the Consultant within *[insert time period (note the Terms of Engagement state 12 hours or such other period as notified by the Commonwealth's Representative)]* of this notice provide the Commonwealth's Representative with:

(a) evidence of the Consultant's and all Recipients' compliance with clause 15 (including any Separation Arrangements and the Confidential Information Requirements), including all arrangements that the Consultant or the Recipients have in place;

(b) a statutory declaration in a form approved by the Commonwealth and from an authorised officer whose identity and position is approved by the Commonwealth (acting reasonably) in respect of the Consultant's and all Recipients' compliance with clause 15 of the Terms of Engagement (including any Separation Arrangements and the Confidential Information Requirements); and

(c) provide the Commonwealth's Representative and the Commonwealth with the following access to the Consultant's and all Recipients' premises, records, information technology environments and equipment to enable the Commonwealth's Representative and the Commonwealth to monitor and assess the Consultant's and all Recipients' compliance with clause 15 of the Terms of Engagement (including any Separation Arrangements and Confidential Information Requirements):

*[insert details of access required].*

*[Signature]*

Commonwealth's Representative

*[Insert date]*

To: *[Insert name of Commonwealth's Representative]*

***[Insert Name/Description of Contract]* (Contract)**

SIGNIFICANT EVENT
Clause 17.2

In accordance with clause 17.2 of the Terms of Engagement, the Consultant notifies the Commonwealth's Representative that it has become aware of the following Significant Event:

*[Insert details of the Significant Event, including:*

1. *whether the Consultant considers that it is a Material Change, Defence Strategic Interest Issue or circumstances otherwise set out in paragraph (c) or (d) of the defined term "Significant Event";*
2. *the date or dates on or during which the Significant Event occurred; and*
3. *whether any of the Consultant's key people or other personnel engaged in connection with the Services were involved]*

The Consultant *[has taken/will take]* the following steps to prevent, end, avoid, mitigate, resolve or otherwise manage the risk of any adverse effect of theSignificant Eventon the interests of the Commonwealth:

*[Insert details of the steps the Consultant has taken or will take to prevent, end, avoid, mitigate, resolve or otherwise manage risk of any adverse effect of the Significant Event on the interests of the Commonwealth].*

*[Signature]*

Consultant

*[Insert date]*

To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]*** (**Contract**)

REQUEST FOR FINANCIAL VIABILITY INFORMATION
Clause 18(d)

*[Option 1]* In accordance with clause 18(d)(i) of the Terms of Engagement, the Commonwealth's Representative requests that the Consultant provide to the Commonwealth's Representative by *[insert date]* a solvency statement in *[the form attached/a form approved by the Commonwealth's Representative (in its absolute discretion)]* with respect to:

 (a) the Consultant, properly completed and duly executed by the Consultant; or

(b) its subconsultant *[insert name and ABN or relevant subconsultant]*, properly and duly executed by the subconsultant.

*[AND/OR]*

*[Option 2]* In accordance with clause 18(d)(ii) of the Terms of Engagement, the Commonwealth's Representative requests that the Consultant:

 (a) make its Financial Representative available; and

 (b) ensures its subconsultant *[insert subconsultant name and ABN]* makes its Financial Representative available,

as set out below, to provide the Commonwealth's Representative and any independent financial adviser engaged by the Commonwealth with financial information and documents (including internal monthly management accounts), answer questions, co-operate with and do everything necessary to assist the Commonwealth, the Commonwealth's Representative and the independent financial adviser engaged by the Commonwealth for the purpose of demonstrating that:

(c) the Consultant has the financial viability necessary to perform the Services, achieve Completion and otherwise meet its obligations under the Contract (including the payment of all subconsultants in accordance with clause 18(b) of the Terms of Engagement); or

(d) its subconsultant *[insert subconsultant name and ABN]* has the financial viability necessary to perform its activities in accordance with its relevant subcontract.

*[Insert details of how and when the Consultant and the subconsultant's Financial Representative are to be made available to the Commonwealth.]*

*[Signature]*

Commonwealth's Representative

*[Insert date]*

***[Instructions to Commonwealth's Representative:***

***Delete the Option which is inapplicable and complete relevant details.]***To: *[Insert name and ABN of Consultant]*

***[Insert Name/Description of Contract]* (Contract)**

COMPLIANCE WITH CLAUSE 19
Clause 19

In accordance with clause 19 of the Terms of Engagement, the Commonwealth requests the Consultant within *[insert time period]* of this notice provide at its cost the Commonwealth's Representative with a statement of the Consultant's compliance with clause 19, including:

(a) its compliance with all State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Services, including mandatory reporting and working with children checks however described; and

(b) its compliance with clause 19(b) of the Terms of Engagement, including, where relevant:

(i) that the Consultant has ensured that any such subcontract entered into by the Consultant for the purposes of fulfilling the Consultant's obligations under the Contract imposes on the subcontractor the same obligations regarding child safety that the Consultant has under the Contract; and

(ii) that each subcontract requires the same obligations (where relevant) to be included by the subcontractor in any secondary subcontracts.

The form of the notice should be as follows:

*[Insert form of the statement of compliance]*

*[Signature]*

Commonwealth's Representative

*[Insert date]*