s22 [redacted]

From: Lorraine s22 [redacted]
Sent: Wednesday, 13 April 2022 12:18 PM
To: Finance Mailbox
Cc: Glen s22 [redacted]
Subject: FW: [For procurement approval] MAS Panel RFQ Reference: D2022/006142 Shared Service Support [SEC=OFFICIAL]
Attachments: D2022 006527 Procurement Memorandum - Decision Change Management Support Consultancy approved.pdf; OAIC request for purchase order KPMG consultancy.pdf; PPDR KPMG.pdf; AusTender KPMG.pdf; Order for Service KPMG signed.pdf

Hi Finance

The attached procurement documentation is referred for processing, the approval appears below.

Thanks
Lorraine

From: Brenton s22 s22 [redacted]@oaic.gov.au>
Sent: Wednesday, 13 April 2022 12:14 PM
To: Lorraine s22 s22 [redacted]@oaic.gov.au>
Subject: FW: [For procurement approval] MAS Panel RFQ Reference: D2022/006142 Shared Service Support [SEC=OFFICIAL]

Hi Lorraine

Based on Annamie Hale's review of the quote and endorsement of the associated work I approve the purchase order:

- Provider: KPMG
- Requirement: Assistance with transition of shared services
- Value: $81,400 including GST
- Job code: OP025.

The purchase order is attached and approved within my delegation as Chief Financial Officer.

Regards,

Brenton

From: Lorraine s22 s22 [redacted]@oaic.gov.au>
Sent: Tuesday, 12 April 2022 4:32 PM
To: Brenton s22 s22 [redacted]@oaic.gov.au>
Subject: [For procurement approval] MAS Panel RFQ Reference: D2022/006142 Shared Service Support [SEC=OFFICIAL]

Hi Brenton

The attached procurement documentation is referred for your signature and approval:

- MAS panel Order for Services KPMG – for **signature**

- Request to raise a purchase order KPMG $81,400 inc gst – for **approval** (OP025)
- Copy of approved decision memo AH 12/4
- PPDR
- Austender

Thanks
Lorraine

From: Annamie Hale s22 [redacted]@oaic.gov.au>
Sent: Tuesday, 12 April 2022 10:03 AM
To: Lorraine s22 [redacted] s22 [redacted]oaic.gov.au>; Brenton s22 [redacted]@oaic.gov.au>
Cc: Melanie s22 [redacted]@oaic.gov.au>
Subject: RE: [For app [redacted] RFQ Reference: D2022/006142 Shared Service Support [SEC=OFFICIAL]

Thanks Lorraine

I approve the procurement memo, please apply for digital signature.

Many thanks

Annamie

OAIC

Annamie Hale | Assistant Commissioner
Corporate
Office of the Australian Information Commissioner
GPO Box 5218 Sydney NSW 2001 | oaic.gov.au
s22 [redacted]@oaic.gov.au

| | | | *Subscribe to Information Matters*

From: Lorraine s22 [redacted]@oaic.gov.au>
Sent: Tuesday, 12 April 2022 9:55 AM
To: Annamie Hale s22 [redacted]@oaic.gov.au>; Brenton s22 [redacted]@oaic.gov.au>
Subject: [For approval] MAS Panel RFQ Reference: D2022/006142 Shared Service Support [SEC=OFFICIAL]

Hi Annamie

Following the receipt of responses to the RFQ for shared service support please find the procurement decision memo that I have prepared here: D2022/006527.

Referred for your consideration and approval.

Please let me know if you have any questions.

Regards
Lorraine

From: Annamie Hale s22 [redacted]@oaic.gov.au>
Sent: Monday, 11 April 2022 6:54 PM
To: Brenton s22 [redacted]@oaic.gov.au>; Lorraine s22 [redacted]@oaic.gov.au>
Subject: RE: [Responses] MAS Panel RFQ Reference: D2022/006142 Shared Service Support [SEC=OFFICIAL]

Hi Lorraine

Thanks for this. Can we touch base in the morning to put a report/value for money assessment together of the Deloitte and KPMG proposals please.

Can we touch base before you start drafting anything?

Many thanks

Annamie

From: Brenton s22 [redacted]@oaic.gov.au>
Sent: Monday, 11 April 2022 6:15 PM
To: Annamie Hale s22 [redacted]@oaic.gov.au>
Cc: Lorraine s22 [redacted]@oaic.gov.au>
Subject: FW: [Responses] MAS Panel RFQ Reference: D2022/006142 Shared Service Support [SEC=OFFICIAL]

Hi Annamie

Attached are other responses.

Regards

Brenton

From: Lorraine s22 [redacted]@oaic.gov.au>
Sent: Monday, 11 April 2022 6:04 PM
To: Brenton s22 [redacted]@oaic.gov.au>
Subject: [Responses] MAS Panel RFQ Reference: D2022/006142 Shared Service Support [SEC=OFFICIAL]

Hi Brenton

Please find attached the following responses to the MAS Panel RFQ Reference: D2022/006142 Shared Service Support that closed at 6pm today. The RFQ (an example is attached for reference) was sent out to the following MAS panel suppliers:

- BDO Services Pty Ltd
- Callida Consulting
- Deloitte Touche Tohmatsu
- EY
- KPMG
- Synergy Group Australia Pty Ltd

Responses were received from the following suppliers as attached:

- KPMG – s47E(d) [redacted]
- Deloitte Touche Tohmatsu

There were no other responses received by the RFQ Closing Date of Monday, 11 April 2022 06:00 PM [18:00] AEST.

Regards
Lorraine

Procurement Decision Memorandum

To	Annamie Hale
From	Lorraine s22 [redacted]
Copies	Brenton s22 [redacted]
File ref	D2022/006527
Date	12/04/2022
Subject	**Consultancy – Change and implementation planning support services**

Background

The OAIC is in the process of transitioning shared service arrangements relating to Finance and Human Resources functions to the Service Delivery Office (SDO) of the Department of Finance as well as ICT functions to the Department of Education, Skills and Employment (DESE). The cut over to SDO and DESE is scheduled for mid-May 2022.

The OAIC will require assistance in developing an overarching change plan to ensure the office is equipped to implement the new operating model changes from mid-May 2022.

Based on the initial scope of the support needed, s47E(d) [redacted]

A Management Advisory Services (MAS) panel (SON3751667) request for quotation (RFQ) was issued on Wednesday 6 April to the following suppliers (Attachment **A**):

- BDO Services Pty Ltd
- Callida Consulting
- Deloitte Touche Tohmatsu
- EY
- KPMG
- Synergy Group Australia Pty Ltd

The RFQ closed on Monday 11 April at 6pm.

Procurement method responses

Responses were received from Deloitte Touche Tohmatsu and KPMG prior to the RFQ closing date (Attachment **B**).

Procurement evaluation

<The relevant financial and non-financial costs and benefits of each submission considered.>

Supplier details	Quality (ie rating)	Fitness for purpose	Relevant experience and performance history	Daily rates	Value for money assessment and comments
Deloitte Touche Tohmatsu	s47E(d) [redacted]	Meets requirement	s47E(d) [redacted]	s47G [redacted]	s47E(d) [redacted]
KPMG	[redacted]	Meets requirement	[redacted]	[redacted]	Rates below specified MAS panel rates – total estimated at $74,000 + expenses (ex gst)

Procurement decision

s47E(d) [redacted]

MAS panel Order for Services

A MAS panel Order for Services will be prepared in accordance with the procurement decision following delegate approval.

Recommendations:

It is recommended that KPMG be engaged under the MAS panel arrangement as per the proposal received dated 11 April 2022 for an estimated cost of $74,000 (ex gst) at the rates specified in the proposal, noting that this amount does not include expenses, to provide the services in accordance with the procurement requirement and proposal received.

Approved – Yes

s47F

Annamie Hale

Assistant Commissioner, Corporate

12 April 2022

Attachments:

Attachment A: Request for quotation

D2022/006523

Attachment B: Responses to request for quotation

Deloitte Touche Tohmatsu D2022/006525

KPMG D2022/006524

Attention: Annamie Hale
Office of the Australian Information Commissioner
GPO Box 5218
Sydney NSW 2001

Our ref Finance Process Support

Contact s47F [redacted]

17 June 2022

Dear Annamie

Engagement to provide support with the documentation of key processes and supporting procedures for processes post transition to the Department of Finance

Thank you for the extension of our current engagement to provide Office of the Australian Information Commission (ABN 85 249 230 937) (**you**) with change and implementation planning support services (**Engagement**).

This letter (**Engagement Letter**), together with KPMG's Terms and Conditions of Business, as attached in Appendix 1 (**Terms**), confirms our understanding of the **Time and Materials** to be provided (**Services**) and the terms of the Engagement.

Please indicate your acceptance of the terms by signing the acknowledgement at the end of the Engagement Letter and returning the signed Engagement Letter to me.

1. Scope

Through the transition of support processes to the Department of Finance, we understand that new SAP and business processes will be required. While some work has been completed by OAIC and the Department of Finance, current documentation does not sufficiently capture processes and associated procedures that OAIC Finance will need to perform.

In response to this, OAIC has asked KPMG to support with the following activities:

1) **Process Assessment & Gap Identification:** Review of E2E processes to identify where there are key gaps that require documentation
2) **Process and Procedure Documentation:** Collaborative development of supporting process materials and procedures to address the above prioritised process gaps

There are seven Finance processes that have been agreed as in scope of this review including:

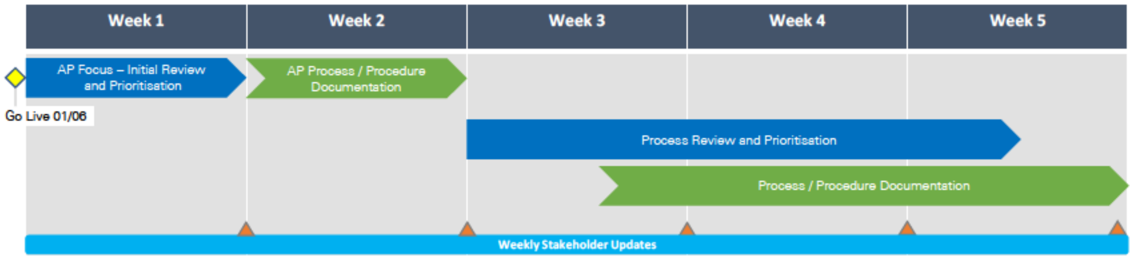
- **Hire to Retire:** Payroll

- **Revenue to Bank:** Bank and Cash Management, Sales / Accounts Receivable
- **Procure to Pay:** Accounts Payable and Payment Processing, Procurement / Contract Management
- **Additional Processes:** PAYG and BAS

To clarify the level of detail that you expect through this engagement, we have discussed initially commencing with the Accounts Payable process and a weekly progress review to align on priorities and progress. This will enable alignment on total estimated effort and where activities can be continued by OAIC or through KPMG.

When developing supporting processes and procedures, we will work closely with you to agree the appropriate level of detail and supporting evidence having regard to internal control requirements and the PGPA Act context. OAIC will provide KPMG with access to any materials which will help with accelerated documentation such as SAP Hub, other Government SOPs and access to the CSSRP standards. KPMG will leverage both Government better practice and KPMG collateral to bring challenge and better practice insights into the materials that are to be developed.

The following high-level plan provides an overview of the proposed activities over the next 5 weeks with a weekly review point to ensure that KPMG are supporting your prioritised areas of focus.



Note: Multiple processes may be concurrently actioned from Week 2 with agreed prioritisation from OAIC.

Key assumptions in developing this scope:

- **Approach:** Please note that this is an advisory engagement, which is not subject to auditing, review or assurance standards issued by the Australian Auditing and Assurance Standards Board and, consequently no opinions or conclusions intended to convey assurance will be expressed
- **Additional KPMG Specialist Resourcing:** If additional subject matter expertise is required in support of this program of work, we will identify this requirement and engage OAIC in advance to size any additional associated cost
- **Information and Systems Access:** We have assumed that KPMG will have access to required Government materials and key systems to enable documentation of processes. This will be required at the commencement of the engagement to ensure that the above timeline and milestones can be met.

- **Systems Access:** If access cannot be provided, OAIC will provide access to resourcing to support 'walk throughs' of processes where gaps can be investigated and screen shots taken to help with the development of the procedure documentation
- **OAIC Engagement:** Key OAIC Finance stakeholders will be available to assist with prioritisation, review, enhancement, and acceptance of developed documentation
- **Out of Scope Processes:** We will work with you should additional processes be identified. If further support is required to document additional processes, we will determine the impact on proposed resourcing and support and seek approval in advance
- **Business / Operational Activities:** We have assumed that our focus will be on Finance activities and that additional business / employee tasks will be covered through business as usual (BAU) support
- **Department of Finance Engagement:** We assume that throughout the engagement we will have access to key Department of Finance resourcing to validate SAP HUB content, OAIC processes, workflow and requirements
- **SAP Training:** KPMG will not be providing SAP training as part of this engagement

2. Deliverable/s

The deliverable/s for the Engagement will consist of the following, as requested by you:

- OAIC branded processes and procedures developed in an agreed format.

These are collectively referred to as the **Deliverables.**

Draft Deliverable/s will be provided to you on an iterative basis for review, comment and approval prior to final delivery.

3. Use of Deliverable/s

The Deliverable/s provided to you, as part of the Engagement, is/are solely for the purpose/s set out in the *Scope* Section of the Engagement Letter.

The above *Deliverables* Section specifies that a non-KPMG branded deliverable will be provided under the Engagement. When a deliverable is prepared with your branding applied, or is unbranded (i.e. plain paper), once it is provided to you in final form, the deliverable becomes your internal working document for which you are responsible, and which you may alter or amend as you consider appropriate, provided that you do not reference KPMG. For the avoidance of doubt, nothing in this paragraph affects

KPMG's ownership of its internal working documents and the intellectual property rights in the Services.

4. Timetable

The anticipated timetable for the Engagement is as follows:

Milestone	Estimated Timing
1 – Review of current state AP processes	Week 1
2 – Iterative Handover of process and procedure content	Weeks 2 - 5

You will be provided with weekly periodic updates on the progress of the Engagement as necessary. If there is a preference for more regular Agile updates, we will work with you to ensure that these are integrated into our program cadence. In conducting the Engagement, we shall use all reasonable endeavors to meet the anticipated timetable and, if required, we will advise you of any milestones of the Engagement that we feel are at risk of not being met.

5. Engagement team

Our proposed team will consist of KPMG professionals with the appropriate knowledge and experience in project and change management. I will serve as the overall engagement relationship Partner and will lead the Engagement. We will draw upon additional KPMG resources as considered appropriate and at your approval.

We will also draw upon the specific skills and experience of the following Assisting Parties:

Assisting Party	Geographical location where the services will be performed or if applicable, where the cloud computing will be hosted including failover sites	Nature and extent of the services to be performed or if applicable, nature of the cloud computing resource
s47F [redacted]	Sydney, Australia	Engagement Partner
	Perth, Australia	SME SAP Tech / Finance
	Sydney, Australia	Finance Lead
	Sydney, Australia	PGPA SME
	Sydney, Australia	SME SAP Tech / Finance

s47F [redacted]	Sydney, Australia	SME SAP Tech / Finance
[redacted]	Sydney, Australia	Finance Support

6. Professional fees, expenses and invoicing

6.1. Fees

Our fees with respect to the engagement will be charged on a time and costs basis. As at the date of the Engagement Letter, our normal hourly rates for work of this nature, inclusive of GST, are as follows:

Position	Hourly rate $ (GST Inclusive)
Level 6 Partner	s47G [redacted]
Level 5 Director	
Level 4 Associate Director	
Level 3 Manager	
Level 2 Senior Consultant	
Level 1 Consultant	

On the above basis, we estimate that our fees to complete the engagement will be in the range of $199,500 based on an initial estimate of 5 weeks excluding and associated expenses and GST.

The estimated daily/weekly run-rate shown below may vary based on work demand, resources required, and or availability of KPMG and OAIC resources.

		Days Effort by Resource					Cost Estimate (Time & Materials)
Proposed Resourcing	Grade	Week 1	Week 2	Week 3	Week 4	Week 5	5 weeks of Support
s47F [redacted]	s47G [redacted]						
						Estimated Ranged Cost (Time & Materials)	$199,500
						Average Weekly Run-Rate	$39,900

If reduced KPMG or additional specialised expertise is required in support of this program of work (i.e. Tax), KPMG will agree this in advance.

6.2. Expenses

Please note that any Expenses incurred as part of our work will be re-charged on the basis of costs incurred.

6.3. Invoices

The fee amount will be determined based on time and costs (as outlined above) and will be billed monthly in instalments.

7. COVID-19

COVID-19 has the potential to materially and adversely affect our ability to provide the Services under the Agreement.

Each party will co-operate with the other in implementing reasonable mitigation measures to enable us to perform the Services in a way that seeks to limit the risk or potential impact related to COVID-19.

If the performance of the Services is delayed or otherwise adversely affected by COVID-19 or any circumstances related to COVID-19 (including, without limitation, unavailability of personnel), we will not be liable for any failure to perform the Services and the time for performance of the Services will be extended by any such reasonable period as is advised by us.

If COVID-19, or any circumstances related to COVID-19, result in the parties being unable to put in place service performance mitigation measures that we consider appropriate or we conclude that we are not able to perform the Services, either party may terminate the Agreement by providing 5 business days' notice in writing.

8. Terms

As noted, the Terms are attached in Appendix 1 and form part of, and should be read in conjunction with, the Engagement Letter.

9. General Matters

We look forward to [the continuation of] our association with you and welcome the opportunity to provide you with any additional services that you may require in the future.

Please contact us if you require clarification of the above matters.

Yours faithfully

s47F [redacted]

s47F [redacted]

Partner

Enclosures:
Appendix 1: KPMG Terms and Conditions of Business

Acknowledgment

The terms of the Engagement, as provided in the above Engagement Letter and the attached Terms, are understood and accepted for and on behalf of Office of the Australian Information Commissioner (ABN 85 249 230 937), for whom I am duly authorised s47F

Signed: ....

Name: Annamie Hale

Position: Assistant Commissioner Corporate

Date: 21/06/2022

Appendix 1

KPMG Terms and Conditions of Business

1. Introduction

1.1. This Agreement governs the provision of the Services.

1.2. You can accept this Agreement as described in our engagement letter, or by continuing to instruct us in relation to the Services. This Agreement applies to all Services, including those provided prior to such acceptance.

2. Our Services

2.1. We may engage Assisting Parties to assist us in performing the Services.

2.2. Unless expressly specified in the engagement letter, the Services are not performed in accordance with any auditing, review or assurance standards, and the use of the terms "audit", "assurance", "review" or similar in any materials, including the engagement letter or any Deliverable, or in any other form, whether express or implied, written or verbal, is not intended to suggest otherwise. The Services do not include the provision of legal advice or services.

2.3. We may provide services to persons whose interests compete or conflict with yours, provided that where we determine that the provision of such services gives rise to a specific and direct conflict of interest we will put in place appropriate ethical dividers.

3. Information and access provided by you

3.1. You agree to promptly provide us and any Assisting Parties with all relevant assistance, information, access to personnel, systems, technology, equipment and other materials, as well as safe access to premises, reasonably required by us to provide the Services.

3.2. We will rely on the accuracy and completeness of Your Materials and we will not verify it. You must notify us in writing of any changes to Your Materials that may affect our Services.

3.3. In providing the Services, we will only be regarded as having or knowing information provided to or known by the Personnel providing the Services. This is the case even if other Personnel have separately been provided with or know additional information.

3.4. We may Use information obtained in performing the Services:

a) for Business Purposes, provided that any output is anonymised or aggregated so that no Personal Information or information relating specifically to you is reasonably identifiable; and

b) in order to identify and mitigate any quality, conduct or risk management issue.

3.5. We will store information obtained in performing the Services in accordance with our policy set out at www.kpmg.com/au/3Pcloudproviders.

4. Use of our Services

4.1. Any Deliverable is for your sole use and benefit and may only be used for the purposes set out in this Agreement or otherwise agreed by us in writing. Subject to clauses 6.2 and 6.3, you may not provide any Deliverable to a third party, or use our name, logo or trademarks in any marketing, promotional material or other publication, unless required by law or with our prior written consent.

4.2. We will not update the Deliverables after we have delivered them in final form, and will not be responsible for any changes you make to them without our prior written consent.

4.3. You are responsible and accountable for managing your business and affairs and deciding what to do after receiving the Services, including whether to implement our advice or recommendations and complying with laws and regulations that affect you.

5. Our fees

5.1. You agree to pay:

a) our fees as set out in the engagement letter and any reasonable expenses incurred in connection with the Services;

b) our technology and administration charge (being 3.5% of our fees); and

c) where applicable, compliance charges as detailed in clause 5.4.

5.2. Our fees, expenses and charges are exclusive of GST (unless stated otherwise). In addition to the amount payable, you must pay us any GST applicable to any Taxable Supplies we make, and we will provide you with tax invoices for those supplies.

5.3. You agree to pay our fees, expenses and charges, plus any applicable GST, within 14 days from the date of issue of our invoice.

5.4. If we are required by law or by reason of any judicial, regulatory, professional or administrative process to produce documents, provide information or give evidence in connection with the Services, or if we determine it is necessary to investigate any matter disclosed to us as an Eligible Recipient, you agree to:

a) pay for the time spent by us at our then-current rates, and any expenses incurred by us, in complying with that requirement, except where a claim or regulatory action is against us; and

b) promptly cooperate with us, including providing any consent, to the extent necessary for us to comply with that requirement.

6. Confidentiality and IP

6.1. Each party will keep the other's Confidential Information confidential and use it only for the purposes permitted in this Agreement, including performing or receiving the Services. Each party will protect the other's Confidential Information as it would protect its own, using at least a reasonable standard of care.

6.2. Each party may disclose the other's Confidential Information:

a) to its legal advisers and external auditors;

b) where we are the recipient of the Confidential Information:

i. to any Assisting Party;

ii. to our insurers, professional advisers or financiers;

iii. to the extent necessary for us or Personnel to comply with applicable professional and ethical standards or codes, or where we are required to do so by a regulatory or disciplinary body; or

iv. in accordance with clause 3.4;

c) to the extent required by law; or

d) with the prior written consent of the disclosing party.

Except for disclosure under paragraphs (b)(iii), (b)(iv) or (c), the recipient must ensure that any person to whom it makes a disclosure is required to keep the Confidential Information confidential on substantially the same basis as this clause 6.

6.3. Notwithstanding any other provision of this Agreement, where the Services are tax services and either:

a) you are:

i. an entity that is registered with the United States Securities and Exchange Commission (an **SEC Registrant**); or

ii. an affiliate of an SEC Registrant,

that is audited by a Member Firm; or

b) the Services involve providing advice on a transaction or event, the consequences of which may be reflected on a US tax return,

you may disclose to any third party any part of the Deliverables that relate to the tax treatment and structure of any transaction to which the Services relate (**Tax Deliverables**).

6.4. Where clause 6.3 is applicable:

a) you must promptly notify us of who the Tax Deliverables have been disclosed to and any confidentiality conditions imposed at any time in relation to those Tax Deliverables; and

b) if you disclose any Tax Deliverables to any third party you must (where legally permissible to do so and prior to disclosing any Tax Deliverables) notify the recipient in writing and obtain the recipient's written acknowledgement that the recipient may not: (i) rely upon the Tax Deliverables; and (ii) hold Member Firms liable for any liability arising in connection with the Services. You must promptly provide us with a copy of the written acknowledgement.

6.5. We may use and disclose:

a) knowledge, experience and skills of general application gained through the provision of the Services; and

b) your name, contact details, logo and a description of the Services for marketing purposes.

6.6. We own our internal working documents and we or our licensors own, or have appropriate rights relating to, all intellectual property rights in the Services. We grant you a non-exclusive, non-transferable, royalty-free licence to use the Deliverables as described in clause 4.1.

6.7. This Agreement does not affect the ownership of any intellectual property rights in Your Materials. You grant us a non-exclusive, non-transferable, royalty-free licence to Use Your Materials as described in this Agreement, including to provide the Services. You must ensure Use of Your Materials in accordance with this Agreement does not infringe the rights of any third party.

7. Privacy

7.1. We may Use (including disclosing to persons located outside Australia) Personal Information as set out in our privacy policy at www.kpmg.com.au.

7.2. You agree to provide all necessary notifications and obtain any necessary permissions or consents in connection with our Use of Personal Information or Confidential Information as contemplated by this Agreement.

8. Liability

8.1. Where any scheme approved under professional standards legislation applies to any Services, our liability in relation to the Services to which the scheme applies is limited in accordance with the scheme.

8.2. Where clause 8.1 does not apply, to the extent permitted by law our maximum aggregate liability is limited to the lesser of 10 times the fees paid by you for the Services or $20 million.

8.3. To the extent permitted by law, we are not liable for any: (a) indirect or consequential loss or damage; or (b) loss of or damage to business, goodwill, or reputation; loss of revenue or profits; loss of, damage to, or unauthorised access to data; or business interruption.

8.4. If a guarantee or other provision is implied or imposed by law in connection with the Services or this Agreement, and we are permitted to do so, our liability for breach of that guarantee or other provision is limited to one or more of the following at our option:

a) in the case of goods: the replacement or repair of the goods or the supply of equivalent goods; or the payment of the cost of replacing or repairing the goods or acquiring equivalent goods; and

b) in the case of services: the re-supply of the services; or the payment of the cost of having services re-supplied.

8.5. This clause 8 applies to any claim or liability in connection with the Services or this Agreement, regardless of the basis on which it arises, whether in contract, tort (including negligence), under statute or otherwise.

8.6. You agree not to bring any claim against any Member Firms (other than us) or Personnel in connection with any Services they perform which fail to meet the requirements of the Agreement. You acknowledge that damages are unlikely to be an adequate remedy for your breach of this clause 8.6, and we may enforce this clause 8.6 on behalf of other Member Firms and Personnel.

9. Suspension and termination

9.1. We may suspend the Services for so long as: any fees payable by you are overdue; you fail to provide us with assistance, information or access required under clause 3; or there is a dispute the subject of clause 10.

9.2. Either party may terminate this Agreement immediately by written notice to the other if: the other materially breaches this Agreement and fails to remedy that breach on 14 days' notice; the other becomes insolvent; or the Services are suspended for more than 21 days under clause 9.1.

9.3. We may also terminate this Agreement immediately by written notice if, in our reasonable opinion, our provision of Services:

a) does or would breach or is inconsistent with any applicable laws, regulations, professional or ethical standards or codes or internal directions or policies (including any requirements relating to independence);

b) has the potential to bring us into disrepute; or

c) may expose Personnel to unreasonable physical or personal risk.

9.4. Termination does not affect any accrued rights of either party, including your obligation to pay our fees, expenses and charges for work performed up to the effective date of termination.

10. Dispute Resolution

10.1. If any dispute arises in connection with this Agreement or Services (**Dispute**):

a) the party raising the Dispute must notify the other party of the Dispute, with sufficient detail to enable the dispute to be considered (**Dispute Notice**); and

b) the parties must engage in confidential senior level negotiations with a view to resolving the Dispute.

10.2. If a Dispute has not been resolved within 14 days after the Dispute Notice is given, the parties agree to refer the Dispute to mediation, as soon as practicable, in accordance with such rules as the parties may agree, or failing such agreement, as specified by the President of the Law Society of New South Wales.

10.3. If a Dispute has not been resolved following mediation, the Dispute must be referred to arbitration conducted in English, in Sydney and in accordance with the ACICA Arbitration Rules. The number of arbitrators will be one if the amount in Dispute is under $10 million or three if the amount in Dispute is $10 million or more.

10.4. In making an award in the arbitration, the tribunal must:

a) determine the rights and liabilities of the parties in the same way as if Proportionate Liability Legislation applied to each claim in the arbitration, irrespective of whether or not the tribunal is otherwise bound or entitled to apply Proportionate Liability Legislation and whether or not the claim is an apportionable claim under Proportionate Liability Legislation;

b) in so doing, have regard to the comparative responsibility of the parties to the arbitration and of any concurrent wrongdoer who is not a party to the arbitration; and

c) give full effect to this clause notwithstanding any provisions in Proportionate Liability Legislation which express a contrary intention or which are inconsistent with this clause, and notwithstanding the inability of the parties in the arbitration to join any concurrent wrongdoers in the arbitration.

It is the intent of this clause to apply proportionate liability to all claims within the arbitration, even if they would not be subject to proportionate liability if made in court.

10.5. No court proceedings may be commenced in relation to a Dispute other than in accordance with section 34A of the *Commercial Arbitration Act 2010* (NSW) or to seek Urgent Relief.

11. Collaboration Tools

11.1. In connection with the supply of the Services, we may offer access to third party tools such as collaboration, data visualization and online reporting tools (**Tools**), some of which may be hosted offshore. Unless we provide Tool-specific terms and conditions, where we grant you access to a Tool the terms set out at www.kpmg.com/au/collabtools-terms apply, and you agree to comply with those terms. We may change those terms by providing you 30 days' notice, or such shorter period as we may reasonably require. If you do not accept those changes you must cease using the Tools.

12. General

12.1. This Agreement is governed by the laws of New South Wales and subject to clause 10 the parties unconditionally submit to the exclusive jurisdiction of the courts sitting in New South Wales.

12.2. This Agreement does not limit or exclude any liability of a party that cannot be excluded or limited by law.

12.3. Subject to clause 12.2 this Agreement constitutes the entire agreement between the parties regarding the provision of the Services, and supersedes all previous agreements or understandings relating to the Services. Subject to clause 11, no variation of this Agreement is effective unless agreed by the parties in writing.

12.4. If there is any inconsistency between these terms and the engagement letter provided with these terms, the engagement letter prevails.

12.5. Clauses 3.4, 4, 5, 6, 7, 8, 9.4, 10, 11, 12 and 13 survive termination or expiry of this Agreement, together with any other clause which by its nature is intended to do so.

12.6. Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this Agreement or term is not affected.

12.7. Neither party will be liable for any failure to perform its obligations (other than an obligation to pay) under this Agreement to the extent that performance is delayed, prevented, restricted or interfered with for any reason beyond the reasonable control of that party.

12.8. Nothing in this Agreement is intended to constitute a fiduciary relationship, relationship of employment, or an agency, partnership, franchise or trust.

12.9. A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

12.10. The term "including" is not a term of limitation.

12.11. We:

a) will perform the Services in accordance with our Human Rights Policy, available at www.kpmg.com.au;

b) are undertaking an ongoing process to identify Modern Slavery risks in our operations and supply chain; and

c) will report on the Modern Slavery risks in our operations and supply chain in our annual modern slavery statement, in accordance with our obligations under the Modern Slavery Act.

12.12. The supply of the Services may involve us receiving a percentage-based referral fee or value added commission.

13. Definitions

Agreement means these terms and the engagement letter provided with these terms.

Assisting Parties means (i) Member Firms; and (ii) our third party contractors and suppliers, including cloud computing providers; those who assist us in performing the Services; and those engaged to facilitate and support Member Firms' businesses.

Business Purposes means to enable Member Firms, including with the assistance of Assisting Parties: (i) to provide and enhance services and deliverables to clients (including you); (ii) to develop thought-leadership, expertise and know-how; and (iii) to derive non-attributable insights and provide benchmarking services.

Confidential Information means information disclosed in connection with this Agreement which by its nature is confidential, is designated as confidential, or which the recipient knows or reasonably ought to know is confidential, but does not include information that is in the public domain without a breach of confidence, is obtained from a third party without an obligation of confidence, or is independently developed without breach of this Agreement.

Deliverable means any advice, recommendation, information or other deliverable made available to you in any form, whether electronic, digital, hard copy or otherwise (including any draft).

Eligible Recipient has the meaning given to that term in the *Corporations Act 2001* (Cth) and the *Taxation Administration Act 1953* (Cth).

Entity means an organisation of any nature (whether incorporated or not) including any partnership or company.

KPMG Global Organisation means, as applicable, any or all of: KPMG International Limited (an English company limited by guarantee); KPMG International Services Limited (an English company limited by guarantee); KPMG International Cooperative (a Swiss entity); and their respective subsidiaries.

Member Firms means us, KPMG Global Organisation, and any Entities that are: (i) members of KPMG Global Organisation (**Members**); (ii) parties to a participation agreement which permit it to be part of the KPMG network (**Sublicensees**); or (iii) directly or indirectly, wholly or dominantly owned or controlled by any Member, Sublicensee or KPMG Global Organisation.

Modern Slavery means conduct defined as "modern slavery" in the Modern Slavery Act.

Modern Slavery Act means the *Modern Slavery Act 2018* (Cth).

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth).

Personnel means the partners, officers, employees, contractors, secondees and agents of us and our Assisting Parties.

Proportionate Liability Legislation means any legislative provisions relating to proportionate liability which are applicable to a claim, which would be applicable to the claim if it were made in a court, or which would be applicable to the claim if it were an apportionable claim.

Services means the services and Deliverables that we provide to you in connection with the engagement letter.

Taxable Supplies has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Urgent Relief means urgent injunctive, interlocutory or declaratory relief in respect of a Dispute or the enforcement of a payment due under this Agreement.

Use means collect, use, access, modify, transfer, sublicence and disclose.

We, us (or derivatives) means the KPMG contracting party identified in the engagement letter, except in clauses 3.4, 5.4, 6.5, 8.1, 8.2, 8.3, 8.4 and 9.3(b) where they mean Member Firms.

Your Materials means any information, materials, systems, technology or equipment provided or made available to us by you or by third parties on your behalf in the performance of the Services.

s22

From: s22 ,Brenton
Sent: Tuesday, 23 August 2022 5:32 PM
To: HALE,Annamie
Cc: s22 ,Simon
Subject: RE: (For endorsement) FW: Request for quote [SEC=OFFICIAL]

Thanks Annamie

The start date is ASAP, I will aim for Thursday. I have flagged need to sign the deed.

Regards

Brenton

From: HALE,Annamie s22 @oaic.gov.au>
Sent: Tuesday, 23 August 2022 5:30 PM
To: s22 ,Brenton s22 @oaic.gov.au>
Cc: s22 Simon s22 @oaic.gov.au>
Subject: RE: (For endorsement) FW: Request for quote [SEC=OFFICIAL]

Thanks Brenton.

I agree with the proposal. Can you confirm that s47F will agree to sign our confidentiality agreement before she commences?

What is the proposed commencement date?

Thanks

Annamie

Annamie Hale | Assistant Commissioner
Corporate
Office of the Australian Information Commissioner
GPO Box 5218 Sydney NSW 2001 | oaic.gov.au
s22 @oaic.gov.au

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From: s22 ,Brenton s22 @oaic.gov.au>
Sent: Tuesday, 23 August 2022 4:48 PM
To: HALE,Annamie s22 @oaic.gov.au>
Subject: (For endorsement) FW: Request for quote [SEC=OFFICIAL]

Hi Annamie

As previously flagged, KPMG were approved to provide an accounts person on secondment to OAIC until 30 September. The range of duties include:

Duties include:

- General day-to-day processes

- Bank reconciliation
- Accounts payable
- Month end processes
- Support end of financial year activities and contribute to financial statement preparation
- Ad-hoc requirements.

The cost is s47G [redacted] per hour for s47G [redacted] with total value of engagement at $39,375.

It is s47F [redacted] last day on Friday and we will shortly advertise the APS 5/6 role – pending P&C update. Considering the staffing movements and end of financial year processes I recommend we engage KPMG as they can bring in the expertise in short term.

Related background attached.

For your approval – I can then sign the work order.

Regards

Brenton

From: s47F [redacted]@kpmg.com.au>
Sent: Friday, 19 August 2022 7:26 PM
To: s22 [redacted],Brenton s22 [redacted]@oaic.gov.au>
Cc: s47F [redacted]@kpmg.com.au>
Subject: RE: Request for quote [SEC=OFFICIAL]

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.

Hi Brenton,

Please find attached KPMG's response to the RFQ for an appropriately qualified secondee to join the OAIC finance team until 30 September 2022.

Please let me know if you have any questions on our submission.

Thank you

Kind regards

s47F [redacted]
Associate Director
Audit Assurance and Risk Consulting
CFO Advisory

KPMG
Level 38, Tower 3, 300 Barangaroo Avenue
Sydney NSW 2000 Australia

s47F [redacted]

kpmg.com.au

From: s22 ,Brenton s22 @oaic.gov.au>
Sent: Thursday, 11 August 2022 7:42 PM
To: s @kpmg.com.au>
Subject: [EXTERNAL] Request for quote [SEC=OFFICIAL]

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Dear s47F

As discussed, the Office of the Australian Information Commissioner has an opportunity for an appropriately qualified secondee to join our finance team until 30 September 2022.

Please find attached request for quote via the Management Advisory Services Panel. KPMG is invited to provide a response to this request by COB Monday 15 August and include CV of nominated personnel.

If you have any questions please let me know.

Regards,

Brenton

Brenton s22 | Director, Corporate Services and Chief Financial Officer
Office of the Australian Information Commissioner
GPO Box 5218 Sydney NSW 2001 | oaic.gov.au
s22 @oaic.gov.au

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Notice:

Schedule 5 – Request for Quotation

1. Introduction

1.1. This RFQ is issued under clause 11.2 of the Head Agreement between the Service Provider and the Department of Finance.

Request For Quotation for Services	
Service provider's details	
Service provider	**Name:** KPMG **Contact:** s47F [redacted] **Address:** KPMG, Level 9 Constitution Place/1 Constitution Avenue, , ACT, 2601, s47F [redacted] **Email Address:** s4 [redacted]@kpmg.com.au
Agency Information	
Agency	Office of the Australian Information Commissioner
Agency ABN	85 249 230 937
RFQ reference	22/000135-006
Address:	GPO Box 5288, SYDNEY, NSW, 2001
Agency contact	**Name:** Brenton s22 [redacted] **Position:** Director, Corporate Services and Chief Financial Officer **Email:** s22 [redacted]@oaic.gov.au **Agency primary contact number:** s22 [redacted] **Agency secondary contact number:**
RFQ and Proposed Order Details	
RFQ Release Date	Thursday, 11 August 2022
RFQ Closing Date	Monday, 15 August 2022 05:00 PM [17:00] AEST
Proposed Order Commencement Date	Wednesday, 17 August 2022
Proposed Order Term and/or Completion Date	Friday, 30 September 2022
Proposed options to extend	Office of the Australian Information Commissioner may extend the term of the Order for a further period (or periods) of up to 12 months in total, which may be taken in whole or in part, and in any number or combination of time periods.
Statement of Work	
Service Area	Financial Management Advisory Services

Service Category	Accounting
Service Sub-category	Budgets
Detailed Statement of Work	Provide qualified accountant for secondment from Wednesday 17 August to 30 September 2022 to assist the Office of the Australian Information Commissioner's finance team. Duties include: • General day-to-day processes • Bank reconciliation • Accounts payable • Month end processes • Support end of financial year activities and contribute to financial statement preparation • Ad-hoc requirements.
Deliverables	Adequately support OAIC finance team
Milestones	Defined daily
Subcontractors	The Service Provider may not nominate subcontractors to provide some or all of the Services.
Location	Level 10 / 175 Pitt Street, Sydney NSW 2000
Fees	Hourly
Payment Terms	20 calendar days for all other invoices
Travel	Not Applicable
Agency Material *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.*	Not Applicable
Existing Material	Not Applicable
Contract Material *Other than specified in the Statement of Work, insert details of Contract Material relevant to the Order. Clause 1.1.1 of the Head Agreement*	Not Applicable

defines Contract Material as any Material: *(a) created by the Service Provider for the purposes of a Contract*	
Confidential information	**Agency data**, Indefinitely **Any Personal Information held by the Agency**, Indefinitely **Security Classified Information**, Indefinitely
Key personnel requirements	
Key personnel	Qualified accountant Ability to work independently and problem solve Security clearance required: Yes – Baseline (arranged by OAIC)
Other requirements for Key Personnel	Secondee must sign confidentiality deed upon commencement,
Additional requirements	
Agency data storage requirements	Not Applicable
Agency security requirements	Not Applicable
Security clearance requirements	Secondee must provide satisfactory police check and agree to a temporary security clearance issued by Australian Government Security Vetting Agency. Secondee must sign confidentiality deed upon commencement,
Liability	Not Applicable
Agency insurance requirements	Not Applicable
Conditions/Restrictions for Personal Information	Not Applicable
Commonwealth Procurement Connected Policy Requirements	
Black Economy Policy	Clause 16.6 of the Head Agreement Applies to this Order
Indigenous Procurement Policy	For any RFQs valued at $7.5 million or more the Mandatory Minimum Requirements of the Indigenous Procurement Policy apply.

Australian Industry Participation Policy	Industry Participation Plan requirements of the Australian Industry Participation National Framework will apply
Evaluation criteria	
Responses	**Responses to this RFQ will be evaluated against the following criteria:** The Service Provider’s demonstrated capability and capacity to provide the services described in the Detailed Statement of Work to a very high standard and within the specified timeframes. The relevant experience of nominated Key Personnel in providing the similar services to the services described in the Detailed Statement of Work [include any relevant qualifications, certifications, etc. required].

Schedule 6 – Order for Service

1. Introduction

1.1. This Order is issued in accordance with clause 11.3 of the Head Agreement.

Order for Services	
Service Provider Information	
Service Provider	**Name:** KPMG (ABN 51 194 660 183) **Address:** Level 9 Constitution Place/1 Constitution Avenue, Canberra ACT 2601 **Email Address:** s47F [redacted]
Service Provider contact	**Name:** s47F [redacted] **Position:** Partner **Email:** s47F [redacted])kpmg.com.au **Contact number:** s47F [redacted]
Agency Order information	
Agency	**Name:** Office of the Australian Information Commissioner (ABN 85 249 230 937) **Address:** GPO Box 5288, SYDNEY, NSW, 2001
Agency contact	**Name:** Brenton s22 [redacted] **Position:** Director, Corporate Services and Chief Financial Officer **Email:** s22 [redacted]@oaic.gov.au **Agency primary contact number:** s22 [redacted]
Agency File Reference	To be provided by OAIC. (RFQ Reference 22/000135-006)
Order Number	To be provided by OAIC
Cost Centre	To be provided by OAIC
Order Commencement Date and Term	
Order Commencement Date	Week commencing 22 August 2022
Order Term and Extensions	The Order expires on 30 September 2022 (**Initial Term**). The Parties may extend the Initial Term of this Order for a further period or periods, up to 12 months in total, which may be taken in whole or in part, and in any number or combination of time periods, on the same terms and conditions of this Order, by giving written agreement, prior to end of the Initial Term of this Order (Extension Period/s).
Statement of Work	
Service Area	Financial Management Advisory Services
Service Category	Accounting

Service Sub-category	Budgets
Detailed Statement of Work	The provision of one suitably qualified Key Personnel s47F [redacted]) on a temporary basis to act as a member of The Agency's finance team. Please refer attached for the CV of secondee. The Key Personnel assist with the performance of day-to-day BAU activities in the OAIC finance team. These activities may include preparation of bank reconciliations, accounts payable invoice processing, month end procedures for the months of July and August, general support for year-end activity and assistance with any ad-hoc matters that arise in the finance team. Key Personnel will report to **Brenton** s22 [redacted] Director, Corporate Services and Chief Financial Officer).
Milestones	Not Applicable
Key Personnel	**Name:** s47F [redacted] **Position:** Senior Consultant **Qualifications, expertise, capacity, capability or other requirements:** Qualified accountant, Ability to work independently and problem solve. **Security clearance required:** Baseline – arranged by OAIC **Can key personnel be substituted:** Yes
Subcontractors	Not Applicable
Location	Level 10 / 175 Pitt Street, Sydney NSW 2000
Fees	Fees: Hourly rate of s47G [redacted]xcluding GST and expenses). **Expenses**: The Service Provider will charge GST and expenses in addition to their fee.
Payment Terms	20 calendar days for all other invoices
Invoicing	Billing on a monthly basis. All time worked by the Key Personnel will be charged. Invoices forwarded by the Service Provider must be correctly addressed and will include the following information: • Service Provider's name or trading name and ABN • Details of services • Name of Service Provider's contract manager • Purchase Order Number • Invoice period and date of issue • Price of the taxable service • Amount of GST expected to be payable
Additional terms	**<u>Additional terms as agreed between the parties, in accordance with clause 11.4.1(b) of the Head Agreement are as follows:</u>** Notwithstanding anything else in the Head Agreement or this Order, the parties agree that the following Additional terms will apply and the terms of the Head Agreement (except the definitions) will not.

	Term The Key Personnel will devote their time and attention, during normal working hours, to their duties in connection with the Order during the Order Term. However, the Key Personnel may be required to fulfil other Service Provider commitments during the Order Term. To effect this with the minimum disruption to the Agency, unless otherwise agreed with us: • the Key Personnel will work a maximum of 7.5 hours per day, for up to 3 days per week: and • the Key Personnel will provide the Agency with a timesheet for the Agency's approval on a fortnightly basis. **Service Provider's Obligations** During the Order Term the Key Personnel will report to the Agency Contact and must comply with the Agency's reasonable and lawful instructions and directions. The Key Personnel will remain the employee of the Service Provider at all times and the Service Provider will retain liability for its statutory obligations as the Key Personnel's employer, including Superannuation payments. The Key Personnel will be subject to the Service Provider's procedures relating to all leave entitlements, including sick leave and annual leave entitlements. Where the Key Personnel has been unavailable for work for any reason, appropriate adjustments will be made to the amount billed to the Agency. The Key Personnel will continue to attend all Service Provider training sessions during the Order Term relevant to their position with the Service Provider. If the Key Personnel work less than 7.5 hours a day as a result of attendance at training sessions, appropriate adjustments will be made to the amount billed to the Agency. In connection with the Order, the Service Provider will not assist the Key Personnel by: • providing any management oversight of the Key Personnel in connection with the Order Term. • participating in the determination of the scope and objectives of the Key Personnel's work. • assisting in the development of the Key Personnel's work; • providing any manager or partner review of the Key Personnel's work or deliverable(s); or • providing any comments or input on the Key Personnel work or deliverable(s) during meetings with management. **Agency's Obligations** The Agency acknowledges that it has reviewed the Key Personnel's CV and assessed their suitability for this role, and that the Agency has made its own decision to select the Key Personnel. The Agency Contact will be responsible for directing the work which must be performed by the Key Personnel and ensuring that the work as directed meets the Agency's requirements. The Agency will not require the Key Personnel to perform any act or sign any documents which may cause the Key Personnel to be presented to third parties as having authority to bind the Agency or make commitments on the Agency's behalf. Further, the Agency will not name, refer to or identify the Service Provider in connection with the Key Personnel's work or represent to any third party that the Key Personnel has been provided by the Service Provider.

	The Agency will be responsible for providing relevant and appropriate induction training to the Key Personnel including occupational work, health and safety training. The Agency will ensure the Key Personnel's work is undertaken without risks to the safety, health and welfare of any person and in compliance with any relevant work, health and safety requirements or procedures. The Agency will be responsible for providing equipment and all access to systems necessary to ensure the Key Personnel can undertake tasks and complete any work they are directed to do effectively, such as a laptop, email address and log-in credentials as would ordinarily be provided to Agency staff as mandated by the Agency, unless otherwise agreed with the Service Provider in writing. During the Order Term, the Key Personnel will work at the Agency's direction and the Agency will ensure that the Key Personnel does not: a. function as an employee or make business decisions for the Agency. b. perform management responsibilities. c. approve journal entries. d. supervise Agency employees or other Key Personnel; or e. make employment decisions such as hiring or terminating employment of the Agency's employees. The Agency may not list the Key Personnel as an employee or as management (including in an "acting" capacity) in its directories or its other publications, (including the Agency's web site, social media or business cards). The Agency will be liable and responsible for the direction and quality of all work carried out by the Key Personnel including any decisions relating to work performed by the Key Personnel . The Agency releases the Service Provider from any claim or liability in connection with the Order regardless of the basis on which it arises, whether in contract, tort (including negligence), under statute or otherwise. The Agency agree to indemnify the Service Provider against any and all losses incurred by the Key Personnel or the Service Provider, including third party claims, arising from or in any way connected to the Key Personnel 's work.
Travel	Not Applicable
Agency Material *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.*	Not Applicable
Existing Material	Not Applicable
Contract Material	Not Applicable
Restrictions on use of Contract Material	Not Applicable

Restrictions on use of Service Provider's name, trade name or logo	The Agency will not name, refer to or identify the Service Provider in connection with the Key Personnel's work or represent to any third party that the Key Personnel has been provided by the Service Provider.
Confidential Information	**Agency data**: Indefinitely **Any Personal Information held by the Agency:** Indefinitely **Security Classified Information:** Indefinitely
Additional requirements	
Internal Working Papers	Not Applicable
Intellectual Property	Not Applicable
Key Personnel Requirements	Key Personnel must • sign a confidentiality deed upon commencement. • be a qualified accountant • have baseline security clearance sponsored by OAIC.
Return of confidential information	Not Applicable
Agency data storage requirements	Not Applicable
Agency security requirements	Not Applicable
Security	Security clearance as set out in the 'Key Personnel' section above.
Liability	Not Applicable
Agency insurance requirements	Not Applicable
Conditions/Restrictions for Personal Information	Not Applicable
Termination rights	Either party may terminate this Order on 5 business days written notice (including without limitation if any circumstances related to COVID-19 result in the Service Provider concluding that they are not able to provide the Key Personnel). The Service Provider may terminate the Order immediately by giving the Agency written notice if, in the Service Provider's reasonable opinion, the secondment in this Order would breach any applicable law, rule, regulation or professional standard, bring the Service Provider's reputation into disrepute, prejudice the Service

	Provider's ability to comply with any applicable independence requirement or expose the Key Personnel to unreasonable physical or personal risk.
Commonwealth Procurement Connected Policy Requirements	
Black Economy Policy	Not Applicable
Indigenous Procurement Policy	Not Applicable
Australian Industry Participation Policy	Not Applicable

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

BRENTON s22 [redacted]

name of authorised officer

s47F [redacted]

Signature of authorised officer

26/8/22

CFO

title of authorised officer

Signed for and on behalf of KPMG (ABN 51 194 660 183) by:

s47F

name of Service Provider's authorised representative

Partner

title of Service Provider's authorised representative

s47F

Signature of Service Provider's authorised representative

Outlook

RE: OAIC : KPMG Weekly Status Meeting 02/08, for Week 4 ending 29/07 [SEC=OFFICIAL]

From s22 [redacted] Brenton <s22 [redacted]@oaic.gov.au>
Date Fri 05-Aug-22 17:16
To HALE,Annamie s22 [redacted]@oaic.gov.au>
Cc s22 [redacted] Simon s22 [redacted]@oaic.gov.au>

Hi Annamie

Thank you, your support is appreciated.

I am in contact with KPMG and Mark for the APS 5.

Regards

Brenton

From: HALE,Annamie s22 [redacted]@oaic.gov.au>
Sent: Friday, 5 August 2022 3:54 PM
To: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Cc: s22 [redacted] Simon s22 [redacted]@oaic.gov.au>
Subject: RE: OAIC : KPMG Weekly Status Meeting 02/08, for Week 4 ending 29/07 [SEC=OFFICIAL]

Hi Brenton

I approve on the basis outlined.

Thanks for putting this together and let's also progress the more permanent APS5 finance position.

Many thanks

Annamie

OAIC

Annamie Hale | Assistant Commissioner
Corporate
Office of the Australian Information Commissioner
GPO Box 5218 Sydney NSW 2001 | oaic.gov.au
s22 [redacted]@oaic.gov.au

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From s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Sent: Friday, 5 August 2022 2:39 PM
To: HALE,Annamie s22 [redacted]@oaic.gov.au>
Cc: s22 [redacted] Simon s22 [redacted]@oaic.gov.au>
Subject: RE: OAIC : KPMG Weekly Status Meeting 02/08, for Week 4 ending 29/07 [SEC=OFFICIAL]

Hi Annamie

Initially I think s47G [redacted] would be good, this enables BAU and catch-up. Subject to workload we can potentially scale back to s47G [redacted] Simon agrees with this approach.

If we commence on 15 August and work through to 30 September the cost will be $39,375 plus GST. The cost would reduce by daily amount of s47G [redacted] each day that is s47G [redacted]

Total cost	
Hourly rate	s47G [redacted]
Hours	
Daily	
Days per week	
Cost	
Start	
End	
Total weeks	
Estimated cost	**$ 39,375.00**

KPMG are keen to discuss with me today, referred for your consideration.

Regards

Brenton

From: HALE,Annamie <s22 [redacted]@oaic.gov.au>
Sent: Friday, 5 August 2022 2:10 PM
To: s22 [redacted],Brenton <s22 [redacted]@oaic.gov.au>
Cc: [redacted] Simon <s22 [redacted]@oaic.gov.au>
Subject: RE: OAIC : KPMG Weekly Status Meeting 02/08, for Week 4 ending 29/07 [SEC=OFFICIAL]

Thanks for setting that out Brenton.

That sounds good to me.

How long do we envisage we need s47F [redacted] for and how many days a week? That would be good to establish so we can account for it in the budget (prior to getting our other APS5 onboard).

Many thanks

Annamie

Annamie Hale | Assistant Commissioner
Corporate
Office of the Australian Information Commissioner
GPO Box 5218 Sydney NSW 2001 | oaic.gov.au
s22 [redacted]@oaic.gov.au

| | | *Subscribe to Information Matters*

From s22 [redacted] Brenton <s22 [redacted]@oaic.gov.au>
Sent: Friday, 5 August 2022 1:53 PM
To: HALE,Annamie <s22 [redacted]@oaic.gov.au>

Cc: s22 [redacted] Simon s22 [redacted]@oaic.gov.au>
Subject: FW: OAIC : KPMG Weekly Status Meeting 02/08, for Week 4 ending 29/07 [SEC=OFFICIAL]
Importance: High

Hi Annamie

If we onboard s47F [redacted] the planned approach will be for s47F [redacted] to focus on year end activities and preparing the financial statements.

s47F [redacted] will look after:

- Day-to-day processes
- Bank reconciliation
- Accounts payable
- Month end processes for July and August
- General support end of year activities
- Ad-hoc requirements as arise.

Regards

Brenton

From s22 [redacted] Brenton
Sent: Thursday, 4 August 2022 6:00 PM
To: s22 [redacted] Simon s22 [redacted]@oaic.gov.au>
Cc: HALE,Annamie s22 [redacted]@oaic.gov.au>
Subject: FW: OAIC : KPMG Weekly Status Meeting 02/08, for Week 4 ending 29/07 [SEC=OFFICIAL]

Hi Simon

Can we please meet and discuss workload priorities for secondee from KPMG

Regards

Brenton

From: s47F [redacted]@kpmg.com.au>
Sent: Thursday, 4 August 2022 4:34 PM
To s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>; s47F [redacted] s47F [redacted]@kpmg.com.au>
Subject: RE: OAIC : KPMG Weekly Status Meeting 02/08, for Week 4 ending 29/07 [SEC=OFFICIAL]

Hi Brenton. Confirming that the rate for secondment of a senior con would be s47G [redacted] an hour (incl GST). For visibility this is the same as the rate per the rate card under the current contract we have with you (snip provided below). Let me know if you have any further questions.

Thank you:)

6. Professional fees, expenses and invoicing

6.1. Fees

Our fees with respect to the engagement will be charged on a time and costs basis. As at the date of the Engagement Letter, our normal hourly rates for work of this nature, inclusive of GST, are as follows:

Position	Hourly rate $ (GST Inclusive)
Level 6 Partner	s47G [redacted]
Level 5 Director	
Level 4 Associate Director	
Level 3 Manager	
Level 2 Senior Consultant	
Level 1 Consultant	

s47F [redacted]

Associate Director

Audit Assurance and Risk Consulting

CFO Advisory

KPMG

Level 38, Tower 3, 300 Barangaroo Avenue

Sydney NSW 2000 Australia

s47F [redacted]

kpmg.com.au

From: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Sent: Thursday, 4 August 2022 2:17 PM
To: s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>; s47F [redacted] s47F [redacted]@kpmg.com.au>
Subject: [EXTERNAL] RE: OAIC : KPMG Weekly Status Meeting 02/08, for Week 4 ending 29/07 [SEC=OFFICIAL]

Thanks s47F [redacted] talk then

From: s47F [redacted]@kpmg.com.au>
Sent: Thursday, 4 August 2022 2:07 PM
To: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>; s47F [redacted]

s47F @kpmg.com.au>
Subject: RE: OAIC : KPMG Weekly Status Meeting 02/08, for Week 4 ending 29/07 [SEC=OFFICIAL]

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.

Hi Brenton,

Sure all good and I will call you at 4:30pm to discuss SOP timelines.

s47F whom you have already met) are leading the efforts with respect to your requested secondment and will get in-touch with you shortly with an status update with respect to the daily rate – I have passed on your inquiries accordingly.

Much thanks and speak soon -

Best regards,

s47F
Associate Director
Finance Strategy & Performance
Management Consulting

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia
s47F

kpmg.com.au

From s22 Brenton s22 @oaic.gov.au>
Sent: Thursday, 4 August 2022 1:29 PM
To: s47F @kpmg.com.au>
Subject: [EXTERNAL] RE: OAIC : KPMG Weekly Status Meeting 02/08, for Week 4 ending 29/07 [SEC=OFFICIAL]

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Hi s47F

Thanks for sending this over. Are you free after 4.30pm to discuss? I have some questions about AP and related AR timeframes and effort.

Is there any further update on cost estimate for the secondment?

Regards

Brenton

From: s47F [redacted]@kpmg.com.au>
Sent: Thursday, 4 August 2022 11:20 AM
To: HALE.Annamie s22 [redacted]@oaic.gov.au>; s22 [redacted] Brenton s22 [redacted]@oaic.gov.au> s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>
Subject: RE: OAIC : KPMG Weekly Status Meeting 02/08, for Week 4 ending 29/07

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Hi Brenton and Annamie,

In addition to the forward email regarding our meeting Tuesday 02/08, as requested please attached (2nd file) the Draft OAIC Variation Cost Estimates and Timelines that we discussed.

Also re-attached for your convenience is the Status Report for Week 4 ending 29/07, which includes the cost estimates to-date as at 29 July 2022

Regarding your request for an estimated cost per SOP, during the current 5 week engagement 8 SOPs were developed with the averaged cost estimate per SOP being about s47G [redacted] and with a rough ranged cost estimate per SOP being s47G [redacted] contingent on complexity.

It has been a pleasure working with you and your team and helping support you through this transitional period.

I look forward speaking with you soon and warm regards,

Best regards,

s47F [redacted]
Associate Director
Finance Strategy & Performance
Management Consulting

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia

s47F [redacted]

kpmg.com.au

From: s47F [redacted]@kpmg.com.au>
Sent: Wednesday, 3 August 2022 3:55 PM
To: s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au> s47F [redacted]@kpmg.com.au> s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>; HALE,Annamie s22 [redacted]@oaic.gov.au>; s22 [redacted] Jacqueline s22 [redacted]@oaic.gov.au>
Subject: RE: OAIC : KPMG Weekly Status Meeting 02/08, for Week 4 ending 29/07

Hi All,

Thanks again for your time and inputs in our weekly status meeting yesterday Tuesday 02/08 for Week 4 ending 29/07, whereas we discussed the draft forward looking cost estimates and timelines (i.e. beyond the original scope of the 5 weeks' timeline) to which advised is on-hold. The in-process Draft SOPs #1 - 8 are to wrap-up this Friday 05/08 being the last day of engagement. It is noted we are awaiting OAIC's feedback on the 1st Draft SOPs # 6 – 8 (Procurement, Banking and Cash Management) by COB Wednesday 03/08 to be on-track.

Please see attached the following reference materials:

- Status Update for Week 4 ending 29/07, including cost estimates to-date, as at 29 July 2022
- Minutes - Actions & Decisions

Your attention to addressing the Actions & Decisions register on pages 2- 4, as we all have been assigned. If anything has inadvertently been missed or misstated, please let me know by this Friday 05/08 to make any necessary revisions.

Much thanks everyone, speak soon and warm regards,

Best regards,

s47F [redacted]

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia

s47F [redacted]

kpmg.com.au

-----Original Appointment-----
From: s47F [redacted]
Sent: Friday, 29 July 2022 1:30 PM
To: s47F s22 [redacted] Brenton; HALE,Annamie
Subject: OAIC : KPMG, Go-forward cost estimates and timelines
When: Tuesday, 2 August 2022 1:30 PM-2:00 PM (UTC+10:00) Canberra, Melbourne, Sydney.
Where: Microsoft Teams Meeting

Microsoft Teams meeting

Join on your computer or mobile app
Click here to join the meeting

Meeting ID: 376 887 389 109
Passcode: MHwnw8
Download Teams | Join on the web

Or call in (audio only)
+61 2 8318 0052,,581601345# Australia, Sydney
Phone Conference ID: 581 601 345#
Find a local number | Reset PIN

Learn More | Meeting options

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From: s47F [redacted]
To: s22 [redacted] Brent ; s47F [redacted]
Cc: s22 [redacted] Simon; s47F [redacted]
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]
Date: Wednesday, 18 January 2023 6:20:14 PM

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.

Thankyou for your email, Brenton. I hope you had an enjoyable festive season and wish you a happy new year. Thanks also for working with s47F [redacted] last week when I was on unplanned leave.

We are happy to be able to assist you and appreciate your flexibility. We agree to the change in terms outlined, being alternate nominated personnel and extension of term. All other terms remain the same.

From: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Sent: W day, 18 January 2023 5:38 PM
To: s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>
Cc: s22 [redacted] Simon s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>
Subject: [EXTERNAL] RE: Extension of secondment arrangement [SEC=OFFICIAL]

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Hi s47F [redacted]

Following discussion with s47F [redacted] today I understand s47F [redacted] can be assigned to OAIC and that s47F [redacted] is available next week. If s47F [redacted] could occur from week commencing Monday 30 January which will allow time for her profile to be set up. We also agree for s47F [redacted].

Seeking your approval to continue the arrangement to 28 February 2023.

Regards,

Brenton

From: s22 [redacted] Brenton
Sent: Thursday, 12 January 2023 5:13 PM
To: s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>
Cc: s22 [redacted] Simon s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

H s47F [redacted]

Further to the below, it would be great if s47F could s47F

Look forward to working through arrangements beyond 20 January.

Regards

Brenton

From: s22 Brenton s22 @oaic.gov.au>
Sent: Wednesday, 11 January 2023 6:15 PM
To: s47F @kpmg.com.au>; s47F @kpmg.com.au>
Cc s22 Simon s22 @oaic.gov.au>; s47F @kpmg.com.au>
Subject: Re: Extension of secondment arrangement [SEC=OFFICIAL]

Hi s47F

Thanks for your assistance and the confirmation.

Regards

Brenton

From: s47F @kpmg.com.au>
Sent: Wednesday, January 11, 2023 5:29:17 PM
To: s22 Brenton s22 @oaic.gov.au>; s47F @kpmg.com.au>
Cc: s22 Simon <s22 oaic.gov.au>; s47F @kpmg.com.au>
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

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.

Hi Brenton

We agree to the extension of s47F secondment to 20 January 2023. s47F can be available for 1-2 days on Thursday / Friday next week if required.

We will be back in touch next week to discuss potential arrangements beyond 20 January.

Best regards

s47F

From: s22 ,Brenton s22 @oaic.gov.au>
Sent: Wednesday, 11 January 2023 5:12 PM

To: s47F [redacted] kpmg.com.au>
Cc s22 [redacted] Simon <s22 [redacted] @oaic.gov.au>; s47F [redacted] @kpmg.com.au>;
s47F [redacted] @kpmg.com.au>
Subject: [EXTERNAL] Re: Extension of secondment arrangement [SEC=OFFICIAL]

Hi s47F [redacted]

Thanks for your assistance.

Could we please vary the contract and extend the end date to Friday 20 January 2023 to provide time to work through arrangements.

For your agreement.

Regards

Brenton

From: s47F [redacted] @kpmg.com.au>
Sent: Wednesday, January 11, 2023 4:41 pm
To: s22 [redacted] ,Brenton s22 [redacted] @oaic.gov.au>
Cc s22 [redacted] Simon s22 [redacted] @oaic.gov.au>; s47F [redacted] @kpmg.com.au>;
s47F [redacted] @kpmg.com.au>
Subject: RE: FW: Extension of secondment arrangement [SEC=OFFICIAL]

Hi Brenton/Simon. Good to connect with you just then Brenton. As discussed whilst the both of us try to work through details of need and how best we could address it from our end, if you could send the request to extend the contract for say a week or so for now to s47F [redacted] (cc'ed in this email) as s47F [redacted] on leave s47F [redacted] will still finish up this week in terms of work just that the contract stays in place. I can pick it up once I am back in the office early/mid next week

Thanks so much

From: s47F [redacted]
Sent: Wednesday, 11 January 2023 3:04 PM
To: s22 [redacted] ,Brenton s22 [redacted] @oaic.gov.au>
Cc: s22 [redacted] ,Simon <s22 [redacted] @oaic.gov.au>
Subject: RE: [EXTERNAL] FW: Extension of secondment arrangement [SEC=OFFICIAL]

Let me find out, depends on what else she has been booked on..

From: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Sent: Wednesday, 11 January 2023 1:58 PM
To: s47F [redacted]@kpmg.com.au>
Cc: s22 [redacted] ,Simon s22 [redacted]@oaic.gov.au>
Subject: [EXTERNAL] FW: Extension of secondment arrangement [SEC=OFFICIAL]

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Hi s47F [redacted]

As you will be aware, s47F [redacted] engagement is due to conclude this week. I wanted to check whether she has capacity to extend two days per week until the end of February 2023?

By way of background, our accounts team have experienced an increase in work volume and we will be looking to fill a part-time position.

Regards,

s47F [redacted]

From: s22 [redacted] ,Brenton
Sent: Friday, 16 December 2022 9:24 AM
To: s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>
Cc: s22 [redacted] ,Simon s22 [redacted]@oaic.gov.au>
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

Thanks s47F [redacted] enjoy the break too.

From: s47F [redacted]@kpmg.com.au>
Sent: Thursday, 15 December 2022 9:14 PM
To: s22 [redacted] ,Brenton s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>
Cc: s22 [redacted] ,Simon s22 [redacted]@oaic.gov.au>
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

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No problem at all, Brenton. We agree to that change of term. All others remain the same. Thankyou for working with us this year and all the best for the holiday season.

From: s22 ,Brenton s22 @oaic.gov.au>
Sent: Thursday, 15 December 2022 6:33 PM
To: s47F @kpmg.com.au>; s47F @kpmg.com.au>
Cc: s22 ,Simon s22 @oaic.gov.au>
Subject: [EXTERNAL] RE: Extension of secondment arrangement [SEC=OFFICIAL]

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Hi s47F

Confirming that s47F placement in the Finance team will conclude 31 December 2022. Although, I would like to extend s47F for an additional two business days in the week of 9 January 2023. I am requesting that the arrangement be extended to week concluding Friday 13 January 2023.

The additional two business days will be to continue and finalise laptop/mobile phone tracking worksheet.

Please note that I return from leave on 9 January, it would be good if s47F could attend from Tuesday 10 January.

Heather, please let me know if the above is suitable for KPMG.

Regards,

s47F

From: s47F @kpmg.com.au>
Sent: Thursday, 15 December 2022 5:56 PM
To: s22 Brenton s22 @oaic.gov.au>
Cc: s47F @kpmg.com.au>
Subject: FW: Extension of secondment arrangement [SEC=OFFICIAL]

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Hi Brenton. Good to briefly connect. If you are thinking of extending the current arrangement to week ending 13/1 (i.e this is week 1 of the 23 working year after mandatory closure period) then like previous if you could email the request to s47F Noting the current arrangement per below email covers till 31/12. Thanks so much, and have a good break:)

From: s47F @kpmg.com.au>
Sent: Monday, 28 November 2022 1:03 PM
To: s22 ,Brenton s22 @oaic.gov.au>

Cc: s47F @kpmg.com.au>; s22 ,Simon <s22 @oaic.gov.au>
Subject: Re: [EXTERNAL] RE: Extension of secondment arrangement [SEC=OFFICIAL]

Thankyou Brenton. It is our pleasure to agree to the extension of term as you set out below.

Sent from my iPhone

On 28 Nov 2022, at 12:32 pm, s22 ,Brenton s22 @oaic.gov.au> wrote:

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Hi s47F

Further to the below, could we please extend the attached arrangement through to 31 December 2022. The OAIC has now onboarded our new Finance Officer. Continuing s47F through to end of December will assist with transfer of knowledge and also enable OAIC to undertake various finance projects.

We will confirm with s47F at the start of each week whether one or two days of effort is required.

Referred for your endorsement.

Regards,

Brenton

<image001.jpg>

Brenton s22 Director, Corporate Services
Office of the Australian Information Commissioner
GPO Box 5288 Sydney NSW 2001 | oaic.gov.au
s22
s22 @oaic.gov.au

<image002.png> | <image003.png> | <image004.png> | <image005.png> *Subscribe to OAICnet newsletter*

From: s22 Brenton
Sent: Monday, 17 October 2022 5:39 PM
To: s47F @kpmg.com.au>
Cc: s47F @kpmg.com.au>; s22 Simon s22 @oaic.gov.au>

Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

Thanks s47F

From: s47F @kpmg.com.au>
Sent: Monday, 17 October 2022 8:02 AM
To: s22 ,Brenton s22 @oaic.gov.au>
Cc: s47F @kpmg.com.au>; s22 ,Simon
s22 @oaic.gov.au>
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

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.

Hi Brenton,

Of course, it is our pleasure to extend to 30 November. All other terms remain.

Kind regards

s47F

From: s22 ,Brenton s22 @oaic.gov.au>
Sent: Friday, 14 October 2022 5:17 PM
To: s47F @kpmg.com.au>
Cc: s47F @kpmg.com.au>; s22 ,Simon
s22 @oaic.gov.au>
Subject: [EXTERNAL] RE: Extension of secondment arrangement [SEC=OFFICIAL]

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Hi s47F

Further to the below, could we please extend the attached arrangement through to 30 November 2022. This will allow us adequate time to recruited an ongoing team member.

Referred for your endorsement.

Regards,

Brenton

<image001.jpg>

Brenton s22 | Director, Corporate Services
Office of the Australian Information Commissioner
GPO Box 5288 Sydney NSW 2001 | oaic.gov.au
s22
s22 oaic.gov.au

<image002.png> | <image003.png> | <image004.png> | <image005.png> *Subscribe to OAICnet newsletter*

From: s47F @kpmg.com.au>
Sent: Friday, September 30, 2022 2:04:54 PM
To: s22 ,Brenton s22 @oaic.gov.au>
Cc: s47F @kpmg.com.au>; OAIC - Finance s47E(d) @oaic.gov.au>
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

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.

Good afternoon Brenton,

I am vey pleased that we have been able to assist you and welcome the opportunity to continue to offer support. I agree to your proposed change.

Kind regards

s47F

From: s22 ,Brenton s22 @oaic.gov.au>
Sent: Thursday, 29 September 2022 7:40 PM
To: s47F @kpmg.com.au>
Cc: s47F @kpmg.com.au>; OAIC - Finance s47E(d) @oaic.gov.au>
Subject: [EXTERNAL] Extension of secondment arrangement [SEC=OFFICIAL]

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Dear s47F

As you will be aware the Office of the Australian Information Commissioner has expressed interest in extending the current secondment arrangement until around mid-November. I understand s47F is assigned to another project from start of

October.

I propose to extend the attached agreement to Friday 14 October to allow time for a replacement secondee to be sourced. This will allow time for us to settle a revised agreement.

If you could please indicate your agreement by return email.

Regards

Brenton
<image001.jpg>

Brenton s22 [redacted] | Director, Corporate Services and Chief Financial Officer
Office of the Australian Information Commissioner
GPO Box 5218 Sydney NSW 2001 oaic.gov.au
s22 [redacted]
s22 [redacted]

<image002.png> | <image003.png> | <image004.png> | <image005.png>*Subscribe to OAICnet newsletter*

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KPMG

Level 38, Tower 3
300 Barangaroo Avenue
Sydney NSW 2000
Australia
ABN 51 194 660 183

PO Box H67
Australia Square NSW 1213
Australia

Fax +61 2 9335 7001
Phone +61 2 9335 7000

Tax Invoice

Office of the Australian
Information Commissioner
ATTN: Mrs Annamie Hale
GPO Box 5218
NSW 2001

Date :	12 August 2022
Contact :	s47F
Telephone :	
Invoice number :	821467329
Entity number :	9101
Client code :	901887
Payment due date :	11 September 2022
Total payable :	AUD 39,804.22
Client Reference No :	4500147947

PROFESSIONAL SERVICES RENDERED
Final Invoice, for the week ending 05 August 2022

Fees		36,185.65
Total GST payable		3,618.57
Total Payable	AUD	39,804.22

Please send your payment with either this remittance slip or the attached Remittance Advice and Payment Options to,
KPMG Accounts receivable, PO Box 2291U Melbourne VIC 3001 Australia

Please quote Client payment code and Invoice number with payment

Client name	Office of the Australian	Date	12 August 2022
Client payment code	901887	Payment due date	11 September 2022
Invoice number	821467329	Total payable	AUD 39,804.22
Entity number	9101	Contact	s47F

KPMG

Remittance Advice and Payment Options

Please quote Client payment code and Invoice number with payment

Client name	Office of the Australian	Date	12 August 2022
Client payment code	901887	Payment due date	11 September 2022
Invoice number	821467329	Total payable	AUD 39,804.22
Entity number	9101	Contact	s47F [redacted]

Direct Deposit

Payment for invoice can be made by transferring funds to:

s47G

Bank name	[redacted]
Address	
Account name	
Swift code	
BSB no	
Account no	
Reference / description	

We prefer invoices to be paid individually. We would appreciate receipt of this remittance advice to assist in correct allocation. Select one of the following methods to advise us of your deposit.

Fax **Fax number:**	Attention: Accounts Receivable 1300 369 317
Email	s47G [redacted]
Mail **Mail to:**	Attention: Accounts Receivable PO Box 2291U Melbourne VIC 3001 Australia

B PAY

Biller Code: s47G [redacted]
Ref:

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

Credit Card

To make a payment by credit card, visit www.kpmg.com/au/onlinepayment. We accept Visa, Mastercard and American Express.

Invoice Number	821467329
Client Code	901887

Payment Plan

Our invoices are to be paid in full by the due date. If you want to arrange a payment plan, you can enter into an arrangement with QuickFee to pay by monthly instalments over a maximum term of 12 months. Terms and conditions apply. For more information or to arrange a quote, please get in touch with your KPMG contact.

s22

From: OAIC - Invoice
Sent: Friday, 28 October 2022 7:43 AM
To: OAIC - Invoice
Subject: FW: Engagement for Finance Process Support for OAIC [SEC=OFFICIAL]
Attachments: FW: Engagement for Finance Process Support for OAIC [SEC=OFFICIAL]

From: s22 ,Brenton s22 @oaic.gov.au>
Sent: Thursday, 27 October 2022 6:03 PM
To: s22 ,Lorraine s22 @oaic.gov.au>
Cc: s22 Simon s22 @oaic.gov.au>; s22 Anh s22 @oaic.gov.au>; OAIC - Invoice s47E(d) @oaic.gov.au>
Subject: RE: Engagement for Finance Process Support for OAIC [SEC=OFFICIAL]

Hi Lorraine

Confirming the additional expenditure is known and was explained by KPMG during development of the SOPs. It relates to rearranging the schedule due to s47F and adjusted timeframes.

Regards

Brenton

From s22 Lorraine s22 oaic.gov.au>
Sent: Thursday, 27 October 2022 4:27 PM
To: s22 ,Brenton s22 @oaic.gov.au>
Cc: s22 Simon s22 @oaic.gov.au> s22 Anh s22 @oaic.gov.au>; OAIC - Invoice s47E(d) @oaic.gov.au>
Subject: FW: Engagement for Finance Process Support for OAIC [SEC=OFFICIAL]

Hi Brenton

It would appear that the attached invoice relates to the following addition to KPMG PO#4500147947 for the SOP documentation project:

KPMG	Annamie Hale	Addition to PO#30910 SAP PO#4500147947	$219,450.00	MAS panel order D2022/006142	HUB 21/6	D2022/013837

As mentioned by s47F below there has been an invoice paid against this item for the amount of $184,671.84 leaving a remaining balance of $34,778.16.
The attached invoice is for the amount of $39,804.22 – an overspend of $5,026.06.

Assuming that the invoice is correct, are you able to approve an increase to PO#45001479747 for the amount of $5,026.06 to enable payment of this invoice?

Many thanks
Lorraine

Purchase Order Number	Date	Status	Purchasing Group	Vendor
4500147947	14.06.2022	Released	OAIC	0000850

Display Purchase Order 4500147947

Close Release Edit Check Print Preview Gazette

Number 4500147947 **Status** Released **Vendor** KPMG **Created By** LORRAINE s22 [redacted]

Header | Items | Delivery Address | **History** | Comments | Attachments

Purchase Order history

Goods Receipt History

Item	Line Item Text	Material Document	Reference Documen
00010	Shared service existing PO#30910	5000499952	
00020	Extension letter 23 May 2022	5000501940	
		5000499952	
00030	Extension letter 17 June 2022 Finance	5000507667	

Invoice History

Item	Line Item Text	Material Document	Reference Doc
00010	Shared service existing PO#30910	5105769492	5000499952
00020	Extension letter 23 May 2022	5105771340	5000501940
		5105769492	5000499952
00030	Extension letter 17 June 2022 Finance	5105777076	5000507667

From: HALE,Annamie s22 [redacted]@oaic.gov.au>
Sent: Thursday, 27 October 2022 4:02 PM
To: s22 [redacted],Brenton s22 [redacted]@oaic.gov.au>; s22 [redacted] Lorraine s22 [redacted]@oaic.gov.au>
Cc: s22 [redacted],Simon s22 [redacted]@oaic.gov.au> s22 [redacted] Anh s22 [redacted]@oaic.gov.au>
Subject: FW: Engagement for Finance Process Support for EC=OFFICIAL]

Hi Lorraine – can you please follow up?

Many thanks

Annamie

OAIC

Annamie Hale | Assistant Commissioner
Corporate
Office of the Australian Information Commissioner
GPO Box 5218 Sydney NSW 2001 | oaic.gov.au
s22 [redacted] oaic.gov.au

Subscribe to Information Matters

From: s47F [redacted]@kpmg.com.au>
Sen[redacted] Thursday, 27 October 2022 3:48 PM
To: s22 [redacted] Brenton s22 [redacted] oaic.gov.au>; HALE,Annamie s22 [redacted]@oaic.gov.au>
Cc: s47F [redacted]@kpmg.com.au>
Subject: RE: Engagement for Finance Process Support for OAIC

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Hi Annamie and Brenton,

I hope you are both doing well and that everything has been going positively with your new finance manager and the support gained from the secondment role.

As always, we are here to discuss any additional future support you may be contemplating to help frame the discussions and objectives to see how best we may assist.

Thank you very much for your prompt payment on invoice # 821465930 for $185k, it is appreciated.

It was just brought to my attention there is another [final] invoice for $40k which is outstanding which you may have likely missed as it was buried in the zip-file attached in the forward email from 15/08. I have re-attached this final invoice for your convenience and much thanks for your attention on this one, too.

We look forward to hearing from you soon as and when you are ready, and hope everything is going more smoothly for you and the team.

Warm regards,

Best regards,

s47F [redacted]
Associate Director
Finance Strategy & Performance
Management Consulting

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia
s47F [redacted]

kpmg.com.au

From: s47F [redacted]@kpmg.com.au>
Sent: Monday, 15 August 2022 6:13 PM
To: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Cc: HALE,Annamie <s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>; s47F [redacted] s47F [redacted]@kpmg.com.au>
Subject: Engagement for Finance Process Support for OAIC

Dear Brenton,

We appreciate the opportunity to have assisted OAIC in the conduct of SOP development for key end to end processes. As of 5th of August 2022, we have completed all services as provided in our engagement letter dated 17th June 2022.

The re-attached deliverables are working drafts for your continued development / enhancement.

The information included in these deliverables was obtained from you and your team on or before 5th of August 2022. We have no obligation to update our deliverable or to revise the information contained therein to reflect events and transactions occurring subsequent to the date it was issued in draft form.

As described in our engagement letter, this report has not been prepared on KPMG letterhead and does not contain the KPMG logo or other references to KPMG. OAIC management have reviewed and approved these deliverable and take full responsibility for them. The deliverable is to be considered an internal document that may be distributed as OAIC management determine to be appropriate, but must not make any reference to KPMG.

Also attached is the final Invoice and Status Report for the last week of engagement ending 5th of August 2022.

Please contact s47F [redacted] at s47F [redacted] if you have any questions or comments.

As part of KPMG's commitment to delivering quality service we regularly seek feedback from our clients regarding our engagement performance. We would value your time in completing a short online survey which will be sent to you from our Client Insights Team.

We thank you and the relevant OAIC personnel for all the assistance provided in conducting this engagement and we look forward to continuing to provide service to your organisation.

Yours faithfully,

s47F [redacted]

s47F [redacted]
Associate Director
Finance Strategy & Performance
Management Consulting

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia
s47F [redacted]

kpmg.com.au

****

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KPMG
Level 38, Tower 3
300 Barangaroo Avenue
Sydney NSW 2000
Australia
ABN 51 194 660 183

PO Box H67
Australia Square NSW 1213
Australia

Fax +61 2 9335 7001
Phone +61 2 9335 7000

Tax Invoice

Office of the Australian
Information Commissioner
ATTN: Mrs Annamie Hale
GPO Box 5218
NSW 2001

Date :	12 August 2022
Contact :	s47F [redacted]
Telephone :	[redacted]
Invoice number :	821467329
Entity number :	9101
Client code :	901887
Payment due date :	11 September 2022
Total payable :	AUD 39,804.22
Client Reference No :	4500147947

PROFESSIONAL SERVICES RENDERED

Final Invoice, for the week ending 05 August 2022

Fees		36,185.65
Total GST payable		3,618.57
Total Payable	AUD	39,804.22

Please send your payment with either this remittance slip or the attached Remittance Advice and Payment Options to,
KPMG Accounts receivable, PO Box 2291U Melbourne VIC 3001 Australia

Please quote Client payment code and Invoice number with payment

Client name	Office of the Australian	Date	12 August 2022
Client payment code	901887	Payment due date	11 September 2022
Invoice number	821467329	Total payable	AUD 39,804.22
Entity number	9101	Contact	s47F [redacted]

KPMG

Remittance Advice and Payment Options

Please quote Client payment code and Invoice number with payment

Client name	Office of the Australian	Date	12 August 2022
Client payment code	901887	Payment due date	11 September 2022
Invoice number	821467329	Total payable	AUD 39,804.22
Entity number	9101	Contact	s47F [redacted]

Direct Deposit

Payment for invoice can be made by transferring funds to:

Bank name	s47G [redacted]
Address	
Account name	
Swift code	
BSB no	
Account no	
Reference / description	

We prefer invoices to be paid individually. We would appreciate receipt of this remittance advice to assist in correct allocation. Select one of the following methods to advise us of your deposit.

Fax **Fax number:**	Attention: Accounts Receivable 1300 369 317
Email	s47G [redacted]@kpmg.com.au
Mail **Mail to:**	Attention: Accounts Receivable PO Box 2291U Melbourne VIC 3001 Australia

B PAY

Biller Code: s47G [redacted]
Ref:

Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

Credit Card

To make a payment by credit card, visit www.kpmg.com/au/onlinepayment. We accept Visa, Mastercard and American Express.

Invoice Number	821467329
Client Code	901887

Payment Plan

Our invoices are to be paid in full by the due date. If you want to arrange a payment plan, you can enter into an arrangement with QuickFee to pay by monthly instalments over a maximum term of 12 months. Terms and conditions apply. For more information or to arrange a quote, please get in touch with your KPMG contact.

Outlook

RE: FW: Last day next week [SEC=UNOFFICIAL]

From s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Date Fri 10-Mar-23 15:02
To s47F [redacted]@kpmg.com.au>
Cc s47F [redacted]@kpmg.com.au>; s22 [redacted] Anh <Anh s22 [redacted]@oaic.gov.au>; s47F [redacted] s47F [redacted]@oaic.gov.au>

Hi s47F [redacted]

Tuesday will be great for collection. I will be out of the office however Eun will be in, please contact her on s22 [redacted] s22 [redacted]

Have a great weekend,

Brenton

From: s47F [redacted]@kpmg.com.au>
Sent: Friday, 10 March 2023 12:10 PM
To: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Cc: s47F [redacted]@kpmg.com.au> s22 [redacted] Anh <Anh s22 [redacted]@oaic.gov.au>
Subject: RE: FW: Last day next week [SEC=UNOFFICIAL]

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.

Hi Brenton,

That's no problem, thanks for confirming, I will send through the FBT work to Anh through my OAIC email today.

I can return my laptop earlier then on Tuesday at 12:30pm if that works for you? I will be working at another client near by.

Always a pleasure and was great working with the team once again!

Thank you,
s47F [redacted]

From: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Sent: Friday, 10 March 2023 11:17 AM
To: s47F [redacted]@kpmg.com.au>
Cc: s47F [redacted]@kpmg.com.au>; s22 [redacted] Anh <Anh s22 [redacted]@oaic.gov.au>
Subject: [EXTERNAL] FW: Last day next week [SEC=UNOFFICIAL]

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Hi s47F [redacted]

Thanks for your email, apologies that I didn't reply yesterday. I checked the conclusion date and OAIC agreed to 10 March with KPMG. The extra time was for your OAIC ICT profile.

We will need to wrap up as of yesterday. I understand you were assisting Anh with FBT calculations – could you please email him work completed to date. You will be able to do so from your OAIC laptop.

Please let me know your preferred time to drop the laptop on Thursday.

A big thanks from me and the OAIC team for all your support and dedication during the two secondments. We really valued your contribution!

Regards,

Brenton

From: s22 [redacted] Vaneezeh s22 [redacted]@oaic.gov.au>
Sent: Thursday, 9 March 2023 12:31 PM
To: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Subject: Last day next week [SEC=UNOFFICIAL]

Hi Brenton,

Hope you are well.

Wanting to s47F [redacted] it had been communicated to me the extension was up till the week of the 13/03, s47F [redacted]

Please let me know if any issues, s47F [redacted]o thought best to confirm!

Thanks,
Vaneezeh

Vaneezeh s22 [redacted] | Finance Officer
Office of the Australian Information Commissioner
GPO Box 5228 Sydney NSW 2001 | oaic.gov.au
s22 [redacted]@oaic.gov.au

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****

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Outlook

FW: Extension of secondment arrangement [SEC=OFFICIAL]

From s22 [redacted] renton <s22 [redacted] @oaic.gov.au>
Date Fri 10-Mar-23 10:08
To s22 [redacted] Anh s22 [redacted] oaic.gov.au>
Cc s22 [redacted] imon <s22 [redacted] @oaic.gov.au>

Hi Anh

s47F [redacted] I will check with s47F [redacted]

Regards

Brenton

From: s22 [redacted] Brenton
Sent: Friday, 24 February 2023 5:33 PM
To: s47F [redacted] @kpmg.com.au> s47F [redacted] @kpmg.com.au>
Cc: s22 [redacted] imon s22 [redacted] rone@oaic.gov.au>; s47F [redacted] @kpmg.com.au>
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

Thanks s47F [redacted] have a nice weekend.

From: s47F [redacted] @kpmg.com.au>
Sent: Friday, 24 February 2023 5:08 PM
To: s22 [redacted] ,Brenton s22 [redacted] @oaic.gov.au>; s47F [redacted] @kpmg.com.au>
Cc: s22 [redacted] Simon s22 [redacted] @oaic.gov.au>; s47F [redacted] @kpmg.com.au>
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

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.

Hi Brendan,

Congratulations on the new addition to the team. We are glad to have helped you with additional capacity to date and welcome the opportunity to support on a smooth transition. As with past extensions, all terms remain the same but for the later end date.

I hope you and the team enjoy a good weekend.

Kind regards

s47F [redacted]

From: s22 [redacted] Brenton s22 [redacted] @oaic.gov.au>
Sent: Friday, 24 February 2023 3:20 PM
To: s47F [redacted] @kpmg.com.au>; s47F [redacted] @kpmg.com.au>

Cc s22 Simon s22 @oaic.gov.au>; s47F @kpmg.com.au>
Subject: [EXTERNAL] RE: [EXTERNAL] RE: Extension of secondment arrangement [SEC=OFFICIAL]

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Dear s47F

As flagged via s47F the OAIC has appointed a new team member to join our finance unit. They are joining OAIC in mid-March and we would be grateful if you could approve extending s47F secondment until 10 March 2023. The secondment will follow the same terms of s47G s47F

For your approval.

Regards,

Brenton

From: s47F @kpmg.com.au>
Sent: Wednesday, 18 January 2023 6:20 PM
To: s22 Brenton s22 @oaic.gov.au>; s47F @kpmg.com.au>
Cc: s22 Simon s22 @oaic.gov.au>; s47F @kpmg.com.au>
Subject: RE: [EXTERNAL] RE: Extension of secondment arrangement [SEC=OFFICIAL]

Thankyou for your email, Brenton. I hope you had an enjoyable festive season and wish you a happy new year. Thanks also for working with s47F last week when I was on unplanned leave.

We are happy to be able to assist you and appreciate your flexibility. We agree to the change in terms outlined, being alternate nominated personnel and extension of term. All other terms remain the same.

From s22 Brenton s22 @oaic.gov.au>
Sent: Wednesday, 18 January 2023 5:38 PM
To: s47F @kpmg.com.au>; s47F @kpmg.com.au>
Cc: s22 Simon s22 @oaic.gov.au>; s47F @kpmg.com.au>
Subject: [EXTERNAL] RE: Extension of secondment arrangement [SEC=OFFICIAL]

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Hi s47F

Following discussion with s47F today I understand s47F can be assigned to OAIC and that s47F is available next week. If s47F could occur from week commencing Monday 30 January which will allow time for her profile to be set up. We also agree for s47F s47F

Seeking your approval to continue the arrangement to 28 February 2023.

Regards,

Brenton

From s22 Brenton
Sent: Thursday, 12 January 2023 5:13 PM
To: s47F @kpmg.com.au>; s47F @kpmg.com.au>
Cc: s22 Simon s22 @oaic.gov.au>; s47F @kpmg.com.au>
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

Hi s47F [redacted]

Further to the below, it would be great if Holly could attend OAIC's office on Thursday/Friday next week.

Look forward to working through arrangements beyond 20 January.

Regards

Brenton

From s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Sent: Wednesday, 11 January 2023 6:15 PM
To: s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>
Cc: s22 [redacted] Simon s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>
Subject: Re: Extension of secondment arrangement [SEC=OFFICIAL]

Hi s47F [redacted]

Thanks for your assistance and the confirmation.

Regards

Brenton

From: s47F [redacted]@kpmg.com.au>
Sent: Wednesday, January 11, 2023 5:29:17 PM
To: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>
Cc: s22 [redacted] Simon s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

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Hi Brenton

We agree to the extension of s47F [redacted] secondment to 20 January 2023. s47F [redacted] can be available for 1-2 days on Thursday / Friday next week if required.

We will be back in touch next week to discuss potential arrangements beyond 20 January.

Best regards
s47F [redacted]

From s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Sent: Wednesday, 11 January 2023 5:12 PM
To: s47F [redacted]@kpmg.com.au>
Cc s22 [redacted] Simon s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>; s47F [redacted] s47F [redacted]@kpmg.com.au>
Subject: [EXTERNAL] Re: Extension of secondment arrangement [SEC=OFFICIAL]

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Hi s47F [redacted]

Thanks for your assistance.

Could we please vary the contract and extend the end date to Friday 20 January 2023 to provide time to work through arrangements.

For your agreement.

Regards

Brenton

From: s47F [redacted]@kpmg.com.au>
Sent: Wednesday, January 11, 2023 4:41 pm
To: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Cc: s22 [redacted],Simon s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au> s47F [redacted]
s47F [redacted]@kpmg.com.au>
Subject: RE: FW: Extension of secondment arrangement [SEC=OFFICIAL]

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Hi Brenton/Simon. Good to connect with you just then Brenton. As discussed whilst the both of us try to work through details of need and how best we could address it from our end, if you could send the request to extend the contract for say a week or so for now to s47F [redacted](cc'ed in this email) as s47F [redacted] on leave. s47F [redacted] will still finish up this week in terms of work just that the contract stays in place. I can pick it up once I am back in the office early/mid next week

Thanks so much

From: s47F [redacted]
Sent: Wednesday, 11 January 2023 3:04 PM
To: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Cc: s22 [redacted] Simon s22 [redacted]@oaic.gov.au>
Subject: RE: [EXTERNAL] FW: Extension of secondment arrangement [SEC=OFFICIAL]

Let me find out, depends on what else she has been booked on..

From: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Sent: Wednesday, 11 January 2023 1:58 PM
To: s47F [redacted]@kpmg.com.au>
Cc: s22 [redacted] Simon s22 [redacted]@oaic.gov.au>
Subject: [EXTERNAL] FW: Extension of secondment arrangement [SEC=OFFICIAL]

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Hi s47F [redacted]

As you will be aware s47F [redacted] engagement is due to conclude this week. I wanted to check whether she has capacity to extend s47G [redacted] until the end of February 2023?

By way of background, our accounts team have experienced an increase in work volume and we will be looking to fill a part-time position.

Regards,

Brenton

From: s22 [redacted] Brenton
Sent: Friday, 16 December 2022 9:24 AM
To: s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>
Cc: s22 [redacted] Simon < s22 [redacted]@oaic.gov.au>
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

Thanks s47F [redacted] enjoy the break too.

From: s47F [redacted]@kpmg.com.au>
Sent: Thursday, 15 December 2022 9:14 PM
To: s22 [redacted] Brenton < s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>
Cc: s22 [redacted] Simon < s22 [redacted]@oaic.gov.au>
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

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No problem at all, Brenton. We agree to that change of term. All others remain the same. Thankyou for working with us this year and all the best for the holiday season.

From s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Sent: Thursday, 15 December 2022 6:33 PM
To: s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>
Cc: s22 [redacted] Simon < s22 [redacted]@oaic.gov.au>
Subject: [EXTERNAL] RE: Extension of secondment arrangement [SEC=OFFICIAL]

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Hi s47F [redacted]

Confirming that s47F [redacted] placement in the Finance team will conclude 31 December 2022. Although, I would like to extend s47F [redacted] for an additional two business days in the week of 9 January 2023. I am requesting that the arrangement be extended to week concluding Friday 13 January 2023.

The additional two business days will be to continue and finalise laptop/mobile phone tracking worksheet.

Please note that I return from leave on 9 January, it would be good if s47F [redacted] could attend from Tuesday 10 January.

s47F [redacted] please let me know if the above is suitable for KPMG.

Regards,

Brenton

From: s47F [redacted]@kpmg.com.au>
Sent: Thursday, 15 December 2022 5:56 PM
To s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Cc: s47F [redacted]@kpmg.com.au>
Subject: FW: Extension of secondment arrangement [SEC=OFFICIAL]

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Hi Brenton. Good to briefly connect. If you are thinking of extending the current arrangement to week ending 13/1 (i.e this is week 1 of the 23 working year after mandatory closure period) then like previous if you could email the request to s47F [redacted] Noting the current arrangement per below email covers till 31/12. Thanks so much, and have a good break:)

From: s47F [redacted]@kpmg.com.au>
Sent: Monday, 28 November 2022 1:03 PM
To: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Cc: s47F [redacted]@kpmg.com.au>; s22 [redacted] Simon s22 [redacted]@oaic.gov.au>
Subject: Re: [EXTERNAL] RE: Extension of secondment arrangement [SEC=OFFICIAL]

Thankyou Brenton. It is our pleasure to agree to the extension of term as you set out below.

Sent from my iPhone

> On 28 Nov 2022, at 12:32 pm, s22 [redacted] Brenton s22 [redacted]@oaic.gov.au> wrote:
>
> **CAUTION:** This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.
>
> Hi s47F [redacted]
>
> Further to the below, could we please extend the attached arrangement through to 31 December 2022. The OAIC has now onboarded our new Finance Officer. Continuing s47F [redacted] through to end of December will assist with transfer of knowledge and also enable OAIC to undertake various finance projects.
>
> We will confirm with s47F [redacted] at the start of each week whether one or two days of effort is required.
>
> Referred for your endorsement.
>
> Regards,
>
> s22 [redacted]
>
> <image001.jpg>
>
> **Brenton** s22 [redacted] | Director, Corporate Services
> Office of the Australian Information Commissioner
> GPO Box 5288 Sydney NSW 2001 | oaic.gov.au

s22 [redacted]
s22 [redacted]@oaic.gov.au

<image002.png> | <image003.png> | <image004.png> | <image005.png> *Subscribe to OAICnet newsletter*

From: s22 [redacted] Brenton
Sent: Monday, 17 October 2022 5:39 PM
To: s47F [redacted]@kpmg.com.au>
Cc: s47F [redacted]@kpmg.com.au>; s22 [redacted] Simon s22 [redacted]@oaic.gov.au>
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

Thanks s47F [redacted]

From: s47F [redacted]@kpmg.com.au>
Sent: Monday, 17 October 2022 8:02 AM
To: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Cc: s47F [redacted]@kpmg.com.au>; s22 [redacted] Simon s22 [redacted]@oaic.gov.au>
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

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.

Hi Brenton,

Of course, it is our pleasure to extend to 30 November. All other terms remain.

Kind regards

s47F [redacted]

From: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Sent: Friday, 14 October 2022 5:17 PM
To: s47F [redacted]@kpmg.com.au>
Cc: s47F [redacted]@kpmg.com.au>; s22 [redacted] Simon s22 [redacted]@oaic.gov.au>
Subject: [EXTERNAL] RE: Extension of secondment arrangement [SEC=OFFICIAL]

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Hi s47F [redacted]

Further to the below, could we please extend the attached arrangement through to 30 November 2022. This will allow us adequate time to recruited an ongoing team member.

Referred for your endorsement.

Regards,

Brenton

<image001.jpg> s22 [redacted] | Director, Corporate Services

Office of the Australian Information Commissioner
GPO Box 5288 Sydney NSW 2001 |
oaic.gov.au
s22 [redacted]
s22 [redacted]@oaic.gov.au

<image002.png> | <image003.png> | <image004.png> | <image005.png> *Subscribe to OAICnet newsletter*

From: s47F [redacted]@kpmg.com.au>
Sent: Friday, September 30, 2022 2:04:54 PM
To: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Cc: s47F [redacted]@kpmg.com.au>; OAIC - Finance <s47E(d) [redacted]@oaic.gov.au>
Subject: RE: Extension of secondment arrangement [SEC=OFFICIAL]

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Good afternoon Brenton,

I am vey pleased that we have been able to assist you and welcome the opportunity to continue to offer support. I agree to your proposed change.

Kind regards

s47F [redacted]

From s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Sent: Thursday, 29 September 2022 7:40 PM
To: s47F [redacted]@kpmg.com.au>
Cc: s47F [redacted]@kpmg.com.au>; OAIC - Finance <s47E(d) [redacted]@oaic.gov.au>
Subject: [EXTERNAL] Extension of secondment arrangement [SEC=OFFICIAL]

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Dear s47F [redacted]

As you will be aware the Office of the Australian Information Commissioner has expressed interest in extending the current secondment arrangement until around mid-November. I understand s47F [redacted] is assigned to another project from start of October.

I propose to extend the attached agreement to Friday 14 October to allow time for a replacement secondee to be sourced. This will allow time for us to settle a revised agreement.

If you could please indicate your agreement by return email.

Regards

Brenton
<image001.jpg>

Brenton s22 [redacted] Director, Corporate Services and Chief Financial Officer

Office of the Australian Information Commissioner
GPO Box 5218 Sydney NSW 2001 | oaic.gov.au
s22 [redacted]
s22 [redacted]@oaic.gov.au
<image002.png> | <image003.png> | <image004.png> | <image005.png> *Subscribe to OAICnet newsletter*

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Outlook

(For signature) RE: OAIC REVISED Draft Engagement Letter for Review, Connecting - s47F [redacted] and Brenton s22 [redacted] contact details [SEC=OFFICIAL]

From s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Date Mon 20-Jun-22 15:39
To HALE,Annamie <s22 [redacted]@oaic.gov.au>

1 attachment (349 KB)
OAIC_Finance Support_17 June 2022 (2022.06.17).pdf;

Hi Annamie

Could you please sign and I can refer to KPMG. Will ask Lorraine for internal procurement paperwork.

Regards

Brenton

From: HALE,Annamie <s22 [redacted]@oaic.gov.au>
Sent: Monday, 20 June 2022 12:10 PM
To s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>; s22 [redacted] Simon s22 [redacted]@oaic.gov.au>; s22 [redacted] Melanie s22 [redacted]@oaic.gov.au>
Subject: RE: OAIC REVISED Draft Engagement Letter for Review, Connecting - s47F [redacted] and Brenton s22 [redacted] contact details [SEC=OFFICIAL]

Thanks for your feedback Simon and Brenton.

I agree with the time input required at our end.

Let's proceed.

Annamie

Annamie Hale | Assistant Commissioner
Corporate
Office of the Australian Information Commissioner
GPO Box 5218 Sydney NSW 2001 | oaic.gov.au
s22 [redacted]@oaic.gov.au
| | | *Subscribe to Information Matters*

From s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Sent: Monday, 20 June 2022 12:05 PM
To: s22 [redacted] Simon s22 [redacted]@oaic.gov.au>; HALE,Annamie s22 [redacted]@oaic.gov.au>; s22 [redacted] Melanie s22 [redacted]@oaic.gov.au>
Subject: RE: OAIC REVISED Draft Engagement Letter for Review, Connecting - s47F [redacted] and Brenton s22 [redacted] contact details [SEC=OFFICIAL]

Hi all

The proposal covers off the discussion – noting that the aim is to capture best practice processes. The engagement will assist in clarifying finance officer roles.

Regards,

Brenton

From: s22 [redacted] <Simon.s22 [redacted]@oaic.gov.au>
Sent: Monday, 20 June 2022 9:19 AM
To: HALE,Annamie s22 [redacted]@oaic.gov.au>; s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>; s22 [redacted] Melanie s22 [redacted]@oaic.gov.au>
Subject: RE: OAIC REVISED Draft Engagement Letter for Review, Connecting - s47F [redacted] and Brenton s22 [redacted] contact details [SEC=OFFICIAL]

Hi Annamie

I don't see many options. It needs to be done now.

I would just remind everybody that they will probably want a fair slab of staff time as they work through the process. It is necessary to be able to do the job.

The other ongoing benefit is it then gives OAIC a structure to follow for other SOPs in the future.

Regards
Simon

OAIC

Simon s22 [redacted] **FCA FCPA** | Financial Adviser
Office of the Australian Information Commissioner
GPO Box 5218, Sydney, NSW, 2001 | oaic.gov.au
s22 [redacted]@oaic.gov.au

| | | Subscribe to Information Matters

From: HALE,Annamie s22 [redacted]@oaic.gov.au>
Sent: Monday, 20 June 2022 7:44 AM
To: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>; s22 [redacted] Simon s22 [redacted]@oaic.gov.au> s22 [redacted] Melanie s22 [redacted]@oaic.gov.au>
Subject: FW: OAIC REVISED Draft Engagement Letter for Review, Connecting s47F [redacted] and Brenton s22 [redacted] contact details [SEC=OFFICIAL]

Hi Brenton, Simon and Mel

This engagement letter reflects our discussions. I note the cost has increased throughout the discussions we have had, but I don't see any alternative at this stage and we can cease progressing if we are unhappy with he initial invoicing process developed, prior to the other streams being progressed.

I note KPMG will need access to SAP and our systems to properly do this work? Can you confirm how they can do this and start next week Brenton?

Open to hear others thoughts? Otherwise I suggest I sign the agreement and work commences this week.

Many thanks

Annamie

OAIC

Annamie Hale | Assistant Commissioner
Corporate
Office of the Australian Information Commissioner
GPO Box 5218 Sydney NSW 2001 | oaic.gov.au
s22 [redacted]@oaic.gov.au

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From: s47F [redacted]@kpmg.com.au>
Sent: Friday, 17 June 2022 4:58 PM
To s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>; HALE,Annamie s22 [redacted]@oaic.gov.au>
Cc: s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au; s47F [redacted] s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>
Subject: RE: OAIC REVISED Draft Engagement Letter for Review, Connecting s47F [redacted] and Brenton s22 [redacted] contact details [SEC=OFFICIAL]

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Hi Brenton,

Thank you very much again for your and Annamie's time this morning for our continued discussions.

We have amended as expeditiously as possible the attached Engagement Letter to reflect our main discussion points.

We look forward to speaking with you on Monday 20/06 to discuss a practical commencement date and collaborate on the mobilisation of both our teams, upon your written approval.

Speak soon and warm regards,

Best regards,

s47F [redacted]
Associate Director
Finance Strategy & Performance
Management Consulting

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia

s47F [redacted]

kpmg.com.au

KPMG

From: s47F @kpmg.com.au>
Sent: Thursday, 16 June 2022 11:58 AM
To: s22 Brenton s22 @oaic.gov.au>; HALE,Annamie s22 @oaic.gov.au>
Cc: s47F @kpmg.com.au>; s47F @kpmg.com.au>; s47F @kpmg.com.au>; s47F s47F @kpmg.com.au>; s47F @kpmg.com.au>
Subject: RE: REVISED Draft Engagement Letter for Review, Connecting - s47F and Brenton s22 contact details [SEC=OFFICIAL]

Hi Brenton,

Sure, will send the invite now for 10:30am (Sydney time) for tomorrow Friday 17/06.

Thanks and speak soon with you and Annamie.

Best regards,
s47F
Associate Director
Finance Strategy & Performance
Management Consulting

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia
s47F

kpmg.com.au

KPMG

From s22 Brenton s22 @oaic.gov.au>
Sent: Thursday, 16 June 2022 10:59 AM
To: s47F @kpmg.com.au>; HALE,Annamie s22 @oaic.gov.au>
Cc: s47F @kpmg.com.au>; s47F @kpmg.com.au>; s47F @kpmg.com.au>; s47F s47F @kpmg.com.au>; s47F @kpmg.com.au>
Subject: [EXTERNAL] RE: REVISED Draft Engagement Letter for Review, Connecting - s47F and Brenton s22 contact details [SEC=OFFICIAL]

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Hi s47F

Unfortunately the proposed time is not suitable at our end. Can we schedule the meeting tomorrow at 10.30am for 30 minutes?

Regards,

Brenton

From: s47F @kpmg.com.au>
Sent: Wednesday, 15 June 2022 6:31 PM
To: s22 Brenton s22 @oaic.gov.au>; HALE,Annamie <s22 @oaic.gov.au>
Cc: s47F @kpmg.com.au>; s47F @kpmg.com.au>; s47F @kpmg.com.au>; s47F s47F @kpmg.com.au>; s47F @kpmg.com.au>
Subject: RE: REVISED Draft Engagement Letter for Review, Connecting - s47F and Brenton s22 contact details [SEC=OFFICIAL]

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Hi Brenton,

We had an internal meeting today to discuss your revised request as outlined in your forward email.

We would like to meet with you and Annamie this Friday 17/06 at 3:30pm, and have coordinated our schedules so the key individuals cc'd are able to attend.

Hopefully this time is suitable for you and Annamie, too - please let me know.

We look forward to speaking soon and thank you.

Warm regards,

Best regards,

s47F [redacted]
Associate Director
Finance Strategy & Performance
Management Consulting

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia
s47F [redacted]

kpmg.com.au

From: s47F [redacted]@kpmg.com.au>
Sent: Tuesday, 7 June 2022 3:25 PM
To: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Cc: HALE,Annamie s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>; s47F [redacted] s47F [redacted]kpmg.com.au>; s47F [redacted]kpmg.com.au>
Subject: RE: REVISED Draft Engagement Letter for Review, Connecting s47F [redacted] and Brenton s22 [redacted] contact details [SEC=OFFICIAL]

Hi Brenton,

Thanks for your response. The revised request outlined below is noted and will require a change in resourcing and approach to accommodate.

We will arrange an internal meeting as soon as possible and revert back with any additional questions.

Warm regards,

Best regards,

s47F [redacted]
Associate Director
Finance Strategy & Performance
Management Consulting

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia
s47F [redacted]

kpmg.com.au

From: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Sent: Tuesday, 7 June 2022 2:50 PM
To: s47F [redacted]@kpmg.com.au>
Cc: HALE,Annamie <Annamie.Hale@oaic.gov.au> s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au> s47F [redacted]

s47F @kpmg.com.au>; s47F @kpmg.com.au>
Subject: [EXTERNAL] RE: REVISED Draft Engagement Letter for Review, Connecting s47F and Brenton s22 contact details [SEC=OFFICIAL]

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Hi s47F

Thank you also for your time last week to discuss the development of procedural documents.

The Office of the Australian Information Commissioner (OAIC) would like to proceed with the proposal subject to amendment. As you will recall, the OAIC's payroll and finance teams are not yet subject matter experts. We are therefore engaging KPMG to bring the necessary expertise to develop the procedures from both an officer's perspective and that of the best practice.

This means that OAIC is seeking to capture business processes that meet our PGPA Act obligations, audit requirements whilst simultaneously streamlining processes. We are not seeking to capture processes that staff have developed. The OAIC requires KPMG to develop and embed steps within procedures that achieve our objectives. I acknowledge that this is not an advisory engagement.

Additionally, the OAIC requires that the proposal note each process will need to be fully developed and accepted by us prior to work commencing on the next set.

Can you please revise the proposal to specifically capture the above.

We will also need to review the schedule, we are considering starting with invoices and then reverting to payroll. It would be good to discuss the flow of work.

I will look into providing select members of the KPMG team with system access. Can you advise if any of the proposed members hold an Australian Government security clearance? Alternatively, I can provide access subject to a NSW police check. If we can discuss.

Regards,

Brenton

OAIC

Brenton s22 Director, Corporate Services and Chief Financial Officer
Office of the Australian Information Commissioner
GPO Box 5218 Sydney NSW 2001 | oaic.gov.au
s22 @oaic.gov.au

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From: s47F @kpmg.com.au>
Sent: Thursday, 2 June 2022 4:58 PM
To: s22 Brenton s22 @oaic.gov.au>; HALE Annamie s22 @oaic.gov.au>; s47F @kpmg.com.au>; s47F s47F @kpmg.com.au>; s47F @kpmg.com.au>
Cc: s47F @kpmg.com.au>
Subject: RE: REVISED Draft Engagement Letter for Review, Connecting - s47F nd Brenton s22 contact details [SEC=OFFICIAL]

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Hi Brenton,

Thanks for your and Annamie's time on Tuesday 31/05 where we further discussed a risk-based prioritised approach whereas efforts will focus on agreed gaps within key processes which will be developed and iterated with key OAIC stakeholders for review and further enhancement.

We have amended the attached Engagement Letter accordingly to reflect our key discussion points. It should also be noted that we needed to correct the pay-grade of s47F rom 'Consultant' to 'Manager', however have balanced this by presenting s47F Partner time as 'Investment' (i.e. non-chargeable).

If you are able to get us written approval by tonight or Monday 6/06, we can then arrange a mobilisation call for both our KPMG/OAIC Finance teams with a view to commence on Monday 13/06.

We will look to work on-site with your team to the extent it is practical and effective to do so.

We look forward to hearing from you soon to support your team and preparing to mobilise our teams collectively.

Thank you and speak soon.

Best regards,

s47F
Associate Director
Finance Strategy & Performance
Management Consulting

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia

s47F [redacted]

kpmg.com.au

From: s47F [redacted]@kpmg.com.au>
Sent: Thursday, 26 May 2022 1:54 PM
To: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>; s47F [redacted] s47F [redacted]@kpmg.com.au>
Cc: HALE,Annamie <s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>
Subject: RE: [EXTERNAL] RE: Draft Engagement Letter for Review, Connecting s47F [redacted] and Brenton s22 [redacted] contact details [SEC=OFFICIAL]

Hi Brenton,

Thanks for your time where we discussed next steps and your requirements in more detail. We have reflected on this and included an update based on our understanding of your needs below. Note that if you would like to proceed, we will look to update an Engagement Letter and confirm resourcing at that point.

1. **Finance SAP HUB Procedure Assessment:** Review of current Department of Finance procedures and identification of activity / task gaps that will need to be performed by OAIC Finance in support of these processes. This assessment will include identifying process gaps, documenting if they are proposed to be completed in or out of system, associated frequency, and any control considerations.
2. **Finance Procedural Documentation:** Leveraging the Department of Finance procedures (within SAP HUB), KPMG will work with the OAIC Finance team to develop augmented procedure documents that capture additional activities to be performed by OAIC Finance.

While supporting the above, we will leverage our internal SMEs to understand PGPA requirements and consider internal controls. Please note that this is an advisory engagement, which is not subject to auditing, review or assurance standards issued by the Australian Auditing and Assurance Standards Board and, consequently no opinions or conclusions intended to convey assurance will be expressed. In addition to this, we will not look to provide any SAP training support throughout which would need to be considered separately.

KPMG resources will work together with OAIC Finance which as stated is on a Time & Materials basis service agreement.

The estimated daily/weekly run-rate shown below may vary based on work demand, resources required, and or availability of KPMG and OAIC resources. We look to work with you post initial mobilisation / review meetings to confirm the optimal resourcing mix, weekly deliverables and representative run rate costs.

			Days Effort by Resource				Ranged Cost Estimate (Time & Materials)	
Advisory Team	Proposed Resourcing	Grade	Week 1	Week 2	Week 3	Week 4	3 weeks of Support	4 weeks of Support
FS&P	s47F [redacted]	s47G [redacted]						
AARC	s47G [redacted]							
SAP Tech	s47F [redacted]							
SAP Tech								
SAP Tech								
			Estimated Ranged Cost (Time & Materials)				$93,015	$124,020
			Average Weekly Run-Rate				$31,005	$31,005

As discussed, we will require confirmation of a proposed start date to confirm the above resourcing. If you would like to proceed, please let us know so that we can arrange a mobilisation call.

Please let us know if there is anything further that you require or have enhancements to the above.

Warm regards,

Best regards,

s47F [redacted]
Associate Director
Finance Strategy & Performance
Management Consulting

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia

s47F [redacted]

kpmg.com.au

KPMG

From: s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>
Sent: Wednesday, 18 May 2022 6:32 PM
To: s47F [redacted]@kpmg.com.au>; s22 [redacted] Brenton s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>
Cc: HALE,Annamie s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>
Subject: [EXTERNAL] RE: Draft Engagement Letter for Review, Connecting s47F [redacted] and Brenton s22 [redacted] contact details [SEC=OFFICIAL]

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Hi s47F [redacted]

Thank you for the quote and following phone calls. We have successfully transition our ICT and payroll services to Department of Education, Skills and Employment and to the Service Delivery Office.

With regards to the proposal, I recall we discussed a few different approaches – one being an initial set of baseline artefacts which would be followed by more comprehensive documents. Could you please remind me if the quote captures the two step process or reflects the first phase? OAIC is seeking end-to-end processes that align with required staff actions, compliance activities and PGPA Act obligations.

Additionally, we are looking for confirmation that KPMG staff assigned to this work have a breadth of experience with SAP. My team has limited or no experience with the new system and therefore can only share general corporate knowledge during exploration discussions.

Are you and the team available to discuss deliverables and the estimate tomorrow at 3pm? Happy to look for an alternate time.

Regards

Brenton
s22 [redacted]

From: s47F [redacted]kpmg.com.au>
Sent: Monday, 9 May 2022 8:04 PM
To: s22 [redacted] Attard s22 [redacted]@oaic.gov.au> s47F [redacted]@kpmg.com.au>
Cc: Annamie Hale s22 [redacted]@oaic.gov.au>; s47F [redacted]@kpmg.com.au>
Subject: RE: Draft Engagement Letter for Review, Connecting s47F [redacted] and Brenton s22 [redacted] contact details [SEC=OFFICIAL]

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Hi Brenton,

Good timing and thanks again for your time last Friday to discuss the support you and your finance team require during this high pressure situation as processes are being transitioned to the Department of Finance.

s47F [redacted] and I have spent considerable thought of how to best support you and have identified 3 resources to action our proposed approach. Of course, if this does not align with your expectations we can reduce the resourcing.

We look forward continuing to support you through this transition and please let me know if you have any enhancements or proposed changes to the attached Draft Engagement Letter.

Please feel free to call me this evening on my mobile if you would like to discuss, otherwise we can connect tomorrow morning in due course.

If you are able to get us written approval tonight or tomorrow, we will be able to have our team support you from tomorrow forward.

We look forward to hearing from you soon and kicking-off with you and your finance team.

Thank you -

Best regards,

s47F [redacted]
Associate Director
Finance Strategy & Performance
Management Consulting

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia

s47F [redacted]

kpmg.com.au

From: Brenton s22 [redacted]@oaic.gov.au>
Sent: Monday, 9 May 2022 6:58 PM
To: s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>
Cc: Annamie Hale s22 [redacted]@oaic.gov.au>
Subject: [EXTERNAL] RE: Connecting - s47F [redacted] and Brenton s22 [redacted] contact details [SEC=OFFICIAL]

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Hi s47F [redacted]

Thanks for checking-in.

Our Procurement manager has confirmed we can proceed under the existing arrangement. To do so we need a quote for the work and once agreed both the order form and KPMG will be varied.

Please send over the quote and we can take it from there.

Regards

Brenton

From: s47F [redacted]@kpmg.com.au>
Sent: Monday, 9 May 2022 6:51 PM
To: Brenton s22 [redacted]@oaic.gov.au> s47F [redacted]@kpmg.com.au>
Cc: Annamie Hale s22 [redacted]@oaic.gov.au>
Subject: RE: Connecting - s47F [redacted] and Brenton s22 [redacted] contact details [SEC=OFFICIAL]

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Hi Brenton,

Hope you're going well.

Checking-in to see if you had an update on your side and from the Procurement Manager with next steps.

Much thanks and we look forward to hearing from you soon -

Best regards,

s47F [redacted]
Associate Director
Finance Strategy & Performance
Management Consulting

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia
s47F [redacted]

kpmg.com.au

From: Brenton s22 [redacted]@oaic.gov.au>
Sent: Friday, 6 May 2022 8:43 PM
To: s47F [redacted]@kpmg.com.au>; s47F [redacted]@kpmg.com.au>

Cc: Annamie Hale s22 [redacted]@oaic.gov.au>
Subject: [EXTERNAL] RE: Connecting - s47F [redacted] and Brenton s22 [redacted] contact details [SEC=OFFICIAL]

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Hi s47F [redacted]

Thanks for your time this afternoon.

I have reviewed the terms of engagement and confirm:

- OAIC's request for quote under the Management Advisory Services Panel specifically included standard and business operating procedures
- The KPMG engagement letter of 11 April 2022 excludes these items
- The order for services under the Management Advisory Services Panel links the required work back to the letter of 11 April.

My Procurement Manager will confirm whether we can complete a variation on Monday. I anticipate this will be the case. This would mean the terms of engagement would proceed under the current arrangement.

I will keep you updated.

s47F [redacted] - my contact details are below.

Regards

Brenton

Brenton s22 [redacted] Director, Corporate Services and Chief Financial Officer
Office of the Australian Information Commissioner
GPO Box 5218 Sydney NSW 2001 | oaic.gov.au
s22 [redacted]@oaic.gov.au

Subscribe to OAICnet newsletter

From s47F [redacted]@kpmg.com.au>
Sent: Friday, 6 May 2022 5:20 PM
To: Brenton s22 [redacted]@oaic.gov.au>
Cc: s47F [redacted]@kpmg.com.au>
Subject: Connecting - s47F [redacted] and Brenton s22 [redacted] contact details

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

Hi Brenton,

Think this has been a very productive late afternoon for all of us and look forward to connecting with you on Monday.

Have a good weekend and please see below contact details for s47F [redacted] also cc'd).

Any questions, please contact me anytime on my mobile as we have been doing, thanks.

s47F [redacted]
Partner
Management Consulting

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia

s47F [redacted]

Best regards,

s47F [redacted]
Associate Director
Finance Strategy & Performance
Management Consulting

KPMG
Tower Three
International Towers Sydney
300 Barangaroo Avenue
Sydney NSW 2000 Australia

s47F [redacted]

kpmg.com.au

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Attention: Annamie Hale
Office of the Australian Information Commissioner
GPO Box 5218
Sydney NSW 2001

Our ref Finance Process Support

Contact s47F

17 June 2022

Dear Annamie

Engagement to provide support with the documentation of key processes and supporting procedures for processes post transition to the Department of Finance

Thank you for the extension of our current engagement to provide Office of the Australian Information Commission (ABN 85 249 230 937) (**you**) with change and implementation planning support services (**Engagement**).

This letter (**Engagement Letter**), together with KPMG's Terms and Conditions of Business, as attached in Appendix 1 (**Terms**), confirms our understanding of the **Time and Materials** to be provided (**Services**) and the terms of the Engagement.

Please indicate your acceptance of the terms by signing the acknowledgement at the end of the Engagement Letter and returning the signed Engagement Letter to me.

1. Scope

Through the transition of support processes to the Department of Finance, we understand that new SAP and business processes will be required. While some work has been completed by OAIC and the Department of Finance, current documentation does not sufficiently capture processes and associated procedures that OAIC Finance will need to perform.

In response to this, OAIC has asked KPMG to support with the following activities:

1) **Process Assessment & Gap Identification:** Review of E2E processes to identify where there are key gaps that require documentation
2) **Process and Procedure Documentation:** Collaborative development of supporting process materials and procedures to address the above prioritised process gaps

There are seven Finance processes that have been agreed as in scope of this review including:

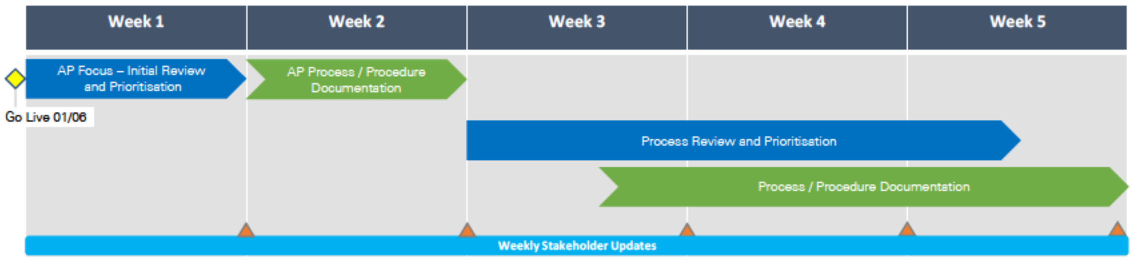
- **Hire to Retire:** Payroll

- **Revenue to Bank:** Bank and Cash Management, Sales / Accounts Receivable
- **Procure to Pay:** Accounts Payable and Payment Processing, Procurement / Contract Management
- **Additional Processes:** PAYG and BAS

To clarify the level of detail that you expect through this engagement, we have discussed initially commencing with the Accounts Payable process and a weekly progress review to align on priorities and progress. This will enable alignment on total estimated effort and where activities can be continued by OAIC or through KPMG.

When developing supporting processes and procedures, we will work closely with you to agree the appropriate level of detail and supporting evidence having regard to internal control requirements and the PGPA Act context. OAIC will provide KPMG with access to any materials which will help with accelerated documentation such as SAP Hub, other Government SOPs and access to the CSSRP standards. KPMG will leverage both Government better practice and KPMG collateral to bring challenge and better practice insights into the materials that are to be developed.

The following high-level plan provides an overview of the proposed activities over the next 5 weeks with a weekly review point to ensure that KPMG are supporting your prioritised areas of focus.



Note: Multiple processes may be concurrently actioned from Week 2 with agreed prioritisation from OAIC.

Key assumptions in developing this scope:

- **Approach:** Please note that this is an advisory engagement, which is not subject to auditing, review or assurance standards issued by the Australian Auditing and Assurance Standards Board and, consequently no opinions or conclusions intended to convey assurance will be expressed
- **Additional KPMG Specialist Resourcing:** If additional subject matter expertise is required in support of this program of work, we will identify this requirement and engage OAIC in advance to size any additional associated cost
- **Information and Systems Access:** We have assumed that KPMG will have access to required Government materials and key systems to enable documentation of processes. This will be required at the commencement of the engagement to ensure that the above timeline and milestones can be met.

- **Systems Access:** If access cannot be provided, OAIC will provide access to resourcing to support 'walk throughs' of processes where gaps can be investigated and screen shots taken to help with the development of the procedure documentation
- **OAIC Engagement:** Key OAIC Finance stakeholders will be available to assist with prioritisation, review, enhancement, and acceptance of developed documentation
- **Out of Scope Processes:** We will work with you should additional processes be identified. If further support is required to document additional processes, we will determine the impact on proposed resourcing and support and seek approval in advance
- **Business / Operational Activities:** We have assumed that our focus will be on Finance activities and that additional business / employee tasks will be covered through business as usual (BAU) support
- **Department of Finance Engagement:** We assume that throughout the engagement we will have access to key Department of Finance resourcing to validate SAP HUB content, OAIC processes, workflow and requirements
- **SAP Training:** KPMG will not be providing SAP training as part of this engagement

2. Deliverable/s

The deliverable/s for the Engagement will consist of the following, as requested by you:

- OAIC branded processes and procedures developed in an agreed format.

These are collectively referred to as the **Deliverables.**

Draft Deliverable/s will be provided to you on an iterative basis for review, comment and approval prior to final delivery.

3. Use of Deliverable/s

The Deliverable/s provided to you, as part of the Engagement, is/are solely for the purpose/s set out in the *Scope* Section of the Engagement Letter.

The above *Deliverables* Section specifies that a non-KPMG branded deliverable will be provided under the Engagement. When a deliverable is prepared with your branding applied, or is unbranded (i.e. plain paper), once it is provided to you in final form, the deliverable becomes your internal working document for which you are responsible, and which you may alter or amend as you consider appropriate, provided that you do not reference KPMG. For the avoidance of doubt, nothing in this paragraph affects

KPMG's ownership of its internal working documents and the intellectual property rights in the Services.

4. Timetable

The anticipated timetable for the Engagement is as follows:

Milestone	Estimated Timing
1 – Review of current state AP processes	Week 1
2 – Iterative Handover of process and procedure content	Weeks 2 - 5

You will be provided with weekly periodic updates on the progress of the Engagement as necessary. If there is a preference for more regular Agile updates, we will work with you to ensure that these are integrated into our program cadence. In conducting the Engagement, we shall use all reasonable endeavors to meet the anticipated timetable and, if required, we will advise you of any milestones of the Engagement that we feel are at risk of not being met.

5. Engagement team

Our proposed team will consist of KPMG professionals with the appropriate knowledge and experience in project and change management. I will serve as the overall engagement relationship Partner and will lead the Engagement. We will draw upon additional KPMG resources as considered appropriate and at your approval.

We will also draw upon the specific skills and experience of the following Assisting Parties:

Assisting Party	Geographical location where the services will be performed or if applicable, where the cloud computing will be hosted including failover sites	Nature and extent of the services to be performed or if applicable, nature of the cloud computing resource
s47F [redacted]	Sydney, Australia	Engagement Partner
	Perth, Australia	SME SAP Tech / Finance
	Sydney, Australia	Finance Lead
	Sydney, Australia	PGPA SME
	Sydney, Australia	SME SAP Tech / Finance

s47F [redacted]	Sydney, Australia	SME SAP Tech / Finance
	Sydney, Australia	Finance Support

6. Professional fees, expenses and invoicing

6.1. Fees

Our fees with respect to the engagement will be charged on a time and costs basis. As at the date of the Engagement Letter, our normal hourly rates for work of this nature, inclusive of GST, are as follows:

Position	Hourly rate $ (GST Inclusive)
Level 6 Partner	s47G [redacted]
Level 5 Director	
Level 4 Associate Director	
Level 3 Manager	
Level 2 Senior Consultant	
Level 1 Consultant	

On the above basis, we estimate that our fees to complete the engagement will be in the range of $199,500 based on an initial estimate of 5 weeks excluding and associated expenses and GST.

The estimated daily/weekly run-rate shown below may vary based on work demand, resources required, and or availability of KPMG and OAIC resources.

		Days Effort by Resource					Cost Estimate (Time & Materials)
Proposed Resourcing	Grade	Week 1	Week 2	Week 3	Week 4	Week 5	5 weeks of Support
s47F [redacted]	s47G [redacted]						
						Estimated Ranged Cost (Time & Materials)	$199,500
						Average Weekly Run-Rate	$39,900

If reduced KPMG or additional specialised expertise is required in support of this program of work (i.e. Tax), KPMG will agree this in advance.

6.2. Expenses

Please note that any Expenses incurred as part of our work will be re-charged on the basis of costs incurred.

6.3. Invoices

The fee amount will be determined based on time and costs (as outlined above) and will be billed monthly in instalments.

7. COVID-19

COVID-19 has the potential to materially and adversely affect our ability to provide the Services under the Agreement.

Each party will co-operate with the other in implementing reasonable mitigation measures to enable us to perform the Services in a way that seeks to limit the risk or potential impact related to COVID-19.

If the performance of the Services is delayed or otherwise adversely affected by COVID-19 or any circumstances related to COVID-19 (including, without limitation, unavailability of personnel), we will not be liable for any failure to perform the Services and the time for performance of the Services will be extended by any such reasonable period as is advised by us.

If COVID-19, or any circumstances related to COVID-19, result in the parties being unable to put in place service performance mitigation measures that we consider appropriate or we conclude that we are not able to perform the Services, either party may terminate the Agreement by providing 5 business days' notice in writing.

8. Terms

As noted, the Terms are attached in Appendix 1 and form part of, and should be read in conjunction with, the Engagement Letter.

9. General Matters

We look forward to [the continuation of] our association with you and welcome the opportunity to provide you with any additional services that you may require in the future.

Please contact us if you require clarification of the above matters.

Yours faithfully

s47F

[redacted]

Partner

Enclosures:
Appendix 1: KPMG Terms and Conditions of Business

Acknowledgment

The terms of the Engagement, as provided in the above Engagement Letter and the attached Terms, are understood and accepted for and on behalf of Office of the Australian Information Commissioner (ABN 85 249 230 937), for whom I am duly authorised.

Signed: ………………………………………………………….

Name: ………………………………………………………….

Position: ………………………………………………………….

Date: ………………………………………………………….

Appendix 1

KPMG Terms and Conditions of Business

1. Introduction

1.1. This Agreement governs the provision of the Services.

1.2. You can accept this Agreement as described in our engagement letter, or by continuing to instruct us in relation to the Services. This Agreement applies to all Services, including those provided prior to such acceptance.

2. Our Services

2.1. We may engage Assisting Parties to assist us in performing the Services.

2.2. Unless expressly specified in the engagement letter, the Services are not performed in accordance with any auditing, review or assurance standards, and the use of the terms "audit", "assurance", "review" or similar in any materials, including the engagement letter or any Deliverable, or in any other form, whether express or implied, written or verbal, is not intended to suggest otherwise. The Services do not include the provision of legal advice or services.

2.3. We may provide services to persons whose interests compete or conflict with yours, provided that where we determine that the provision of such services gives rise to a specific and direct conflict of interest we will put in place appropriate ethical dividers.

3. Information and access provided by you

3.1. You agree to promptly provide us and any Assisting Parties with all relevant assistance, information, access to personnel, systems, technology, equipment and other materials, as well as safe access to premises, reasonably required by us to provide the Services.

3.2. We will rely on the accuracy and completeness of Your Materials and we will not verify it. You must notify us in writing of any changes to Your Materials that may affect our Services.

3.3. In providing the Services, we will only be regarded as having or knowing information provided to or known by the Personnel providing the Services. This is the case even if other Personnel have separately been provided with or know additional information.

3.4. We may Use information obtained in performing the Services:

a) for Business Purposes, provided that any output is anonymised or aggregated so that no Personal Information or information relating specifically to you is reasonably identifiable; and

b) in order to identify and mitigate any quality, conduct or risk management issue.

3.5. We will store information obtained in performing the Services in accordance with our policy set out at www.kpmg.com/au/3Pcloudproviders.

4. Use of our Services

4.1. Any Deliverable is for your sole use and benefit and may only be used for the purposes set out in this Agreement or otherwise agreed by us in writing. Subject to clauses 6.2 and 6.3, you may not provide any Deliverable to a third party, or use our name, logo or trademarks in any marketing, promotional material or other publication, unless required by law or with our prior written consent.

4.2. We will not update the Deliverables after we have delivered them in final form, and will not be responsible for any changes you make to them without our prior written consent.

4.3. You are responsible and accountable for managing your business and affairs and deciding what to do after receiving the Services, including whether to implement our advice or recommendations and complying with laws and regulations that affect you.

5. Our fees

5.1. You agree to pay:

a) our fees as set out in the engagement letter and any reasonable expenses incurred in connection with the Services;

b) our technology and administration charge (being 3.5% of our fees); and

c) where applicable, compliance charges as detailed in clause 5.4.

5.2. Our fees, expenses and charges are exclusive of GST (unless stated otherwise). In addition to the amount payable, you must pay us any GST applicable to any Taxable Supplies we make, and we will provide you with tax invoices for those supplies.

5.3. You agree to pay our fees, expenses and charges, plus any applicable GST, within 14 days from the date of issue of our invoice.

5.4. If we are required by law or by reason of any judicial, regulatory, professional or administrative process to produce documents, provide information or give evidence in connection with the Services, or if we determine it is necessary to investigate any matter disclosed to us as an Eligible Recipient, you agree to:

a) pay for the time spent by us at our then-current rates, and any expenses incurred by us, in complying with that requirement, except where a claim or regulatory action is against us; and

b) promptly cooperate with us, including providing any consent, to the extent necessary for us to comply with that requirement.

6. Confidentiality and IP

6.1. Each party will keep the other's Confidential Information confidential and use it only for the purposes permitted in this Agreement, including performing or receiving the Services. Each party will protect the other's Confidential Information as it would protect its own, using at least a reasonable standard of care.

6.2. Each party may disclose the other's Confidential Information:

a) to its legal advisers and external auditors;

b) where we are the recipient of the Confidential Information:

i. to any Assisting Party;

ii. to our insurers, professional advisers or financiers;

iii. to the extent necessary for us or Personnel to comply with applicable professional and ethical standards or codes, or where we are required to do so by a regulatory or disciplinary body; or

iv. in accordance with clause 3.4;

c) to the extent required by law; or

d) with the prior written consent of the disclosing party.

Except for disclosure under paragraphs (b)(iii), (b)(iv) or (c), the recipient must ensure that any person to whom it makes a disclosure is required to keep the Confidential Information confidential on substantially the same basis as this clause 6.

6.3. Notwithstanding any other provision of this Agreement, where the Services are tax services and either:

a) you are:

i. an entity that is registered with the United States Securities and Exchange Commission (an **SEC Registrant**); or

ii. an affiliate of an SEC Registrant,

that is audited by a Member Firm; or

b) the Services involve providing advice on a transaction or event, the consequences of which may be reflected on a US tax return,

you may disclose to any third party any part of the Deliverables that relate to the tax treatment and structure of any transaction to which the Services relate (**Tax Deliverables**).

6.4. Where clause 6.3 is applicable:

a) you must promptly notify us of who the Tax Deliverables have been disclosed to and any confidentiality conditions imposed at any time in relation to those Tax Deliverables; and

b) if you disclose any Tax Deliverables to any third party you must (where legally permissible to do so and prior to disclosing any Tax Deliverables) notify the recipient in writing and obtain the recipient's written acknowledgement that the recipient may not: (i) rely upon the Tax Deliverables; and (ii) hold Member Firms liable for any liability arising in connection with the Services. You must promptly provide us with a copy of the written acknowledgement.

6.5. We may use and disclose:

a) knowledge, experience and skills of general application gained through the provision of the Services; and

b) your name, contact details, logo and a description of the Services for marketing purposes.

6.6. We own our internal working documents and we or our licensors own, or have appropriate rights relating to, all intellectual property rights in the Services. We grant you a non-exclusive, non-transferable, royalty-free licence to use the Deliverables as described in clause 4.1.

6.7. This Agreement does not affect the ownership of any intellectual property rights in Your Materials. You grant us a non-exclusive, non-transferable, royalty-free licence to Use Your Materials as described in this Agreement, including to provide the Services. You must ensure Use of Your Materials in accordance with this Agreement does not infringe the rights of any third party.

7. Privacy

7.1. We may Use (including disclosing to persons located outside Australia) Personal Information as set out in our privacy policy at www.kpmg.com.au.

7.2. You agree to provide all necessary notifications and obtain any necessary permissions or consents in connection with our Use of Personal Information or Confidential Information as contemplated by this Agreement.

8. Liability

8.1. Where any scheme approved under professional standards legislation applies to any Services, our liability in relation to the Services to which the scheme applies is limited in accordance with the scheme.

8.2. Where clause 8.1 does not apply, to the extent permitted by law our maximum aggregate liability is limited to the lesser of 10 times the fees paid by you for the Services or $20 million.

8.3. To the extent permitted by law, we are not liable for any: (a) indirect or consequential loss or damage; or (b) loss of or damage to business, goodwill, or reputation; loss of revenue or profits; loss of, damage to, or unauthorised access to data; or business interruption.

8.4. If a guarantee or other provision is implied or imposed by law in connection with the Services or this Agreement, and we are permitted to do so, our liability for breach of that guarantee or other provision is limited to one or more of the following at our option:

a) in the case of goods: the replacement or repair of the goods or the supply of equivalent goods; or the payment of the cost of replacing or repairing the goods or acquiring equivalent goods; and

b) in the case of services: the re-supply of the services; or the payment of the cost of having services re-supplied.

8.5. This clause 8 applies to any claim or liability in connection with the Services or this Agreement, regardless of the basis on which it arises, whether in contract, tort (including negligence), under statute or otherwise.

8.6. You agree not to bring any claim against any Member Firms (other than us) or Personnel in connection with any Services they perform which fail to meet the requirements of the Agreement. You acknowledge that damages are unlikely to be an adequate remedy for your breach of this clause 8.6, and we may enforce this clause 8.6 on behalf of other Member Firms and Personnel.

9. Suspension and termination

9.1. We may suspend the Services for so long as: any fees payable by you are overdue; you fail to provide us with assistance, information or access required under clause 3; or there is a dispute the subject of clause 10.

9.2. Either party may terminate this Agreement immediately by written notice to the other if: the other materially breaches this Agreement and fails to remedy that breach on 14 days' notice; the other becomes insolvent; or the Services are suspended for more than 21 days under clause 9.1.

9.3. We may also terminate this Agreement immediately by written notice if, in our reasonable opinion, our provision of Services:

a) does or would breach or is inconsistent with any applicable laws, regulations, professional or ethical standards or codes or internal directions or policies (including any requirements relating to independence);

b) has the potential to bring us into disrepute; or

c) may expose Personnel to unreasonable physical or personal risk.

9.4. Termination does not affect any accrued rights of either party, including your obligation to pay our fees, expenses and charges for work performed up to the effective date of termination.

10. Dispute Resolution

10.1. If any dispute arises in connection with this Agreement or Services (**Dispute**):

a) the party raising the Dispute must notify the other party of the Dispute, with sufficient detail to enable the dispute to be considered (**Dispute Notice**); and

b) the parties must engage in confidential senior level negotiations with a view to resolving the Dispute.

10.2. If a Dispute has not been resolved within 14 days after the Dispute Notice is given, the parties agree to refer the Dispute to mediation, as soon as practicable, in accordance with such rules as the parties may agree, or failing such agreement, as specified by the President of the Law Society of New South Wales.

10.3. If a Dispute has not been resolved following mediation, the Dispute must be referred to arbitration conducted in English, in Sydney and in accordance with the ACICA Arbitration Rules. The number of arbitrators will be one if the amount in Dispute is under $10 million or three if the amount in Dispute is $10 million or more.

10.4. In making an award in the arbitration, the tribunal must:

a) determine the rights and liabilities of the parties in the same way as if Proportionate Liability Legislation applied to each claim in the arbitration, irrespective of whether or not the tribunal is otherwise bound or entitled to apply Proportionate Liability Legislation and whether or not the claim is an apportionable claim under Proportionate Liability Legislation;

b) in so doing, have regard to the comparative responsibility of the parties to the arbitration and of any concurrent wrongdoer who is not a party to the arbitration; and

c) give full effect to this clause notwithstanding any provisions in Proportionate Liability Legislation which express a contrary intention or which are inconsistent with this clause, and notwithstanding the inability of the parties in the arbitration to join any concurrent wrongdoers in the arbitration.

It is the intent of this clause to apply proportionate liability to all claims within the arbitration, even if they would not be subject to proportionate liability if made in court.

10.5. No court proceedings may be commenced in relation to a Dispute other than in accordance with section 34A of the *Commercial Arbitration Act 2010* (NSW) or to seek Urgent Relief.

11. Collaboration Tools

11.1. In connection with the supply of the Services, we may offer access to third party tools such as collaboration, data visualization and online reporting tools (**Tools**), some of which may be hosted offshore. Unless we provide Tool-specific terms and conditions, where we grant you access to a Tool the terms set out at www.kpmg.com/au/collabtools-terms apply, and you agree to comply with those terms. We may change those terms by providing you 30 days' notice, or such shorter period as we may reasonably require. If you do not accept those changes you must cease using the Tools.

12. General

12.1. This Agreement is governed by the laws of New South Wales and subject to clause 10 the parties unconditionally submit to the exclusive jurisdiction of the courts sitting in New South Wales.

12.2. This Agreement does not limit or exclude any liability of a party that cannot be excluded or limited by law.

12.3. Subject to clause 12.2 this Agreement constitutes the entire agreement between the parties regarding the provision of the Services, and supersedes all previous agreements or understandings relating to the Services. Subject to clause 11, no variation of this Agreement is effective unless agreed by the parties in writing.

12.4. If there is any inconsistency between these terms and the engagement letter provided with these terms, the engagement letter prevails.

12.5. Clauses 3.4, 4, 5, 6, 7, 8, 9.4, 10, 11, 12 and 13 survive termination or expiry of this Agreement, together with any other clause which by its nature is intended to do so.

12.6. Any term of this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this Agreement or term is not affected.

12.7. Neither party will be liable for any failure to perform its obligations (other than an obligation to pay) under this Agreement to the extent that performance is delayed, prevented, restricted or interfered with for any reason beyond the reasonable control of that party.

12.8. Nothing in this Agreement is intended to constitute a fiduciary relationship, relationship of employment, or an agency, partnership, franchise or trust.

12.9. A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

12.10. The term "including" is not a term of limitation.

12.11. We:

a) will perform the Services in accordance with our Human Rights Policy, available at www.kpmg.com.au;

b) are undertaking an ongoing process to identify Modern Slavery risks in our operations and supply chain; and

c) will report on the Modern Slavery risks in our operations and supply chain in our annual modern slavery statement, in accordance with our obligations under the Modern Slavery Act.

12.12. The supply of the Services may involve us receiving a percentage-based referral fee or value added commission.

13. Definitions

Agreement means these terms and the engagement letter provided with these terms.

Assisting Parties means (i) Member Firms; and (ii) our third party contractors and suppliers, including cloud computing providers; those who assist us in performing the Services; and those engaged to facilitate and support Member Firms' businesses.

Business Purposes means to enable Member Firms, including with the assistance of Assisting Parties: (i) to provide and enhance services and deliverables to clients (including you); (ii) to develop thought-leadership, expertise and know-how; and (iii) to derive non-attributable insights and provide benchmarking services.

Confidential Information means information disclosed in connection with this Agreement which by its nature is confidential, is designated as confidential, or which the recipient knows or reasonably ought to know is confidential, but does not include information that is in the public domain without a breach of confidence, is obtained from a third party without an obligation of confidence, or is independently developed without breach of this Agreement.

Deliverable means any advice, recommendation, information or other deliverable made available to you in any form, whether electronic, digital, hard copy or otherwise (including any draft).

Eligible Recipient has the meaning given to that term in the *Corporations Act 2001* (Cth) and the *Taxation Administration Act 1953* (Cth).

Entity means an organisation of any nature (whether incorporated or not) including any partnership or company.

KPMG Global Organisation means, as applicable, any or all of: KPMG International Limited (an English company limited by guarantee); KPMG International Services Limited (an English company limited by guarantee); KPMG International Cooperative (a Swiss entity); and their respective subsidiaries.

Member Firms means us, KPMG Global Organisation, and any Entities that are: (i) members of KPMG Global Organisation (**Members**); (ii) parties to a participation agreement which permit it to be part of the KPMG network (**Sublicensees**); or (iii) directly or indirectly, wholly or dominantly owned or controlled by any Member, Sublicensee or KPMG Global Organisation.

Modern Slavery means conduct defined as "modern slavery" in the Modern Slavery Act.

Modern Slavery Act means the *Modern Slavery Act 2018* (Cth).

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth).

Personnel means the partners, officers, employees, contractors, secondees and agents of us and our Assisting Parties.

Proportionate Liability Legislation means any legislative provisions relating to proportionate liability which are applicable to a claim, which would be applicable to the claim if it were made in a court, or which would be applicable to the claim if it were an apportionable claim.

Services means the services and Deliverables that we provide to you in connection with the engagement letter.

Taxable Supplies has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Urgent Relief means urgent injunctive, interlocutory or declaratory relief in respect of a Dispute or the enforcement of a payment due under this Agreement.

Use means collect, use, access, modify, transfer, sublicence and disclose.

We, us (or derivatives) means the KPMG contracting party identified in the engagement letter, except in clauses 3.4, 5.4, 6.5, 8.1, 8.2, 8.3, 8.4 and 9.3(b) where they mean Member Firms.

Your Materials means any information, materials, systems, technology or equipment provided or made available to us by you or by third parties on your behalf in the performance of the Services.