

Schedule 6 – Order for Service

1. Introduction

- 1.1. This Order is issued in accordance with clause 11.3 of the Head Agreement for the Management Advisory Services (MAS) Panel Standing Offer Notice (SON3751667) between the Service Provider and the Department of Finance.

<u>Order for Services</u>	
<i>Service Provider Information</i>	
Service Provider	Nous Group
Australian Business Number	66 086 210 344
Service Provider Representative	Contact: Andrew Benoy Position: Principal Email: Andrew.Benoy@nousgroup.com
Service Provider Address for Notices	Contact: Andrew Benoy Position: Principal Address: L 23 697 Collins Street, Docklands 3008 Email: Andrew.Benoy@nousgroup.com
<i>Agency Information</i>	
Agency	Office of the Australian Information Commissioner
Australian Business Number	85 249 230 937
<i>Agency Representative</i>	
Agency Representative	Name: Annan Boag Position: Assistant Commissioner, Digital ID & Implementation Email: annan.boag@oaic.gov.au
Agency Address for Notices	Address: GPO Box 5288, SYDNEY, NSW, 2001 Email: procurement@oaic.gov.au . Please copy to annan.boag@oaic.gov.au .
Agency Address for Invoices	Invoices to be submitted to invoiceonly@sdo.gov.au for payment. All invoices must quote the purchase order number. Please copy to annan.boag@oaic.gov.au .
<i>Agency order information</i>	
Purchase Order Number	TBA
Cost Centre	106000

Agency contract manager name	Annan Boag																
Agency File Reference	24/000110																
Order Commencement Date and Term																	
Order Commencement Date	Monday, 3 June 2024																
Order Expiry Date	Friday, 16 August 2024																
Proposed options to extend	Up to three months by agreement.																
Statement of Work																	
Service Area	Corporate Management Advisory Services																
Service Category	Organisational planning and development																
Service Sub-category	Business Strategy and Improvement																
Detailed Statement of Work	Organisational redesign and change management support to the OAIC as specified in the OAIC's request for quotation: RFQ Reference: EXEC03052024 (Attachment A), as modified by the Service Provider's response (Attachment B).																
Milestones	<p>As detailed in the Service Provider's response to the OAIC's request for quotation (see Attachment), with dates amended as follows:</p> <table border="1"> <thead> <tr> <th>Milestone</th><th>Description</th><th>Due Date</th><th>Payment (GST incl)</th></tr> </thead> <tbody> <tr> <td>M1: Delivery of communications plan and organisation structure design principles.</td><td>D1 and D2 accepted by the OAIC</td><td>28 June 2024</td><td>\$122,500</td></tr> <tr> <td>M2: Delivery of new organisation structure proposal.</td><td>D3 accepted by the OAIC</td><td>2 August 2024</td><td>\$122,500</td></tr> <tr> <td>M3: Delivery of change management plan.</td><td>D4 accepted by the OAIC</td><td>9 August 2024</td><td>\$105,000</td></tr> </tbody> </table>	Milestone	Description	Due Date	Payment (GST incl)	M1: Delivery of communications plan and organisation structure design principles.	D1 and D2 accepted by the OAIC	28 June 2024	\$122,500	M2: Delivery of new organisation structure proposal.	D3 accepted by the OAIC	2 August 2024	\$122,500	M3: Delivery of change management plan.	D4 accepted by the OAIC	9 August 2024	\$105,000
Milestone	Description	Due Date	Payment (GST incl)														
M1: Delivery of communications plan and organisation structure design principles.	D1 and D2 accepted by the OAIC	28 June 2024	\$122,500														
M2: Delivery of new organisation structure proposal.	D3 accepted by the OAIC	2 August 2024	\$122,500														
M3: Delivery of change management plan.	D4 accepted by the OAIC	9 August 2024	\$105,000														
Key Personnel	<p>Names:</p> <ul style="list-style-type: none"> • s 22(1)(a)(ii) • Andrew Benoy • s 22(1)(a)(ii) • s 22(1)(a)(ii) • s 22(1)(a)(ii) • s 22(1)(a)(ii) 																

	Security clearance required: Yes - Baseline Can key personnel be substituted: With written approval of the OAIC only
Subcontractors	Not Applicable
Location	Attendance at OAIC's Sydney office by key personnel may be required, though it is expected the majority of meetings, interviews and workshops will be online.
Fees	Total fixed fee for project of \$350,000 inclusive of GST. Payments made according to the Milestone schedule described above ('Milestones').
Payment Terms	20 calendar days for all other invoices
Travel	Per clause 14.3 of the Head Agreement, as modified by the proposal described at p. 17 of Service Provider's response (Attachment B).
Agency Material <i>Agency Material is defined in the clause 1.1.1 of the Head Agreement as any Material provided by an Agency to the Service Provider for the purposes of a Contract, or derived at any time from that Material.</i>	All Material provided by the Agency to the Service Provider for the purposes of the Contract, including: <ul style="list-style-type: none"> any existing policies and documents relating to the Agency's organisational structure and functionality; data and information relating to Agency staffing, structure, resourcing, capabilities, and existing processes; and previous review reports, and other advisory material previously given to the Agency.
Existing Material	Not Applicable
Contract Material	For the purposes of this Contract, the following Material (and draft versions of this Material) is Contract Material: <ul style="list-style-type: none"> Reports and presentations delivered to the Agency; Notes of interviews, workshops and stakeholder consultations; and Any other material generated by the Supplier in order to deliver the contracted services.
Restrictions on use of Contract Material	Not Applicable
Restrictions on use of Service Provider's name, trade name or logo	Not Applicable
Additional requirements	
Confidential Information	Agency Confidential information Agency data, <i>Indefinitely</i> Any Personal Information held by the Agency, <i>Indefinitely</i> Security Classified Information, <i>Indefinitely</i>

Agency Data Storage Requirements	<p>For the purposes of this Contract, any material provided to the Service Provider must be stored in a secure database with access restricted to Key Personnel only.</p> <p>Confidential Information must not be stored offshore. Confidential Information must be returned to the Agency or destroyed at the Completion Date, to the satisfaction of the Agency.</p> <p>The Service Provider must promptly notify the Agency of any actual or suspected unauthorised access to or unauthorised disclosure of Confidential Information, or a loss of Confidential Information ('possible data breach') and take all reasonable steps to support the Agency in any investigation of the possible data breach.</p>
Security	This clause of the Head Agreement has not been varied.
Additional Requirements - security	For the purposes of this Contract, the Service Provider must promptly report any suspicions or allegations of fraud or corruption by OAIC staff or contractors, or against the OAIC, and take all reasonable steps to support the Agency in any investigation of the possible fraud or corruption matter.
Conditions/Restrictions for Personal Information	The Service Provider must act in accordance with the Privacy Act 1988 (Cth), including providing a privacy statement whenever collecting personal information (for example, at the start of workshops and interviews). The Service Provider must comply with any Agency requirements relating to Notifiable Data Breaches.
Additional or alternate Requirements - insurance	<p>This clause of the Head Agreement has not been varied.</p> <p>The Suppliers current insurance information in accordance with the requirements of Clause 18 of the Head Agreement (either requested or provided in RFQ response) can be entered here, to confirm compliance when executing this Schedule 6 Order for Services.</p>
Agency Service Levels	Deliverables must be prepared by the Service Provider to a high standard and quality commensurate with the standard and quality reasonably expected of a professional services firm.
<i>Commonwealth Procurement Connected Policy Requirements</i>	
Shadow Economy Policy	Not Applicable
Indigenous Procurement Policy	Not Applicable
Australian Industry Participation Policy	Not Applicable
<i>Variable Clauses of the Head Agreement</i>	
Internal Working Papers	This clause of the Head Agreement has not been varied.
Intellectual Property	This clause of the Head Agreement has not been varied.
Key Personnel Requirements	Key personnel performing the Services may be required to sign a deed and acknowledgements relating to conflicts of interest, confidentiality, security, moral rights, intellectual property and other relevant matters as required by the Agency.

Return of confidential information	This clause of the Head Agreement has not been varied.
Liability	This clause of the Head Agreement has not been varied.
Service Provider termination right	This clause of the Head Agreement has not been varied.
Termination for convenience costs in relation to Fees for Services calculated on a milestone basis	This clause of the Head Agreement has not been varied.

Signed for and on behalf of
Commonwealth of Australia as
represented by the Office of the Australian
Information Commissioner 85 249 230 937

s 47E(d)

name of authorised officer

Acting Deputy Commissioner

title of authorised officer

s 47E(d)

Signature of authorised officer

Signed for and on behalf of Nous Group

Andrew Benoy

*name of Service Provider's authorised
representative*

Principal

*title of Service Provider's authorised
representative*

s 47F

*Signature of Service Provider's authorised
representative*



NOUS GROUP PTY LTD
PO BOX 13069, MELBOURNE L
MELBOURNE VIC 8010

Purchase Order

Purchase Order No. 4500167798
Vendor No. 850627
Contract No.
Order Enquiries LORRAINE NURNEY
Payment Terms 20 days

Send Invoice to:
invoiceonly@sdo.gov.au

Attention:
Accounts Payable

Important: Invoices must be sent as a PDF by email or as an e-invoice using the PEPPOL online framework. Purchase Order No. **4500167798** must be quoted on your invoice.

Line No	Description	Delivery Date	Qty	Unit Price (GST Inc)	GST	Amount (GST Inc)
10	Strategic Review Official Order 23/00014 *** Item partially delivered ***	30/06/2024	1.00	817,700.00	74,336.36	817,700.00
20	Strategic Review travel exp reimburse *** Item completely delivered ***		1.00	670.57	60.96	670.57
Total Price (including GST if applicable)					\$ 74,397.32	\$ 818,370.57

Office of the Australian Information Commissioner (OAIC) is e-invoicing enabled and can receive invoices via this channel. Please email the Procurement Team at finance@oaic.gov.au to make arrangements.

Special Conditions

A 'correctly rendered invoice' is one that quotes the purchase order number and is sent as a PDF by email to invoiceonly@sdo.gov.au, or as an e-invoice via a certified PEPPOL Access Point. Invoices rendered incorrectly will be returned unpaid to the supplier for correction. Maximum payment terms only apply to correctly rendered invoices where satisfactory delivery of goods or services are acknowledged.

Goods and services purchased under this Purchase order will be required to meet the WHS legislative requirements. In particular, Material Safety Data Sheets (MSDS) must be provided for all hazardous substances being purchased, as required under the WHS legislation.

Schedule 6 – Order for Service

1. Introduction

- 1.1. This Order is issued in accordance with clause 11.3 of the Head Agreement for the Management Advisory Services (MAS) Panel Standing Offer Notice (SON3751667) between the Service Provider and the Department of Finance.

<u>Order for Services</u>	
<i>Service Provider Information</i>	
Service Provider	Nous Group Pty Ltd
Australian Business Number	66 086 210 344
Service Provider Representative	Contact: s 22(1)(a)(ii) Position: Nous Principal - Canberra Email: s 22(1)(a)(ii)@nousgroup.com.au Phone: s 47F
Service Provider Address for Notices	Address: Nous Group Pty Ltd, Level 34, 60 Margaret Street, Sydney NSW 2000 Email: s 47F@nousgroup.com.au
<i>Agency Information</i>	
Agency	Office of the Australian Information Commissioner
Australian Business Number	85 249 230 937
<i>Agency Representative</i>	
Agency Representative	Name: Annan Boag Position: Director Strategic Projects Email: annan.boag@oaic.gov.au Phone: s 47E(d)
Agency Address for Notices	Address: GPO Box 5288 Sydney NSW 2001 Email: annan.boag@oaic.gov.au (Please copy any notices to procurement@oaic.gov.au)
Agency Address for Invoices	Invoices must be submitted to invoiceonly@sdo.gov.au and the purchase order no and cost centre code must be quoted in the invoice. Please send a copy of the invoice to the Agency Representative.
<i>Agency order information</i>	
Purchase Order Number	To be advised by OAIC following signing of purchase order.

Cost Centre	107004 (OTH0024001).
Agency contract manager name	<p>Name: Annan Boag Position: Director Strategic Projects Email: annan.boag@oaic.gov.au Phone: s 47E(d)</p> <p>(Please copy any contract management related correspondence and all invoices to procurement@oaic.gov.au)</p>
Agency File Reference	23/000145
Order Commencement Date and Term	
Order Commencement Date	Friday, 13 October 2023
Order Expiry Date	Friday, 19 April 2024
Proposed options to extend	The Agency may extend the term of the Order for a further period (or periods) of up to six months in total by providing written notice to the Service Provider 10 Business Days prior to the Order Expiry Date. An extension of the Order term will not entitle the Service Provider to an increase in Total Contract Fees unless such increase is specifically agreed in writing by the parties.
Statement of Work	
Service Area	Corporate Management Advisory Services; and Commercial Management Advisory Services
Service Category	<ul style="list-style-type: none"> • Corporate Service Areas – Organisational Planning and Development • Corporate Service Areas – Corporate Governance, and • Commercial Service Areas – Government Policy
Service Sub-category	Not applicable
Detailed Statement of Work	See Attachment A – Statement of Requirements.
Deliverables	See Attachment A – Statement of Requirements.
Milestones	<p>The Services and Deliverables to be provided under this Contract by the Service Providers are split into the following six (6) Milestones:</p> <ul style="list-style-type: none"> • M1 – Acceptance of the Strategic Review methodology and plan under Phase A; • M2 – Completion of Phase A; • M3 – Presentation of preliminary findings and recommendations to the Agency; • M4 – Acceptance of the Interim Strategic Review Report by the Agency; • M5 – Acceptance of the Final Strategic Review Report and Implementation Plan by the Agency; and

	<ul style="list-style-type: none"> • M6 – Completion of Phase D – Implementation Support.
Key Personnel	<p>The Service Provider must only use the following Key Personnel to provide the Services:</p> <ul style="list-style-type: none"> • s 22(1)(a)(ii) – Client Director • Andrew Benoy – Project Director • s 22(1)(a)(ii) – Project Manager • s 22(1)(a)(ii) – Project Consultant • s 22(1)(a)(ii) – Project Consultant • s 22(1)(a)(ii) – Project Consultant • s 22(1)(a)(ii) – Expert Advisor • s 22(1)(a)(ii) – Expert Advisor • s 22(1)(a)(ii) – Expert Advisor, and • s 22(1)(a)(ii) Project Assistant
Subcontractors	Nil
Location	All Key Personnel must located be in Australia.
Fees	<p>Fees will be paid on a Milestone basis as per the Milestone Payment details in Table 1 – Milestone Fees in Attachment C - Pricing.</p> <p>The Total Contract Fees are \$780,000 (GST inclusive).</p>
Payment Terms	<p>(a) five calendar days where the Agency and the Service Provider both have the capability to deliver and receive e Invoices through the Pan-European Public Procurement On-Line Framework and have agreed to use this method of invoicing; or</p> <p>(b) 20 calendar days for all other invoices.</p>
Invoicing	Invoicing requirements are stated in Attachment C – Pricing .
Travel	Any travel costs incurred by the Service Provider and invoiced to the Agency in under this Order must not exceed \$11,000 (GST inclusive) . Any travel in excess of this amount will be funded by the Service Provider.
Agency Material <i>Agency Material is defined in the clause 1.1.1 of the Head Agreement as any Material provided by an Agency to the Service Provider for the purposes of a Contract, or derived at any time from that Material.</i>	<p>All Material provided by the Agency to the Service Provider for the purposes of the Contract, including:</p> <ul style="list-style-type: none"> • any existing policies and documents relating to the Agency's organisational structure and functionality; • data and information relating to Agency staffing, structure, resourcing, capabilities, and existing processes; and • previous review reports, and other advisory material previously given to the Agency. <p>For the purposes of this Contract, Agency Material includes this Order and its attachments.</p> <p>When handling Agency Material, the Service Provider must comply with any reasonable directions given by the Agency relating to confidentiality, security or privilege that apply to the Agency Material.</p>

Existing Material	Not applicable												
Contract Material	<p>The following Material (and draft versions of this Material) generated by the Services Provider is Contract Material:</p> <ul style="list-style-type: none"> • Strategic Review Report (interim and final); • Interview Reports; • Discovery Phase Reports (initial and supplementary); • Progress reports; • Notes of interviews, workshops and stakeholder consultations; and • Any other material generated by the Service Provider in order to deliver the contracted services. 												
Restrictions on use of Contract Material	<p>The Service Provider acknowledges that the Contract Material will contain Confidential Information of the Commonwealth or other parties and Personal Information of individuals. Contract Material must not be used or disclosed by the Service Provider in a way that would breach any obligation of Confidentiality or Privacy arising under this Order or otherwise.</p> <p>To the extent that the Contract Material includes any of the Service Provider's Existing Material, the Licence to use that Contract Material will not be transferrable or sublicensable.</p>												
Restrictions on use of Service Provider's name, trade name or logo	Not applicable.												
Additional requirements													
Confidential Information	<table border="1"> <thead> <tr> <th>Agency Confidential information</th><th>Period of Confidentiality</th></tr> </thead> <tbody> <tr> <td>Agency data and Agency Material</td><td>Indefinitely</td></tr> <tr> <td>Any Personal Information held by the Agency</td><td>Indefinitely</td></tr> <tr> <td>Security Classified Information</td><td>Indefinitely</td></tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Service Provider Confidential information</th><th>Period of Confidentiality</th></tr> </thead> <tbody> <tr> <td>Nil</td><td>Not applicable</td></tr> </tbody> </table>	Agency Confidential information	Period of Confidentiality	Agency data and Agency Material	Indefinitely	Any Personal Information held by the Agency	Indefinitely	Security Classified Information	Indefinitely	Service Provider Confidential information	Period of Confidentiality	Nil	Not applicable
Agency Confidential information	Period of Confidentiality												
Agency data and Agency Material	Indefinitely												
Any Personal Information held by the Agency	Indefinitely												
Security Classified Information	Indefinitely												
Service Provider Confidential information	Period of Confidentiality												
Nil	Not applicable												
Agency Data Storage Requirements	Agency Material provided by the Agency to the Service Provider must be stored in a secure database with access restricted to Key Personnel only.												

	<p>Confidential Information must not be stored offshore.</p> <p>The Service Provider must treat this Order as Confidential Information and also ensure it is stored in a secure database.</p>
Security	The Service Provider must promptly notify the Agency of any actual or suspected unauthorised access to or unauthorised disclosure of Confidential Information, or a loss of Confidential Information ('possible data breach'), and take all reasonable steps to support the Agency in any investigation of the possible data breach.
Additional Requirements - security	Key Personnel must be willing to obtain and maintain a BASELINE security clearance issued by the Australian Government Security Vetting Agency, if required by the Agency. Agency will sponsor Key Personnel to obtain a security clearance if necessary.
Conditions/Restrictions for Personal Information	The Service Provider and its Key Personnel must act in accordance with the <i>Privacy Act 1988</i> (Cth), including providing a privacy statement whenever collecting personal information (for example, at the start of workshops and interviews). The Service Provider must comply with any Agency requirements relating to Notifiable Data Breaches.
Additional or alternate Requirements - insurance	In accordance with Clause 18 of the MAS Panel Head Agreement.
Agency Service Levels	<p>The following critical Deliverables must be met by the timeframes:</p> <ul style="list-style-type: none"> - B.10 – Delivery of Interim Strategic Review Report by 15 January 2024; and - C.3 – Delivery of Final Strategic Review Report by 5 February 2024.
<i>Commonwealth Procurement Connected Policy Requirements</i>	
Black Economy Policy	Not applicable
Indigenous Procurement Policy	Not applicable
Australian Industry Participation Policy	Not applicable
<i>Variable Clauses of the Head Agreement</i>	
Internal Working Papers	The Default position applies
Intellectual Property	Clause 20.2 applies
Key Personnel Requirements	Personnel performing the Services may be required to sign a Deed and acknowledgements relating to confidentiality, security, moral rights, intellectual property and other relevant matters as required by the Agency.
Return of Confidential Information	As per clause 22.6.2 and 22.6.3 of the Head Agreement, Confidential Information must be returned to the Agency or destroyed at the Completion Date, to the satisfaction of the Agency.

Liability	The lesser of 3 x Fees for this Order or \$5,000,000.
Service Provider termination right	As set out in clause 26.2.3 of the Head Agreement.
Termination for convenience costs in relation to Fees for Services calculated on a milestone basis	The Default position applies

Signed for and on behalf of
Commonwealth of Australia as
represented by the Office of the Australian
Information Commissioner 85 249 230 937

s 47E(d)

name of authorised officer

Deputy Commissioner

title of authorised officer

s 47E(d)

Signature of authorised officer

15 October 2023

Signed for and on behalf of Nous Group
Pty Ltd 66 086 210 344

ANDREW BENoy

name of Service Provider's authorised representative

PRINCIPAL

title of Service Provider's authorised representative

s 47F

Signature of Service Provider's authorised representative

Attachment A: Statement of Requirements

1. Purpose

This Document (**Attachment A**) sets out the Statement of Requirements, Services and Deliverables for this Contract.

2. Background – the Agency and Project

The Office of the Australian Information Commissioner (OAIC) is Australia's national privacy and information access regulator. Established in 2010 under the *Australian Information Commissioner Act 2010*, the Agency is an independent statutory agency, within the Attorney-General's portfolio, that regulates the Commonwealth *Privacy Act 1988* and *Freedom of Information Act 1982*. The Agency has a range of functions under other legislation, such as the *Competition and Consumer Act 2010* (in relation to the Consumer Data Right), the *My Health Records Act 2012* and the Privacy (Credit Reporting) Code 2014. The Agency regulates both Commonwealth government entities and officials (in relation to both freedom of information and privacy) and the private sector (in relation to privacy).

The Government has provided funding for the Agency to undertake a Strategic Review of its structure, functions, governance, capability and regulatory posture to ensure it is well positioned to deliver on its functions as the national privacy and information access regulator. The outcome of the Strategic Review will be an assessment of the current structures, functions, governance, capability and regulatory posture and advice to the Information Commissioner and Secretary to the Attorney-General's Department about potential changes to strengthen Agency's capacity, capability and influence into the future, for the benefit of the Australian community.

The privacy landscape has changed significantly since the introduction of the Privacy Act over 30 years ago. In the intervening decades, most aspects of the daily lives of Australians have been transformed by innovations in technology and service delivery. This has resulted in a dramatic increase in the amount of data and personal information collected, used and shared, both in Australia and globally. Alongside this significant shift in data handling practices has come an increase in community expectations that their personal information will be protected.

In this context, the Agency has welcomed and made significant submissions to the Attorney-General's Department's review of the Privacy Act and will engage with the Government's response to the Privacy Act Review.

Since its establishment in 2010, the Agency has been responsible for the oversight of the operation of the FOI Act and the review of decisions made by Commonwealth agencies and Ministers under the FOI Act. The number of FOI requests made to Commonwealth agencies and ministers has been relatively stable in recent years (2022-23: 34,225 requests; 2021-22: 34,236 requests; 2020-21: 34,797 requests). However, the number of Information Commissioner (IC) review applications has increased in recent years, except for the most recent year which saw a slight decrease (2018-19: 928 applications; 2019-20: 1,067 applications; 2020-21: 1,255 applications; 2021-22: 1,955 applications; 2022-23: 1,647 applications). The number of IC reviews on hand for more than 12 months has also been increasing since 2015-16.

The Agency has also been through a significant period of change, both in terms of its regulatory posture and corporate support and enabling of key regulatory functions. The Agency is currently conducting investigations into significant recent data breaches experienced in Australia, utilising some skills and powers for the first time. The Agency has commenced civil penalty litigation in the Federal Court for the first time, and developed and embedded internal governance mechanisms and external

consultation and cooperation forums to ensure that we focus on key regulatory risks, cognisant of the work and jurisdiction of other regulators.

At the same time the office transitioned to new shared service providers for the delivery of human resource, finance and ICT services, increasing its capability and accountability in relation to those functions, but also necessarily bringing staff through a period of significant change.

The Agency's legislation provides for a 3-Commissioner model comprising the Australian Information Commissioner, as the Agency's Accountable Authority, and a Privacy Commissioner and FOI Commissioner. In 2023-24, the Government announced the appointment of standalone Freedom of Information and Privacy Commissioners, increasing the permanent number of statutory information officers from 1 to 3. Operating with one statutory officer appointed into the roles of both Australian Information Commissioner and Privacy Commissioner and exercising the functions of the Freedom of Information Commissioner for several years has resulted in the development of structures, processes and governance calibrated to that model. Shifting to the 3-Commissioner model will necessitate a review of those structures, processes and governance, to support the Agency to effectively deliver its functions and ensure the appropriate support to, and independence of, those statutory office holders without impacting the Agency's ability to operate cohesively to discharge its regulatory role.

The Agency's census results reflect its staff's commitment to the vision and goals of the Agency. The Agency has done considerable work in increasing its recruitment and retention outcomes through the early transition to a permanently hybrid working model and providing other staff support, in circumstances where the Agency competes in a highly competitive labour market.

The May 2023 Budget provided the Agency with \$53.5 million funding injection over four years including an increase of \$8.4m per annum to its ongoing funding base, bringing its total funding in 2023-24 to approximately \$23.5m per annum ongoing. In addition, the Agency has been provided with non-ongoing supplementary funding in 2023-24 and 2024-25 to deliver short term functions, including terminating measures relating to regulation of the My Health Record, Consumer Data Right and Digital Identity and privacy, as well as funding for major investigations into significant data breaches. In 2023-24 \$1.234M additional funding has been provided from liquidity reserves to assist with the resolution of the IC review aged caseload.

3. Terms of reference

The Australian Information Commissioner and the Secretary to the Attorney-General's Department have approved Terms of Reference (**Attachment B**) for the Strategic Review, which defines the objective and key issues that the Strategic Review must examine and report on. The Commissioner and Secretary are supported by a Strategic Review Steering Group (**SRS**) comprising senior officials from the Agency, the Attorney-General's Department, and the Department of Finance.

All activities undertaken by the Service Provider must deliver a Strategic Review that complies with the Terms of Reference at **Attachment B**.

4. Requirement

The Service Provider must deliver a Strategic Review of the Agency and make recommendations about how the Agency can ensure it is best positioned to deliver on its functions as the national privacy and information access regulator and respond to future challenges. The recommendations must address:

- the extent to which the Agency's
 - organisational capability,

- structure,
- governance and
- resourcing

are suitable to achieve the Agency's purpose and future functionality, or require amendment;

- how resource allocation can be optimised to maximise efficiency and support the Agency's statutory functions;
- how the Agency can best respond to the likely continuing growth to the volume and complexity of its core statutory workload;
- how to ensure the effectiveness of the Agency as a regulator in responding to changing technology, the growth of the digital economy and increasing cybercrime; and
- the role of the Agency in providing advice and reports to government about privacy, information access and information management.

The Service Provider must apply the highest professional and ethical standards to all their engagements.

The Service Provider will proactively assess any actual, potential or perceived conflicts of interest, and notify the Agency immediately if any potential or actual conflict of interest of an employee, contractor, or subcontractor engaged in any activities in the Strategic Review is identified after commencement and during the course of the review.

The Service Provider may showcase the work it completed on the Strategic Review on its website following the conclusion of the Strategic Review with the Agency's written approval. The showcase will be in a form agreed between the Agency and the Service Provider.

The Deliverables for this Strategic Review are split into the four Phases as set out below.

The Deliverables for this Strategic Review must be prepared by the Service Provider to a standard of quality that is:

- a. of a high standard and quality commensurate with the standard and quality reasonably expected of a professional services firm;
- b. in plain English; and
- c. easy to understand and interpret, and which explains all key terms used.

The Service Provider will provide regular formal and informal reporting to the Agency including, as a minimum, fortnightly update meetings and short fortnightly written status updates. The Agency may require the frequency of these updates to change to weekly.

The Service Provider will actively and regularly collaborate with the Agency while the Strategic Review is underway, in a manner to be agreed between the Agency and the Service Provider during Phase A – Planning, initiation and discovery.

The Deliverables for the Strategic Review may be modified once the review is underway, by way of the Service Provider developing and the Agency approving a Strategic Review methodology and plan in accordance with the procedure described in Deliverables A.6 to A.9 below. The Strategic Review methodology and plan, once completed in accordance with that procedure, becomes Attachment D to this contract and takes precedence to the extent the Agency agrees to any alternate approach, timeframe or focus for any Deliverables.

Deliverable A. Phase A – Planning, initiation, and discovery

Phase A of the Strategic Review will focus on laying the foundations for the review, understanding the Agency's current operating model and environment, identifying key drivers of change and considering implications for the Agency's regulatory posture and regulatory approach.

1. During this Phase A, the Service Provider must also develop early thinking and hypotheses about opportunities to reform the Agency's operating model that will be further developed in Phase B.
2. The Service Provider and the Agency will participate in a kick-off meeting no later than **5 Business Days** from the Order Commencement Date.
3. Following the kick-off meeting, the Service Provider must deliver a draft Project Charter by **2 Business Days**, that outlines the key measures of success, boundaries, timelines and deliverables, and potential risks for the review.
4. Subject to Approval by the Agency, the Project Charter will apply for all activities of the Service Provider under the Strategic Review.
5. During the meeting, the parties will agree to the parameters for a Strategic Review methodology and plan.
6. The Service Provider must draft a Strategic Review methodology and Strategic Review plan for the conduct of the review, for the feedback and approval of the Agency (who will consult with the SRSG on the methodology and plan). The methodology and plan must reflect all facets of Attachment B (terms of reference) for the Strategic Review and will consider each element of the Agency's regulatory remit and how regulatory outcomes and performance are best supported by a fit-for-purpose operating model. Where the Service Provider proposes an amendment to the agreed Deliverables in the Draft Strategic Review methodology and plan, it must explicitly draw the Agency's attention to those proposed amendments.
7. The Draft Strategic Review methodology and plan must be delivered for the Agency's Approval by **5 Business Days** after the kick-off meeting.
8. The Service Provider must amend and revise the Strategic Review methodology and plan based on feedback from the Agency and SRSG (if any) and submit a Final document to the Agency for approval by **2 Business Days** after receiving feedback.
9. The Strategic Review methodology and plan once approved by the Agency will become Attachment D to this Contract. The Service Provider must provide the remaining Deliverables under this Phase A and Phases B to D in accordance with the approved Strategic Review methodology and plan (Attachment D), which will take precedence to the extent that the Agency approves an alternate approach, timeframe or focus for any Deliverables.
10. The Service Provider must prepare an Engagement, Communications and Change plan that outlines how the Service Provider will engage with external and internal stakeholders, how the Service Provider will communicate with Agency Personnel and manage change throughout the review.
11. The Engagement, Communications and Change plan must:
 - (a) identify who the Service Provider will engage with externally and internally and how, when and why the Service Provider will engage them. This must include:
 - (i) indicative interview guides for each internal and external government and non-government stakeholder cohort listed in paragraph 14 below;
 - (ii) workshop and focus group agendas, structure and attendees; and
 - (iii) any other proposed information collection activities, that reflect the Key Lines of Enquiry (**KLEs**) for the review;
 - (b) outline the mode of engagement to suit the hybrid working arrangements of the Agency workforce and to ensure flexibility in scheduling with external stakeholders.
 - (c) outline the opportunities that Agency Personnel will have to engage with the review and the channels that the Service Provider will use to communicate with them about the review;
 - (d) outline the opportunities and channels for the Agency's leaders and Personnel to contribute to and be informed about progress, including structure and timing of workshops, focus groups, formal and informal interviews;
 - (e) include communication and contact points for the Service Provider, including a dedicated mailbox; and

- (f) address any change management considerations that they anticipate needing to be pro-actively managed during and after the review.
12. The Draft Engagement, Communications and Change plan must be delivered for the Agency's Approval by 27 October 2023.
 13. The Service Provider must amend and revise the Engagement, Communications and Change plan based on feedback from the Agency and SRSG (if any) and submit a Final document to the Agency for Approval by **2 Business Days** after receiving feedback.
 14. In accordance with the approved Engagement, Communications and Change plan, the Service Provider must undertake the following interview and workshop activities to gather and analyse evidence to address the Terms of Reference of the Strategic Review:
 - (a) Interview all members of the Agency's executive management team, which must seek to:
 - (i) identify what success for this looks like for this review;
 - (ii) confirm how and when they want to be engaged through the review;
 - (iii) understand critical elements of the Agency's current operating model;
 - (iv) consider key drivers of change and their potential implications for the Agency's regulatory posture and approach; and
 - (v) develop initial hypotheses about how the Agency's operating model that are in scope for the Strategic Review might need to change;
 - (b) Interview two cohorts of key stakeholders in other government agencies, including the Agency's portfolio department (Attorney-General's Department (AGD)) and one cohort of non-government stakeholders during Phase A, as follows:
 - (i) The first cohort must consist of the AGD, and if available other regulatory agencies that that Agency collaborates with to perform its core functions, including the Australian Competition and Consumer Commission, The Treasury (including the Data Standards Body), Inspector-General of Intelligence and Security, Commonwealth Ombudsman, Australian Communications and Media Authority, Office of the eSafety Commissioner, Australian Prudential Regulation Authority and Australian Digital Health Agency;
 - (ii) Interviews with the first cohort must:
 - be guided by similar questions to those in paragraph 14(a) above; and
 - facilitate a detailed exploration of how the Agency's partnership and collaborations with its co-regulators may need to change in response to changing operating environments;
 - (iii) The second cohort of stakeholders must consist of six other government departments and regulated entities, which may comprise of the Department of Home Affairs, Services Australia, National Disability Insurance Agency, Department of Veterans' Affairs, Administrative Appeals Tribunal, Department of Health and Aged Care, Department of Social Services, Department of Education, the Australian Tax Office, or another government department that the Service Provider is able to interview;
 - (iv) Interviews with the second cohort must facilitate responses to the following areas of enquiry:
 - How the stakeholder sees community expectations about privacy and information access evolving as it relates to their portfolio?
 - The impacts of changing technology, the growth of the digital economy and increasing cybercrime on how their agencies will collect, use and manage information?
 - How well the Agency is currently performing its core functions using the three principles in Regulator Performance RMG-128 as an initial framing (pending advice from the Agency)?
 - How effectively the Agency provides advice and reports to government about privacy, information access and information management?; and

- The extent to which the Agency should take a stronger enforcement posture going forwards?; and
 - (c) Up to ten interviews with non-government stakeholders that have been approved by the Agency and that the Service Provider determines will add value to the Strategic Review; and
 - (d) Conduct an initial round of workshops with Agency Personnel in each of the Agency's branches, which must:
 - (i) use the indicative agenda as approved by the Agency:
 - overview and intent of the review;
 - opportunities to engage with and contribute to the review;
 - reflections on the Agency's current performance;
 - key drivers of changes and their potential impacts on the Agency;
 - reflections on current and likely future workloads;
 - strengths, weaknesses and pain points across the Agency's current operating model (with a specific focus on the elements that in scope for this review); and
 - next steps;
 - (ii) utilise a mix of different digital platforms such as Microsoft Teams, Slido and Miro to keep the workshops inclusive and fast moving; and
 - (iii) be recorded in summary format to ensure that any findings and insights are clearly captured.
15. In addition to direct engagement activities required in paragraph 14 above, the Service Provider must also undertake the following research, analysis and review activities:
- (a) The Service Provider must conduct a desktop review:
 - (i) to consider the key organisational, political, social and technological drivers of change that will impact the Agency going forward;
 - (ii) to start its initial assessment of how the volume and complexity of the Agency's core statutory workload is likely to grow;
 - (iii) gathers and analyses relevant data and information from the documents provided as Agency Material and other publicly available sources of information, including but not limited to:
 - all relevant legislation,
 - documentation from recent and in-flight reforms relevant to the Agency,
 - corporate documents, including data collected by the Agency for the Performance measurement framework (including the results from the recent stakeholder survey),
 - the advice sought by the Agency about the legal and employment framework for appointed commissioners; and
 - the Government's Response to the Privacy Act Reform; and
 - (iv) that includes analysis of the Agency's current processes to manage and transact cases, including by drawing data from external sources to inform understanding of current and future demands, and stakeholder experiences and satisfaction. This component of the desktop review must consider and analyse:
 - key process steps relating to inbound channels, capture of cases, categorisation and triage, prioritisation, and workflows in use;
 - process mining to rapidly and flexibly analyse how processes are being executed, what performance is being achieved, and identify bottlenecks and potential conformance/compliance issues;
 - demand modelling to forecast how the Agency's workload may grow in volume;

- sentiment analysis on stakeholder satisfaction data to identify which processes need improvement; and
 - and determine initial approaches to streamline existing processes and implement new ones, which will be expanded in Phase B of the Services;
- (b) The Service Provider must prepare a comparative analysis of the analogous agencies nationally and internationally by undertaking a high-level comparative analysis of the operating models of analogous agencies to build an understanding of their functions, governance and structures to assist in identifying potential operating model design options that may be relevant to the Agency going forward. In conducting this comparative analysis, the Service Provider must:
- (i) review and analyse the arrangements and capabilities of all state and territory information and privacy regulators and other regulatory agencies across Australia with similar diverse mandates and governance structures;
 - (ii) at a minimum include comparative analysis against Office of the Privacy Commissioner Canada, which has similarities to the Agency's proposed three-Commissioner model; and
 - (iii) subject to approval by the Agency, also incorporate analysis of the UK Information Commissioner's Office, the Irish Data Protection Commissioner and the Personal Data Protection Commission of Singapore.
16. Upon completion of the activities in paragraphs 14 and 15 above, the Service Provider must prepare and synthesise findings from Phase A and deliver for Approval to the Agency and the SRSG a Draft Discovery Phase Report, that must include:
- (a) initial findings from the discovery phase against Attachment B and KLEs;
 - (b) key themes emerging across the different stakeholder groups;
 - (c) outline the potential changes and reforms to the Agency's operating model that will be explored further in Phase B.
17. The Service Provider must amend and revise the Draft Discovery Phase Report based on feedback from the Agency and SRSG (if any) and submit a Final document to the Agency for approval by **5 Business Days** after receiving feedback.
18. The Final Discovery Phase Report, once approved will be included as the Supplementary Discovery Phase Report.
19. All Deliverables included in the Phase A, paragraphs 1 to 18 above must be completed by **24 November 2023**, or as otherwise agreed by the parties.

Deliverable B. Phase B – Assessment and reporting

In providing Services under Phase B, the Service provider must comply with the following requirements.

1. The Service Provider must commence Phase B immediately upon completing Phase A.
2. The Service Provider must undertake a qualitative and quantitative analysis of the data and information gathered under Phase A to draw conclusions with reference to the points outlined in the Terms of Reference at Attachment B.
3. The Service Provider must confirm the Agency's future regulatory posture and approach, using the following considerations as a guide:
 - (a) What regulatory outcomes is the Agency seeking to achieve and do they need to change?
 - (b) What are the likely implications of the Government's response to the Privacy Act Review?
 - (c) What does the Agency need to do differently in response to changing technology, the growth of the digital economy and increasing cybercrime?
 - (d) How are community expectations about privacy and information access evolving and what are the implications for each of the Agency's core responsibilities?
 - (e) To what extent are the Australian Government and community expecting the Agency to take a stronger enforcement posture?
 - (f) What dimensions of the OAIC's purpose, function and regulatory posture may need to shift in response to above factors?

- (g) How should the Agency's future regulatory posture differ across each of its core responsibilities?; and
- (h) Can these changes be made without needing to make legislative amendments?
- 4. The Service Provider must represent the Agency's regulatory approach for each area of regulation in a simple one-page visual, which at a minimum must include:
 - (a) Regulatory purpose that provides a clear statement of the Agency's goals based on its statutory obligations and the Attorney-General's Statement of Expectations;
 - (b) Principles that lists the core values for the realisation of regulation based on the principles of regulatory best practice and responding to the Agency's current and future challenges;
 - (c) Outcomes that lists the specific priorities that the Agency will support through its actions given its obligations under the Portfolio Budget Statement and internal strategic priorities; and
 - (d) Mechanisms that highlights the tools that the Agency is willing and able to use to realise these outcomes based on both its statutory powers and strategic choices.
- 5. The Service Provider must consider the Agency's external partnerships with co-regulators that central to its core functions, including the ACCC, Australian Communications and Media Authority (ACMA), the National Data Commissioner and the Administrative Appeals Tribunal. In reviewing and analysing these external partnerships, the Service Provider must use the following questions as a guide:
 - (a) What will be the most critical external partnerships for the Agency going forward?
 - (b) How might the Agency's system governance roles change going forward?
 - (c) To what extent are the expectations of the Agency from other actors in the regulatory systems likely to shift and evolve?
 - (d) How is the Agency's partnership with the ACCC as the co-regulator of the Consumer Data Right (CDR) expected to evolve?; and
 - (e) Are there impediments to effective collaboration with the Agency's key partners that can be addressed through the review?
- 6. The Service Provider must identify and assess options for the Agency's future structure that is fit-for-purpose and flexible to accommodate future changes, including at a minimum presenting this analysis to address the following questions:
 - (a) What structure(s) will best support a three-Commissioner model?
 - (b) What are the structural implications of any proposed changes to the Agency's purpose, functions, regulatory posture and service model?
 - (c) What are the longer-term implications for the Corporate Branch if they move towards the new shared services arrangements?
 - (d) How can we enable delivery of stronger, client-centred services in collaboration with key stakeholders?; and
 - (e) To what extent can we use structural changes to enable us to optimise resource allocation?
- 7. The Service Provider must utilise the data obtained under Phase A and analysis conducted under paragraphs 2 to 6 of Phase B to assess and refine these options with input from the Agency's senior leasers.
- 8. To facilitate the input by senior leaders required under paragraph 7 of Phase B, the Service provider must conduct a workshop with the Agency's senior leaders to:
 - (a) refine the analysis against the tests of good organisational design;
 - (b) iterate these tests with the Agency and also identify the relative priority of each test; and
 - (c) identify a preferred future structural model that goes down to a section level.
- 9. Using current state insights on processes, the Service Provider must identify opportunities to remove duplication and streamline processes, including:
 - (a) designing good processes,
 - (b) analysing what specific challenges will be resolved and how to best realise opportunities, including those for technology;
 - (a) analysing what future processes must look like to effectively manage the types of demand the Agency handles;
 - (b) proposing process elements relating to include inbound channels, categorisation and prioritisation of demand and articulation of optimal pathways to transact types of demand;
 - (c) designing improved process flows to address complexity of demand, including identifying what activities will be required to effectively transact types of demand (including common activities that can be delivered through shared capabilities to remove bottlenecks or ineffective practices), and what capability and capacity is required to do so effectively;

- (d) identifying who will undertake the activities, including accountabilities and responsibilities (RACI) and what information and artefacts are required for effective delivery of the Agency's functions;
 - (e) how to best leverage existing technology or what changes must be made to improve the use of technology, including opportunities for process automation such as automated workflows and application of AI approaches to, for example, case categorisation and prioritisation; and
 - (f) propose new mechanisms for establishing effective and measurable baseline for process performance to address inbound demand to measure requirements against future increase in function and changes to governance and structure.
10. The Service Provider must identify how resource allocation can be optimised to maximise efficiency and support the Agency's statutory functions, so as to enable the Agency to have the right information to make evidence-based decisions and ensure it is and continues to be right sized. To undertake this resource allocation analysis and design, the Service Provider must:
- (a) outline how to activate continual improvement through an improvement register with prioritised implementation tasks based on value and effort;
 - (b) develop and handover this improvement register to the Agency as an artefact for continued use; and
 - (c) work with identified Agency Personnel to develop these artefacts and provide knowledge transfers to ensure effective use by Agency Personnel.
11. The Service Provider must analyse how the Agency's internal governance – including the activities of its three main governance entities, the executive committee, operational committee and regulatory action committee – can be improved. To undertake this analysis, the Service must address:
- (a) the extent to which the number, remit and composition of the Agency's governance committees need to evolve to accommodate the three-Commissioner model; and
 - (b) the governance implications of any changes to the Agency's purpose, functions and regulatory posture going forward.
12. Upon completion of the analysis in paragraph 11 of Phase B, the Service Provider must obtain the Agency's agreement to the potential changes to the Agency's purpose, functions, service model and structure, before consider the type of workforce required to successfully deliver them.
13. In considering the structure of the Agency's workforce, the Service Provider must have regard to the following considerations:
- (a) How can resource allocation be optimised across the Agency to maximise efficiency and support the effective delivery of its functions?
 - (b) Does the Agency currently have the right mix of specialist skills required to deliver on its proposed new purpose, functions and regulatory posture?
 - (c) Does the Agency currently have the right number of staff to service future demand – considering any changes to the Agency's service model and key processes that may yield delivery efficiencies?
 - (d) What are the most critical gaps in capability that the Agency will need to address?
 - (e) What are some of the drivers behind the high proportion of Agency staff looking to leave the agency (as reflected in the 2022 APS Employee Census results) and to what extent has this improved?
 - (f) How effective has the transition to hybrid working been in enabling the Agency to compete more effectively in a tight labour market?
 - (g) What are some of the strategies that the Agency could employ to attract staff?; and
 - (h) To what extent is the Agency's current employee value proposition compelling for the types of staff that it is seeking to recruit and retain?
14. The Service Provider define the Agency's desired future culture and leadership through a detailed review of the Agency's current and desired future culture and leadership, including by identifying:
- (a) shared mindsets that outline the shared beliefs, assumptions and attitudes that employees hold about what is important and valued in the Agency; and
 - (b) demonstrated behaviours that codify the observable actions that are consistently demonstrated across the Agency and which represent the manifestation of shared mindsets.
15. The analysis required under paragraph 14 of Phase B must be conducted through:
- (a) the Service Provider's analysis of the last two years of the Agency's APS Census results;
 - (b) the Service Provider's analysis the findings from workshops and interview conducted with Agency Personnel under Phase A;

- (c) a series of **three** staff focus groups segmented along demographic dimensions (e.g. gender, age, location, tenure at the Agency, working arrangements, etc) – rather than by functional lines (i.e. according to structure), which must be designed with regard to the following aspects:
 - (i) Describe what the vision of the future culture at the Agency will look like and feel like. Think about the specific behaviours that you would like the Agency Personnel to demonstrate.
 - (ii) Rate how close/far you are to realising this future culture on a scale from 1 to 5, where 1 is 'this is very close to the current culture' and 5 is 'this is very far from our current culture'.
 - (iii) Identify two barriers to achieving this future culture and think about actions needed to overcome these.
 - (iv) What does good leadership look like at the Agency?; and
 - (v) What sorts of leadership behaviours do we reward and encourage?
16. Upon completion of the activities in paragraphs 1 and 15 of Phase B above, the Service Provider must by **13 December 2023**:
- (a) analyse insights gathered and identify possible recommendations that are stress-tested for suitability and comprehensiveness against Attachment B; and
 - (b) present preliminary findings and proposed recommendations to the Agency in terms of feasibility, priority and impact for initial feedback.
17. Using the Agency's feedback and its own further refinement, the Service Provider must:
- (a) ensure that the final recommendations remain aligned with the Terms of Reference and that there no untested or new inclusions in the final deliverable; and
 - (b) prepare and deliver for Approval to the Agency and the SRSG a Draft Interim Report and recommendations addressing the Terms of Reference in Attachment B by **15 January 2024**.
18. All Deliverables included in this Phase B, paragraphs 1 and 16 above must be completed by **15 January 2024**.

Deliverable C. C: Phase C – Finalisation

In providing Services under Phase C, the Service Provider must comply with the following requirements.

1. The Service Provider must commence Phase C immediately upon completion of Phase B, however, this does not restrict the Service Provider from undertaking activities under Phase C that cross-over with Phase B.
2. The Service Provider must consult with the Agency (and through the Agency the SRSG) on the Interim Report and recommendations through regular fortnightly meetings.
3. The Service Provider must refine the Interim Report and recommendations based on feedback from the Agency and SRSG that will become the Final Report.
4. The Service Provider must prepare a Final Report for consideration of the SRSG and delivery to the Agency and the Secretary of the Attorney-General's Department.
5. The Final Report must clearly identify which recommendations can be implemented within the existing legislative framework and any which would require legislative changes.
6. The Service Provider must deliver for Approval to the Agency and the SRSG a Final Report by **5 February 2024**.
7. The Service Provider must develop an Executive Summary of the Strategic Review report.
8. The Service Provider must ensure the Final Report and the Executive Summary are presented to a very high professional standard, including through the application of professional and specialist graphic design expertise.
9. The Service Provider must develop an Implementation Plan for the Strategic Review and provide this to the Agency at the Agency's request. In preparing this Implementation Plan, the Service Provider must be guided by the following key considerations:
 - (a) determine key dependencies and sequencing for implementation activities realising recommendations;
 - (b) estimate value, priorities, and investments required to fully implement the plan;
 - (c) detail change capabilities required and how to support implementation with a communications strategy;

- (d) detail who owns the plan, who is involved and in what capacity, and how the plan is maintained; and
- (e) summarise this detailed implementation plan with a higher-level roadmap over a three-year horizon, which can be effectively used to communicate the implementation to external and internal stakeholders.

Deliverable D. Phase D – Implementation Support

In providing Services under Phase D, the Service Provider must work with the Agency to identify where efforts will add the greatest value during this Phase D and must comply with the following requirements.

1. The Service Provider must provide an additional effort of six weeks following the acceptance of the Final Report and its acceptance and endorsement by the Agency and AGD to support the implementation of the review recommendations.
2. In providing this support, the Service Provider could undertake some or all of the following activities:
 - (a) developing a clear governance framework for the implementation of the review;
 - (b) supporting the Agency to develop a Program Management Office (PMO) that will manage the implementation of the review, including PMO functions, key processes and recommended staffing;
 - (c) creating a clear program of work and developing detailed project charters and work plans for different streams;
 - (d) building the capability of Agency leaders and selected staff to implement the recommendations (where required);
 - (e) conducting more detailed change impact assessments and developing change management plans;
 - (f) setting a method for process redesign and re-designing high priority processes with key stakeholders that realise performance improvements and effort reduction; and
 - (g) supporting planning for technology improvements to underpin key processes, including potential adaptation of intelligent automation of key process activities such as categorisation and prioritisation of cases.
3. The Service Provider will confirm the precise scope of this implementation support at the start of Phase D with the Agency.

5. Deliverables

The Service Provider will provide the following deliverables during Phases A to C.



The Agency will also require the Service Provider to deliver six weeks of implementation support, as detailed in Deliverable D – Phase D, after acceptance and endorsement of the Final Report.

6. Program Schedule

The Service Provider will be required to deliver the Deliverables within the review timeframes in accordance with the program schedule. On commencement of the Contract, the Service Provider will provide to the Agency a detailed program schedule for approval by the Agency, which must contain clear dates for key Deliverables.

Further to the program schedule, the following Deliverables must be met by the timeframes as stipulated below.

Ref.	Deliverable	Description	Timeframe
Deliverable B.17(b)	Delivery of Draft Interim Report and Recommendations	The Service Provider will deliver an interim report and recommendations addressing the points in Attachment B for delivery to the Agency and the SRSG. They will present the interim report to the OAIC and use feedback to further refine the interim report and recommendations.	Must be completed by 15 January 2024 .
Deliverable C.6	Delivery of Final Report	The Service Provider will deliver a final report for consideration of the SRSG and delivery to the Agency and the Secretary of the Attorney-General's Department (through the OAIC). The final report will clearly identify which recommendations can be implemented within the existing legislative framework and any which would require legislative changes.	Must be completed by 5 February 2024 .

Attachment B: OAIC Strategic Review Terms of Reference

A strategic review of the Office of the Australian Information Commissioner (OAIC) will ensure the OAIC is well positioned to deliver on its statutory functions as the national privacy and information access regulator into the future.

Scope

The reviewer should consider, report, and make recommendations about how the OAIC can ensure it is best positioned to deliver on its functions as the national privacy and information access regulator and respond to future challenges. Recommendations should cover:

- the extent to which the OAIC's
 - organisational capability,
 - structure,
 - governance, and
 - resourcingare suitable to achieve the OAIC's purpose and future functionality, or require amendment;
- how resource allocation can be optimised to maximise efficiency and support the OAIC's statutory functions;
- how OAIC can best respond to the likely continuing growth to the volume and complexity of its core statutory workload;
- how to ensure the effectiveness of the OAIC as a regulator in responding to changing technology, the growth of the digital economy and increasing cybercrime; and
- the role of the OAIC in providing advice and reports to government about privacy, information access and information management.

Contextual information

The reviewer must have regard to relevant contextual matters, about which the OAIC will provide the reviewer with relevant background, including:

- potential changes to the functions of the OAIC arising from the Government's response to the Privacy Act Review;
- the operation of FOI laws;
- evolving community expectations about privacy and information access, and expectations that OAIC will take a strong enforcement posture.

Recommendations

The reviewer must identify recommendations that can be implemented within the existing legislative framework, but may make recommendations that require legislative change where the reviewer considers necessary.

Activities

As a minimum, the reviewer should examine relevant documents and data, conduct interviews with OAIC executives, staff, and key external stakeholders, and examine the capabilities and arrangements of a selection of analogous agencies in Australia and elsewhere.

Timeframe

Interim report by **15 January 2024**. Final report by **5 February 2024**.

Attachment C: Pricing Schedule

Fees

1. The Total Contract Fee must not exceed \$780,000 (GST inclusive), which includes delivery of all Deliverables, and travel and expenses incurred by Service Provider Personnel. As agreed by the Parties, the Total Contract Fee is a 5% volume discount on the MAS Panel rates.
2. The Agency will not pay the Service Provider any Fees that exceeds the Total Contract Fee.
3. The Fees will be paid on a Milestone basis.
4. On successful Delivery and Acceptance of the Milestones, the Agency will pay the Service Provider the Milestone Payments specified in the **Table 1 – Milestone Payments** below.

Table 1 - Milestone Payments:

Ref.	Milestone	Deliverable(s)	Timeframe	Milestone Payment (GST inclusive)
M1	Acceptance of the Strategic Review methodology and plan	A.9 Accepted by the Agency	Must be completed by 27 October 2023 , or as otherwise approved by the Agency	\$ 78,000.00 (Payment of 10% of the Total Contract Fee)
M2	Completion of Phase A	A.18 Accepted by the Agency	Must be completed by 24 November 2023 , or as otherwise approved by the Agency	\$ 195,000.00 (Payment of 25% of the Total Contract Fee)
M3	Presentation of preliminary findings and recommendations to the Agency	B.16 Accepted by the Agency	Must be completed by 13 December 2023 , or as otherwise approved by the Agency	\$ 156,000.00 (Payment of 20% of the Total Contract Fee)
M4	Acceptance of the Interim Strategic Review Report by the Agency	B.17 Accepted by the Agency	Must be completed by 15 January 2024 , or as otherwise approved by the Agency	\$ 195,000.00 (Payment of 25% of the Total Contract Fee)
M5	Acceptance of the Final Strategic Review Report and Implementation Plan by the Agency	C.6 to C.9 Accepted by the Agency	Must be completed by 5 February 2024 , or as otherwise approved by the Agency	\$ 117,000.00 (Payment of 15% of the Total Contract Fee)
M6	Completion of Phase D – Implementation Support	D.1 and D.2 Accepted by the Agency	Must be completed by 19 April 2024 , or as otherwise agreed by the Parties	\$ 39,000.00 (Payment of 5% of the Total Contract Fee)

Invoicing

5. The Service Provider must submit a correctly rendered Tax Invoice at the completion of each Milestone.
6. All invoices submitted by the Service Provider must meet the requirements of a correctly rendered Tax invoice as set out in clause 14.4.2 of the Head Agreement, and must:
 - (a) include the Milestone description;
 - (b) include the Work Order number; and
 - (c) be correctly addressed to the Agency Representative; and
 - (d) contains tax invoice details as required by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
7. If the Service Provider has incorrectly charged the Agency, the Service Provider:
 - (a) in the case of overcharge, must refund any amount overcharged promptly and in any event within seven days of becoming aware of, or being notified of, the overcharging; and
 - (b) in the case of undercharge, may issue a Correctly Rendered Tax Invoice for any amounts undercharged to the Agency, but may only do so within six months from the date the incorrect charge was made to the Agency.
8. If the Agency disputes any amounts paid or to be paid to the Service Provider:
 - (a) the Agency will request the Service Provider to submit an invoice for the amount that is not in dispute;
 - (b) the Agency will pay the amount stated in a correctly rendered Tax Invoice that is issued in response to a request made under clause paragraph 6 of this Attachment C;
 - (c) the Agency may withhold from further payments any such disputed amounts and clause 27.3 of the Head Agreement will apply; and
 - (d) the Service Provider must not stop or cause any delay in supplying the Services.

Attachment D: Strategic Review methodology and plan

[To be appended once approved by the Agency in accordance with the procedure described in Deliverables A.6 to A.9]

Schedule 6A – Order Variation Template

Parties

- A. Commonwealth of Australia as represented by the Office of the Australian Information Commissioner ABN 85 249 230 937 (**Agency**); and
- B. Nous Group Pty Ltd ABN 66 086 210 344 (**Service Provider**)

Recitals

- A. The Agency and the Service Provider are party to an Order dated 13 October 2023 for the provision of services to deliver a Strategic Review of the Agency, including an assessment of the current structures, functions, governance, capability and regulatory posture and advice to the Information Commissioner and Secretary to the Attorney-General's Department about potential changes to strengthen Agency's capacity, capability and influence into the future, for the benefit of the Australian community.
- B. The parties wish to vary the Order as provided by this Deed of variation.

The parties agree as follows:

The Order is varied in accordance with the terms set out below. Unless specifically stated in this Order Variation, all terms and conditions of the Order continue unaffected.

1.	Order Variation number	1
2.	Raised by	Agency
3.	Details of change (use attachments if required)	Additional culture and leadership work, as described in Attachment A.
4.	Implementation date of variation	15 February 2024
5.	Effect on services	<p>Order expiry date: 30 June 2024</p> <p>Milestones: Milestone 5 amended to remove 'and Implementation Plan by the Agency' New Milestone 5A – 'Completion of culture and leadership support and acceptance of implementation plan by the Agency'</p> <p>Subcontractors: Editor Group</p> <p>Phase D Implementation Support: Duration amended to four weeks of additional effort Completion date amended to 30 June 2024</p> <p>Culture and leadership work: The Service Provider will support the Agency in addressing culture and leadership issues identified during the strategic review. This will include:</p>

		<ul style="list-style-type: none"> (a) Conducting a workshop with the OAIC's current leadership team to explore the culture and leadership issues identified in the Strategic Review; (b) Conducting a workshop with the OAIC's current leadership team and its incoming commissioners to identify agency wide expectations and strategies connected to culture and leadership and to support the leadership team to develop individual and collective plans of action to create change; (c) Providing to the Agency a written summary of actions arising from these workshops; (d) Conducting 1:1 interviews with key OAIC leaders before and after the workshops (up to six in total).
6.	Plan for implementing the change [if any]	Not applicable
7.	Effect on price [if any]	<p>Total Contract Fees are \$810,000 (GST inclusive) plus</p> <ul style="list-style-type: none"> (a) disbursements up to \$7,700 (GST inclusive) for editing services; and (b) any additional costs required to deliver Milestone M5A in person (rather than virtually), which will be agreed between the Parties and invoiced in addition to the Total Contract Fee. <p>New Milestone 5A: Milestone: Culture and leadership support and delivery of implementation plan Deliverable: C.8 and D.4 Accepted by the Agency Timeframe: Must be completed by 22 March 2024, or as otherwise agreed by the Agency. Milestone Payment (GST inclusive): \$ 30,000.00</p>
8.	Effect on service levels [if any]	<p>B.10 – Delivery of Interim Strategic Review Report by 15 22 January 2024 C.3 – Delivery of Final Strategic Review Report by 5 19 February 2024</p>
9.	Other relevant matters (e.g. transitional impacts)	Not applicable

Variation to Order:

Culture and leadership work

Agency	Office of the Australian Information Commissioner (OAIC)
Name (print)	s 47E(d)
Position	a/g Deputy Commissioner
Signature	s 47E(d)
Date	19 February 2024

Service Provider	
Name (print)	Andrew Benoy
Position	Principal
Signature	s 47F
Date	15 February 2024



NOUS GROUP PTY LTD
PO BOX 13069, MELBOURNE L
MELBOURNE VIC 8010

Purchase Order

Purchase Order No. 4500171099
Vendor No. 850627
Contract No.
Order Enquiries LORRAINE NURNEY
Payment Terms 20 days

Deliver Goods/Services to:
Office of the Australian Info Commission
GPO Box 5218
SYDNEY NSW 2001

Send Invoice to: invoiceonly@sdo.gov.au
Attention: Accounts Payable

Important: Invoices must be sent as a PDF by email or as an e-invoice using the PEPPOL online framework. Purchase Order No. **4500171099** must be quoted on your invoice.

Line No	Description	Delivery Date	Qty	Unit Price (GST Inc)	GST	Amount (GST Inc)
10	Organisational redesign/change mgt MAS Panel order: 24/000110 *** Item completely delivered ***		1.00	350,000.00	31,818.18	350,000.00
	Total Price (including GST if applicable)				\$ 31,818.18	\$ 350,000.00

Office of the Australian Information Commissioner (OAIC) is e-invoicing enabled and can receive invoices via this channel. Please email the Procurement Team at finance@oaic.gov.au to make arrangements.

Special Conditions

A 'correctly rendered invoice' is one that quotes the purchase order number and is sent as a PDF by email to invoiceonly@sdo.gov.au, or as an e-invoice via a certified PEPPOL Access Point. Invoices rendered incorrectly will be returned unpaid to the supplier for correction. Maximum payment terms only apply to correctly rendered invoices where satisfactory delivery of goods or services are acknowledged.

Goods and services purchased under this Purchase order will be required to meet the WHS legislative requirements. In particular, Material Safety Data Sheets (MSDS) must be provided for all hazardous substances being purchased, as required under the WHS legislation.

From: [BOAG,Annan](#)
To: [OAIC - Finance](#)
Subject: FW: Nous Group Invoice Ref INV13196 [SEC=OFFICIAL]
Date: Thursday, 2 November 2023 4:31:32 PM
Attachments: [INV13196.pdf](#)

Hi finance

See **attached** invoice from Nous Group.

I confirm receipt of the services described in the invoice and that they were delivered in accordance with purchase order 4500167798. This is milestone 1 described in the related order for services.

I would be grateful if this could please be paid.

Annan

From: s 22(1)(a)(ii)
Sent: Thursday, November 2, 2023 3:12 PM
To: SAP Invoice Only
Cc: BOAG,Annan
Subject: Nous Group Invoice Ref INV13196

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.



Reference: INV13196

Dear Accounts Payable

Thank you for the opportunity to work with you.

Please find attached an invoice for: *Fees for professional services rendered in accordance with the Order for Services for the Strategic Review of OAIC engagement commencing on 16/10/2023. Cost Centre: 107004 (OTH0024001).* We look forward to your prompt payment; please send the associated remittance advice to accounts.receivable@nousgroup.com.au.

If you have any queries regarding this invoice, please reply by email to accounts.receivable@nousgroup.com.au.

Regards,

Nous Group
Tel: +61 3 8602 6200

TAX INVOICE

FOIREQ25/00170 036



Attorney General's Dept (Fed)
Central Office,
3-5 National Circuit,
Barton
Australian Capital Territory 2600
Australia
Accounts Payable

Nous Group Pty Ltd
P.O. Box 13069
Melbourne Law Courts
VIC 8010
Australia

Invoice Ref : INV13196

Invoice Date : 02 November 2023

Client Ref : 4500167798

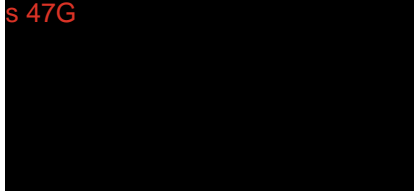
Fees for professional services rendered in accordance with the Order for Services for the Strategic Review of OAIC engagement commencing on 16/10/2023. Cost Centre: 107004 (OTH0024001)

Strategic Review of OAIC	Amount
M1 Acceptance of the Strategic Review methodology and plan	70,909.00
Sub-total	70,909.00
GST 10%	7,090.90
Total AUD	77,999.90

Payment Terms: Within 20 days of receipt.

Please make payment to:

Account Name: Nous Group Pty Ltd
Bank: s 47G
BSB:
Account No:
Swift Code:



From: [BOAG,Annan](#)
To: [OAIC - Finance](#)
Subject: FW: Nous Group Invoice Ref INV13407 [SEC=OFFICIAL]
Date: Friday, 1 December 2023 3:56:00 PM
Attachments: [INV13407.pdf](#)
[~WRD3489.jpg](#)

Hi team,

See attached invoice for Nous.

I confirm the services described in this invoice have been delivered to the necessary standard as described in the relevant work order. I would be grateful if you would please arrange for payment.

Annan

From: s 22(1)(a)(ii)
Sent: Friday, December 1, 2023 3:50 PM
To: SAP Invoice Only
Cc: BOAG,Annan
Subject: Nous Group Invoice Ref INV13407

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.



Reference: INV13407

Dear Accounts Payable

Thank you for the opportunity to work with you.

Please find attached an invoice for: *Fees for professional services rendered in accordance with the Order of Services for the Strategic Review of OAIC engagement commencing on 16/10/2023.* Cost Centre: 107004 (OTH0024001). We look forward to your prompt payment; please send the associated remittance advice to accounts.receivable@nousgroup.com.au.

If you have any queries regarding this invoice, please reply by email to accounts.receivable@nousgroup.com.au.

Regards,

Nous Group
Tel: +61 3 8602 6200



TAX INVOICE

FOIREQ25/00170 039



Accounts Payable
Attorney General's Dept (Fed)
Central Office,
3-5 National Circuit,
Barton
Australian Capital Territory
2600
Australia

Nous Group Pty Ltd
P.O. Box 13069
Melbourne Law Courts
VIC 8010
Australia

Invoice Date: 01 Dec 2023

Invoice Ref: INV13407
Client Ref: 4500167798

Fees for professional services rendered in accordance with the Order of Services for the Strategic Review of OAIC engagement commencing on 16/10/2023. Cost Centre: 107004 (OTH0024001)

Strategic Review of OAIC	Amount
M2 Completion of Phase A	177,273.00
Sub-total	177,273.00
GST 10%	17,727.30
Total AUD	195,000.30

Payment Terms: Within 20 days of receipt.

Please make payment to:

Account Name: Nous Group Pty Ltd
Bank: s 47G
Sort Code:
Account No:
Swift Code:
VAT Number



From: [BOAG,Annan](#)
To: [OAIC - Finance](#)
Subject: RE: Nous Group Invoice Ref INV13608 [SEC=OFFICIAL]
Date: Thursday, 11 January 2024 6:57:17 PM
Attachments: [image001.jpg](#)
[image002.jpg](#)
[image003.jpg](#)

Dear Prachi

We have resolved the outstanding issue with the below invoice.

I confirm services now received and approve payment. Would you please arrange for this to be paid?

Kind regards

Annan



Annan Boag <he/him>
 Director, Strategic Projects
 Office of the Australian Information Commissioner
 Melbourne
Ms 47E(d) **E** annan.boag@oaic.gov.au

The OAIC acknowledges Traditional Custodians of Country across Australia and their continuing connection to land, waters and communities. We pay our respect to First Nations people, cultures and Elders past and present.

[Subscribe to Information Matters](#)

From: OAIC - Finance

Sent: Tuesday, January 9, 2024 3:31 PM

To: BOAG,Annan

Subject: FW: Nous Group Invoice Ref INV13608 [SEC=OFFICIAL]

Hi Annan,

Happy 2024! I hope you had a lovely break.

No problem, thanks for letting me know.

Kind Regards,



Prachi Patki (she/her)
 Finance Officer
 Office of the Australian Information Commissioner
 Melbourne
P +61 2 9246 0609 **E** Prachi.Patki@oaic.gov.au

The OAIC acknowledges Traditional Custodians of Country across Australia and their continuing connection to land, waters and communities. We pay our respect to First Nations people, cultures and Elders past and present.

[Subscribe to Information Matters](#)

From: BOAG,Annan <Annan.Boag@oaic.gov.au>

Sent: Thursday, January 4, 2024 3:48 PM

To: OAIC - Finance <Finance@oaic.gov.au>

Subject: FW: Nous Group Invoice Ref INV13608 [SEC=OFFICIAL]

Hello

Please don't pay this invoice yet. We are querying some aspects of it with Nous.

Annan

From: s 22(1)(a)(ii) <[s22\(1\)\(a\)\(ii\)@nousgroup.com](mailto:s22(1)(a)(ii)@nousgroup.com)>

Sent: Thursday, December 21, 2023 2:52 PM

To: SAP Invoice Only <InvoiceOnly@sdo.gov.au>

Cc: BOAG,Annan <Annan.Boag@oaic.gov.au>

Subject: Nous Group Invoice Ref INV13608

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.



Reference: INV13608

Dear Accounts Payable

Thank you for the opportunity to work with you.

Please find attached an invoice for: *Fees for professional services rendered in accordance with the Order of Services for the Strategic Review of OAIC engagement commencing on 16/10/2023. Cost Centre: 107004 (OTH0024001)*. We look forward to your prompt payment; please send the associated remittance advice to accounts.receivable@nousgroup.com.au.

If you have any queries regarding this invoice, please reply by email to accounts.receivable@nousgroup.com.au.

Regards,

Nous Group
Tel: +61 3 8602 6200

TAX INVOICE

FOIREQ25/00170 042



Attorney General's Dept (Fed)
Central Office,
3-5 National Circuit,
Barton
Australian Capital Territory 2600
Australia
Accounts Payable

Nous Group Pty Ltd
P.O. Box 13069
Melbourne Law Courts
VIC 8010
Australia

Invoice Ref : INV13608

Client Ref : 4500167798

Invoice Date : 21 December 2023

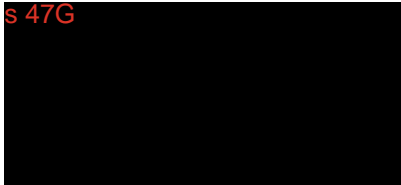
Fees for professional services rendered in accordance with the Order of Services for the Strategic Review of OAIC engagement commencing on 16/10/2023. Cost Centre: 107004 (OTH0024001)

Strategic Review of OAIC	Amount
M3 Presentation of preliminary findings and recommendations	141,818.00
Sub-total	141,818.00
GST 10%	14,181.80
Total AUD	155,999.80

Payment Terms: Within 20 days of receipt.

Please make payment to:

Account Name: Nous Group Pty Ltd
Bank: s 47G
BSB:
Account No:
Swift Code:



TAX INVOICE

FOIREQ25/00170 043



Accounts Payable
Attorney General's Dept (Fed)
Central Office,
3-5 National Circuit,
Barton
Australian Capital Territory
2600
Australia

Nous Group Pty Ltd
P.O. Box 13069
Melbourne Law Courts
VIC 8010
Australia

Invoice Date: 05 Feb 2024

Invoice Ref: INV13794
Client Ref: 4500167798

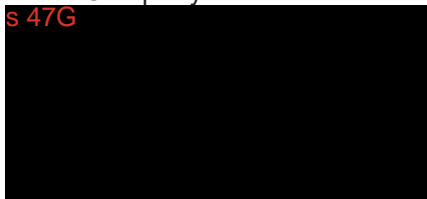
Fees for professional services rendered in accordance with the Order of Services for the Strategic Review of OAIC engagement commencing on 16/10/2023. Cost Centre: 107004 (OTH0024001)

Strategic Review of OAIC	Amount
M4 Acceptance of the Interim Strategic Review Report	177,273.00
Sub-total	177,273.00
GST 10%	17,727.30
Total AUD	195,000.30

Payment Terms: Within 20 days of receipt.

Please make payment to:

Account Name: Nous Group Pty Ltd
Bank: s 47G
Sort Code:
Account No:
Swift Code:
VAT Number



TAX INVOICE

FOIREQ25/00170 044



Accounts Payable
Attorney General's Dept (Fed)
Central Office,
3-5 National Circuit,
Barton
Australian Capital Territory
2600
Australia

Nous Group Pty Ltd
P.O. Box 13069
Melbourne Law Courts
VIC 8010
Australia

Invoice Date: 23 Feb 2024

Invoice Ref: INV13911
Client Ref: 4500167798

Fees for professional services rendered in accordance with the Order of Services for the Strategic Review of OAIC engagement commencing on 16/10/2023. Cost Centre: 107004 (OTH0024001)

Strategic Review of OAIC	Amount
M5 Acceptance of the Final Strategic Review Report	106,364.00
Sub-total	106,364.00
GST 10%	10,636.40
Total AUD	117,000.40

Payment Terms: Within 20 days of receipt.

Please make payment to:

Account Name: Nous Group Pty Ltd
Bank: s 47G
Sort Code:
Account No:
Swift Code:
VAT Number



TAX INVOICE

FOIREQ25/00170 045



Accounts Payable
Attorney General's Dept (Fed)
Central Office,
3-5 National Circuit,
Barton
Australian Capital Territory
2600
Australia

Nous Group Pty Ltd
Level 23
697 Collins St
Docklands
VIC
8010
Australia

Invoice Date: 13 Mar 2024

Invoice Ref: INV14035
Client Ref: 4500167798

Fees for professional services rendered in accordance with the Order of Services and Order Variation for the Strategic Review of OAIC engagement commencing on 16/10/2023. Cost Centre: 107004 (OTH0024001).

Strategic Review of OAIC	Amount
Editing services: engagement of Editor Group to review Final Report	6,940.00
Sub-total	6,940.00
GST 10%	694.00
Total AUD	7,634.00

Payment Terms: Within 20 days of receipt.

Please make payment to:

Account Name: Nous Group Pty Ltd
Bank: s 47G
Sort Code:
Account No:
Swift Code:
VAT Number



TAX INVOICE

FOIREQ25/00170 046



Accounts Payable
Attorney General's Dept (Fed)
Central Office,
3-5 National Circuit,
Barton
Australian Capital Territory
2600
Australia

Nous Group Pty Ltd
Level 23
697 Collins St
Docklands
VIC
8010
Australia

Invoice Date: 25 Mar 2024

Invoice Ref: INV14116
Client Ref: 4500167798

Fees for professional services rendered in accordance with the Order of Services for the Strategic Review of OAIC engagement commencing on 16/10/2023. Cost Centre: 107004 (OTH0024001)

Strategic Review of OAIC	Amount
M6 Completion of Phase D	35,453.90
Sub-total	35,453.90
GST 10%	3,545.39
Total AUD	38,999.29

Payment Terms: Within 20 days of receipt.

Please make payment to:

Account Name: Nous Group Pty Ltd
Bank: s 47G
Sort Code:
Account No:
Swift Code:
VAT Number



TAX INVOICE

FOIREQ25/00170 047



Accounts Payable
Attorney General's Dept (Fed)
Central Office,
3-5 National Circuit,
Barton
Australian Capital Territory
2600
Australia

Nous Group Pty Ltd
Level 23
697 Collins St
Docklands
VIC
3008
Australia

Invoice Date: 14 May 2024

Invoice Ref: INV14503
PO Number: 4500167798

Fees for professional services rendered in accordance with the Order of Services for the Strategic Review of OAIC engagement commencing on 16/10/2023. Cost Centre: 107004 (OTH0024001)

Culture and leadership support	Amount
M5A Culture and leadership support and delivery of implementation plan	27,272.74

Culture and leadership support - Travel Expenses	Amount
Additional costs required to deliver Milestone M5A in person	609.61

Sub-total	27,882.35
GST 10%	2,788.23
Total AUD	30,670.58

Payment Terms: Within 20 days of receipt.

Please make payment to:

Account Name: Nous Group Pty Ltd
Bank: s 47G
Sort Code:
Account No:
Swift Code:
VAT Number



TAX INVOICE

FOIREQ25/00170 048



Annan Boag
Office of the Australian Information Commissioner
Melbourne
Victoria
3000
Australia

Nous Group Pty Ltd
Level 23
697 Collins St
Docklands
VIC
3008
Australia

Invoice Date: 27 Jun 2024

Invoice Ref: INV15004
Client Ref: 4500171099
PO Number: 4500171099

OAIC Structure and Change Management - Services	Amount
M1: Delivery of communications plan and organisation structure design principles	111,363.64
Sub-total	111,363.64
GST 10%	11,136.36
Total AUD	122,500.00

Payment Terms: Within 20 days of receipt.

Please make payment to:

Account Name: Nous Group Pty Ltd
Bank: \$ 47G
Sort Code:
Account No:
Swift Code:
VAT Number



TAX INVOICE

FOIREQ25/00170 049



Accounts Payable
Office of the Australian Information Commissioner
175 Pitt Street
Sydney
New South Wales
2000
Australia

Nous Group Pty Ltd
Level 23
697 Collins St
Docklands
VIC
3008
Australia

Invoice Ref: INV15414
Client Ref: 4500171099
PO Number: 4500171099

Invoice Date: 04 Sep 2024

OAIC Structure and change management Services	Amount
M2: Delivery of new organisation structure proposal	111,363.64
M3: Delivery of change management plan	95,454.54
Sub-total	206,818.18
GST 10%	20,681.82
Total AUD	227,500.00

Payment Terms: Within 20 days of receipt.

Please make payment to:

Account Name: Nous Group Pty Ltd
Bank: s 47G
Sort Code:
Account No:
Swift Code:
VAT Number

