



Human Rights
Law Centre



Rights and
Accountability
in Development

Complaint concerning G4S Australia Pty Ltd

Submitted to the Australian and United Kingdom National
Contact Points for the OECD Guidelines for Multinational
Enterprises

September 2014

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About the Human Rights Law Centre

The Human Rights Law Centre is an independent, non-profit, non-government organisation which protects and promotes human rights.

We contribute to the protection of human dignity, the alleviation of disadvantage, and the attainment of equality through a strategic combination of research, advocacy, litigation and education.

About Rights and Accountability in Development (RAID)

RAID is a non-governmental organisation based in the United Kingdom that works to ensure that companies that perpetrate human rights abuses, cause environmental harm or engage in corruption or financial impropriety are held to account.

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1. Executive Summary

This complaint alleges that G4S Australia Pty Ltd (G4S) has been responsible for significant breaches of the OECD guidelines in relation to conditions and alleged abuse of detainees at the Manus Island Regional Processing Centre (MIRPC), a remote facility in Papua New Guinea about 800km north of Port Moresby where over 1,000 asylum seekers are currently detained.

The MIRPC was established as part of series of border control measures introduced by the Australian Government to try to deter asylum seekers from trying to reach Australia by boat. By agreement with Papua New Guinea, asylum seekers arriving in Australia are forcibly transferred to Manus Island where they are mandatorily detained pending consideration of their refugee status. Expert bodies such as the United Nations High Commissioner on Refugees (UNHCR) and the Australian Human Rights Commission have consistently stated that such policies breach fundamental principles of international human rights law.

G4S was contracted by the Australian Government to oversee management and security at the MIRPC between February 2013 and March 2014. Over this period, there have been persistent and credible reports of serious human rights abuses at the Centre. Of greatest concern was an outbreak of violence at the MIRPC on 16-17 February 2014 in which G4S personnel were directly involved. The violence resulted in the death of one asylum seeker and serious injuries to many others.

The complaint draws upon existing human rights monitoring reports, media reports and information submitted to the recent Senate Inquiry into the February violence, as well as interviews with individuals and organisations that have worked with asylum seekers on Manus Island or been involved in monitoring conditions there. It concludes that through its complicity in the unlawful detention of asylum seekers the MIRPC and its failures to maintain basic human rights standards at the facility and protect asylum seekers from harm, G4S has been responsible for significant breaches of its human rights obligations under the OECD guidelines.

2. Background Information about G4S Australia Pty Ltd

G4S Australia Pty Ltd (“G4S”) is a private company incorporated in Australia in 1995.¹ It is a wholly owned subsidiary of G4S Plc, a UK publicly listed multinational that describes itself as the world’s “*leading international security solutions group*”.

The G4S group as a whole employs more than 620,000 people in over 120 countries. Its turnover in 2013 was 7.4 billion GBP,² 23% of which derived from government contracts to provide services in the areas of homeland security, defence, justice & policing and foreign affairs.³ In Australia, G4S employs over 1700 people. Its core business focuses on “*manned and security justice services [and] electronic security systems*”.⁴

The group’s global corporate headquarters are located at The Manor, Manor Royal, Crawley, West Sussex, UK, RH10 9UN. Its Australian corporate headquarters are located at Level 4, 441 St Kilda Road Melbourne Vic 3004.

At **Appendix 1** to this complaint are copies of G4S’ human rights policy and guidelines, which, it is stated, aim to set expectations for the conduct of all companies in the G4S group, its employees and those with whom it does business.⁵ In these documents, the company makes the following commitments:

- G4S is committed to applying the UN Guiding Principles on Business and Human Rights (2011) across all of its businesses, and those principles are adopted as the basis for human rights monitoring and reporting throughout G4S;⁶
- G4S sets as a “*human rights baseline*” for all businesses the standards set out in the Universal Declaration on Human Rights (1947), International Covenant on Civil and Political Rights (1966), International Convention and Social, Economic and Cultural Rights (1966) and the International Labour Organisation Declaration on Fundamental Rights at Work (1998);⁷

¹ G4S, *G4S Leads the Security and Justice Markets*, Business Review Australia <www.businessreviewaustralia.com/magazines/11277>.

² G4S, *Key facts and figures* <www.g4s.com/en/Media%20Centre/Key%20facts%20and%20figures>.

³ G4S, *G4S plc Annual Report and Accounts 2013*, 2 <www.g4s.com/~media/Files/Annual%20Reports/G4S%20Annual%20Report%202013.ashx>.

⁴ G4S, above n 1.

⁵ G4S, *G4S plc Corporate Social Responsibility Report 2012*, 16 <www.g4s.com/~media/Files/CSR%20Reports/G4S_CSRR12.ashx>.

⁶ G4S, *G4S Human Rights Guidance* (adopted 9 April 2013) <www.g4s.com/~media/Files/Corporate%20Files/Group%20Policies/G4S%20Human%20Rights%20Guidance.ashx>.

⁷ Ibid 4.

- G4S is committed to making human rights due diligence an “essential and integrated” part of its business and to acting upon the findings of that due diligence to “ensure that we prevent human rights violations wherever possible, and deliver appropriate and effective remedy if we fail to prevent abuses”.⁸
- G4S is committed to working with States to reform and improve places of detention in a way that helps States to realise their human rights obligations. Moreover, where States and other parties are abusing human rights, G4S will be careful “not to exacerbate the situation...and to comply with international standards”.⁹

G4S signed the International Code of Conduct for Private Security Services Providers in November 2010. The Code sets out principles for security operations in so-called “complex environments” – areas experiencing or recovering from disaster or unrest and where governments and the rule of law are weak. It covers recruitment, vetting and training of staff, the use of force by security company staff, including the handling of firearms, health and safety and reporting and complaints handling.

G4S’ latest Corporate Social Responsibility report, released on 14 April 2014, describes how these policies are being implemented within its business, stating that:

Throughout 2013, we have continued to embed our human rights framework into the organisation through an ongoing process of analysis, alignment and communication. Specifically, this has included:

- *The development of a due diligence framework, providing an additional level of guidance to G4S managers and enabling them to review their operations against the standards set in our human rights policy.*
- *Reviewing existing internal audit processes, standards and training programmes to ensure they reflect the relevant human rights elements.*
- *Introducing a self-assessment checklist for G4S businesses operating in higher risk country environments.*

In 2014, we are continuing to embed systematic human rights risks assessment and due diligence into our wider business processes, as well as building further

⁸ G4S, *G4S Human Rights Policy* (adopted 9 April 2013) 4
<www.g4s.com/~media/Files/Corporate%20Files/Group%20Policies/G4S%20Human%20Rights%20Policy.ashx>..

⁹ Ibid 5.

awareness of human rights issues and our responsibility to respect them throughout all levels of the organisation".¹⁰

3. Manus Island and Australia's Off-Shore Processing Policies

The MIRPC was first set up in 2001 as part of the then Howard government's "Pacific Solution" to deter asylum seekers from attempting to reach Australia by boat. Under this policy, islands to the north of Australia such as Christmas Island were excised from Australia's migration zone so that asylum seekers arriving there could not make protection claims under Australia's *Migration Act*. Instead, the Government reached agreements with Nauru and Papua New Guinea under which asylum seekers whose boats were intercepted would be transferred for "off-shore" processing at specially created detention centres on Nauru and Manus Island.

The Pacific Solution was partially dismantled by the Labor government when it came to power in 2007 and the MIRPC was temporarily closed. In 2012, however, the Government decided to re-initiate offshore processing.¹¹ In July 2013, then Prime Minister Kevin Rudd announced that no asylum seeker coming by boat would ever be resettled in Australia. A new Regional Resettlement Arrangement had been reached with Papua New Guinea meant that all new boat arrivals would be transferred to either Nauru or Manus Island. Those found to be refugees would not be resettled in Australia, but would instead be resettled in Nauru, Papua New Guinea or possibly a third country. The Coalition government maintained the Regional Resettlement Arrangement when it came to power in September 2013.

Since the MIRPC was re-opened in November 2012, the number of asylum seekers held there has risen from around 200 to over 1300.¹² The detainee population originally included families and children, but since July 2013 it has been a "single adult male" only facility, although it is understood that there are still a number of unaccompanied boys under the age of 18 in the group.¹³

¹⁰ G4S, *G4S plc Corporate Social Responsibility Report 2013*, 22 <www.g4s.com/~media/Files/CSR%20Reports/G4S%20CSR%20Report%202013.ashx>.

¹¹ At the same time, the government announced that all new arrivals would be subject to a "no advantage" policy, under which their protection visas would be delayed for approximately four or five years – the period they would hypothetically have had to await resettlement in refugee camps abroad.

¹² See Department of Immigration and Border Protection, *Immigration Detention and Community Statistics Summary* (31 January 2014) Commonwealth of Australia <https://www.immi.gov.au/managing-australias-borders/detention/_pdf/immigration-detention-statistics-jan2014.pdf>.

¹³ Amnesty International interviewed at least three asylum seekers during its visit to the facility in November 2013 who gave their ages as between 15 to 17: see Amnesty International, Submission No

The majority of asylum seekers currently held there are young men from Afghanistan, Sri Lanka, Iran, Sudan and Pakistan. Some are stateless and several have disabilities.

There is still no clear and adequate legal or regulatory framework for conducting refugee status determination in PNG. Section 15A of PNG's Migration Act 1980 (Act) empowers the Foreign Affairs Minister of PNG to determine whether a non-citizen is a "refugee", but provides no procedural or substantive guidance as to how a refugee status determination should be made by the Minister.¹⁴ It is also not clear from that Act the consequences that would flow from such a determination, other than that the Minister is empowered to make directions to refugees to reside in a relocation centre.¹⁵

To date, no asylum seekers detained on Manus Island have had their protection claims determined by the Minister, no refugees have been resettled and there is still no final resettlement plan in place.¹⁶

4. G4S' involvement in the MIRPC

G4S was contracted by the Australian Department of Immigration and Border Protection (DIBP) to provide "operational and maintenance services" to asylum seekers transferred to the MIRPC between 1 February 2013 and 28 March 2014, when it lost the contract to Transfield Services.¹⁷ G4S had previously held similar contracts with the Department with respect to a number of other immigration detention centres in Australia, including the Maribyrnong IDC, Perth IDC, Port Hedland ICD, Christmas Island IDC, Villawood IDC and Baxter Immigration Centre.¹⁸

At **Appendix 2** to this complaint is a copy of G4S' contract with DIBP. The contract stipulates that G4S, as the service provider, is responsible for the day-to-day management of the MIRPC, including:

- maintenance of assets/infrastructure and grounds;

22 (attachment 1) to Senate Legal and Constitutional Affairs References Committee, *Incident at the Manus Island Detention Centre from 16 February to 18 February 2014*, 9 May 2014, 76.

¹⁴ UNHCR Regional Representation, Canberra, *UNHCR Monitoring visit to Manus Island, Papua New Guinea 23 to 25 October 2013* (26 November 2013) 7 <<http://unhcr.org.au/unhcr/images/2013-11-26%20Report%20of%20UNHCR%20Visit%20to%20Manus%20Island%20PNG%2023-25%20October%202013.pdf>>.

¹⁵ *Migration Act 1980* (Papua New Guinea) s 15C.

¹⁶ Islands Business, *PNG PM cautious on asylum seekers* (6 August 2014) <www.islandsbusiness.com/news/papua-new-guinea/5963/png-pm-cautious-on-asylum-seekers/>.

¹⁷ G4S Australia Pty Ltd, Submission No 29 to Senate Legal and Constitutional Affairs References Committee, *Incident at the Manus Island Detention Centre from 16 February to 18 February 2014*, 14 May 2014, 3.

¹⁸ In May 2008, G4S plc acquired Global Solutions Limited (Australia) Pty Ltd, which at the time had a multimillion-dollar contract with the Australian government to operate all of its immigration detention facilities. G4S operated the facilities until 2009.

- provision of food and water;
- provision of cleaning services and maintenance of hygiene;
- ensuring safety and security (including the development and implementation of emergency plans);
- management of utilities (water, power, sewage);
- daily operations (including movements in and out of staff and detainee accommodation);
- provision and replenishment of appropriate bedding, clothing, footwear and toiletries to Transferees (including soap and shampoo, razors, sunscreen and insect repellent); and
- provision of access to communication services (telephones, internet and television).

Of particular note, the contract required G4S to:

- provide and maintain a safe and secure environment for Transferees and other people at the site, ensuring that their human rights, dignity and well-being are preserved;¹⁹
- ensure that the needs of Transferees are identified and responded to openly and with integrity;²⁰
- maintain assets and infrastructure to provide a safe, secure and healthy environment at the site;²¹
- ensure that all G4S personnel are and remain of good character and conduct, comply with G4S Group Ethical Policies and are appropriately skilled, trained and qualified to provide the services under the Contract;²²
- establish processes to prevent Transferees being subjected to illegal and anti-social behaviour; and²³
- implement management strategies to defuse tensions and conflicts before they escalate or become serious or violent.²⁴

¹⁹ Clause 14.1.1.

²⁰ Clause 6.1.1(a).

²¹ Clause 8.4.2.

²² Clauses 5.4.2 (a), (e) and 5.5.2.

²³ Clause 6.1.1(b).

²⁴ Clause 6.9.

Under the contract, G4S was required to engage 50% of its security staff and 75% of its cleaning and gardening staff from the local Manus Island population.²⁵

The company engaged local companies Loda Securities PNG Ltd to assist with security,²⁶ Spic-n-Span to provide cleaning services and Delta FM to provide maintenance. It also sub-contracted the provision of catering to Eurest. G4S retained responsibility for oversight of all these areas under its contract with DIBP.

Welfare services at the MIRPC over the period of G4S' contract were provided by the Salvation Army and medical services by the International Health and Medical Service (IHMS), both of whom had direct contracts with the DIBP. Under its contract, however, G4S was responsible for working with these organisations to ensure that Transferees' medical and welfare needs were properly addressed – for example by ensuring that any Transferee who requested or appeared to be in need of medical attention was referred to the appropriate health service provider.²⁷

5. Human rights abuses at the MIRPC

5.1 The Detention and Processing Framework

The legal framework under which asylum seekers are transferred to and held at Manus Island has been heavily criticised by leading international human rights organisations such as the United Nations High Commission on Refugees (UNHCR) and Amnesty International and by the Australian Joint Parliamentary Committee on Human Rights and the Australian Human Rights Commission. In particular, the regional processing arrangement has been criticised as violating the following tenets of international human rights law:

(a) *The prohibition on arbitrary detention*

Asylum seekers at the MIRPC are detained mandatorily and indefinitely without any assessment as to the necessity or proportionality of such detention, and without being brought before a judge or any other independent authority to enable them to challenge their detention. Indeed, as noted by UNHCR, there is no clear legal framework under Papua New Guinea law for them to do so.²⁸ Such detention has been found by UNCHR and others to violate the prohibition on arbitrary detention enshrined in Article 9 of the Universal Declaration

²⁵ Clause 1.2.2.

²⁶ G4S Australia Pty Ltd, above n 17, 6.

²⁷ Clause 6.6.1.

²⁸ UNHCR Regional Representation, Canberra, above n 14, 1.

of Human Rights (UDHR) and Article 9 paragraph 1 of the International Covenant on Civil and Political Rights (ICCPR).²⁹

Australia's policy of mandatorily detaining asylum seekers in remote locations has long been the subject of international censure by bodies such as the United Nations Human Rights Committee.³⁰ It has been shown by medical professionals such as the Australian Medical Association and Royal Australian and New Zealand College of Psychiatrists to be a direct cause of mental health problems such as depression, anxiety and post-traumatic stress disorder, and to exacerbate the trauma that many asylum seekers have already experienced in their countries of origin.³¹ As such, it has also been found to violate the prohibition on cruel, inhumane or degrading treatment by continuing to place asylum seekers in a situation that is known to contribute to mental illness.³²

(b) *The right to seek asylum:*

Asylum seekers at the MIRPC are prevented from making refugee claims in Australia and are forcibly transferred to Papua New Guinea. They are thus penalised for their arrival in Australia by boat, contrary to Article 31(1) of the Refugee Convention.³³ Once at the MIRPC, they are given little information as to when their claims will be heard, when they will receive a decision about their claims or where they will be resettled if their refugee claims are recognised. The processing of refugee status determinations at the MIRPC has been extremely slow,³⁴ hampered, as the UNHCR has observed, by the fact that Papua New Guinea has no legal

²⁹ *International Covenant on Civil and Political Rights* art 9(1): "Everyone has the right to liberty and security of person. No one shall be subjected to arbitrary arrest and detention. No one shall be deprived of his liberty except on such grounds and in accordance with such procedure as are established by law".

³⁰ Human Rights Committee, *Views: Communication No 560/1993*, 59th sess, UN Doc CCPR/C/59/D/560/1993 (30 April 1997) ('*A v Australia*').

³¹ Adrian Rollins, *Depression, anxiety soars among asylum seekers* (18 February 2014) Australian Medical Association <<https://ama.com.au/ausmed/depression-anxiety-soars-among-asylum-seekers>>; The Royal Australian & New Zealand College of Psychiatrists, *Position Statement 46: The provision of mental health services to asylum seekers and refugees* (February 2012) <https://www.ranzcp.org/Files/Resources/College_Statements/Position_Statements/ps46-pdf.aspx>.

³² See eg Anand Grover, *Report of the Special Rapporteur on the right of everyone to the enjoyment of the highest standard of physical and mental health – Mission to Australia*, 14th sess, Agenda Item 3, UN Doc A/HRC/14/20/Add.4 (3 June 2010) annex ('*Report of the Special Rapporteur on the right of everyone to the enjoyment of the highest attainable standard of physical and mental health on his mission to Australia*') [93] and [98]; Committee on Economic, Social and Cultural Rights, *Consideration of Reports Submitted by States Parties Under Articles 16 And 17 of the Covenant – Concluding Observations of the Committee on Economic, Social and Cultural Rights: Australia*, 42nd sess, 26th mtg, UN Doc E/C.12/AUS/CO/4 (12 June 2009) [25].

³³ *Convention relating to the Status of Refugees* art 31(1): "Contracting States shall not impose penalties, on account of their illegal entry or presence, on refugees who, coming directly from a territory where their life or freedom was threatened...enter or are present in their territory without authorization, provided they present themselves without delay to the authorities and show good cause for their illegal entry or presence".

³⁴ While the first asylum seekers were transferred to the MIRPC in November 2012, as at 15 November 2013, not a single refugee status determination had been granted and only 50 asylum seekers had even undergone an initial assessment interview: Amnesty International, above n 13, 62. The first 11 refugee status determinations were finally granted in April 2014.

framework for the conduct of such determinations.³⁵ It has been the policy of both the Australian and Papua New Guinea governments not to provide asylum seekers with timeframes for the assessment of their claims.³⁶

As Amnesty International has pointed out, the lack of progress in the processing of refugee status determinations at the MIRPC and the uncertainties surrounding the process violate asylum seekers' fundamental right to seek asylum, as set out in Article 14(1) of the Universal Declaration on Human Rights,³⁷ which includes a right to have the claim heard and to receive procedural protections with respect to that hearing.³⁸ The failure to efficiently process claims has also been found to be a major contributing factor to the violence that engulfed the MIRPC in February 2014, discussed further below.³⁹

(c) *The non-refoulement obligation:*

The regional processing arrangements include the forcible transfer of asylum seekers to PNG before their refugee claims or vulnerabilities can be properly assessed. As UNHCR observed following its visit to the MIRPC in October 2013:

*The pre-transfer assessments that are conducted within Australia within a targeted '48-hour' timeframe do not permit an adequate individualized assessment of health concerns or vulnerabilities (particularly for torture and trauma survivors), nor a considered assessment as to whether the nature of the facilities and services available at the RPC would be appropriate for the individual concerned or whether transfer should occur at all.*⁴⁰

The organisation has also raised concerns as to whether the refugee status determination procedures at the MIRPC are adequate to ensure proper protection for asylum seekers and to guard against the risk that they could be returned to countries where they have a well-founded fear of persecution or other ill-treatment, in contravention of PNG and Australia's *non-refoulement* obligations under international law.⁴¹

Further, as noted by Amnesty International, the current conditions and indefinite detention on Manus may compel asylum seekers to return to their countries of origin irrespective of the risk

³⁵ UNHCR Regional Representation, Canberra, above n 14, 1.

³⁶ *Ibid* 10.

³⁷ *Universal Declaration of Human Rights* art 14(1): "Everyone has the right to seek and to enjoy in other countries asylum from persecution".

³⁸ Amnesty International, above n 13, 89.

³⁹ Robert Cornall, *Report to the Secretary, Department of Immigration and Border Protection: Review into the Events of 16-18 February 2014 at the Manus Regional Processing Centre* (23 May 2014) 8 <https://www.immi.gov.au/about/dept-info/_files/review-robert-cornall.pdf>.

⁴⁰ UNHCR Regional Representation, Canberra, above n 14, 3.

⁴¹ *Ibid* 4.

of persecution, resulting in constructive *refoulement*.⁴² Indeed, since the recent violence at the MIRPC, many refugee and human rights organisations have queried whether transferring asylum seekers to Manus Island constitutes unlawful *refoulement* in and of itself, given the apparent ongoing risks of violence at the facility.⁴³

Serious concerns have also been raised for the safety and wellbeing of gay and lesbian asylum seekers transferred to Manus Island, as PNG criminalises homosexuality.⁴⁴

(d) *The prohibition on discrimination:*

As noted by Australia's Parliamentary Joint Committee on Human Rights, the regional processing arrangements are also discriminatory in that they directly penalise asylum seekers for the manner and date of their arrival, applying only to those who arrive in Australia by boat. Such differential treatment of asylum seekers, the Committee observed, violates the prohibition on discrimination enshrined in Article 7 of the UDHR, Articles 2 and 26 of the ICCPR and elsewhere.⁴⁵

5.2 Conditions at the MIRPC

Due to its remote location and restrictions on entry and reporting imposed by the Australian and PNG governments, regular human rights monitoring of the conditions at the MIRPC has been extremely difficult.⁴⁶ To date, UNHCR has been permitted to inspect the facility on three occasions in January, June and October 2013, and Amnesty International twice in November 2013 and March 2014. Both organisations found that at the time of their visits, conditions at the Centre breached basic minimum standards of detention under international law and required urgent remediation.

(a) *UNHCR Reports*

Following its initial visit to the MIRPC in January 2013, UNHCR reported that:

⁴² Amnesty International, above n 13, 86.

⁴³ See eg Castan Centre for Human Rights Law, Submission No 7 to Senate Legal and Constitutional Affairs References Committee, *Incident at the Manus Island Detention Centre from 16 February to 18 February 2014*, May 2014, 4-5.

⁴⁴ Oliver Laughland, 'Gay asylum seekers told they could be reported to PNG police, Amnesty says', *The Guardian Australia* (online), 11 December 2013 <www.theguardian.com/world/2013/dec/11/gay-asylum-seekers-told-they-could-be-reported-to-png-police-amnesty-says>.

⁴⁵ Parliamentary Joint Committee on Human Rights, Parliament of Australia, *Examination of Legislation in Accordance with the Human Rights (Parliamentary Scrutiny) Act 2011, Migration Legislation Amendment (Regional Processing and other Measures) Act 2012* (2013) [2.198]. *Universal Declaration of Human Rights* art 7(1) provides that: "All are equal before the law and are entitled without any discrimination to equal protection of the law. All are entitled to equal protection against any discrimination in violation of this Declaration and against any incitement to such discrimination".

⁴⁶ UNHCR has been permitted to visit the Centre on four occasions in total and Amnesty International only once. Other human rights monitoring bodies, such as the Australian Human Rights Commission and the Immigration Ombudsman, have been denied access. The media have been permitted access at certain points but have not been permitted to speak directly with detainees.

- physical conditions at the facility were “*harsh...and extremely muddy*”, with large amounts of standing water in some areas of the compound;
- accommodations were inadequate, with most asylum seekers housed in “dongas” (shipping-container like structures, with no doors or blinds for the windows) or canvas tents, neither of which provided adequate privacy and were suffocating hot in the humid conditions. One marquee shared by 13 men, was described as “*deplorable*” with no floor, partial walls, no light and a leaking roof;
- asylum seekers in the single male compound were sharing a single toilet between 66 men;
- detainees, including children, were being confined to the Centre at all times;
- conditions for children were “*profoundly inadequate*”, with an inadequate physical structure for education, no proper space for play and insufficient protections or privacy; and
- asylum seekers had insufficient access to meaningful activities such as physical recreation, reading materials or internet access.

The organisation concluded that conditions at the Centre failed to meet basic protection standards under international law and were “*likely to have an increasingly negative impact on the psycho-social and physical health of those transferred*”.⁴⁷

Subsequent UNHCR visits noted some minor improvements with respect to the physical accommodations (with tents gradually being replaced by hard-walled structures) and freedom of movement (with asylum seekers being permitted on limited excursions accompanied by G4S guards outside the Centre). The organisation noted that accommodations remained far from adequate, however, and that the excursions, while welcome, did not fundamentally alter the tightly controlled detention regime at the Centre. It also recorded worsening problems with lack of hygiene and privacy due to overcrowding. UNHCR’s final report in November 2013 found that:

- numbers of asylum seekers held at the Centre had increased from 302 in June to 1,093 in October with almost no corresponding increase in the physical boundaries of the RPC, resulting in significant overcrowding;
- the majority of asylum seekers were still living in cramped, oppressive conditions, with those in the P block particularly badly affected;
- the small amount of recreational space previously provided for asylum seekers had been constructed over;

⁴⁷ UNHCR Regional Representation, Canberra, *UNHCR Monitoring Visit to Manus Island, Papua New Guinea 15-17 January 2013* (4 February 2013) 2 <<http://unhcr.org.au/unhcr/images/2013-02-04%20Manus%20Island%20Report%20Final.pdf>>.

- conditions in the ablution blocks were generally unhygienic. One block in the Delta compound was observed to be particularly filthy, with blocked drains, dim lighting, a putrid smell and “*several inches of filthy water flooding the floor*”.

The organisation concluded that overall conditions at the Centre remained “*harsh and unsatisfactory, particularly when viewed against the mandatory detention environment, slowness of processing and lack of clarity and certainty surrounding the process as a whole*”.⁴⁸

(b) *Amnesty Report*

Amnesty International made similarly damning findings about conditions at the Centre following its inspection of the facility in late November 2013, concluding that:

- accommodations for detainees were cramped and overcrowded with insufficient ventilation, cooling or natural light. These problems were found to be particularly acute within the P-dorm, a “*long hangar-like building dating from World War II which houses 112 detainees in bunk beds spaced very close together with only a few fans that offer little relief from the stifling heat and humidity*”;
- conditions in the toilet blocks were unhygienic, with insufficient soap, showers or toilets for the number of men in the facility;
- detainees had insufficient access to water, with many being provided with the equivalent of only one 500ml bottle of drinking water per day despite the heat and humidity;
- many detainees had little or no access to phones or internet;
- medical and mental health facilities at the Centre were insufficient for the number of detainees held there; and
- some detainees were not being provided with basic items like shoes, making it extremely difficult for them to participate in the limited excursions outside the Centre.

Amnesty concluded that the poor conditions of detention at the Centre, combined with the mandatory and indefinite nature of that detention, amounted to ill-treatment under Article 7 of the ICCPR, and that conditions in the P-dorm were sufficiently bad in and of themselves to amount to violations of the prohibitions of ill-treatment under the Convention on Torture (CAT) and the ICCPR.⁴⁹

(c) *Submissions to the Senate Inquiry*

⁴⁸ UNHCR Regional Representation, Canberra, above n 14, [93].

⁴⁹ Amnesty International, above n 13, 95.

Submissions made to the recent Senate Inquiry by former staff members employed at the MIRPC have corroborated these findings and provide further evidence of the sub-standard conditions at the facility over the period that it was operated by G4S.

Steve Kilburn, a G4S Safety & Security Officer at the MIRPC between October 2013 and February 2014, notes in his submission that:

- Workplace Health & Safety systems at the MIRPC were almost non-existent;
- gastroenteritis and other illnesses widespread amongst staff and clients;
- staff had to buy their own hand sanitiser as there was none available for either staff or detainees;
- client accommodation was substandard and breached Australian Fire regulations, in particular P-block in the Foxtrot compound where there were no smoke detectors or escape routes;
- clients were not issued with hats or regular access to sunscreen and had to line up in the sun for hours on end;
- toilet facilities for clients were “*a disgrace*” and inadequate – with Delta compound at one stage having only 3 toilets for 150 clients, many of whom were sick;
- clients and staff were obliged to remain in compounds while mosquito “fogging” was conducted, meaning they were forced to breathe in the fumes – on one occasion causing a transferee with asthma to collapse;
- transferees had difficulty getting medical appointments and had little or no access to dental care;
- facilities for transferees suffering mental health or attempting self-harm were inadequate and appeared to be making the situation for some transferees worse rather than better; and
- opportunities for physical exercise, particularly for detainees in the Delta compound, were extremely limited and excursions were frequently cancelled due to lack of vehicles or drivers.⁵⁰

Nicole Judge, a former Salvation Army staff member at the MIRPC between September 2012 and February 2014, states that:

- conditions detainees held at the MIRPC were “*unsanitary, and grossly inadequate for holding human beings*”;

⁵⁰ Steven Kilburn, Submission No 18 to Senate Legal and Constitutional Affairs References Committee, *Incident at the Manus Island Detention Centre from 16 February to 18 February 2014*, undated, 6.

- access to medical services was very limited. Transferees had to fill out request forms to access medical treatment, irrespective of severity and request forms often went unanswered;
- toilet and shower facilities were not adequately cleaned and there was not enough toilet paper, soap or sanitizer for detainees to use. Other personal hygiene or grooming products like toothbrushes were likewise in very limited supply;
- food for transferees was of poor quality and often had small worms and flies in it;
- drinking water was in limited supply and transferees often had to wait for prolonged periods for water;
- transferees did not have enough clothing, with many having only a single pair of underpants, t-shirt and pair of shorts, and often had to wear their clothes wet after washing them;
- mental health problems were widespread with transferees frequently speaking of ending their lives and committing acts of self-harm. Mentally ill transferees were held in "Delta 9" an area with no recreational facilities or windows, poor lighting and cramped conditions; and
- freedom of movement for all detainees was extremely limited, with compounds kept padlocked at all times and thick green mesh covering the fences making it difficult to see out.⁵¹

Similar allegations are made in other statements, such as those of former G4S safety & security officer Martin Appleby and former Claims Assistance provider Elizabeth Thompson.⁵²

5.3 Violence against Detainees held at the MIRPC

Over the period that G4S managed the MIRPC, there have been a series of credible reports of violence and threats of violence against detainees held there. By far the most serious incident occurred on 16th and 17th February 2014, when outbreaks of violence at the facility resulted in the death of Iranian asylum seeker, Reza Berati and injuries – many serious – to up to 69 others.

(a) *The February Violence*

⁵¹ Nicole Judge, Submission No 12 to Senate Legal and Constitutional Affairs References Committee, *Incident at the Manus Island Detention Centre from 16 February to 18 February 2014*, undated, 6.

⁵² See Martin Appleby, Submission No 10 to Senate Legal and Constitutional Affairs References Committee, *Incident at the Manus Island Detention Centre from 16 February to 18 February 2014* and Elizabeth Thompson, Submission No 19 to Senate Legal and Constitutional Affairs References Committee, *Incident at the Manus Island Detention Centre from 16 February to 18 February 2014*, 4 May 2014.

The events of 16th and 17th February 2014 have prompted a Departmental Review, a Senate Inquiry and various legal proceedings within Australia, as well as criminal investigations within PNG. Many of these investigations are ongoing.⁵³ On the basis of the evidence that has emerged to date, however, it is now clear that the worst of the violence was inflicted by G4S' own locally-employed security guards who, together with other local staff employed at the Centre, the PNG police and some ex-pat G4S security officers, attacked detainees within the facility on two separate occasions.

(i) Cornall Review

Public servant Mr. Robert Cornall was engaged by DIBP to conduct an independent investigation into the events of 16-18th February. His final report was made public on 26th May 2014.⁵⁴ The report has been criticised by many commentators for its narrow focus on security and its failure to attribute any institutional responsibility for the violence.⁵⁵ It nonetheless represents the most detailed account released to date of how the violence at the MIRPC unfolded and the involvement of G4S personnel in it.

The report notes that the violence at the MIRPC on 16th and 17th February 2014 took place following several weeks of protests by detainees at the lack of progress in the processing of refugee status determinations.

On 16th February, tensions reached a "flashpoint" following a meeting with PNG and Australian officials during which asylum seekers were informed that they would never be resettled in Australia and were likely to have to remain at the MIRPC for an indeterminate period and possibly up to four years.

Several hours after the meeting, a group of around 30-35 detainees escaped from the Oscar compound by running through the open gate when a food truck arrived. They were cut off on the road by around 100 local G4S guards, who tackled them, threatened them with sticks and dragged them back to the compound. During this incident, one detainee was attacked from behind by an unidentified local G4S guard who "*slashed his neck, causing a 10-12 cm horizontal slit across his throat*".⁵⁶ He was evacuated to the IHMS for emergency medical treatment.

The report then describes how local G4S guards, together with some other PNG nationals, pursued the detainees into the Oscar accommodation blocks and continued assaulting them inside the complex with large sticks and pipes. They broke windows and doors and began attacking transferees within their accommodation blocks.

⁵³ The Australian Senate Inquiry is currently expected to table its report on 27 October 2014.

⁵⁴ Cornall, above n 39.

⁵⁵ See eg Max Opray, *Riot Review 'blames the victims'* (26 May 2014) The New Daily <<http://thenewdaily.com.au/news/2014/05/26/manus-review-delivers-recommendations-resignations/>.

⁵⁶ Cornall, above n 39, 5.

Following this first attack, 25 detainees were treated for casualties including “*broken bones, lacerations, loss of consciousness, a lung contusion and pain in various parts of the body*”.⁵⁷ The IHMS, who administered the medical treatment, confirmed that the type of injuries suffered by detainees suggested that they were “*attacked while running away when they were hit, or crouching down trying to protect their face and head behind a raised arm*”.⁵⁸

Having witnessed the assaults, a large group of other detainees began protests within the Centre. Order was eventually restored, but tensions remained high.

On the night of 17th February, violent protests then broke out in several compounds of the Centre, during which internal fences were pushed over, property was damaged and rocks and various missiles were thrown.

At the height of these protests, members of the PNG mobile police squads pushed over the perimeter fence and entered the Mike compound and began firing shots within the accommodation blocks. An unspecified number of G4S local security personnel, local employees of other service-providers at the Centre and several ex-pat G4S staff then followed the police into the Mike compound and “*started bashing detainees*”.⁵⁹ Detainees reported being dragged from under beds and bashed with chairs, water pipes, stones and fists. Some were able to buy immunity from beatings with cigarettes. A number of detainees also reported that the attackers stole their belongings.

During the course of this violence, Iranian asylum seeker Reza Berati was attacked by a local employee of the Salvation Army, together with G4S guards and other locals while attempting to flee up some stairs. He fell down the stairs where his roommate, who witnessed the attack, said he was assaulted by a group of around 10 PNG locals, PNG G4S guards and Australian expats who kicked him repeatedly in the head. A local Salvation Army employee then brought down a large rock on his skull. Mr. Berati was treated by the IHMS for massive head injuries and died a short time later.

Two Papua New Guinean nationals have been arrested and charged with Mr Berati’s murder, including one man, Louie Efi, who was reportedly employed as a security guard by G4S.⁶⁰ Police investigations into the murder are ongoing.

Following the violence on 17th February, IHMS saw a further 77 detainees for a range of injuries including broken bones, lacerations and dislocations. Of these, 13 were deemed to have serious injuries and one was deemed critical. The serious injuries included “*open and*

⁵⁷ Ibid 45.

⁵⁸ Ibid 45-46.

⁵⁹ Ibid 7.

⁶⁰ David Wroe and Sarah Whyte, ‘Reza Barati: Two men arrested over death of asylum seeker at PNG detention centre’, *The Sydney Morning Herald* (Sydney), 19 August 2014.

closed head injuries with associated fitting and loss of consciousness".⁶¹ One detainee suffered a gunshot wound to the buttocks with a bullet lodged in his hip and another lost his right eye as a result of severe blows to the head. Eight detainees were taken to Port Moresby and one flown to Australia for specialised medical treatment. In the days following the incident, other detainees came forward for treatment, in particular Post Traumatic Stress Disorder (PTSD).

(ii) Submissions to the Senate Inquiry

Written submissions to the Senate Inquiry to date by former staff of the MIRPC broadly corroborate the factual account of the incident outlined in the Cornall Review with one important exception. The Cornall review accepted the evidence presented by G4S management that they did not invite the PNG police mobile squads into the MIRPC, despite the fact that a G4S incident report from the time suggested the contrary.⁶² Former staff members giving evidence to the Senate Inquiry, however, have reported overhearing radio traffic confirming that G4S staff had "*lost control and were withdrawing*" from the compounds before the PNG police entered, suggesting that G4S may have handed over control to the mobile squads. Whether or not the squads forced their way in or were invited is central as the worst violence on 17th February occurred immediately after police entered the Mike compound.⁶³

Submissions to the Senate Inquiry have also provided important additional evidence with respect to the lack of proper training provided by G4S to its security staff – in particular local staff – and the lack of emergency procedures at the MIRPC.

Martin Appleby, one of the G4S safety and security officers responsible for training the local G4S guards at the MIRPC, for example, notes in his submission that:

The IRT squad was made up of PNG nationals that were given 3-4 days intensive training in defensive tactics....that should have taken a minimum of six weeks....I warned the Training Manager that the training package was insufficient to be able to deliver the correct training level to the PNG nationals.

...Why were these squads made up of PNG nationals? We had past army personnel, correctional personnel and police personnel whom all arrived on Manus to work as a SSO with the required experience and extensive training to take up the role of IRT member. The PNG nationals were poorly trained and did not have the capacity to perform such a task in a volatile and closed situation. These squads on occasion were lead by Romeo 1 that had no experience of dealing with or training with the

⁶¹ Ibid 60.

⁶² Cornall, above n 39, 53. The review concluded that the incident report must have been inaccurate.

⁶³ See Oliver Laughland, 'Whistleblower contradicts G4S account of night of fatal violence at Manus', *The Guardian* (online), 11 June 2014 <www.theguardian.com/world/2014/jun/11/whistleblower-contradicts-g4s-account-of-night-of-fatal-violence-at-manus>.

*PNG nationals that were in the role of IRT. I believe this is why G4S lost control of the team on that fateful night.*⁶⁴

In his supplementary submission (provided to the Senate Committee in the form of a witness statement and attached as **Appendix 3**) Mr Appleby further notes that delivering the training package to the PNG nationals was almost impossible because most did not speak English and no trained interpreters were provided to facilitate communication. He eventually had to locate two personnel from the PNG navy to act as informal interpreters.⁶⁵

These criticisms are echoed by other former guards employed by G4S. Steven Kilburn notes in his statement that:

Initial training provided at the MIRPC was woefully inadequate. The training was supposed to take 6 days but probably consisted of less than 16 hours of actual training. There were no dedicated training facilities and we moved from place to place looking for rooms and areas to conduct training. The training was inconsistent and often contradictory regarding what powers SSOs had and what actions they could take in relation to use of force. Training was stopped prior to the 6 days due to staff shortages and we were placed on shift. No other training was provided to me at my time at the MIRPC....

*...Lack of radios [also] meant SSO's could not call for assistance for their own safety or when help was required for a client. On one occasion I had a client who had attempted self-harm and none of the SSO's on duty...had a radio to call for assistance.*⁶⁶

Another anonymous submission by an Australian former G4S guard states:

On employment I arrived at the island and completed five days of training...I'd say it was the poorest form of instruction I've ever seen in my life. The information provided seemed to be in close relation to one of their prison contracts in Australia. It was embarrassing for the officers trying to learn....

There were little to no procedures up until January when we started to receive refresher training. We were informed by the G4S compliance manager that this was the worst project he had ever seen...G4S had received operating requirements and procedures from immigration but until he arrived little had been done with the documentation to formulate G4S operating procedures. For example, two to three

⁶⁴ Appleby, above n 52, 3-4.

⁶⁵ Martin Appleby, Supplementary submission to Senate Legal and Constitutional Affairs References Committee, *Incident at the Manus Island Detention Centre from 16 February to 18 February 2014*, 12 June 2014, [18]-[19] <www.aph.gov.au/Parliamentary_Business/Committees/Senate/Legal_and_Constitutional_Affairs/Manus_Island/Additional_Documents>

⁶⁶ Kilburn, above n 50.

months prior to the incident there was a standoff between police and navy personnel outside the Centre. G4S guards were involved. A G4S senior manager made the call to evacuate the centre but there were no operating procedures that we were aware of, or had been trained on. Half of the G4S staff evacuated and the other half remained. Complete confusion.....Another example involved the three sets of SOPs at the front entrance to the center, all of which stipulated different procedures.⁶⁷

(b) G4S' response to the February violence

Immediately after the events of 16th and 17th February, G4S put out an official statement about what took place, which stated that:

Last night G4S responded to a second disturbance by transferees on Manus Island, which included a breach of the perimeter fence by transferees. Claims that transferees breached the fence following internal attacks on them by local residents are unfounded. The breach of the perimeter fence followed two days of demonstrations by transferees.

G4S pre-emptively evacuated all non-essential staff because of the demonstrations, which had been escalating during the course of yesterday. G4S also moved transferees not participating in the demonstrations to a nearby oval for their safety.

A number of transferees were injured after they breached the perimeter fence and the matter became a law enforcement issue for PNG authorities. G4S staff were able to restore order within the Centre without the use of force.⁶⁸

This was clearly a serious and deliberate misrepresentation of what occurred, suggesting not only that G4S personnel were not involved in the violence, but that detainees effectively brought injuries upon themselves by trying to escape from the centre on 17th February.

G4S' final submission to the Senate Inquiry also contradicts the evidence of the Cornall Review and other witness evidence in some key respects. Most notably:

- it makes no mention of the violent assaults on detainees by G4S guards on the night of 16th February 2014, merely noting that the detainees who escaped from the Oscar compound were “*quickly rounded up and returned back inside the Centre by Centre staff*”;⁶⁹ and
- it states that the violence in the Mike compound on 17th February occurred when “*the PNG police, along with PNG nationals and local villagers entered Mike compound*

⁶⁷ Andrew Wilkie (on behalf of anonymous GS4 officer), Submission No 4 to Senate Legal and Constitutional Affairs References Committee, *Incident at the Manus Island Detention Centre from 16 February to 18 February 2014*, 30 April 2014, 10-11.

⁶⁸ G4S, 'Statement Regarding Manus Island Unrest' (Media Release, 18 February 2014) <www.abc.net.au/news/2014-02-18/g4s-statement-on-manus-island-unrest/5266612>.

⁶⁹ G4S Australia Pty Ltd, above n 17, 17.

and began fighting with the rioting transferees".⁷⁰ Again, no mention is made of the fact that the "PNG nationals" were G4S local and ex-pat guards or other staff engaged by G4S' sub-contractors.

(c) *Other incidents of violence and threats against detainees*

Well prior to the February violence, a number of other incidents had already raised concerns about detainee safety within the MIRPC and the adequacy of procedures in place at the facility to protect them from harm.

(iii) *Sexual assaults*

In July 2013, a former manager for G4S, Mr. Rod St George, made allegations in the media that detainees held at the facility were being sexually assaulted by other detainees with the full knowledge of other staff at the MIRPC and the DIBP.

The DIBP subsequently set up an internal inquiry into these allegations, which found that one asylum seeker had reported two incidents of sexual assault and that there were concerns about a number of others who were believed to be receiving unwanted sexual attention. As almost all the alleged victims had subsequently been transferred out of PNG, however, the report found that they were beyond the jurisdiction of the PNG criminal law and nothing further could be done. The report recommended the establishment of a separate area in the Centre to accommodate vulnerable detainees, as well as the development of clear policies for dealing with any future allegations of sexual assault, including preventative strategies and staff training.⁷¹

G4S and other staff subsequently interviewed by Amnesty International in November 2013, however, appeared to be unaware of any official procedures in place for responding to allegations of sexual assault within the facility.⁷²

Submissions subsequently made to the Senate Inquiry by other former staff members appear to corroborate Mr. St George's allegations that sexual violence between detainees at the facility was widespread:

- former G4S officer Martin Appleby reports in his supplementary submission to the Senate Inquiry (**Appendix 3**) that during his time at the MIRPC he had around four separate conversations with staff members regarding incidents of sexual assault between detainees that he regarded as having some basis to them, and that he personally dealt with one case involving an Iranian man who had been digitally raped

⁷⁰ Ibid 19.

⁷¹ Robert Cornall, *Report to the Secretary, Department of Immigration and Border Protection: Review into Allegations of Sexual and Other Serious Assaults at the Manus Regional Processing Centre* (September 2013) <https://www.immi.gov.au/about/dept-info/_files/review-manus-offshore-processing-centre-publication-sep2013.pdf>.

⁷² Amnesty International, above n 13, 50.

and was subsequently deemed a suicide risk. Further, he states that nothing was done to separate the man from the general detainee population following the assaults;⁷³

- former Claims Assistance Provider Elizabeth Thompson notes in her submission that she dealt with a 17-year old Iranian boy during her employment at the facility who was believed by medical and welfare staff to have been sexually assaulted by other transferees and who “almost collapsed” during his interview with her. She also notes that no attempt was made at that time to separate the boy from the rest of the detainee population despite his obvious mental trauma;⁷⁴
- former Salvation Army staff member Nicole Judge reports that the P1 block in the Foxtrot compound was referred to by G4S guards as a “rape dungeon” and that she observed a young Myanmar client frequently going into one of the toilet blocks with different men and emerging looking like he was in pain;⁷⁵ and
- a former Salvation Army staff member who spoke anonymously to the Sydney Morning Herald in March 2014 also stated that rape at the MIRPC was common, with younger boys in the compounds a target for older men, and that “*no service provider knew what they were doing*” in this regard.⁷⁶

(iv) Assaults and abuse by G4S personnel:

Statements by detainees and former staff members have also detailed other incidents of physical violence, threats or aggression towards detainees by G4S personnel prior to the February violence:

- former Salvation Army officer Nicole Judge states in her submission to the Senate Inquiry that excessive force was often used by both expatriate and local G4S staff towards detainees and that she personally witnessed two expat guards beating an Iranian detainee in Oscar Compound and “*knocking him unconscious*”.⁷⁷ She also reports that expat and national PNG guards frequently talked to transferees in a derogatory and racist manner, including informing children in the Under Age Minor section of the camp to “*go fuck themselves*” and threatening beatings if they didn’t stop complaining;

⁷³ Appleby, above n 65, [34]-[36].

⁷⁴ Thompson, above n 52, 8-9. See also the further witness statement of Elizabeth Maree Thompson dated 5 June 2014 (**Thompson Witness Statement**), appended to this report.

⁷⁵ Judge, above n 51, 5.

⁷⁶ Sarah Whyte, ‘Manus Island was mission impossible: ex-Salvos worker’, *The Age* (online), 30 March 2014 <www.theage.com.au/federal-politics/political-news/manus-island-was-mission-impossible-exsalvos-worker-20140329-35q56.html>.

⁷⁷ Judge, above n 51, 7.

- Elizabeth Thompson notes that during her deployment at the facility she was informed by a colleague that a 15-year old Somali boy had been beaten by G4S guards and was being interviewed by the PNG police;⁷⁸
- Martin Appleby reports that he personally witnessed G4S ex-pat staff verbally abusing detainees, particularly when they thought they couldn't speak English;⁷⁹
- The Cornall Review records an incident shortly prior to the February violence in which an Iranian asylum seeker was punched in the face by a G4S guard following an argument during which the asylum seeker slapped the guard across the cheek;⁸⁰ and
- detainees interviewed by Amnesty International during their inspection of the MIRPC in November 2013 also reported aggression and abuse by staff at the facility and being too scared to complain about such incidents for fear of the consequences for their refugee status determinations. The few who did complain reported that nothing was done about their complaints or that the staff members responsible were simply moved to another compound.⁸¹

(d) *The "October Incident"*

On 18 October 2013, a fight broke out immediately outside the MIRPC between a group of Papua New Guinea police and Papua New Guinea defense personnel. Staff at the centre were evacuated during the incident, but detainees were left behind in their compounds. Detainees interviewed by Amnesty International after the incident reported that during the conflict they were left unaccompanied in the compounds, with no information about what was happening, and that the gates of the compounds were left unlocked or with keys left in the lock. Many detainees feared for their lives, believing that members of the local PNG community were attacking the centre, and that the G4S guards had abandoned them. G4S staff interviewed by Amnesty about the incident were unwilling or unable to give any information about what procedures existed for evacuation of detainees in the event of emergencies beyond commenting that G4S was in the process of reviewing its transferee evacuation procedures due to the expansion of the facility.⁸² Several staff former staff members have also pointed to this incident in their submissions to the Senate Inquiry to highlight the lack of emergency procedures at the MIRPC.

⁷⁸ Thompson Witness Statement [35].

⁷⁹ Appleby, above n 65, [51].

⁸⁰ Cornall, above n 39, 35.

⁸¹ Amnesty International, above n 13, 51.

⁸² Ibid 49.

6. 2005 OECD complaint against GSL

In 2005, RAID and other civil society groups including the Human Rights Council of Australia, Children Out of Detention (ChilOut), the Brotherhood of St Laurence and the International Commission of Jurists (ICJ) lodged an OECD complaint against Global Solutions Limited (Australia) Pty Ltd, a subsidiary of British security multinational GSL Ltd. That complaint, under the jurisdiction of the Australian National Contact Point, resulted in a mediation and a list of agreed outcomes (Appendix 4) including an acknowledgement by GSL that “as a corporation it has its own responsibilities and should be accountable for these responsibilities” and commitments by GSL to:

- ensure that any contract renegotiation with the Australian Department of Immigration make reference to appropriate international human rights standards and conventions as the appropriate framework for a service delivery model in all areas of detention and deportation;
- enhance the training curriculum it provides to its staff through the inclusion of appropriate human rights materials and references;
- make their training curriculum, manuals and materials available to external human rights trainers for review and comment; and
- develop systems to monitor and evaluate the effectiveness of its training in meeting desired organisational and individual behavioural and attitudinal changes.⁸³

Approximately two years after these commitments were made, in May 2008, GSL was acquired by G4S Plc.⁸⁴ It is arguable that as a result of this acquisition, G4S inherited the commitments made by GSL in response to the previous OECD complaint.

The contract between G4S and the DIBP makes no reference to international human rights standards. Nor, as noted earlier, does G4S’ training programme for its personnel on Manus Island include any discussion of international human rights standards. Insofar as G4S is liable for the commitments made by GSL, it would therefore appear to have breached a number of the commitments made in 2006.

Breaches of commitments made under the OECD Guidelines are not, in and of themselves, breaches of the Guidelines. The 2005 complaint and the commitments made by GSL resulting from it are nonetheless relevant to G4S’ obligation to carry out human rights due diligence under Ch. IV, para 5 of the Guidelines. In light of G4S’ size and the severity of the

⁸³ General Agreement n 3, Agreed Outcomes of Mediation Meeting, 28 February 2006.

⁸⁴ *G4S Completes Acquisition of Global Solutions Limited (“GSL”)* (12 May 2008) G4S <www.g4s.com/en/Media%20Centre/News/2008/05/12/G4S%20Completes%20Acquisition%20of%20Global%20Solutions%20Limited%20GSL/>.

adverse human rights impacts alleged, the enterprise should be held to a high standard with respect to its due diligence obligations.

7. G4S' compliance with the 2011 OECD Guidelines for Multinational Enterprises

The activities of G4S (Australia) Pty Ltd fall under the jurisdiction of the Australian National Contact Point (NCP) of the OECD Guidelines for Multinational Enterprises ("the Guidelines").

7.1 Chapter II: General Policies

Chapter II of the Guidelines addresses the general policies of enterprises and requires that companies:

- "...respect the internationally recognised human rights of those affected by their activities" (Ch. II, para A2)
- "Promote awareness of and compliance by workers... with respect to company policies through appropriate dissemination of these policies, including through training programmes (Ch II, para A8)
- "Carry out risk-based due diligence..." (Ch II, para A10)
- "Avoid causing or contributing to adverse impacts on matters covered by the *Guidelines*, through their own activities, and address such impacts when they occur" (Ch II, para A11)
- "Seek to prevent or mitigate an adverse impact where they have not contributed to that impact, when the impact is nevertheless directly linked to their operations, products or services by a business relationship..." (Ch II, para A12)

7.2 Chapter IV: Human Rights

Chapter IV of the Guidelines sets out clear human rights standards for Enterprises in the context of their business operations. Specifically, the Guidelines state that Enterprises should, within the framework of internationally recognised human rights and the international human rights obligations of the countries in which they operate as well as relevant domestic laws and regulations:

- "...avoid causing or contributing to adverse human rights impacts and address such impacts when they occur"; Ch. IV, para 2

- “...seek ways to prevent or mitigate adverse human rights impacts that are directly linked to their business operations, products or services...”; Ch. IV, para 3
- “...carry out human rights due diligence as appropriate to their size, the nature and context of operations, and the severity of the risks of adverse human rights impacts”; Ch. IV, para 5
- “...provide for or co-operate through legitimate processes in the remediation of adverse human rights impacts where they identify that they have caused or contributed to those impacts...” Ch. IV, para 6

It is considered that G4S has violated these provisions of the Guidelines through:

- its complicity with the Australian and PNG Governments’ arbitrary and indefinite detention of asylum seekers at the MIRPC and violations of their procedural rights; and/or
- its failure to maintain basic human rights standards at the during the period it was responsible for the MIRPC’s management; and/or
- its manifest failures to ensure the safety and security of those in its care, including from its own personnel, resulting in the death of one detainee and serious injuries to many others; and/or
- its failure to conduct adequate risk-based due diligence and prevent or mitigate adverse impacts directly linked to its operations.

7.3 G4S’ complicity in the unlawful detention regime

By contracting with the Australian government to operate and provide security at the MIRPC, G4S was in breach of the requirements of the Guidelines Chapter II, para A2 and Chapter IV paras 1, 2, 3 and 5.

The adverse impacts of the detention and processing regime at the MIRPC on the internationally recognised human rights of the asylum seekers detained there include:

- violations of their right to seek asylum under Article 14(1) of the UDHR and Article 31(1) of the Refugee Convention;
- violations of fair process in the determination of their asylum claims;
- indefinite and mandatory detention in contravention of Article 9 of the UDHR and Article 9(1) of the ICCPR;
- impediments to their rights to work, to health, to education and to a standard of living under the ICESCR and UNCRC;
- violations of the principle of *non-refoulement*; and

- and discrimination on the basis of arrival in breach of Article 7 of the UDHR and Articles 2 and 26 of the ICCPR.

G4S made a substantial contribution to these adverse impacts, particularly with respect to arbitrary detention. The MIRPC is an integral part of the offshore detention and processing regime agreed by the Australian and PNG governments. Its operation between February 2013 and March 2014 depended on the security equipment and services provided by G4S.

Further or alternatively, G4S was directly linked by a business relationship to the adverse human rights impacts of the detention and processing regime. The business relationship in question was the contract between G4S and the Australian government to provide operational and security services at the MIRPC. Provision of such services permitted the administration of the detention and processing regime, which was directly linked to adverse impacts.

Further, entry into such a contract with the Australian Government indicates a failure of due diligence by G4S. At the time G4S entered into the Manus Island contract, Australia's policies with respect to the mandatory detention of asylum seekers and off-shore processing had already been the subject of condemnation by, among others, the UN Human Rights Committee, UN Working Group on Arbitrary Detention, UNHCR and the Australian Human Rights Commission for breaching international law. Moreover, G4S's predecessor, GSL (acquired by G4S in 2008) had been the subject of a previous complaint under the OECD Guidelines in 2005 with respect to the arbitrary detention of asylum seekers, particularly children, in Australian on-shore and off-shore detention facilities.

7.4 G4S' failure to maintain basic human rights standards at the Centre

In failing to ensure that the conditions of detention at the MIRPC met international human rights standards, G4S was in breach of the requirements of the Guidelines Ch. II, para A2 and Ch. IV, paras 1, 2, 3 and 5.

The adverse impacts associated with the sub-standard accommodation and conditions at the MIRPC on the asylum seekers detained there included: violations of the right to health under the ICESCR, violations of the right to freedom of movement under Article 9 of the ICCPR and violations of the prohibition on ill-treatment under Article 7 of the ICCPR and Article 16 of the Convention Against Torture (CAT).

G4S was responsible for causing many of these adverse impacts. Under its contract with the Australian Government, its responsibilities clearly included the maintenance of infrastructure at the facility, provision of cleaning services, provision of food and water, clothing, bedding and shoes, ensuring detainees had access to communication services such as phone and internet and coordination with other service providers to facilitate the provision of health and welfare services. It was therefore directly responsible for the breaches of detainees' rights in

these areas. Having sub-contracted out a number of these services does not diminish its responsibility for ensuring that those services were of an appropriate standard.

Moreover, G4S appears to have taken no steps to use its leverage with the DIBP to mitigate the additional problems created by severe overcrowding as the number of asylum seekers transferred to the Centre rose over time, such as by seeking to impose under its contract an upper limit on the number of asylum seekers that could be transferred to the Centre.⁸⁵

Insofar as the Governments of Australia and Papua New Guinea and/or other service providers also bear responsibility for conditions at the MIRPC, G4S has nonetheless contributed significantly to the adverse impacts outlined above.

Further, the failures with respect to the conditions at the Centre also represent a failure of due diligence by G4S as it knew or ought to have known, on entering the contract, that the existing facilities at the MIRPC did not comply with international standards.

7.5 G4S' failure to protect detainees from violence and violence perpetrated by its employees/sub-contractors

In failing to prevent and in directly contributing to violence against detainees at the Centre, G4S is in breach of the requirements of the Guidelines Ch. II paras A2, 8, 10, 11 and 12 and Ch. IV paras 1,2,3.

The adverse impacts associated with the violence include:

- serious violations of the prohibition on cruel, inhuman and degrading treatment and torture enshrined in Article 7 of the ICCPR and Article 16 of the CAT
- violations of the right to health enshrined in of the ICESCR; and
- violations of the right to life enshrined in Article 6(1) of the ICCPR and in the UDHR.

G4S has caused and contributed to these adverse impacts through:

- its failure to have in place adequate systems and policies to prevent such violence;
- its failure to properly train or equip its staff or sub-contractors to manage emergencies or situations of confrontation at the Centre, in direct contravention of commitments made in the Agreed Outcomes of Mediation between Global Solutions Limited (Australia) Pty Ltd in 2005;
- its failure to heed the prior warnings of staff members regarding the inadequate training of its personnel, in particular its PNG sub-contractors;

⁸⁵ It is noted in this regard that clause 1.1.3 of the contract between G4S and the DIBP states that it was expected that the temporary facilities at the MIRPC would accommodate up to 500 Transferees and the permanent facilities up to 600. The ultimate number of detainees held at the MIRPC clearly greatly exceeded these estimates.

- its failure to agree clear incident management protocols with the PNG police which, as acknowledged in the company's own submission to the Senate Inquiry, may have persuaded the police to support de-escalation in response to the detainee protests at the centre rather than forcible intervention;⁸⁶
- its failure to attempt to vary the terms of its contract with the DIBP with respect to the required ratio of local to expat staff when it became apparent that the local staff did not have the experience required to manage complex and volatile situations at the facility;⁸⁷
- its failure to remove PNG personnel who had already participated in acts of serious violence against detainees on 16th February from the facility – thereby contributing to the further violence and loss of life on 17th February; and
- its contributions to creating the pre-conditions for violence through its failures to maintain basic human rights standards at the Centre over a prolonged period.

The participation by G4S employees and sub-contractors in violent attacks on detainees also strongly suggests a lack of due diligence by the company in the selection and vetting of its personnel.

Further, the public statements made by G4S subsequent to the February violence, which seriously misrepresented the events in question and suggested that no violence was carried out by G4S personnel constitute a further breach of the Consumer Interests provisions of the Guidelines. In particular, these statements represent a breach of Ch. VIII, para 4, which states that enterprises should “*not make representations or omissions, nor engage in any other practices, that are deceptive, misleading, fraudulent or unfair*”.

It is noted that G4S' failure to make any digital audio and visual recording of the events of 16th and 17th February, contrary to the stipulations of its contract,⁸⁸ has also made it more difficult for the relevant authorities to hold to account those persons who participated in the violence.

7.6 G4S' failure to conduct adequate risk-based due diligence and failure to prevent or mitigate adverse impacts

In failing to conduct adequate risk-based due diligence prevent and failing to prevent or mitigate the adverse impacts linked to its operations, G4S is in breach of the requirements of the Guidelines Ch. II paras A2, 8, 10, 11 and 12.

⁸⁶ G4S Australia Pty Ltd, above n 17, 7.

⁸⁷ Ibid.

⁸⁸ Clause 15.5.1 of the Contract states that “*The Service Provider must, where practicable, digitally record an audio and visual record of all instances where there is any Incident where the Service Provider, acting reasonably, knows that the Department or local authorities may require evidence of the actions of Service Provider Personnel*”.

G4S entered into a contract with the DIBP to manage the MIRPC, which it knew or ought to have known would directly and materially conflict with principles of international human rights law. Australia's policy of mandatorily detaining asylum seekers had already been found by numerous bodies and inquiries to violate the prohibition on arbitrary detention and bodies such as UNHCR and the Joint Parliamentary Committee on Human Rights had already expressed grave concerns that the regional processing arrangements violated a number of additional principles of human rights law. Moreover, it was clear that the accommodation and facilities on Manus Island fell well short of both international and Australian mandated standards with respect to detention.

G4S failed to ensure over the course of its contract that the conditions of detention at the MIRPC complied with international human rights standards. Indeed, conditions in parts of the facility were found to be sufficiently bad as to amount in some instances to cruel, inhumane and degrading treatment.

G4S failed to provide proper training to the personnel and sub-contractors it engaged at the MIRPC:

- G4S' own submission to the Senate Inquiry, which summarises its training program, confirms that the program consisted of only six days of general induction training for safety and security officers and an additional 4 days of training in defensive techniques for officers in the Incident Response Team (IRT), most of whom had no background in security;⁸⁹ and
- the training program does not appear to have included any training in relation to international human rights law, international humanitarian law or the contents of the ICOC;

In any event, it is apparent from the testimony of former G4S officers to the Senate Inquiry that in practice the training package delivered was of extremely poor standard and in the case of many personnel was never completed. Further, it is unclear whether the PNG guards contracted via Loda Securities understood the training, given the evidence that most did not speak much English and G4S appears to have employed no qualified interpreters to assist in the delivery of the training.

It also appears that G4S failed to exercise due diligence with respect to the vetting, selection and ongoing performance review of its personnel and sub-contractors. Evidence presented to the Senate Inquiry suggests that most of the SSOs sub-contracted through Loda Securities had no qualifications or experience that would have equipped them to perform their security duties in accordance with international human rights standards.

⁸⁹ See G4S Australia Pty Ltd, Submission No 29 (attachment 3) to Senate Legal and Constitutional Affairs References Committee, *Incident at the Manus Island Detention Centre from 16 February to 18 February 2014*, 14 May 2014.

G4S failed to ensure that its personnel did not use disproportionate and violent force or subject detainees to cruel, inhumane and degrading treatment:

- Evidence given to the Senate Inquiry and to Amnesty International suggests that even prior to the February violence, a culture of intimidation and abuse of detainees by at least some G4S ex-pat and local guards was permitted to develop at the MIRPC;
- G4S failed to address the evident short-comings in the training and qualifications of its personnel, particularly its PNG personnel, thereby contributing to the likelihood of violent force being used in a volatile situation such as occurred on 16th and 17th February;
- G4S failed to remove from the MIRPC personnel who had already participated in violent attacks on detainees on 16th February, thereby contributing to the further violence and loss of life that took place on 17th February.

G4S also failed to put in place proper procedures to raise awareness of or respond to reported incidents of sexual violence between detainees and other unlawful conduct within the MIRPC:

- the company's training, as set out in G4S' submission to the Senate Inquiry, appears to have included no training with respect to sexual violence; and
- evidence given by detainees and former staff members suggests that staff were unaware of any official procedures in place for dealing with allegations of sexual violence at the facility;

Sexual violence between detainees at the facility appears to have been widespread.

8. Recommendations

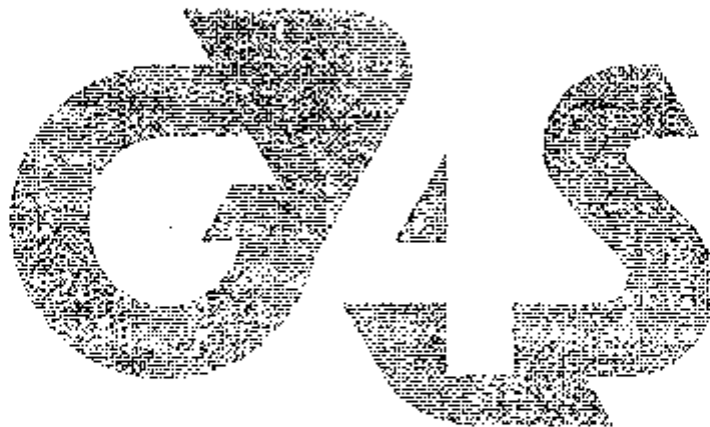
The complainants propose the following recommendations to bring G4S's policies and procedures in line with the OECD Guidelines:

- Commitments with respect to a human rights framework for any future contracts it may enter into with respect to the MIRPC or any other Australian immigration detention facilities including by:
 - refusing to detain people for prolonged periods unless that detention has been determined by a court to be appropriate, necessary and not arbitrary in light of the person's personal circumstances;
 - refusing to mandatorily detain asylum seekers under the age of 18; and

- ensuring that where it is responsible for the provision of health, housing, education and recreation for detainees, those services meet international human rights standards.
- Commitments with respect to the payment of financial compensation to detainees injured by G4S guards and to the family of Reza Berati, in fulfilment of the company's commitment under its own human rights policies to "*deliver appropriate and effective remedy*" where it fails to prevent abuses.
- Information on the outcomes of any internal investigations and disciplinary actions taken against staff involved in the violence.⁹⁰
- Disclosure of key documents which the company has not provided to the Senate Inquiry, such as its complete training package for personnel engaged at the MIRPC, its contracts with its sub-contractors and its actual records with respect to the February violence.
- Commitments with respect to future human rights training of its employees and sub-contractors.

⁹⁰ Note in this respect that G4S' Corporate Social Responsibility Report 2013 states: "*Last year, issues of conduct were raised in relation to our employees working on electronic monitoring within the United Kingdom, within a prison environment within South Africa, and within an immigration processing centre in Papua New Guinea. In all cases, detailed investigations were undertaken in conjunction with our customers to understand the situation and to assess whether the conduct of G4S employees was in question. Where we do find instances of inappropriate conduct, we take immediate action to resolve issues which may include disciplinary action in addition to a review of processes and practices*". See G4S, above n 10, 7.

Appendix 1



Human Rights Policy

Version number	1.0	Document type	Policy
Version date	09 April 2013	Document ID number	
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Approver(s)	Group Communications Director

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Version	Version date	Document history
1.0	09/04/2013	Live Document
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G4S Human Rights Context

G4S is committed to fulfilling its responsibilities on human rights in all of its companies around the world by applying the United Nations Guiding Principles on Business and Human Rights (2011) across all of our businesses.

The Guiding Principles affirm four international standards that have achieved broad international consensus as a human rights baseline for all businesses:

- The Universal Declaration of Human Rights (1947)
- The International Covenant on Civil and Political Rights (1966)
- The International Convention on Economic, Social and Cultural Rights (1966)
- The International Labour Organisation Declaration on Fundamental Rights at Work (1998)

This G4S Human Rights Policy demonstrates our commitment to respect human rights and embodies our particular understanding of their significance for a global security company of our scale and diversity. It also sets our expectations for the conduct of all companies in the group, our employees and those with whom we do business.

Detailed guidelines for our staff on how to implement the policy across our businesses can be found in our management guidance document 'G4S Human Rights Guidelines'. Together our Human Rights Policy and Guidelines make up the policies and principles by which G4S will hold its employees accountable for respecting human rights.

A Strategic Approach to Human Rights

We take a strategic approach to respecting human rights. This recognises the potentially positive and negative impacts of our operations, the particular nature of our business as a security company, the UN framework and the different geographies in which we operate.

Assessing Risk and Realisation

We recognise that G4S can play a positive and negative role in respecting human rights around the world. Our businesses can contribute positively to the realisation of human rights by the range of services we offer to protect people and enable them to enjoy their rights. We also recognise that we have a duty to ensure that we are not at risk of violating human rights through the services we provide, the customers we work with, the suppliers that we use and through the fair and appropriate treatment of our own employees and others who are in our care.

We will actively assess the impact of our business on human rights. We will encourage our people to develop businesses that consciously and actively enable people to realise their rights and we will take special care to monitor the risks that aspects of our businesses could directly or indirectly contribute to the violation of human rights, or how we could become complicit in violations by our partners suppliers or customers.

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Emphasising G4S Core Rights

As a global security company, we recognise that there are some human rights that are especially salient in the sector in which we operate.

In a rights sensitivity analysis of our business, we have identified some core areas of human rights as particularly significant to the nature of our business and its impact on human rights.

These include: rights to life, liberty, security, due process, privacy, property, freedom of movement, freedom of expression, and asylum; as well as international standards around the use of force and international humanitarian law.

The International Code of Conduct for Private Security Providers and the Voluntary Principles on Security and Human Rights are already important standards for G4S, which have been embedded into the relevant parts of our businesses.

As a global employer, labour rights (including freedom of association and the right to engage in collective bargaining) and the right to an adequate standard of living are also central.

While we work to respect all human rights, our work in care and justice services, security systems, data management, cash management, facilities management and security services mean that we need to be especially focused on human rights that are related to security.

Adopting the 2008 UN Framework – "Protect, Respect & Remedy"

We are committed to operate by the guiding principles of the UN framework for business and human rights with its particular emphasis on the state's duty to protect human rights, the corporate responsibility to respect human rights, and joint state and corporate responsibility to ensure access to effective remedy for people who have experienced business-related human rights abuse.

Integrating Human Rights Due Diligence

In line with the UN Guiding Principles, we will make human rights due diligence an essential and integrated part of our business processes to assess actual and potential human rights risks. We will act upon the findings of this due diligence to ensure that we prevent human rights violations wherever possible, and deliver appropriate and effective remedy if we fail to prevent abuses.

Being Consistent in Different Operational Contexts

We work in a very diverse range of states and operational contexts. In every context, we will make every effort to apply the same high standards of respect for human rights.

In each context, we will develop a distinct understanding of particular human rights risks and comply with all applicable laws that protect human rights. When a state's own capacity to protect human rights is weak, or when a state and other parties are actively abusing human rights, we will be careful not to exacerbate the situation and wherever possible and whenever this does not put our staff at immediate risk or bring us into dangerous conflict with local legislation, we will comply with international standards.

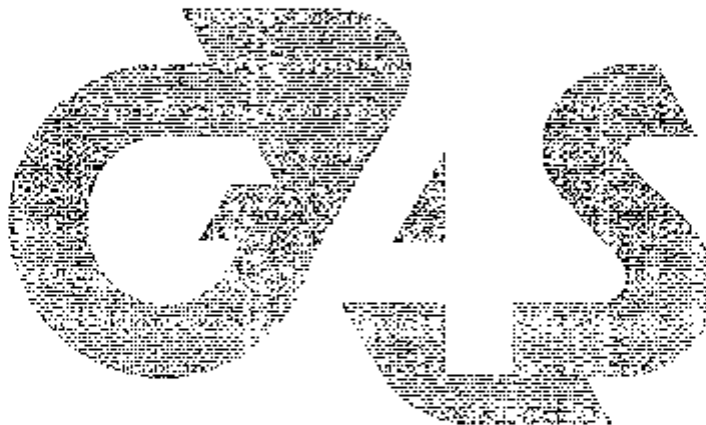
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Management and Responsibility for Human Rights in G4S

Immediate responsibility for ensuring the group respects human rights lies with all of our management and employees. They need to be familiar with the G4S Human Rights Policy and Guidelines. They need to be able to demonstrate how they are actively preventing or responding to human rights risks and abuses, and how they are deliberately managing operations that respect people's human rights and contribute to their realisation.

Ultimate responsibility for G4S's human rights performance lies with the Board and Management of G4S who will actively ensure corporate accountability to this Policy and its related Guidelines.



Version number	1.0	Document type	Policy
Version date	09 April 2013	Document ID number	
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Version status	Live document	Uncontrolled if printed or downloaded	



Human Rights Guidance

Version number	1.1	Document type	Guidance
Version date	9 th December 2013	Document ID number	
Version expiry	29 th May 2015	Document classification	PUBLIC
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Document owner and approver(s)

Owner	Group Communications
Approver(s)	Group Communications Director

Version control

Version	Version date	Document history
1.0	09 th April 2013	First Formatted Live Document
1.1	09 th Dec 2013	Document updated (ref.2.3)
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1.0. Our approach to human rights

1.1. Human rights context

G4S is committed to fulfilling its responsibilities on human rights in all of its companies around the world by applying the United Nations Guiding Principles on Business and Human Rights (2011) across all of our businesses.

The Guiding Principles affirm four international standards that have achieved broad international consensus as a human rights baseline for all businesses:

- The Universal Declaration of Human Rights (1947)
- The International Covenant on Civil and Political Rights (1966)
- The International Convention on Economic, Social and Cultural Rights (1966)
- The International Labour Organisation Declaration on Fundamental Rights at Work (1998)

The G4S Human Rights Policy and Guidance have been developed to ensure that we respect the human rights of all stakeholders and prevent human rights violations arising from our activities whenever we can.

These guidelines are intended to help all G4S managers and employees to implement the G4S Human Rights Policy across the group.

1.2. Benefits of adopting human rights best practice

We believe that high standards of ethical conduct provide a market differentiator and those organisations with the highest ethical standards will have the most positive impact on the lives of those around them and ultimately, will be the most successful. Using human rights to guide our operations has several benefits:

Customers can be confident that they are working with a company which respects and operates to global human rights and ethical standards and will not compromise the customer's reputation as a result of unethical conduct.

Employees can be sure that they are working with a good company which respects their human rights and has a positive impact on society, through the services it provides and through the conduct of its people.

Partners and suppliers can be confident that any business venture entered into with G4S will be conducted on the basis of strong human rights and ethical principles and that any behaviour which is not in line with its policy and guidelines will not be tolerated.

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Shareholders can be sure that they have invested in a company which has a clear understanding of its obligations in respect of business ethics and human rights and is not subject to criticism regarding ethical or human rights issues, which could affect the company reputation, business performance or market/share price value.

Communities can be certain that G4S will have a positive impact on the local community in which it operates and will respect G4S as a "good" company which operates ethically and contributes positively to the human rights of the local community.



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2.0. Our human rights principles

2.1. Changing international expectations

Human rights are increasingly used as international standards for business performance. G4S, like other global companies, is being asked to explain and evaluate its business activities according to the law and language of human rights.

G4S plays a key role in societies all over the world and has developed a broad culture of high ethical standards and operational practices. Many existing G4S policies and procedures already take great care to ensure that we respect human rights. Our employment policies, professional standards and the due diligence we carry out to assess the suitability of new markets, products, business partners, and customers encourage respect for human rights.

2.2. United Nations guidelines

In July 2011, the United Nations approved a set of Guiding Principles on Business and Human Rights. Following consultation with independent experts and stakeholders, we have adopted these Guidelines as the basis of human rights monitoring and reporting throughout G4S.

The main principles of these guidelines are:

- The state has the overall duty to set and enforce laws and practices that protect the human rights of its citizens and population within its jurisdiction.
- Businesses have a responsibility to respect human rights in everything they do.
- Good human rights due diligence is the best way for businesses to ensure that they prevent actual or potential human rights abuses, and shape their businesses in such a way that they actively respect human rights.
- States and businesses share a joint responsibility to ensure that people have appropriate and effective access to remedy from business related human rights violations.
- In contexts where states fail to protect people's human rights, wherever possible and whenever this does not put our staff at immediate risk or bring us into dangerous conflict with local legislation, businesses should to operate beyond local law and custom by applying international standards.

These main UN principles are encapsulated by the term "protect, respect and remedy".

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2.3. G4S and human rights

Within each G4S business, management must review the way in which our company policies and procedures are applied to ensure that G4S can not only prevent human rights violations but also how we can ensure that our businesses help people to enjoy the human rights to which they are entitled.

As a Group, we aim to abide by the UN Guiding Principles on Business and Human Rights to make sure that we are aware of any risks to human rights from our operations and act quickly to prevent or remedy them. Sector specific standards such as the International Code of Conduct for Private Security Providers and the Voluntary Principles on Security and Human Rights are already important benchmarks for G4S, and will continue to be embedded into the relevant parts of our businesses. Compliance with these standards enables us to reduce the risk of human rights violations in and around our businesses.

We should also recognise that in some cases our services are actively enabling people to realise their rights. For example, we offer security services that actively set out to protect people's rights to freedom of movement at airports, that protect people's rights to freedom of assembly at cultural and sporting events, or contribute to the realisation of their economic rights by moving cash safely and ensuring that they have access to their cash as and when they require it.

2.4. G4S core rights

The full list of human rights covered by the UN Guiding Principles on Business and Human Rights are listed in section 5.2. of this document. However, as a global security company, there are a number of specific human rights which are relevant to our operations – these are listed below:

- Life
- Liberty
- Security
- Due process
- Labour Rights
- Privacy
- Property
- Freedom of Movement
- Freedom of Expression
- Adequate Standard of Living
- Asylum
- Rights governing the use of force
- Rights protected under international humanitarian law

While we respect all human rights, we need to pay special attention to this group of rights in our due diligence processes because they are related directly to our role as a security company and our responsibilities as a large global employer.

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2.5. How could G4S violate human rights?

There are three main ways that a business can be involved with the violation of an individual's human rights.

- A company or employee could violate people's rights **directly** by abusive actions and policies.
- A company could be **complicit** in human rights violations by actively colluding in the violation of rights by states, partners, customers or any other parties.
- A company could also be involved with the violation of rights **indirectly** by its links to subcontractors or suppliers which abuse human rights as they support or act on behalf of G4S.

In human rights terms, violations can take place through an act of **commission** or **omission**. In other words, violations can occur by a company doing something it should not do, or by failing to do something that it should do.

For example, G4S could *commit* a violation of someone's right to life by using excessive force, or a person's right to privacy by operating overly intrusive surveillance. And, G4S could cause a violation by *omitting* to protect prisoners properly or by failing to offer an adequate duty of care to its employees.

2.6. How could G4S help to realise human rights?

In a similar way, G4S can help people to realise their rights directly, indirectly or in partnership with others. For example, G4S can directly protect people's lives. Or by providing a safe space, G4S can indirectly help people to realise many of their political, economic, social and cultural rights.

G4S businesses can also work in partnership with states to reform and improve public utility services and places of detention that help States to realise human rights.

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3.0. Practical Guidance for Managers

3.1. Knowing and showing

The main purpose of the UN Guiding Principles on Business and Human Rights is to enable companies to “know and show” the impacts of their businesses on human rights.

To do this effectively, each G4S business should monitor and respond to the human rights situation in and around its operations.

Responding to human rights risks and opportunities in an accurate, timely and effective way, and reporting on it, will mean that we can *show* how we have respected human rights.

The best way to “know and show” is to incorporate human rights due diligence into our existing business processes and to monitor compliance with our human rights standards and practices.

3.2. Human rights due-diligence checklist

Human rights due-diligence is simply a means of assessing our business activities and relationships in the context of human rights guidelines and best practice. The chart below provides some tips on how to prioritise your efforts:

Flashpoints	Make sure you have a good sense of the flashpoints in the context of your business and operations that could increase the likelihood of human rights violations.
Identify Violation Risks	Identify potential violation risks and make sure you have policies and practices in place to avoid or mitigate them which are in line with group standards
Consult with key stakeholders	Seeking out and understanding people's experience of G4S operations is an important part of assessing how well you are respecting human rights or whether there are any areas which can be improved
Conduct regular reviews	It is important to review your business on a regular basis against the G4S human rights due diligence framework - doing it once will not be enough to adapt to changing circumstances
Seek Advice	If you are in any doubt or need advice on human rights risks and mitigation, seek advice from colleagues or external human rights advisory groups
Share best practice	Many G4S businesses will face similar issues so share your experience and advice with others and respond quickly to requests for help from others
Focus on the positive as well as the negative	In some cases, G4S will be contributing to the realisation of human rights. For example, providing secure environments for people to enjoy daily life or providing education or training for young people in custody. You should promote good practice and your positive contribution to human rights where you can

3.3. Areas to consider in human rights due-diligence

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There are a number of key areas of business into which we should integrate human rights risk analysis into existing due diligence and business processes around our key stakeholder groups:

- Countries in which we operate
- Our relationship with our employees
- The responsibility we take for those who are in our care
- Our interactions with members of the public
- The approach that our partners and customers take to human rights
- The human rights track record of our suppliers

In addition, there are key human rights considerations which apply to the variety of services that G4S provides across its different markets.

The **G4S Human Rights Due-diligence Framework** provides an overview of the key issues to be considered, the relevant human rights which are applicable in each case and an overview of the key human rights due-diligence questions which should be addressed in order to satisfy ourselves that our business of operation is not contributing to any human rights violations.

The **G4S Human Rights Risk Assessment** ("heatmap") document provides additional guidance for managers on the higher risk countries where G4S has existing operations or where G4S is seeking to enter a market. It highlights the issues to be aware of when carrying out human rights due-diligence in those countries and forms the basis of the priority list for our internal audit team on human rights issues.

This document is updated annually with reference to external sources of human rights and ethical analysis including:

- Freedom House
- International Centre for Trade Union Rights
- World Bank
- United Nations Development Programme
- Uppsala Conflict Data
- Transparency International Corruption Index

New countries of operation and major contracts are also reviewed by the Capex Committee, as part of the Group's Capex approval process. The business analysis is augmented with a CSR Review process which looks at the broader issues in the political, economic, social, technological, environmental and legal areas and takes into consideration data collected from the sources listed above.

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4.0. Monitoring and accountability for human rights compliance

4.1. Accountability for human rights in G4S

Immediate responsibility for ensuring G4S respects human rights lies with all G4S management and employees.

Managers need to be familiar with the G4S Human Rights Policy and Guidelines. They must be able to demonstrate how they are actively preventing or responding to human rights risks and abuses, and how they are managing operations in a way which respects human rights or contribute to the realisation of human rights.

Each year, in conjunction with the annual review of the G4S Business Ethics Policy, managers will be asked to confirm that they understand the principles of the G4S Human Rights policy and guidelines and that they have adopted the guidance provided within their area of the business.

Ultimate responsibility for G4S's human rights performance lies with the Board of G4S plc who will actively ensure corporate accountability to the G4S Policy and Guidelines.

4.2. Effective Remedy for human rights violations

When human rights are violated by businesses, states are primarily responsible for ensuring access to effective remedy for those harmed in two ways:

- *Judicial remedy* under law and through the courts.
- *Non-judicial remedy* that involves more informal negotiated solutions between companies and communities, and often using mediation or NGO support.

G4S businesses have a responsibility to ensure that grievance mechanisms, complaints processes and access to remedies are included in operational procedures.

For state and business grievance mechanisms to be effective, the UN Guiding Principles on Business and Human Rights, require that they are legitimate, accessible, predictable, fair, transparent, coherent with the rights in question, a source of continual learning and improvement, and based on real dialogue with affected stakeholders.

As part of our overall approach to Business Ethics and anti-corruption we have a number of local and global reporting methods and processes in place which are open to all employees and other stakeholder groups.

All concerns reported by the whistleblowing reporting methods are reviewed by Internal Audit and where investigations reveal evidence of unethical conduct, disciplinary action is taken, which may range from a formal reprimand to termination of employment.

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Version date	9 th December 2013	Document ID number	
Version expiry	08 th April 2014	Document classification	PUBLIC
Version status	Live Document	Uncontrolled if printed or downloaded	



4.3. Monitoring human rights compliance

Responsibilities

Immediate responsibility for ensuring G4S respects human rights lies with all G4S management and employees. Individual G4S business responsibilities include making human rights due diligence an essential and integrated part of their business processes, ensuring effective self-assessment and monitoring processes are embedded to ensure human rights policies and procedures are understood, and being complied with across the business.

Each year, in conjunction with the annual review of the G4S Business Ethics Policy, managers will be asked to confirm that they understand the principles of the G4S Human Rights Policy and Guidelines and that they have adopted the guidance provided within their area of the business.

The Regional Management team will ensure the G4S Human Rights Policy and Guidelines have been adopted across all businesses in the region.

Annual self-assessment for high risk areas

On an annual basis, a Human Rights Risk Assessment ("heatmap") highlighting the highest risk business units and countries in which the group operates will be produced by the Group CSR Manager – this will include an overview of what the key human rights risks are in the highest risk countries.

On an annual basis, those countries which appear in the high risk category will carry out a self-assessment of their business practices in line with the G4S Human Rights Policy, Guidance document and Human Rights Due-diligence Framework.

The Regional Management team will ensure that the MD/CEO of each high risk business unit submits the completed human rights due-diligence checklist to the CSR Manager, within three months of the "heatmap" being distributed. A designated senior manager at regional level will oversee the implementation and completion of the human rights due diligence assessments across their region.

Any areas of concern raised during the self-assessment process will be followed up by the CSR Manager in conjunction with the Head of Internal Audit.

Non-high risk environments

All other businesses or countries which are not considered to be high risk will be required to incorporate human rights matters into their existing risk assessment processes.

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New country entries

All new country entries which are considered to be at risk of human rights or broader CSR challenges will be assessed against the group policies and a recommendation made to the Group Executive and CSR Committee as to the suitability of the country for a G4S operation to be established.

Audit

The human rights policy audit programme will be incorporated into all standard internal audits by reviewing the on-going implementation of the human rights policy and advising management on any potential areas of non-compliance so these can be rectified.

Internal Audit's human rights audit programme has been prepared to provide independent appraisal of management implementation and self-assessment processes for compliance with the human rights policy and guidelines.

This programme includes audit tests addressing the following areas:

- The implementation of new and revised Group policies and procedures related to human rights;
- Employee and management human rights training and awareness programmes;
- Confirmation of annual business ethics compliance statements signed by senior management;
- Implementation of employee confidential reporting hotlines; and
- Review of the submission of the self-assessed human rights due diligence checklist for all high risk countries or business units

Internal Audit will ensure that countries and business units which are considered to be high risk will be subject to detailed human rights audits. It is envisaged that each high risk business or country will be audited at least once in any three year period.

High risk businesses or countries will be defined by the annual review of the Human Rights "heatmap" and findings from the standard audit programmes.

The detailed audit programme completed in high risk countries is designed to assess management's controls and monitor compliance. Any serious non-compliance will be reported to Executive Management and the CSR Committee.

The "heatmap" will be fully reviewed once each year, but will be continuously updated should events or conditions in countries evolve, raising the risk of human rights violations.

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5.0. Reference materials

5.1. The UN Guiding Principles on Business and Human Rights

G4S is committed to fulfilling its responsibilities on human rights in all of its companies around the world by applying the United Nations Guiding Principles on Business and Human Rights (2011) across all of our businesses. The full text of these principles can be found online at www.business-humanrights.org/media/documents/ruggie/ruggie-guidingprinciples-21-mar-2011.pdf

These Guiding Principles affirm four international standards that have achieved broad international consensus as a human rights baseline for all businesses:

UNDHR	The Universal Declaration of Human Rights (1947)	www.un.org/en/documents/udhr/
ICCPR	The International Covenant on Civil and Political Rights (1966)	www2.ohchr.org/english/law/iccpr.htm
ICESCR	The International Convention on Economic, Social and Cultural Rights (1966)	www2.ohchr.org/english/law/cescr.htm
ILO Declaration	The International Labour Organisation Declaration on Fundamental Rights at Work (1998)	www.ilo.org/declaration/thedeclaration/textdeclaration/lang-en/index.htm

5.2. Summary of human rights covered within the standards

Together, these standards establish the following rights as universal:

No.	Right	Notes
1	Right to life	Expectation not to be deprived of life indiscriminately or unlawfully and to have one's life protected.
2	Right to liberty and security (freedom from arbitrary arrest, detention, exile)	Prohibiting unlawful arrest, imprisonment or other institutionalisation.
3	Right not to be subjected to slavery, servitude, or forced labour	No one shall be subjected to forced labour - including bonded labour or involuntary prison labour
4	Right not to be subjected to torture, cruel, inhuman and/or degrading treatment or punishment	Entitlement to freedom from torture, inhumane and/or degrading treatment or punishment – including not being subjected to medical or scientific experimentation without consent.
5	Right to recognition as a person before the law	It is unlikely that the activities of a company would have any direct impact upon this right, though they may be complicit in the abuses of this right by others.
6	Right to equality before the law, equal protection of the law, non-discrimination	Expectation for all persons to be treated equally by the law without discrimination.

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No.	Right	Notes
7	Right to freedom from war propaganda	Prohibiting war propaganda and the support of national, racial or religious hatred that amounts to incitement to discrimination, hostility or violence.
8	Right to be free from incitement to racial, religious or national hatred	Prohibition of any national, racial or religious hatred that amounts to incitement to discrimination, hostility or violence.
9	Right to access effective remedy	Entitlement to have access to the courts and legal process.
10	Right to a fair trial	Expectation to a fair and public hearing by an independent and impartial tribunal.
11	Right to be free from retroactive criminal law	Prohibiting the state from imposing criminal penalties for an act that was not illegal at the time it was committed.
12	Right to privacy	No one shall be subjected to arbitrary or unlawful interference with their privacy, family, home or correspondence.
13	Right to freedom of movement	Everyone lawfully within a state territory shall have freedom of movement and the right to choose their residence.
14	Right to seek asylum from prosecution in other countries	Protecting people who seek asylum based on fear of persecution in their home country based on race, religion, nationality, membership of a particular social group, or political opinion.
15	Right to have a nationality	It is unlikely that the activities of a company would have any direct impact upon this right, though they may be complicit in the abuses of this right by others.
16	Rights of protection for the child	Children are recognised as being in need of special protection as required by their status as minors.
17	Right to marry and form a family	Including the rights of men and women of marriageable age to marry and start a family, and for marriage to be entered into freely and with full consent.
18	Right to own property	Everyone has the right to own property. No one shall arbitrarily be deprived of their property.
19	Right to freedom of thought, conscience and religion	Protects a person's freedom to choose, practise and observe his or her chosen religion or belief. The freedom also protects atheists and the right not to profess any religion or belief.
20	Right to freedom of opinion, information and expression	Entitlement to the right to hold opinions without interference includes the right to seek, receive and share information and ideas.

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No.	Right	Notes
21	Right to freedom of assembly	Entitles people to assemble and gather peacefully, subject only to the restrictions imposed by law as necessary to protect the interests of national security, public safety, public order, public health or morals, or the protection of the rights of others.
22	Right to freedom of association	Everyone shall have the right to freedom of association with others, including the right to form and join trade unions for the protection of their interests.
23	Right to participate in public life	Allowing people to take part in the conduct of public affairs and to freely choose representatives to perform governmental functions on their behalf – including free and fair elections.
24	Right to social security, including social insurance	The right to social security encompasses the right to access and maintain benefits from their government without discrimination.
25	Right to work	<p>Everyone must have the opportunity to make their living by work which they freely choose or accept. This implies that no one should be forced to engage in employment and that States must develop a system designed to guarantee all workers access to employment.</p> <p>The right to work includes the prohibition of arbitrary dismissal and workers should not be unfairly deprived of their employment. Work must be 'decent work' that respects their human rights including workers' rights regarding conditions of remuneration and work safety.</p>
26	Right to enjoy just and favourable conditions of work (including rest and leisure)	<p>Protect workers' rights to fair wages and equal remuneration for work of equal value, and that women must be guaranteed conditions of work that isn't inferior to those of men.</p> <p>Remuneration must also be enough to provide workers with a decent living for themselves and their families.</p> <p>Workers should also be able to expect healthy and safe conditions of work, a right to equality of opportunity for promotion, and a right to rest, leisure and holidays as part of conditions at work.</p>
27	Right to form trade unions and join trade unions; the right to strike	Everyone has the right to form trade unions and to join the trade union of his or her choice, subject to the union's own membership rules and possible restrictions by the state.
28	Right to an adequate standard of living	Everyone has the right to adequate housing, food, water and sanitation.
29	Right to health	Recognises the right to the highest attainable standard of physical and mental health.

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No.	Right	Notes
30	Right to education	Guarantees all children the right to free and compulsory primary education.
31	Right to take part in cultural life, benefit from scientific progress, material and moral rights of authors and inventors	In states in which ethnic or other minorities exist, the people belonging to those minorities shall not be denied the right, to form community with the other members of their group, to enjoy their own culture, to practise their own religion, or to use their own language.
32	Right to self-determination	The entitlement of peoples to have control over their destiny and to be treated respectfully.
33	Rights of detained persons to human and dignified treatment	Ensuring detainees are treated with humanity and respect, separating convicted from remand prisoners, separating juveniles from other detainees, and providing a regime that facilitates the social rehabilitation of detainees. 'Humane treatment' includes the provision of a minimum of services to satisfy prisoners' basic needs such as adequate food, clothing, medical care and means of communication.
34	Right not to be subjected to imprisonment in inability to fulfil a contract	The activities of companies are unlikely to impact directly on this right, but they may need to respond in bases where employees or other stakeholders are affected.
35	Rights of aliens to due process when facing expulsion	Ensures that foreigners who are legally present in a country are not expelled from that country without due process in accordance with the law.
36	Rights of minorities	Protects the rights of members of ethnic, religious or linguistic minorities to enjoy their own culture, to practise their religion, and to speak their language.

5.3. Internal resources

- G4S Human Rights Risk Assessment ("heatmap")
- G4S Human Rights Due-diligence Framework

5.4. External resources

- **Human Rights Translated – A Reference Guide for Business**
http://human-rights.unglobalcompact.org/doc/human_rights_translated.pdf
- **Business and Human Rights Resource Centre**
www.business-humanrights.org/unguidingprinciplesportal/home
- **UN Global Compact: Human Rights**
www.unglobalcompact.org.uk/issues/human-rights/

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Appendix 2



Australian Government

Department of Immigration and Border Protection

Attachment A

DECISION RECORD

Request Details

FOI Request FA 14/03/00126

File Number ADF2014/7515

Scope of request

I write seeking information under the Freedom of Information Act, specifically the G4S contract for the Manus Island detention centre and all performance reports provided by the company to the department under this government.

Documents in scope

1. Departmental file: G4S Executed Contract – containing 98 folios.
2. Departmental file: Service Provider Reports – in PDF form – containing 6 folios.
3. Departmental file: Service Provider Reports – in spreadsheet form – containing 10 folios.

Authority to make decision

I am an officer authorised under s.23 of the FOI Act to make decisions in respect of requests to access documents or to amend or annotate departmental records.

Information considered

In reaching my decision, I have considered the following:

- The *Freedom of Information Act 1982*;
- Departmental files and/or documents (identified above);
- The Australian Information Commissioner's guidelines relating to access to documents held by government;
- Comments made by G4S Australia Pty Ltd in relation to the proposed release of the documents; and
- The department's FOI handbook.

Reasons for decision

I have considered the files within the scope of your request and applied exemptions in part or in full to documents as detailed in the Schedule of Documents. You should read the schedule in conjunction with the exemptions below.

Relevant excerpts of the FOI Act are attached for your ease of reference.

Deletion of exempt or irrelevant material under section 22 of the FOI Act

Section 22(2) of the FOI Act provides that, where an agency reaches the view that a document contains exempt information or material that is irrelevant to the request and it is possible for the agency to prepare an edited copy of the document with the irrelevant or exempt material deleted, then the agency must prepare such a copy.

This edited copy must be provided to the applicant. Further, the decision maker must advise the applicant in writing that the edited copy of the document has been prepared and of the reasons for each of the deletions in the document (s.22(3) of the FOI Act).

Exempt material is deleted pursuant to s.22(1)(a)(i) and irrelevant material is deleted pursuant to s.22(1)(a)(ii) of the FOI Act.

The attached Schedule of Documents identifies documents where material has either been deleted as exempt information under the FOI Act or deleted as irrelevant to the scope of the request.

Application of exemptions to your request

Exemption – section 47 – Documents disclosing trade secrets of commercially valuable information

I have determined that information within the G4s contract/document is exempt under s.47(1)(b) of the Act. This is because the information holds significant commercial value that could reasonably be expected to be diminished, if disclosed.

The commercial information relates to specific dollar values and specific fee and cost details with are unique to this particular contract. Further, the commercial information contained in the contract is not known outside G4S and/or the department. If the information were to be disclosed this would allow G4S' competitors to use the information to gain a competitive advantage against G4S for the purposes of similar contracts with the Commonwealth or other entities.

I am accordingly of the view that the information contained in the contract, which is subject to the s.47(1)(b) exemption, is commercially valuable and would be, or could reasonably be expected to be, destroyed or diminished, if disclosed.

Conditionally exempt documents

The FOI Act was amended in November 2010 to impose a new public interest test on all 'conditionally exempt' information, including personal information. The FOI Act now provides that 'conditionally exempt' information must be released unless the decision maker reaches the view that release of the information would be 'contrary to the public interest'.

The public interest test

Factors weighing in favour of release

In weighing up the public interest test, subsection 11B(3) of the FOI Act states that a decision maker must consider whether disclosure of the information would:

- (a) promote the objects of the Act; or*
- (b) inform debate on a matter of public importance; or*
- (c) promote effective oversight of public expenditure; or*
- (d) allow a person to access his or her personal information.*

The objects of the Act, set out in s.3(1) are to give the Australian community access to information held by the Government of the Commonwealth by providing, amongst other things, for a right of access to documents. The intention of Parliament is to promote Australia's representative democracy by increasing public participation in Government processes, with a view to promoting better-informed decision-making and increasing scrutiny, discussion, comment and review of the Government's activities.

Factors weighing against release

The FOI Act does not contain any factors 'against' disclosure. However, the FOI Act states that, if the Australian Information Commissioner (AIC) has issued Guidelines that set out factors weighing against disclosure, then the decision maker must also consider those factors when weighing the public interest (s.11B(5) FOI Act refers).

The AIC has since issued Guidelines that contain a non-exhaustive list of factors that a decision maker must consider when weighing whether it is contrary to the public interest to release 'conditionally exempt' information (paragraph 6.29 of the Guidelines refers).

The elements that weigh against disclosure are:

Whether disclosure of the documents could reasonably be expected to:

- (a) prejudice the protection of an individual's right to privacy, including where:
 - i. the personal information is that of a child, where the applicant is the child's parent, and disclosure of the information is reasonably considered not to be in the child's best interests*
 - ii. the personal information is that of a deceased individual where the applicant is a close family member (a close family member is generally a spouse or partner, adult child or parent of the deceased, or other person who was ordinarily a member of the person's household) and the disclosure of the information could reasonably be expected to affect the deceased person's privacy if that person were alive.**
- (b) prejudice the fair treatment of individuals and the information is about unsubstantiated allegations of misconduct or unlawful, negligent or improper conduct*
- (c) prejudice security, law enforcement, public health or public safety*
- (d) impede the administration of justice generally, including procedural fairness*
- (e) impede the administration of justice for an individual*

- (f) impede the protection of the environment*
- (g) impede the flow of information to the police or another law enforcement or regulatory agency*
- (h) prejudice an agency's ability to obtain confidential information*
- (i) prejudice an agency's ability to obtain similar information in the future*
- (j) prejudice the competitive commercial activities of an agency*
- (k) harm the interests of an individual or group of individuals*
- (l) prejudice the conduct of investigations, audits or reviews by the Ombudsman or Auditor-General*
- (m) prejudice the management function of an agency*
- (n) prejudice the effectiveness of testing or auditing procedures*

Application of conditional exemptions to your request

Public interest conditional exemption – section 47F(1)—personal privacy

The information to which s.47F(1) relates is comprised of signatures of departmental officers and G4S Australia Pty Ltd representatives as well as the name and email contact details of a G4S representative to whom notices under the G4S contract are to be delivered.

A document is 'conditionally exempt' under s.47F(1) of the Act if its release would 'involve the unreasonable disclosure of personal information about any person (including a deceased person)'.

A conditionally exempt document **must** be released under the FOI Act unless the release would be 'contrary to the public interest'. The Act requires me to undertake a 2 step process in deciding if an exemption applies.

1. Would the disclosure be an 'unreasonable' disclosure of personal information?

The exemption in s.47F(1) of the Act will only apply if I am satisfied that the disclosure would involve 'unreasonable' disclosure of a third party's personal information. The Act states that, when deciding whether the disclosure of the personal information would be 'unreasonable', I 'must' have regard to the factors set out in s.47F(2) of the Act:

- (a) the extent to which the information is well known;
- (b) whether the person to whom the information relates is known to be (or to have been) associated with the matters dealt with in the document;
- (c) the availability of the information from publicly available resources;
- (d) any other matters that I consider relevant.

I have considered each of these elements separately below.

(a) Extent to which the information is known

Although the names of the relevant departmental officers and the G4S Australia Pty Ltd representatives who signed the contract may be known, their individual signatures are not. Further, the details (name and contact details) of the G4S representative who is responsible for receiving notices under the contract is not known to the general public.

On balance, I believe that this factor weighs against the disclosure being reasonable.

(b) Whether the person to whom the information relates is known to be associated with the matters in the document

The persons to whom the information relates are not known to be associated with the matters in the document/contract.

On balance, I believe that this weighs against the disclosure being reasonable.

(c) The availability of the information from publicly available sources

The information it is not as yet available 'publicly'.

On balance, I believe that this weighs against the disclosure being reasonable.

(d) Any other matters that the agency considers relevant

I have considered the following:

- whether disclosure of the information could reasonably be expected to harm the interests of an individual or group of individuals;
- the information is not your personal information;
- every person has the right to expect that their personal information will be securely maintained by the department;
- no purpose would be achieved by releasing the information; and
- the degree to which release would contribute to a public purpose being achieved and/or shed light on the working of government.

On balance, I believe that these factors weigh against the disclosure being reasonable.

After considering each element in s.47F(2), I am satisfied that disclosure of the personal information would be an 'unreasonable' disclosure of personal information.

Therefore, I am satisfied that the information I have identified in the relevant documents is 'conditionally exempt' under s.47F(1) of the Act.

2. Is the release contrary to the public interest?

As a result, I must now consider the factors set out in the public interest test in s.11B(3) of the Act.

Factors favouring disclosure

I have considered the factors set out in s.11B(3) of the Act which were discussed above.

While release of personal information would promote the objects of the Act, I do not consider that it would inform debate on a matter of public importance. In addition, the release of the personal information is irrelevant to the effective oversight of public expenditure and would not facilitate you accessing your own personal information.

Factors weighing against disclosure

As discussed above, the AIC has issued Guidelines that contain a list of factors weighing against disclosure which must be considered under s.11B(5) of the Act.

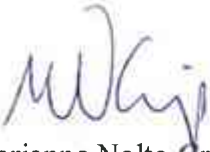
I consider that these factors are relevant to the documents in question:

- *prejudice the protection of an individual's right to privacy, including where:
 - i. *the personal information is that of a child, where the applicant is the child's parent, and disclosure of the information is reasonably considered not to be in the child's best interests*
 - ii. *the personal information is that of a deceased individual where the applicant is a close family member (a close family member is generally a spouse or partner, adult child or parent of the deceased, or other person who was ordinarily a member of the person's household) and the disclosure of the information could reasonably be expected to affect the deceased person's privacy if that person were alive; and**
- *harm the interests of an individual or group of individuals.*

On balance, I am satisfied that the disclosure of the information I have identified as 'personal information' would amount to an 'unreasonable disclosure of personal information'. Further, I am satisfied that the release of the personal information in the documents would be 'contrary to the public interest'.

Therefore, I am satisfied that the personal information in the documents is exempt from release under s.47F(1) of the Act.

Having reached that view, s.22(2) of the FOI Act requires me to provide you with an edited copy of the documents, with the exempt information deleted under s.22(1)(b).



Marianne Nolte-Grimp
Authorised FOI Decision Maker
FOI & Privacy Policy Section
Ministerial, Executive & External Accountability Branch
Department of Immigration and Border Protection

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15 May 2014



Australian Government

Department of Immigration and Border Protection

Attachment B

SCHEDULE OF DOCUMENTS TO DECISION RECORD

FOI Request FA 14/03/00126

File Number ADF2014/7515

1. Departmental File: G4S Executed Contract

Folio	Description	Decision	Legislation
1-98	Contract in relation to the provision of services on Manus island (PNG)	Exempt material has been deleted	s. 47(1)(b)
		Exempt material has been deleted	s.47F(1)

2. Departmental File: Service Provider Reports – in PDF form

Folio	Description	Decision	Legislation
1-2	Service Provider Report (September 2013)	Released in full	
1-2	Service Provider Report (December 2013)	Released in full	
1-2	Service Provider Report (January 2014)	Released in full	

3. Departmental File: Service Provider Reports – in Spreadsheet form

Folio	Description	Decision	Legislation
1-3	Service Provider Report (September 2013)	Released in full	
1-3	Service Provider Report (October 2013)	Released in full	
1-4	Service Provider Report (November 2013)	Released in full	

Attachment C

RELEVANT SECTIONS OF THE FREEDOM OF INFORMATION ACT 1982

FREEDOM OF INFORMATION ACT 1982 - SECT 22

Access to edited copies with exempt or irrelevant matter deleted

Scope

(1) This section applies if:

- (a) an agency or Minister decides:
 - (i) to refuse to give access to an exempt document; or
 - (ii) that to give access to a document would disclose information that would reasonably be regarded as irrelevant to the request for access; and
 - (b) it is possible for the agency or Minister to prepare a copy (an edited copy) of the document, modified by deletions, ensuring that:
 - (i) access to the edited copy would be required to be given under section 11A (access to documents on request); and
 - (ii) the edited copy would not disclose any information that would reasonably be regarded as irrelevant to the request; and
 - (c) it is reasonably practicable for the agency or Minister to prepare the edited copy, having regard to:
 - (i) the nature and extent of the modification; and
 - (ii) the resources available to modify the document; and
 - (d) it is not apparent (from the request or from consultation with the applicant) that the applicant would decline access to the edited copy.
- Access to edited copy

(2) The agency or Minister must:

- (a) prepare the edited copy as mentioned in paragraph (1)(b); and
- (b) give the applicant access to the edited copy.

Notice to applicant

- (3) The agency or Minister must give the applicant notice in writing:
- (a) that the edited copy has been prepared; and
 - (b) of the grounds for the deletions; and
 - (c) if any matter deleted is exempt matter--that the matter deleted is exempt matter because of a specified provision of this Act.
- (4) Section 26 (reasons for decision) does not apply to the decision to refuse access to the whole document unless the applicant requests the agency or Minister to give the applicant a notice in writing in accordance with that section.

FREEDOM OF INFORMATION ACT 1982 - SECT 47

Documents disclosing trade secrets or commercially valuable information

(1) A document is an exempt document if its disclosure under this Act would disclose:

(a) trade secrets; or

(b) any other information having a commercial value that would be, or could reasonably be expected to be, destroyed or diminished if the information were disclosed.

(2) Subsection (1) does not have effect in relation to a request by a person for access to a document:

(a) by reason only of the inclusion in the document of information concerning that person in respect of his or her business or professional affairs; or

(b) by reason only of the inclusion in the document of information concerning the business, commercial or financial affairs of an undertaking where the person making the request is the proprietor of the undertaking or a person acting on behalf of the proprietor; or

(c) by reason only of the inclusion in the document of information concerning the business, commercial or financial affairs of an organisation where the person making the request is the organisation or a person acting on behalf of the organisation.

(3) A reference in this section to an undertaking includes a reference to an undertaking that is carried on by, or by an authority of, the Commonwealth, Norfolk Island or a State or by a local government authority.

FREEDOM OF INFORMATION ACT 1982 - SECT 47F
Public interest conditional exemptions--personal privacy

General rule

(1) A document is conditionally exempt if its disclosure under this Act would involve the unreasonable disclosure of personal information about any person (including a deceased person).

(2) In determining whether the disclosure of the document would involve the unreasonable disclosure of personal information, an agency or Minister must have regard to the following matters:

(a) the extent to which the information is well known;

(b) whether the person to whom the information relates is known to be (or to have been) associated with the matters dealt with in the document;

(c) the availability of the information from publicly accessible sources;

(d) any other matters that the agency or Minister considers relevant.

(3) Subject to subsection (5), subsection (1) does not have effect in relation to a request by a person for access to a document by reason only of the inclusion in the document of matter relating to that person.

Access given to qualified person instead

(4) Subsection (5) applies if:

(a) a request is made to an agency or Minister for access to a document of the agency, or an official document of the Minister, that contains information concerning the applicant, being information that was provided by a qualified person acting in his or her capacity as a qualified person; and

(b) it appears to the principal officer of the agency or to the Minister (as the case may be) that the disclosure of the information to the applicant might be detrimental to the applicant's physical or mental health, or well-being.

(5) The principal officer or Minister may, if access to the document would otherwise be given to the applicant, direct that access to the document, so far as it contains that information, is not to be given to the applicant but is to be given instead to a qualified person who:

(a) carries on the same occupation, of a kind mentioned in the definition of qualified person in subsection (7), as the first-mentioned qualified person; and

(b) is to be nominated by the applicant.

(6) The powers and functions of the principal officer of an agency under this section may be exercised by an officer of the agency acting within his or her scope of authority in accordance with arrangements referred to in section 23.

(7) In this section:

"qualified person" means a person who carries on, and is entitled to carry on, an occupation that involves the provision of care for the physical or mental health of people or for their well-being, and, without limiting the generality of the foregoing, includes any of the following:

- (a) a medical practitioner;
- (b) a psychiatrist;
- (c) a psychologist;
- (d) a counsellor;
- (e) a social worker.

Note: Access must generally be given to a conditionally exempt document unless it would be contrary to the public interest (see section 11A).

CONTRACT

**IN RELATION TO THE PROVISION OF SERVICES ON MANUS ISLAND
(PNG)**

**Commonwealth of Australia represented by Department of Immigration and
Citizenship**

**G4S Australia Pty Ltd
ACN 100 104 658 ABN 64 100 104 658**

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CONTRACT

IN RELATION TO THE PROVISION OF SERVICES ON MANUS ISLAND (PNG)

Date

This Contract is made on ~~December 2012~~
1 February 2013

Parties

This Contract is made between and binds the following parties:

1. The Commonwealth of Australia, acting through and represented by the Department of Immigration and Citizenship ABN 33 380 054 835 (the Department)
2. **G4S Australia Pty Ltd** ABN 64 100 104 658 and ACN 100 104 658 Level 4, 441 St Kilda Road, Melbourne, Victoria, 3004 (the Service Provider)

Recitals

This Contract is made in the following context:

- A. The Department wishes to obtain operational and maintenance services for the people being transferred to a Regional Processing Country (Papua New Guinea (PNG) - Manus Island) (Transferees) from October 2012.
- B. The Department has asked the Service Provider to provide these services as a matter of urgency to the Department in respect of Transferees and other persons nominated by the Department on Manus Island (PNG) on the terms of this Contract.
- C. The parties have agreed that the Service Provider will provide services to Transferees and other persons nominated by the Department on Manus Island (PNG) on the terms of this Contract.

Operative Provisions

1. Definitions and interpretation

1.1. Definitions

1.1.1. In this Contract, unless the context indicates otherwise:

Business Day means a weekday other than a public holiday in the place specified or, if no place is specified, in the Australian Capital Territory, Australia;

Code of means the code of conduct provided by the Department to the Service Provider that outlines expectations and

Conduct	guidelines regarding the conduct of the Service Provider and its Personnel;
Commencement Date	means 10 October 2012;
Commonwealth Material	means any Material: <ul style="list-style-type: none"> a. provided by the Department to the Service Provider for the purposes of this Contract; or b. derived at any time from the Material referred to in paragraph a;
Confidential Information (of the Service Provider)	means information that is by its nature confidential and is described in Schedule 5;
Contract Administrator	means the person appointed by the Department Secretary to perform the duties of Contract Administrator and includes any person from time to time acting in that position as notified to the Service Provider in writing;
Contract Authority	means the person occupying the position of First Assistant Secretary, Detention Infrastructure and Services Division;
Contract Material	means any Material: <ul style="list-style-type: none"> a. created for the purposes of this Contract; b. provided or required to be provided to the Department as part of the Services; or c. derived at any time from the Material referred to in paragraphs a or b;
Department	means the Commonwealth of Australia as represented by any department, agency or authority of the Commonwealth which is from time to time responsible for administering this Contract;
Department Operations Team Leader	means the person (or delegate) appointed by the Department to perform the role of Department Operations Team Leader at the Site;
Excluded Items	means items that may not be brought to the Site under an applicable law or policy issued by the Department;
Execution Date	means the date on which the last of the parties executes this Contract;
Excusable Performance Failure Event	means any of the following events: <ul style="list-style-type: none"> a. a fire, flood, earthquake, pandemic, elements of nature or other acts of God; b. war or other state of armed hostilities, national emergency, embargo or action by customs;

- c. unavailability of essential services such as electricity, gas or water for more than 48 hours;
- d. a restraint by any government agency in a Regional Processing Country,
- e. any other event or occurrence beyond the control of the Service Provider,

other than as a result of the acts or omissions of the Service Provider or its Personnel or any of its subcontractors, which prevents or delays the performance of this Contract by the Service Provider;

GST	has the meaning that it has in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth);
Incident	means an activity which threatens, harms or impacts, or has the potential to threaten, harm or impact upon: <ul style="list-style-type: none"> a. the welfare of Transferees; b. the good order, safety or security of a Site; c. the success of escort/transfer activities; or d. immigration processing;
Information Officer	means any of the information officers appointed under the <i>Australian Information Commissioner Act 2010</i> (Cth) when performing privacy functions as defined in that Act;
Information Privacy Principle	has the same meaning as it has in the <i>Privacy Act 1988</i> (Cth);
In Trust Property	means property of a Transferee that is stored by the Service Provider;
Intellectual Property	includes: <ul style="list-style-type: none"> a. all copyright (including rights in relation to phonograms and broadcasts); b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, <p>but does not include:</p> <ul style="list-style-type: none"> d. Moral Rights; e. the non-proprietary rights of performers; or f. rights in relation to Confidential Information;
Key	means a Key Performance in the Performance Management

Performance Measure	Framework;
Key Personnel	means the Service Provider Personnel specified under clause 4.4 as Key Personnel;
Maintenance	means work that maintains the functionality to applicable performance specifications (or where there are no specifications, to reasonable, safe operating standards) of the Site and includes preventative maintenance, repairs, replacement of lost or damaged items, refurbishment and restoration of work;
Material	means any thing in relation to which Intellectual Property rights arise;
Migration Act	means the <i>Migration Act 1958</i> (Cth);
Moral Rights	means the following non-proprietary rights of authors of copyright Material: <ul style="list-style-type: none"> a. the right of attribution of authorship; b. the right of integrity of authorship; and c. the right not to have authorship falsely attributed;
National Code of Practice for the Construction Industry	means the National Code of Practice for the Construction Industry 1997, a copy of which can be downloaded from www.deewr.gov.au/building ;
Official Information	means any information developed, received or collected by or on behalf of the Department to which the Service Provider gains access under or in connection with this Contract and the terms of the Contract;
Open Access Licence	means a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the material subject to certain restrictions. An Open Access Licence includes any Department or Australian Government open access licence and any Creative Commons Attribution licence (see http://creativecommons.org.au/learn-more/licences);
Pass Through Cost	has the meaning given by Schedule 2 [Fees and Payment];
Performance Management Framework	means the Performance Management Framework developed in accordance with clause 4.4;
Personnel	means: <ul style="list-style-type: none"> a. in relation to the Service Provider - any natural person who is an officer, employee, agent or professional advisor of the Service Provider or of its subcontractors; and

- b. in relation to the Department - any natural person, other than a person referred to in paragraph a, who is an officer, employee, agent or professional advisor of the Commonwealth;

Regional Processing Country	means a country designated by the Minister for Immigration and Citizenship, acting under subsection 198AB(1) of the Migration Act as a regional processing country;
Schedule	means the schedules to this Contract and includes the Schedules as amended or replaced from time to time by agreement in writing between the parties;
Services	means the services described in Schedule 1 [Statement of Work];
Services Fee	has the meaning given in Schedule 2 [Fees and Payment];
Site	means the site notified by the Department to the Service Provider on Manus Island (PNG) and where another site is established on Manus Island, will also include reference to that other site;
Term	has the meaning given by clause 2.4; and
Transferee	means a person transferred to a Regional Processing Country, in relation to this Contract to Manus Island in Papua New Guinea.
WHS Law	means all statutes, regulations, statutory instruments, subordinate legislation, codes of practice and standards (including those of the Commonwealth of Australia and of the location where the Services are being delivered) dealing with or relevant to health and safety in workplaces and of workers and others who may be affected by the carrying out of work and includes any approvals, permits, licences, directions or requirements of an authority exercising regulatory powers in respect of such matters.

- 1.1.2. In this Contract, unless the contrary intention appears:
- a. words importing a gender include any other gender;
 - b. words in the singular include the plural and words in the plural include the singular;
 - c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
 - d. words importing a person include a partnership and a body whether corporate or otherwise;
 - e. a reference to dollars is a reference to Australian dollars;
 - f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;

- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in the Schedules;
- i. the Schedules and any Attachments form part of this Contract;
- j. if any conflict arises between the terms and conditions contained in the clauses of this Contract and any part of a Schedule (and Attachments if any), the terms and conditions of the clauses prevail;
- k. if any conflict arises between any part of a Schedule and any part of an Attachment, the Schedule prevails; and
- l. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

1.2. Guidance on construction of Contract

- 1.2.1. This Contract records the entire agreement between the parties in relation to its subject matter.
- 1.2.2. As far as possible all provisions of this Contract will be construed so as not to be void or otherwise unenforceable.
- 1.2.3. If anything in this Contract is void or otherwise unenforceable then it will be severed and the rest of the Contract remains in force.
- 1.2.4. A provision of this Contract will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

2. General

2.1. Contract objectives

- 2.1.1. The primary objectives of this Contract are to:
 - a. provide open, accountable and transparent Services to Transferees on Manus Island (PNG);
 - b. provide Transferees with a standard and range of operational and maintenance services that is the best available in the circumstances, and utilising facilities and personnel on Manus Island (PNG) and that as far as possible (but recognising any unavoidable limitations deriving from the circumstances of Manus Island (PNG)) is broadly comparable with services available within the Australian community; and
 - c. provide the Services identified in Schedule 1 [Statement of Work] to this Contract.

2.2. Cooperation and good faith

2.2.1. The parties intend to conduct themselves and perform this Contract in the spirit of cooperation and good faith.

2.2.2. For avoidance of doubt, the spirit of cooperation and good faith does not override or limit the provisions of this Contract.

2.2.3. The parties acknowledge that the terms of this Contract require them to reach agreement on a range of matters. The Service Provider must take all steps necessary to prepare relevant documentation and respond to any documentation provided by the Department in relation to these matters in a timely manner. For the avoidance of doubt and without limiting clause 15.1 or 15.2, if notwithstanding this, the parties fail to reach agreement, the Department may terminate this Contract in accordance with clause 15.1.

2.3. Papua New Guinea Memorandum of Understanding

2.3.1. The Service Provider agrees not to permit any act or omission that causes or may cause the Commonwealth to be in breach of its Memorandum of Understanding with Papua New Guinea or with the related Administrative Arrangements (a copy of which will be provided by the Department to the Service Provider).

2.4. Term

2.4.1. This Contract commences on the Commencement Date and, subject to an extension pursuant to clause 2.4.2, continues until the first to occur of:

- a. the Contract is terminated under clause 15; or
- b. 12 months after the Commencement Date.

2.4.2. The Department may extend the term of this Contract beyond the initial Term for one or more periods up to a total of 12 months on the terms and conditions of this Contract then in effect, by providing in each case at least 30 days written notice to the Service Provider.

2.4.3. The parties acknowledge that the Service Provider has been providing Services under the terms of a letter of intent from the Department dated 12 October 2012. The parties acknowledge that:

- a. the Service Provider has been providing Services from the Commencement Date in good faith and has relied on the terms of that letter; and
- b. as from the date that Transferees first arrived at the Site, the Services are to be provided in accordance with Schedule 1 [Statement of Work].

2.5. Transition-in

2.5.1. The Service Provider must commence the provision of Services on the Commencement Date and must perform all activities required to ensure it is ready to provide Services in accordance with this Contract on and from that date.

3. Services

3.1. Service obligations

3.1.1. Schedule 1 [Statement of Work] of this Contract sets out the specific requirements for the Services to be performed on Manus Island (PNG). The Department may request the Service Provider to provide other services on terms to be agreed. Once agreed, the parties will amend this Contract to include the other services and the other services will be Services for the purposes of this Contract.

3.1.2. In accordance with clause 3.3 the Service Provider is required to comply with all applicable laws. The requirements in Schedule 1 are to be read subject to that requirement.

3.1.3. The Service Provider agrees to:

- a. provide the Services and meet the requirements described in Schedule 1 [Statement of Work];
- b. adopt relevant best practice, including any applicable Department, Commonwealth or industry standards and guidelines;
- c. once agreed, implement and comply with the performance management framework described in Schedule 5 [Performance Management Framework]; and
- d. submit invoices, and any required supporting documents, in the manner specified in Item 5 of Schedule 2 or as otherwise specified by the Department.

3.2. Facilities and assistance

3.2.1. The Department will provide the Service Provider with facilities and assistance specified in Item 6 of Schedule 2 and such other facilities and assistance as agreed between the parties from time to time.

3.2.2. The Service Provider acknowledges that:

- a. it will be sharing some of the facilities referred to in clause 3.2.1 with other service providers and the Department personnel; and
- b. from time to time the Department may require the Service Provider to move out of part of the facilities or otherwise adjust the arrangements that apply to the access to the facilities.

The Service Provider will cooperate with the other service providers and the Department in relation to the management and use of the facilities.

3.3. Compliance with laws

3.3.1. The Service Provider must, in performing its obligations in this Contract, comply, and ensure compliance by all its Personnel, with:

- a. all applicable laws, including those applicable in Papua New Guinea and those Australian laws that are applicable to the Services or the Site; and
- b. all applicable Commonwealth policies as notified to the Service Provider from time to time.

3.3.2. The Service Provider may seek assistance from the Department in complying with clause 3.3.1, for example in respect of Personnel and subcontractor clearances, resources imports and the establishment of facilities and, without limiting the Service Provider's obligations in connection with the Contract, the Department will provide assistance to the extent it is reasonably able to do so.

3.4. Compliance with Fair Work Principles

3.4.1. The Service Provider must in relation to Personnel employed by the Service Provider comply, and as far as practicable must ensure its subcontractors comply, with all relevant requirements of the Fair Work Principles as set out in the Fair Work Principles User Guide (available at <http://www.deewr.gov.au/WorkplaceRelations/Policies/FairWorkPrinciples/Documents/FWPUserGuide.pdf> including by:

- a. complying with all applicable workplace relations, occupational health and safety and workers' compensation laws;
- b. informing the Department of any adverse court or tribunal decision for a breach of workplace relations law, occupational health and safety laws or workers' compensation laws made against it during the term of this Contract and any remedial action it has taken, or proposes to take, as a result of the decision;
- c. providing the Department any information the Department reasonably requires to confirm that the Service Provider (and any subcontractor) is complying with the Fair Work Principles; and
- d. participating in all compliance activities associated with its legal obligations, including those arising under the Fair Work Principles. Compliance activities may include responding to requests for information and/or audits undertaken by the Commonwealth, its nominees and/or relevant regulators.

3.4.2. Compliance with the Fair Work Principles shall not relieve the Service Provider from its responsibility to comply with its other obligations under this Contract.

3.4.3. If the Service Provider does not comply with the Fair Work Principles, without prejudice to any rights that would otherwise accrue to the Department, the

Department or any other Commonwealth Department, shall be entitled to publish details of the Service Provider's failure to comply (including the Service Provider's name) and to otherwise provide those details to other Commonwealth agencies.

- 3.4.4. As far as practicable, the Service Provider must:
- a. not use a subcontractor in relation to this Contract where the subcontractor would be precluded from contracting directly with the Department under the requirements of the Fair Work Principles; and
 - b. ensure that all subcontracts impose obligations on subcontractors equivalent to the obligations specified in clauses 3.4.1 to 3.4.4.

4. Management and governance

4.1. Project management

- 4.1.1. The Service Provider must comply with the project management and governance arrangements as outlined in Schedule 1 [Statement of Work] of this Contract.

4.2. Department Personnel

- 4.2.1. The Department will appoint a:
- a. Contract Administrator; and
 - b. Department Operations Team Leader.

4.3. Liaison with Contract Administrator

- 4.3.1. The Service Provider agrees:
- a. to liaise with the Contract Administrator and Department Operations Team Leader (if applicable) as reasonably required; and
 - b. to comply with directions of the Contract Administrator that are consistent with this Contract.

4.4. Performance Management Framework

- 4.4.1. The parties will jointly develop and agree a Performance Management Framework as soon as possible after, and in any event within 8 weeks of, the Execution Date. The Performance Management Framework will be consistent with the principles set out in Schedule 6 [Performance Management Framework Principles] and will include:
- a. details of key deliverables and key performance measures;
 - b. processes and procedures for managing and responding to Excusable Performance Failure Events;
 - c. an abatement regime in respect of the level of performance achieved in the performance of the Services; and

- d. details of the format, content and frequency of performance reports to be submitted in accordance with clause 4.5.

4.4.2. Once the Performance Management Framework has been developed and agreed, the parties will implement the Performance Management Framework.

4.4.3. The parties will periodically review the Performance Management Framework to ensure it remains current and relevant to this Contract and the overall operation and management of the Sites.

4.5. Reports

4.5.1. The Service Provider must as part of the Performance Management Framework and in collaboration with other service providers develop a draft performance report format to be used to report on its performance of its obligations under this Contract and the operation and management of the Sites.

4.5.2. The draft performance report format must address the issues set out in Schedule 6 and must be submitted to the Department for approval within 6 weeks of the Execution Date.

4.5.3. Once agreed, the Service Provider must develop and submit performance reports in the agreed performance report format:

- a. on a monthly basis; or
- b. once the Performance Management Framework has been agreed, in accordance with the Performance Management Framework.

5. Service Provider Personnel

5.1. Key Personnel

5.1.1. The Service Provider will notify the Department from time to time of Key Personnel that have been retained in relation to the performance and management of the Services and the Service Provider's obligations under this Contract.

5.1.2. The Service Provider must ensure that each of the Key Personnel occupy the positions and provide the Services advised to the Department.

5.2. Replacement of Key Personnel

5.2.1. Where Key Personnel cease to work in respect of this Contract, the Service Provider must notify the Department immediately and must provide replacement Key Personnel acceptable to the Department at no additional charge and at the earliest opportunity.

5.2.2. If the Service Provider is unable to provide replacement Key Personnel acceptable to the Department within 10 Business Days of their ceasing work in

respect of this Contract, the Department may, at its discretion, terminate this Contract or remove Services from scope in accordance with clause 15.

5.3. Removal of Key Personnel

5.3.1. The Department may, in its absolute discretion, give notice requiring the Service Provider to remove any Key Personnel from work in respect of the Services. The Service Provider must promptly arrange for the removal of such Key Personnel from work in respect of the Services and their replacement with personnel acceptable to the Department and at no additional cost to the Department.

5.4. Service Provider Personnel

5.4.1. The Service Provider must ensure that all Service Provider Personnel that are to carry out work or perform duties under this Contract have signed:

- a. Confidentiality Deed Poll substantially in the form of Schedule 3 (Confidentiality Deed); and
- b. Deed of Non-disclosure of Personal Information substantially in the form of Schedule 4 (Deed of Non-disclosure of Personal Information),

prior to commencing work or performing duties under this Contract or within 2 days of the Execution Date.

5.4.2. The Service Provider must ensure that all Service Provider Personnel:

- a. are, and remain, of good character and good conduct;
- b. are considered suitable by the Department having regard to any issues identified in an Australian Federal Police background check and brought to the attention of the Department;
- c. have a current 'working with children' check or certificate from an Australian jurisdiction or equivalent from the Australian Federal Police or, in the case of any local Personnel, where any similar check or certificate is required by local law taking into account the nature of their involvement in the Services, such check or certificate;
- d. undergo induction, orientation and ongoing training that complies with the Department requirements when commencing employment with the Service Provider or starting work in relation to the Services and during deployment, including training provided by other Service Providers;
- e. are appropriately skilled, trained and qualified to provide the Services described in Schedule 1 [Statement of Work];
- f. are authorised, registered or licensed in accordance with any applicable regulatory requirements for the purposes of or incidental to the performance of the Services;
- g. possess all relevant industry body, supplier, manufacturer accreditation or scheme memberships and professional association membership that might be reasonably expected of providers of the Services, and produce evidence

of such authorisation, registration, license, accreditation or membership to the Department upon request at any time during the term of this Contract; and

h. will be subject to internal disciplinary processes.

5.5. Behaviour of Service Provider Personnel at the Sites

5.5.1. The Service Provider must ensure that all Service Provider Personnel at a Site:

- a. are aware of, and comply with, the Code of Conduct at all times;
- b. comply with the Department's policy on smoking and other occupational health and safety matters as declared from time to time by the Department; and
- c. carry out their duties and behave in such a way as to maximise the seamless interface between the delivery of the Services and:
 - i. any other services provided by other service providers; and
 - ii. the day to day activities of the Department,so that services delivered by multiple service providers give the impression of being delivered by a single provider.

5.5.2. As part of its corporate best practice the Service Provider requires all its Personnel to comply with G4S Group Ethical Policies as they apply from time to time. The Department recognises this and agrees to it provided that those policies are not inconsistent with the requirements of this Contract.

5.6. Illegal workers

5.6.1. The Service Provider must ensure that its Service Provider Personnel do not include any illegal workers and must notify the Department immediately if it becomes aware of any of its Service Provider Personnel being an illegal worker.

5.6.2. For the purposes of clause 5.6.1, an illegal worker is a person who:

- a. has unlawfully entered and remains in Australia or Papua New Guinea;
- b. has lawfully entered Australia or Papua New Guinea but remains in that country after his or her visa has expired; or
- c. is working in breach of his or her visa conditions.

5.7. Removal of Service Provider Personnel

5.7.1. The Department may, in its absolute discretion, give notice requiring the Service Provider to remove any Service Provider Personnel from work in respect of the Services. The Service Provider must promptly arrange for the removal of such Service Provider Personnel from work in respect of the Services and their replacement with Personnel acceptable to the Department and at no additional cost to the Department.

6. Subcontractor arrangements

6.1. Approval of subcontracts

6.1.1. The Service Provider must not enter into a subcontract without the prior written approval of the Department (such approval not to be unreasonably withheld or delayed) s. 47(1)(b)

6.1.2. The Service Provider acknowledges that the Department may consult with the Government of Papua New Guinea in relation to any proposed subcontracts.

6.2. Extension of provisions to subcontractors and Personnel

6.2.1. In this clause 6.2:

Requirement means an obligation, condition, restriction or prohibition binding on the Service Provider under this Contract.

6.2.2. The Service Provider agrees to ensure that:

- a. its subcontractors and Personnel comply with all relevant Requirements; and
- b. any contract entered into in connection with this Contract imposes all relevant Requirements on the other party.

6.2.3. The Service Provider agrees to exercise any rights it may have against any of its subcontractors, Personnel or third parties in connection with a Requirement in accordance with any direction by the Department.

6.3. Copies of subcontracts

6.3.1. The Service Provider must:

- a. maintain a record of each of the subcontractors and the Services being performed by each of them; and
- b. promptly provide copies of any subcontracts to the Department at the request of the Contract Administrator.

6.4. Service Provider liability and obligations

6.4.1. The Department's approval of any subcontract does not relieve the Service Provider from any liability or obligation under this Contract.

6.4.2. The Service Provider will be liable to the Department for the acts, omissions, defaults and neglect of any subcontractor or any representative of the subcontractor engaged in the performance of the Services as fully as if they were the acts, omissions, defaults or neglect of the Service Provider.

6.4.3. The Service Provider remains responsible for ensuring that:

- a. the work performed by each subcontractor meets the requirements of this Contract; and
- b. no subcontractor further subcontracts any work valued at s. 47(1)(b) or more without the prior written approval of the Department.

6.5. Subcontractor warranty

6.5.1. The Service Provider warrants that each subcontractor:

- a. is suitable to carry out the work under the subcontract and is accredited or qualified in accordance with relevant Laws, Australian Standards and Commonwealth requirements;
- b. where applicable, meets the requirements of the National Code of Practice for the Construction Industry; and
- c. will exercise the standard of skill, care and diligence that would be expected of an expert professional provider of services similar to the Services being provided by the subcontractor.

6.6. Service Provider to be the Department's sole point of contact

6.6.1. The Service Provider acknowledges that the Department may, in its absolute discretion, contact any subcontractor directly as and when required in order to obtain information regarding the Services provided by that subcontractor.

6.6.2. Except as provided in clause 6.6.1, the Service Provider will be the Department's sole point of contact regarding the Services, including with respect to payment.

6.7. Locally engaged subcontractors

6.7.1. In accordance with clause 1.2 in Part 1, Schedule 1, the parties intend that the Service Provider will engage some local entities as subcontractors. The parties recognise that it may not be possible for local entities to meet all of the Requirements. The terms on which local entities will be engaged will be agreed between the parties.

7. Document approval

7.1. Plans

7.1.1. The Service Provider will develop, update and deliver all draft plans to the Department in accordance with Schedule 1 [Statement of Work].

7.2. Review and approval of plans

7.2.1. The Department will:

- a. review; and
- b. approve or request changes to,

each draft plan. The Service Provider will promptly address any requested changes and deliver an updated draft plan to the Department in a timely manner. This clause 7.2.1 will apply to any updated draft plan.

7.2.2. Once approved, the Service Provider will comply with and perform the Contract in accordance with the approved plans.

7.2.3. Approval of a draft plan will:

- a. be construed as no more than an indication that the plan appears to the Department to be capable of being used as a basis for performing the Services;
- b. not be construed as limiting the Service Provider's responsibility to provide Services in accordance with the requirements of the Contract; and
- c. not be construed as a waiver of any right under this Contract or any cause of action arising out of any act or omission of the Service Provider or its Personnel or subcontractors.

8. Payments

8.1. Fees

8.1.1. Subject to this Contract, and in consideration of the Service Provider performing its obligations under this Contract, the Department agrees to make payment to the Service Provider in accordance with Schedule 2 [Fees and Payment].

8.2. Taxes, duties and government charges

8.2.1. Except as provided by this clause 8.2, the Service Provider agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Contract.

8.2.2. Unless otherwise indicated, the fees and all other consideration for any supply made under this Contract is exclusive of any GST imposed on the supply.

8.2.3. If one party (the supplier) makes a taxable supply to the other party (the recipient) under this Contract, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

8.2.4. No party may claim or retain from the other party any amount in relation to a supply made under this Contract for which the first party can obtain an input tax credit or decreasing adjustment.

8.3. Currency

8.3.1. All payments will be made in Australian Dollars unless otherwise agreed.

9. Confidentiality of Official Information and security

9.1. Interpretation

9.1.1. In this clause 9:

- Official Resources** includes:
- a. Official Information;
 - b. people who work for or with the Department; and
 - c. assets belonging to (even if in the possession of contracted providers) or in the possession of the Department;

9.2. Confidentiality of Official Information

9.2.1. The Service Provider will not, without prior written authorisation of the Department, disclose any Official Information to any person (unless required to do so by law).

9.2.2. The Service Provider is authorised, subject to clause 9.3, to provide Official Information to those Personnel and subcontractors who require access for the purposes of this Contract.

9.2.3. The Service Provider agrees to secure all Official Information against loss and unauthorised access, use, modification or disclosure.

9.3. Other security obligations of Service Provider

9.3.1. The Service Provider agrees to comply with any security requirements notified by the Department from time to time.

9.3.2. The Service Provider agrees to implement security procedures to ensure that it meets its obligations under this clause 9 and will provide details of these procedures to the Department on request.

9.4. Management of Copies

9.4.1. In this clause 9.4:

- Copy** means any document, device, article or medium in which Commonwealth Material, Contract Material or Official Information is embodied.

9.4.2. The Service Provider agrees, on expiration or termination of this Contract, to deal with all Copies as directed by the Department, subject to any requirement of law binding on the Service Provider.

10. Confidential Information of Service Provider

10.1. Confidential Information not to be disclosed

10.1.1. Subject to clause 10.2 the Department will not, without the prior written authorisation of the Service Provider, disclose any Confidential Information of the Service Provider to a third party.

10.2. Exceptions to obligations

10.2.1. The obligations of the Department under this clause 9.4 will not be taken to have been breached to the extent that Confidential Information:

- a. is disclosed by the Department to its Personnel solely in order to comply with its obligations, or to exercise its rights, under this Contract;
- b. is disclosed by the Department to its internal management Personnel, solely to enable effective management or auditing of Contract-related activities;
- c. is disclosed by the Department to the responsible Minister;
- d. is disclosed by the Department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- e. is shared by the Department within the Department's organisation, or with another Commonwealth Department, where this serves the Commonwealth's legitimate interests;
- f. is authorised or required by law to be disclosed; or
- g. is in the public domain otherwise than due to a breach of this clause 9.4.

10.2.2. Where the Department discloses Confidential Information to another person pursuant to clauses 10.2.1.a - 10.2.1.e, the Department will notify the receiving person that the information is confidential.

10.2.3. In the circumstances referred to in clauses 10.2.1.a, 10.2.1.b, and 10.2.1.e the Department agrees not to provide the information unless the receiving person agrees to keep the information confidential.

10.3. Period of confidentiality

10.3.1. The obligations under this clause 9.4 in relation to an Item of information described in Schedule 5 continue for the period set out there in respect of that Item.

11. Intellectual property

11.1. Use of Commonwealth Material

11.1.1. The Department grants (or will procure) a royalty-free, non-exclusive licence for the Service Provider to use, reproduce and adapt Commonwealth Material provided to the Service Provider for the purposes of this Contract.

- 11.1.2. The Service Provider agrees to use the Commonwealth Material strictly in accordance with any direction from the Department.
- 11.2. Rights in Contract Material**
- 11.2.1. Intellectual Property in all Contract Material vests or will vest in the Department.
- 11.2.2. Clause 11.2.1 does not affect the ownership of Intellectual Property in:
- a. any Commonwealth Material incorporated into Contract Material; or
 - b. any Material in existence at the Commencement Date and specified below
None specified
- 11.2.3. The Service Provider grants to (or will procure for) the Department a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, perform, distribute, communicate and exploit any existing Material referred to in clause 11.2.2.b in conjunction with the Contract Material, for any purpose.
- 11.2.4. The Service Provider agrees that the licence granted in clause 11.2.3 includes a right for the Department to licence the existing Material in conjunction with the Contract Material to the public under an Open Access Licence.
- 11.2.5. The Service Provider agrees, on request by the Department, to create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this clause 11.2.
- 11.2.6. The Service Provider warrants that:
- a. it is entitled; or
 - b. it will be entitled at the relevant time,

to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause 11.2.

11.3. Moral rights

11.3.1. In this clause 11.3:

- Permitted Acts** means any of the following classes or types of acts or omissions:
- a. using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution or authorship;
 - b. supplementing the Contract Material with any other Material;
 - c. using the Contract Material in a different context to

that originally envisaged;

- d. releasing the Contract Material to the public under an Open Access Licence;

but does not include false attribution of authorship.

11.3.2. The Service Provider agrees:

- a. to obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by the Department or any person claiming under or through the Department (whether occurring before or after the consent is given) and, on request, to provide the executed original of any such consent to the Department; and
- b. to ensure that each author's attention is drawn to the Department's general policies and practices regarding Moral Rights.

11.3.3. This clause 11.3 does not apply to any Commonwealth Material incorporated in the Contract Material.

12. Indemnity and insurance

12.1. Proportionate liability regimes excluded

- 12.1.1. To the extent permitted by law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Service Provider under or in connection with this Contract.

12.2. Indemnity

- 12.2.1. The Service Provider indemnifies the Department from and against any:

- a. cost or liability incurred by the Department;
- b. loss of or damage to property of the Department; or
- c. loss or expense incurred by the Department in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Department,

arising from either:

- d. a breach by the Service Provider of this Contract; or
- e. an act or omission involving fault on the part of the Service Provider or its Personnel in connection with this Contract.

- 12.2.2. The Service Provider's liability to indemnify the Department under clause 12.2.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of the Department or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

12.2.3. The right of the Department to be indemnified under this clause 12.2 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Department is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

12.3. Exclusions

12.3.1. Neither party will have any liability to the other party in any circumstances under or in the course of performing this Contract for any loss of profit, business, or contracts, suffered by that party.

12.3.2. The Service Provider will not have any liability to the Department in any circumstances under or in the course of performing this Contract for:

- a. any loss or damage suffered as a result of deliberate damage to property caused by Transferees (other than where a negligent, wilful or illegal act or omission of the Service Provider has caused or contributed to the damage);
- b. any loss of whatsoever nature directly or indirectly caused or contributed to by or arising from ionising radiations or contamination by radioactivity (other than where caused or contributed to by a negligent, wilful or illegal act or omission of the Service Provider or where the item causing the ionising radiations or radioactivity has been brought onto the Site by the Service Provider); or
- c. any loss arising out of or related in any way to asbestos or asbestos-containing materials (other than where caused or contributed to by a negligent, wilful or illegal act or omission of the Service Provider or where the item containing asbestos has been brought onto the Site by the Service Provider).

12.4. Limitation of liability

12.4.1. s. 47(1)(b) [Redacted]

12.4.2. Clause 12.4.1 does not apply in relation to liability relating to:

- a. personal injury (including sickness and death);
- b. breach of another person's intellectual property rights;
- c. damage to the property of a person other than the Department;
- d. malicious, wilful or illegal acts or omissions of the Service Provider or its Personnel.

12.4.3. The parties acknowledge that the limitation of liability specified in clause 12.4.1 will be subject to review in the event that the contract is varied or extended.

12.5. Insurance

12.5.1. The Service Provider will be required, prior to the Commencement Date, to effect and maintain insurance cover for the duration of this Contract as follows:

- a. workers compensation insurance, as required by law;
- b. products liability insurance in the amount of s. 47(1)(b)
- c. public liability insurance in the amount of s. 47(1)(b) to cover the Service Provider and its employees for their respective rights, interests and liabilities to the Department and third parties for loss or damage to any property and injury or death to any person arising from, or in connection with the provision of the Services by the Service Provider;
- d. professional indemnity insurance for the amount of s. 47(1)(b) (in respect of any single occurrence and in the aggregate);
- e. health and medical evacuation for all Service Provider Personnel; and
- f. comprehensive motor vehicle insurance in respect of registered vehicles used in the provision of the Services.

12.5.2. The Department may require the Service Provider to obtain additional insurance or higher levels of insurance. If this results in the Service Provider incurring an increased premium, the Department will reimburse the additional premium (without mark up).

12.6. Performance securities

12.6.1. The Service Provider will be required to provide, within 3 Business Days of the Execution Date, financial security (such a bank guarantee/surety bond) in the amount of s. 47(1)(b)

12.6.2. The financial security must be unconditional, from a financial institution acceptable to the Department and in a form approved by the Department.

12.6.3. The security will be exercisable by the Commonwealth for either or both of the following:

- a. to obtain compensation for loss suffered in the event that the Service Provider fails to perform the Contract, including upon termination of the Contract; or
- b. to recover any amounts due to the Department in relation to the Contract.

13. Publicity, media and external relationship management

13.1. Publicity and media to be managed by the Department

13.1.1. The Department has, in consultation with the Service Provider and other service providers, developed media and stakeholder engagement protocols. The parties

will implement these protocols in their dealings with and when responding to enquiries from the media and stakeholders.

13.1.2. The Service Provider acknowledges and agrees that the Department will have management and control of:

- a. all publicity, dealings with, inquiries from, comments to or other matters related to the media that are directly or indirectly related to this Contract including, without limitation, regarding the Department and any matter related to the Services, any Transferees, or the relationship or issues between the Service Provider and the Department; and
- b. the relationship and dealings with stakeholders and external parties (including industry groups, special interest or lobby groups, and the community), except to the extent that such contact has been approved by the Department in writing.

13.1.3. Any contact with or release to the media which specifically names the Service Provider is to be approved by the Service Provider prior to any statement being made or material being released, which consent or approval must not be unreasonably withheld or delayed.

13.2. Service Provider not to make public statements

13.2.1. The Service Provider must not, and will ensure that its Personnel and subcontractors do not:

- a. make any public statement;
- b. release any information to, make any statement or comment to, deal with any inquiry from or otherwise assist or advise the media;
- c. publish, distribute or otherwise make available any information or material to third parties,

that concerns or is related to or which might reasonably be expected to affect:

- d. the Department, its Personnel or its subcontractors (whether specifically referred to or not);
- e. the Services;
- f. the relationship between the parties; or
- g. any other matter directly or indirectly related to this Contract,

other than:

- h. to direct any such inquiry to the Department;
- i. as is specifically authorised by and to the minimum extent necessary to fulfil the Service Provider's obligation under this Contract or comply with the Law; or

- j. as may be otherwise specifically authorised in writing by the Department.

14. Dispute resolution

14.1. Procedure for dispute resolution

14.1.1. The parties agree that a dispute arising under this Contract will be dealt with as follows:

- a. a party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
- b. within 5 Business Days of the notice, the Contract Administrator and a senior representative of the Service Provider will meet and try to settle the dispute by direct negotiation between them;
- c. if the parties are not able to resolve the dispute within a further 15 Business Days, the parties will refer the dispute to the Contract Authority and a more senior representative of the Service Provider who will meet and try to settle the dispute.

14.1.2. If the parties have been unable to resolve the dispute within 20 Business Days of the dispute being referred under clause 14.1.1.c:

- a. the parties may agree to refer the dispute to mediation or binding arbitration on terms to be agreed between the parties at the time; or
- b. where the parties do not agree to refer the dispute to mediation or binding arbitration or, where the dispute is referred to mediation the dispute remains unresolved after 20 Business Days of the dispute being referred, either party may commence legal proceedings in relation to the dispute.

14.1.3. Each party will bear its own costs of complying with this clause 14.

14.2. Continued performance

14.2.1. Despite the existence of a dispute, the parties will (unless the Department notifies the Service Provider otherwise) continue to perform their obligations under this Contract.

14.3. Exemption

14.3.1. This clause 14 does not apply to:

- a. action by the Department under or purportedly under clause 15;
- b. legal proceedings by either party seeking urgent interlocutory relief.

15. Termination

15.1. Termination without default

15.1.1. In addition to any right to terminate at law, the Department may by written notice and in its absolute discretion:

- a. terminate this Contract, in which case at least 4 weeks notice will be given; or
- b. reduce the scope of the Services, in which case the notice will unless specified otherwise by the Department in the notice take effect immediately.

15.1.2. The Service Provider agrees, on receipt of a notice issued under clause 15.1.1:

- a. to stop or reduce work as specified in the notice;
- b. to take all available steps to minimise loss resulting from that termination or reduction; and
- c. to continue work on any part of the Services not affected by the notice.

15.1.3. In the event of termination under clause 15.1, the Department will be liable only:

- a. to pay any fees and approved Pass-Through Costs relating to Services completed before the effective date of termination; and
- b. to reimburse any expenses the Service Provider unavoidably incurs relating entirely to Services not covered under clause 15.1.3.a including for the avoidance of doubt any demobilisation costs reasonably incurred.

15.1.4. The Department will not be liable to pay amounts under clause 15.1.3.a and 15.1.3.b which would, added to any fees already paid to the Service Provider under this Contract, together exceed the fees set out in Schedule 2 [Fees and Payment].

15.1.5. In the event of a reduction in the scope of the Services under clause 15.1, the Department's liability to pay fees under clause 8 will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Services.

15.1.6. The Service Provider will not be entitled to compensation for loss of prospective profits.

15.2. Termination for default

15.2.1. In addition to any right to terminate at law, if the Service Provider fails to perform any obligation under this Contract, the Department - if it considers that the failure is:

- a. not capable of remedy – may, by notice, terminate this Contract immediately;

- b. capable of remedy – may, by notice require that the failure be remedied within the time specified in the notice (being a reasonable period having regard to the circumstances of the failure) and, if not remedied within that time, may terminate this Contract immediately by giving a second notice.

15.2.2. The Department may also, by notice, terminate this Contract immediately (but without prejudice to any prior right of action or remedy which the Department has or may have) if the Service Provider:

- a. being a corporation, comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001*, or an order has been made for the purpose of placing the corporation under external administration; or
- b. being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors.

15.3. Transition out

15.3.1. If this Contract is terminated for any reason, the Service Provider must comply with any reasonable directions issued by the Department to achieve an orderly transition of the Services to the Department or an alternative provider.

16. Notices

16.1. Format, addressing and delivery

16.1.1. A notice under this Contract is only effective if it is in writing, and dealt with as follows:

- a. if given by the Service Provider to the Department - addressed to the Contract Administrator at the address specified in the definition of Contract Administrator under clause 1 or as otherwise notified by the Department; or
- b. if given by the Department to the Service Provider - given by the Contract Administrator (or any superior officer to the Contract Administrator) and addressed to (and marked for attention) of:

s. 47F(1)

G4S Australia Pty Ltd
Level 4, 441 St Kilda Road
Melbourne, Victoria, 3004

s. 47F(1)

16.1.2. A notice is to be:

- a. signed by the person giving the notice and delivered by hand; or
- b. signed by the person giving the notice and sent by pre-paid post; or
- c. transmitted electronically by the person giving the notice by electronic mail or facsimile transmission.

16.2. When effective

16.2.1. A notice is deemed to be effected:

- a. if delivered by hand - upon delivery to the relevant address;
- b. if sent by post - upon delivery to the relevant address;
- c. if transmitted electronically - upon actual receipt by the addressee.

16.2.2. A notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

17. General provisions

17.1. Excusable performance failure

17.1.1. Where an Excusable Performance Failure Event occurs, the Service Provider must immediately notify the Department in writing (including by electronic means) of the event specifying:

- a. the nature of, reason(s) for, and estimated duration of the Excusable Performance Failure Event; and
- b. the obligations and Key Performance Measures affected by it and the extent of its effect.

A copy of any notice issued under this clause must be provided at the same time it is issued to the Department Operations Team Leader.

17.1.2. The Department will notify the Service Provider whether it accepts that an Excusable Performance Failure Event has occurred and the extent of its effect.

17.1.3. Where the Department accepts that an Excusable Performance Failure Event has occurred and the extent of its effect, subject to the Service Provider's compliance with its obligations under this clause:

- a. the Service Provider's obligations under this Contract and the relevant Key Performance Measures are suspended for so long as and to the extent they are affected by the Excusable Performance Failure Event (Excusable Performance Failure Period) and no failure or omission by the Service Provider to perform or meet a suspended obligation or Key Performance Measure during the Excusable Performance Failure Period will be a breach of this Contract or result in an abatement of fees under the Performance Management Framework; and
- b. the Department will continue to pay the fees under this Contract in relation to those Services not suspended during the Excusable Performance Failure Period.

17.1.4. During the Excusable Performance Failure Period, the Service Provider must:

- a. use its reasonable endeavours to remove, overcome or minimise the effects of that Excusable Performance Failure Event as quickly as possible;

- b. continue providing the Services and complying with its obligations under this Contract and meeting the Key Performance Measures not affected by the Excusable Performance Failure Event;
- c. implement and comply with the processes and procedures set out in the Performance Management Framework relating to the management of Excusable Performance Failure Events; and
- d. provide the Department Operations Team with daily updates on the Excusable Performance Failure Event and its impact on the performance or meeting of any suspended obligations or Key Performance Measures; and
- e. notify the Department in writing as soon as the Excusable Performance Period ceases.

17.2. Conflict of interest

17.2.1. In this clause 17.1, **Conflict** means any matter, circumstance, interest, or activity affecting the Service Provider, its Personnel or subcontractors which may or may appear to impair the ability of the Service Provider to provide the Services to the Department diligently and independently.

17.2.2. The Service Provider warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date no Conflict exists or is likely to arise in the performance of the Services.

17.2.3. If, during the period of this Contract a Conflict arises, or appears likely to arise, the Service Provider agrees:

- a. to notify the Department immediately;
- b. to make full disclosure of all relevant information relating to the Conflict; and
- c. to take any steps the Department reasonably requires to resolve or otherwise deal with the Conflict.

17.3. Work health and safety

17.3.1. The Service Provider must at all times:

- a. comply with, and ensure that its Personnel and subcontractors comply with WHS Law in the provision of the Services;
- b. co-operate and ensure its Personnel and subcontractors co-operate as required with the Department in the Service Provider's performance of its work health and safety obligations under WHS Law, including participating in any consultation and representation required by the Department;
- c. prepare and provide any report required under the WHS Law to the Department;
- d. comply with any direction or requirement of the Department in relation to work health and safety;

- e. not permit any act or omission that causes or may cause the Department to be in breach of the WHS Law;
- f. Immediately notify the Department of any notifiable incident as defined in the WHS Law; and
- g. immediately notify the Department of any circumstance which may give rise to a work health and safety risk or a failure by the Service Provider, its Personnel, subcontractors or the Department to comply with WHS Law.

17.4. Privacy

17.4.1. The Service Provider agrees, in providing the Services:

- a. not to do any act or engage in any practice which, if done or engaged in by the Department, would be a breach of an Information Privacy Principle; and
- b. to comply with any directions, guidelines, determinations or recommendations specified by the Department, to the extent that they are consistent with the Information Privacy Principles.

17.4.2. The Service Provider agrees to notify the Department immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 17.4.

17.5. Audit and access

17.5.1. The Service Provider agrees:

- a. to give the Contract Administrator, or any persons authorised in writing by the Contract Administrator, access to premises where the Services are being performed or where Official Resources are located; and
- b. to permit those persons to inspect and take copies of any material relevant to the Services.

17.5.2. The rights referred to in clause 17.5.1 are subject to:

- a. the Department providing reasonable prior notice;
- b. the reasonable security procedures in place at the premises; and
- c. if appropriate, execution of a deed of confidentiality by the persons to whom access is given.

17.5.3. The Auditor-General and Information Officer (including their delegates) are persons authorised for the purposes of this clause 17.5.

17.6. Access to documents

17.6.1. In this clause 17.6, 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982* (Cth).

- 17.6.2. The Service Provider acknowledges that this Contract is a Commonwealth contract.
- 17.6.3. Where the Department has received a request for access to a document created by, or in the possession of, the Service Provider or any subcontractor that relates to the performance of this Contract (and not to the entry into the Contract), the Department may at any time by written notice require the Service Provider to provide the document to the Department and the Service Provider must, at no additional cost to the Department, promptly comply with the notice.
- 17.6.4. The Service Provider must include in any subcontract relating to the performance of this Contract provisions that will enable the Service Provider to comply with its obligations under this clause 17.6.
- 17.7. Relationship of parties**
- 17.7.1. The Service Provider is not by virtue of this Contract an officer, employee, partner or agent of the Department, nor does the Service Provider have any power or authority to bind or represent the Department.
- 17.7.2. The Service Provider agrees:
- a. not to misrepresent its relationship with the Department; and
 - b. not to engage in any misleading or deceptive conduct in relation to the Services.
- 17.8. Waiver**
- 17.8.1. A failure or delay by a party to exercise any right or remedy it holds under this Contract or at law does not operate as a waiver of that right.
- 17.8.2. A single or partial exercise by a party of any right or remedy it holds under this Contract or at law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.
- 17.9. Variation**
- 17.9.1. The Department may, including in response to a suggestion from the Service Provider, request that the Service Provider develop a change proposal to address a proposed variation to the Contract. The Service Provider will prepare a contract change proposal, outlining the impact on the Contract of the proposed variation, including on Schedule 1 [Statement of Work] and Schedule 2 [Fees and Payment]. The parties will discuss any contract change proposal in a timely manner.
- 17.9.2. A variation of this Contract is binding only if agreed in writing and signed by the parties, including any variation in a contract change proposal developed pursuant to clause 17.9.1.

17.10. Assignment

17.10.1. The Service Provider cannot assign its obligations, and agrees not to assign its rights, under this Contract without the Department's prior written approval.

17.11. Survival

17.11.1. Unless the contrary intention appears, the expiry or earlier termination of this Contract will not affect the continued operation of any provision relating to:

- a. confidentiality;
- b. privacy;
- c. Intellectual property;
- d. audit and access;
- e. an indemnity;

or any other provision which expressly or by implication from its nature is intended to continue.

17.12. Applicable law

17.12.1. This Contract is to be construed in accordance with, and any matter related to it is to be governed by, the law of the State of Victoria.

17.12.2. The parties submit to the jurisdiction of the courts of that State.

PART 1: NATURE OF THE SERVICES**1. General background and nature of services**

1.1. Background

- 1.1.1. The Department has a requirement for the provision of operational and maintenance services, outlined in this Schedule, to Transferees and staff at the Manus Island Regional Processing Centre.
- 1.1.2. Manus Island, part of the Manus Province, is an island in northern Papua New Guinea (PNG) and is the largest of the Admiralty Islands. The population is approximately 43,000. Manus Island is covered by tropical rain forest with temperatures typically varying from 24 to 32 degrees and has no dry season. Manus Island uses the currency of PNG, the Kina. The main industries on Manus Island are coconut production and sea cucumber fishing.
- 1.1.3. It is expected that the temporary facilities will accommodate up to 500 Transferees and the permanent facilities up to 600.
- 1.1.4. The provision of Services to Transferees will require the provider to take a collaborative approach with Australia and the PNG government organisations and any other service providers engaged by the Department. In particular, an integrated approach will need to be taken around security, safety, incident and risk management.
- 1.1.5. The Regional Processing Centres are low security and allow a certain level of freedom for Transferees. Engagement with the local community will be encouraged. Transferees employment within local communities, Transferee relationships with PNG nationals and the management of high risk Transferees will need to be considered once the Department develops a position on these issues.
- 1.1.6. The Department will require the Service Provider to provide Services which primarily relate to operational and maintenance requirements at the Site. The Service Provider will be required to provide Transferees with a standard and range of operational and maintenance services that is the best available in all circumstances and utilising facilities and Personnel on Manus Island, and that as far as possible (but recognising any unavoidable limitations deriving from the circumstances of Manus Island) is broadly comparable with services available with the Australian Community.
- 1.2. Service Provider Personnel**
- 1.2.1. The Service Provider will ensure that the Personnel levels at the Site are adequate to deliver the Services.

- 1.2.2. The Service Provider must engage with the local community to employ local personnel or subcontract local businesses who meet the requirements of this Statement of Work. Where local capacity exists the Service Provider will utilise this capacity as far as possible. The Service Provider will achieve by 31 December 2012 the following levels of local engagement, where possible using subcontracting arrangements with local businesses.

Service	Percentage
Security	50%
Cleaning	75%
Gardening	75%

- 1.2.3. In this clause 1.2, 'local' means a person who is resident in or a business based in the Manus Province. The percentages above assume the RPC is operating at full capacity.

1.3. Other service providers

- 1.3.1. Other service providers will be engaged including a Transferee Welfare Support Service Provider and a Health Service Provider, as well as a service provider providing welfare and support services in relation to children and their families. The Service Provider will work cooperatively with the other service providers. Where an obligation is expressed as 'support' in this Statement of Work, this usually denotes that another service provider has primary responsibility for the relevant activity and the Service Provider must provide necessary support to that activity such as transport, security or information.

- 1.3.2. The Service Provider must cooperate with any other service providers appointed by the Department to ensure the integrated and efficient carrying on of the operations of the Site, and must provide such reasonable assistance to the Department, local authorities and other services providers as the Department may reasonably request whether or not this is specifically stated in this Schedule.

1.4. Time for development of plans, procedures and arrangements

- 1.4.1. Where this Statement of Work refers to the development of a plan, arrangement or procedure, unless otherwise stated here or agreed by the parties, it is to be developed, approved and then implemented as soon as possible, and implementation should start no later than 6 weeks from the Execution Date.

1.5. Stakeholder management

- 1.5.1. The Service Provider will have significant stakeholder management and consultation requirements including with the Department and Papua New Guinea

government authorities. The Service Provider must adopt a collaborative approach to the complex stakeholder and governance issues.

- 1.5.2. The Service Provider will be required to work closely with the Centre Administrator appointed by the Government of Papua New Guinea.

PART 2: TRANSFEEE SERVICES

2. General

- 2.1.1. The Service Provider must provide and assist with a range of Transferees Services at the Site, and facilitate and encourage Transferees to access these Services.
- 2.1.2. All service delivery decisions taken by the Service Provider will take account of the individual needs of Transferees, and will aim to improve health and well being outcomes for each Transferee. This will be undertaken in conjunction with other service providers.
- 2.1.3. The Service Provider will, in conjunction with other service providers, provide a range of Services to promote the well-being of Transferees and create an environment that supports security and safety at the Site.
- 2.1.4. The Service Provider must take reasonable steps to ensure that it and all its Personnel and subcontractors treat Transferees equitably and fairly, with dignity and respect.
- 2.1.5. The Service Provider must focus on the well-being of each Transferee and will make every effort to ensure visits from family, friends and support groups are facilitated, while maintaining safety of all Transferees.
- 2.1.6. The Service Provider will encourage interaction between Transferees where safe and appropriate.
- 2.1.7. The Service Provider will facilitate activities in conjunction with other service providers, to enhance the ongoing emotional and mental health of each Transferee.

3. Communication management

3.1. Access to communication services

- 3.1.1. The Service Provider will ensure Transferees have access to communication services where available, including:
- a. telephones - in the Transferee area
 - b. computers and printers - for Transferees to perform functions such as word processing, spreadsheets, internet and email for their private use and for the preparation of documents related to their immigration outcome;

- c. internet services - and ensure appropriate filtering software and other measures as necessary are in place, in accordance with Departmental requirements, to control and limit access at the Site by Transferees to:
 - i. pornographic and other prohibited sites, containing or promoting illegal acts;
 - ii. personal software;
 - iii. file transfer protocol sites, software or data; and
 - iv. prohibited sites in foreign languages.
- d. television and other media - with services covering news, current affairs and other content that the Service Provider or other service providers may recommend to promote the well-being for Transferees; and
- e. mail services.

3.2. Management of access

3.2.1. The Service Provider will support other service providers in their management and supervision of access to and use of the communications services by Transferees.

3.2.2. Unless otherwise directed by the Department, the Service Provider may allow a Transferee to retain their mobile phone within a Site, provided that the handset does not have a recording capability (either audio or visual).

3.2.3. The Service Provider must inform Transferees that their access to communication services may be recorded and/or monitored for security purposes.

3.3. Access and use of mail services and facsimiles

3.3.1. The Service Provider must:

- a. register all received mail and facsimiles which are addressed to a Transferee; and
- b. ensure mail does not contain prohibited goods.

The welfare and support services provider will be responsible for distributing mail and facsimiles to Transferees.

3.3.2. Postage costs for mail sent by Transferees will be at the Transferee's expense except when a Transferee does not have the means to pay for postage, in which case the Service Provider must refer to Department instructions.

3.4. Television and other media

3.4.1. The Service Provider must, where available, facilitate access to free-to-air television and other broadcast services, covering news, current affairs and other

content that the Service Provider or other service providers may recommend to promote the well-being for Transferees.

4. Programs and activities

4.1. Overview

4.1.1. The Service Provider will provide support to the Transferee Welfare Support Service Provider to deliver programs and activities through the provision of transport and equipment.

4.2. Families with children

4.2.1. The Service Provider will provide support to the Transferee Welfare Support Service Provider to support families with children to understand and exercise parental responsibility while accommodated at the Site.

4.3. Religious activities

4.3.1. The Service Provider will provide support for religious activities including transport and appropriate equipment.

4.4. Complaints

4.4.1. The Service Provider will:

- a. promote informal early rectification of issues;
- b. clearly inform Transferees of their right to complain and refer complaints to the service provider responsible for managing complaints; and
- c. respond in a timely manner to the service provider responsible for managing complaints where a complaint relates to the Service Provider.

4.5. Private interview rooms

4.5.1. The Service Provider will:

- a. where possible, facilitate Transferee contact in a private interview room with the Australian and the Papua New Guinea government officials and representatives; and
- b. where possible, facilitate contact in a private interview room with any other visitor approved by the Department.

5. Reception, transfer and discharge of Transferees

5.1. General responsibilities

5.1.1. The Service Provider will work with the Transferee Welfare Support Service Provider to coordinate reception, transfer and discharge processes at the Site. The Service Provider must:

- a. conduct reception processes upon the arrival of Transferees at the Site;
- b. provide transfer processes to ready a Transferee for transfer to other locations advised by the Department;
- c. provide discharge processes in a manner that promotes the well-being of Transferees, their dignity and safety; and
- d. ensure that Transferees are regularly informed about what is happening to them in a language they understand through the use of interpreters provided by other service providers if required.

5.2. Processing times

5.2.1. The Service Provider must:

- a. ensure Service Provider Personnel are available to undertake reception, transfer and discharge activities at any time;
- b. have capacity to undertake these processes simultaneously, noting the temporary nature of the facilities at the Commencement Date;
- c. commence the reception process, immediately after a Transferee arrives at the Site and complete the reception process within 12 hours of their arrival at the Site;
- d. commence the induction processes as soon as reasonably practicable after the Transferee's arrival at the Site and complete the induction processes within two days of the Transferee arriving at the Site - the induction process includes providing information regarding how the Site operates and explaining relevant policies, procedures and roles;
- e. undertake transfer and discharge processes in accordance with timeframes determined by the Department on a case by case basis; and
- f. undertake discharge processes where a Transferee is being released immediately after the Service Provider is advised by the Department of the Transferee's release.

5.3. Reception

5.3.1. The Service Provider must:

- a. develop and implement a reception process and checklist;
- b. review, update and, if necessary, reissue identification cards to Transferees;
- c. ensure the reception process is coordinated with the Department and the other service providers;
- d. ensure that Service Provider Personnel involved in the reception process are specifically trained to manage the reception process in a non-threatening and threat-reducing way, with a focus on the well being of Transferees at all times; and

- e. ensure that before new Transferees arrive at the Site, culturally appropriate food is available and other Transferees at the Site are informed of the new arrival/s.

5.4. Transferee health induction assessment

- 5.4.1. The Service Provider will provide all necessary support to enable each Transferee to undergo a health induction assessment during the reception process in conjunction with the other service providers.

5.5. Bedding, clothing and footwear

- 5.5.1. Subject to availability the Service Provider must ensure each Transferee is allocated with the following items during the reception process:
 - a. bedding that is clean and fit for purpose;
 - b. freshly laundered linen that is in good condition and suited to the local climate; and
 - c. where required, clothing and footwear that is new, suited to the local climate and the Transferee's cultural needs; and
 - d. is allocated with a starter pack of toiletries during the Reception process, that includes:
 - i. soap, shampoo and conditioner;
 - ii. toothbrush and toothpaste;
 - iii. hairbrush or comb;
 - iv. deodorant, moisturiser and talcum powder;
 - v. sanitary items (for female Transferees)
 - vi. razor and shaving cream (if required);
 - vii. nail clippers; and
 - viii. sunscreen and insect repellent.

- 5.5.2. Bedding, clothing and footwear is to be replenished as required.

5.6. Arrival phone call

- 5.6.1. As part of the induction process, Transferees will be offered the ability to make a telephone call. The purpose of the telephone call is for the Transferee to advise family, friends or other support networks of their arrival at the Site. The Service Provider will provide support and supervision for the arrival phone call.

5.7. Transferees security risk assessment

- 5.7.1. During the reception process, the Service Provider must conduct a Transferee security risk assessment for each Transferee, which includes an examination of

any previous risk assessments and information about the Transferee that might be provided by the Department or other government agencies.

5.7.2. The Service Provider may:

- a. use a Department provided Transferees security risk assessment framework; or
- b. develop and use an alternative framework, providing it has been developed in accordance with the ASNZS 4360:2004 Standard for Risk Management and has been approved by the Department.

5.7.3. The Service Provider must:

- a. review the security risk assessment for each Transferee at the Site monthly;
- b. re-assess the Transferee's security risk assessment after the Transferee has been involved in any disturbance or received information that may adversely impact on their disposition; and
- c. consider the Transferee's security risk assessment when developing individual management plans and provide information to the relevant service provider when they are conducting accommodation placement reviews.

5.8. Transferee record

5.8.1. Transferee records will be maintained by another service provider. The Service Provider will support the creation and updating of a Transferee record for each Transferee under its care for example by providing necessary information for inclusion in Transferee records and otherwise must comply with Departmental record keeping requirements.

5.9. Induction

5.9.1. The Service Provider will support the induction briefing by providing information relevant to accommodation in the Site including:

- a. a description of facilities and services that are available;
- b. the roles and responsibilities of the Department and Service Provider Personnel, including personnel from other service providers;
- c. how to communicate with Service Provider Personnel;
- d. information on Transferees committees and how to be involved;
- e. photographs of key Service Provider Personnel;
- f. which items are not permitted at the Site and why;
- g. other relevant information as determined by the Service Provider or as notified by the Department.

5.10. Induction booklet

5.10.1. The Service Provider will provide all necessary information to the service provider responsible for the induction booklet.

5.11. Placement review

5.11.1. The Service Provider will:

- a. notify the Department, where the Service Provider believes that existing placement is inappropriate for the Transferee and include reasons why they formed this view; and
- b. support the recording of accommodation details for Transferees.

5.12. Transfer

5.12.1. When notified by the Department, the Service Provider will support preparation by Transferees for their transfer and must:

- a. support preparation of briefing notes for the next party that will take the Transferee into their care that outline any known management or behavioural issues relevant to the Transferee;
- b. ensure that the Transferees security risk assessment has been reviewed and updated;
- c. support the Health Services Provider to ensure that medications and other essential medical items are prepared;
- d. ensure that all personal property of Transferees is transferred with the Transferee and the Transferee signs agreeing as such;
- e. ensure that all hard copy Transferee records are provided to the escort for transfer to the same destination as the Transferee;
- f. take all reasonable steps to ensure that the Transferee has been provided with clothing that is appropriate for the journey and the destination climate; and
- g. co-operate with the Department and any other service providers involved in the Transfer process.

5.13. Discharge

5.13.1. When notified by the Department, the Service Provider will support preparation for discharge of a Transferee from the Site including:

- a. confirming that the identity of the Transferee matches that in the Department's documentation;
- b. take all reasonable steps to ensure the Transferee has been provided with clothing appropriate to the journey and destination climate;

- c. ensure all personal belongings are returned to the Transferee on discharge, or the Transferee's escort if required by Departmental policy.

5.14. Discharge for return

5.14.1. When notified by the Department that a Transferee is being returned, the Service Provider must:

- a. update the Transferee's security risk assessment before they travel and complete the Service Provider assessment of a Transferee for aviation travel;
- b. organise packing and weighing of the property of Transferees; and
- c. assist the Department and any other service providers to facilitate the return.

6. Individual management

6.1. General

6.1.1. The Service Provider will in cooperation with all service providers:

- a. promote and maintain an environment conducive to the health and welfare of Transferees where the needs of Transferees are identified and responded to openly and with integrity;
- b. establish processes to prevent Transferees being subjected to illegal and anti-social behaviour, and where such behaviour becomes apparent, to deal with the issues cooperatively with the local authorities, the Department and other service providers;
- c. promote a culture in which Service Provider Personnel interact with Transferees on a regular basis in both formal and informal settings, developing trust and effective communication channels in undertaking their duties;
- d. take all reasonable steps to ensure all interaction between Service Provider Personnel and Transferees is conducted in a culturally appropriate manner; and
- e. ensure all interaction between Service Provider Personnel and Transferees is conducted in a professional manner.

6.2. Interaction with Transferees

6.2.1. The Service Provider will implement and support:

- a. policies and procedures at the Site that promote high levels of positive and culturally sensitive Interaction between Service Provider Personnel and Transferees to deliver a healthy environment and assist Transferees to achieve greater self-sufficiency over their daily routine in preparation for post-release;

- b. policies and procedures that set out the standards and qualities the Service Provider expects of Service Provider Personnel when they interact with Transferees and other stakeholders, including :
 - i. Service Provider Personnel must clearly identify themselves when communicating with Transferees and other stakeholders and wear a name badge; and
 - ii. support Service Provider Personnel to develop communication skills to interact and communicate with Transferees and other stakeholders in a positive and effective manner.

6.2.2. The Service Provider must ensure that all Service Provider Personnel:

- a. read, sign and understand the Code of Conduct provided by the Department;
- b. maintain regular contact with Transferees;
- c. coordinate access by Transferees to available Services;
- d. proactively manage issues relating to Transferees as they arise and before they impact on the Transferee's well being or that of other Transferees in the Site; and
- e. document and report any matters they consider material to the welfare of Transferees in individual management plans and advise the Department.

6.2.3. The Service Provider must ensure that it, and Service Provider Personnel, do not provide any form of advice in relation to the visa status or other migration related matters of any Transferee.

6.3. Individual management plans

6.3.1. The Service Provider will contribute to the development and implementation of individual management plans.

6.4. Provision of Services to people under the age of 18

6.4.1. The Service Provider must, in addition to the Services outlined elsewhere in this schedule, take all reasonable steps to ensure that the best interests of any child/children are taken into account when performing or delivering Services involving children, including cooperating with and supporting other service providers providing welfare and support services in relation to children and their families.

6.5. Referral of Transferee identity issues

6.5.1. The Service Provider must immediately refer any doubts or concerns regarding a Transferee's identity to the Department.

6.5.2. Where the Service Provider identifies that a Transferee that claimed to be 18 or over, is under 18, the Service Provider must manage that Transferee in accordance with any Department instructions.

6.6. Health of Transferees

6.6.1. The Service Provider must ensure that any Transferee who requests, or appears to be in need of medical attention, is referred to the Health Service Provider for appropriate medical attention.

6.6.2. Where it appears that a Transferee requires emergency medical attention, the Service Provider must:

- a. provide first aid;
- b. seek emergency medical attention for the Transferee immediately, including arranging for transport of the Transferee to the nominated medical facility at the Department's cost;
- c. inform the Health Service Provider of the Transferee's condition as soon as the initial response is complete; and
- d. Inform the Department of the Transferee's condition as soon as the initial response is complete.

6.7. Transferees under the influence of drugs or alcohol

6.7.1. The Service Provider will :

- a. ensure that a Transferee who appears to be under the influence of drugs or alcohol is supervised by Service Provider Personnel until the Transferee appears to be no longer affected; and
- b. refer the Transferee for assessment by the Health Service Provider within 12 hours, unless emergency medical attention is required in which case paragraph 6.6.2 above will apply.

6.8. Mental health awareness

6.8.1. The Service Provider must ensure all relevant Service Provider Personnel attend mental health awareness training provided by the Department.

6.9. Behavioural management of Transferees

6.9.1. The Service Provider, with input from other service providers where appropriate, must develop and implement a system of Transferees behavioural management strategies that aim to defuse tensions and conflicts before they escalate or become serious or violent. The strategy must outline the steps taken to effect de-escalation.

6.10. Illegal and anti-social behaviour

- 6.10.1. The Service Provider must develop and implement processes, in cooperation with the Department, local authorities and other service providers, for managing instances where Transferees are engaged in behaviour that is illegal, has breached the rules applicable at the Site or is anti-social in nature.
- 6.10.2. For the purposes of this clause undesirable behaviours may include:
- a. bullying;
 - b. verbal abuse;
 - c. sexual or other forms of harassment;
 - d. assault;
 - e. malicious destruction of property; and
 - f. possession of weapons or illegal drugs.
- 6.10.3. The Service Provider must work with the Transferee Welfare Support Provider to communicate the Site policy on anti-social behaviour to all Transferees during the induction process.
- 6.10.4. Where the Service Provider has identified, or suspects, that a Transferee has engaged in illegal, non-compliant or antisocial behaviour, the Service Provider must immediately inform the Department and other relevant service providers with recommendations for:
- a. dealing with the perpetrator(s);
 - b. preventing recurrence.
 - c. The Service Provider must record details of and responses to known or suspected instances of individual illegal, non-compliant or antisocial behaviour by Transferees.
 - d. The Service Provider must take all reasonable steps to ensure that Transferees identified as victims of anti-social behaviour are supported by Service Provider Personnel and other service providers, with relevant details recorded.

The Department will be responsible for involving the police or other authorities as required, except where reporting is mandatory under the law.

7. Property of Transferees

7.1. General

- 7.1.1. The Service Provider will develop and implement a procedure to:
- a. inform Transferees of the procedures for management of their property; and
 - b. manage the secure storage of:

- i. all property of Transferees provided voluntarily by the Transferee for storage; and
- ii. all Excluded Items.

7.2. Storage of and access to In Trust Property of Transferees

- 7.2.1. The Service Provider will develop and implement a procedure to:
- a. securely and separately store In Trust Property of Transferees;
 - b. document all In Trust Property of the Transferee;
 - c. provide Transferees with a receipt for all In Trust Property that is to be stored by the Service Provider;
 - d. provide Transferees with access to their In Trust Property, while ensuring they do not have access to Excluded Items ; and
 - e. maintain a register to record all access to the secure store and ensure that all access is monitored.

7.3. Recording of property of Transferees

- 7.3.1. The Service Provider must in accordance with Departmental guidelines:
- a. record all property of Transferees in the Transferee's presence;
 - b. record all property retained by a Transferee while in the Site;
 - c. record all in Trust Property;
 - d. record all illegal and Excluded Items which have been removed and held in trust; and
 - e. provide a receipt to the Transferee.

7.4. Returning In Trust Property

- 7.4.1. The Service Provider must:
- a. provide the opportunity for Transferees to inspect their In Trust Property on discharge; and
 - b. provide the opportunity for the Transferee to sign a statement indicating their satisfaction or otherwise with the items returned and their condition.

7.5. Lost, stolen or damaged property of Transferees in the care of the Service Provider

- 7.5.1. Where In Trust Property is lost, stolen or damaged, the Service Provider must reimburse, at its own cost, the Transferee for the commercial replacement value of the property.
- 7.5.2. Subject to the above, the Service Provider is not responsible for any property retained by the Transferee at the Site that is lost, stolen or damaged.

7.5.3. The Service Provider is responsible for costs associated with any property retained by the Transferee in the Site that is lost, stolen or damaged where that loss, theft or damage is caused by any breach of this Contract, wilful misconduct or negligence on the part of the Service Provider or Service Provider Personnel.

7.6. Excluded Items

7.6.1. The Service Provider must advise Transferees what items are Excluded Items in accordance with any Department policies and procedures notified to the Service Provider. The Service Provider must notify the Department Operations Team Leader if an Excluded Item is observed at the Site or in the possession of a Transferee that has not been surrendered.

7.6.2. Where a Transferee surrenders an Excluded Item, the Service Provider must:

- a. hold the Excluded Item as In Trust Property
- b. record the Excluded Item;
- c. securely store the Excluded Item;
- d. return all Excluded Item that the Transferee may legally possess to the person immediately upon their departure from the Manus Island; and
- e. provide all Excluded Items that the Transferee may legally possess to an escorting officer where required by Departmental policy.

7.7. Illegal items

7.7.1. The Service Provider must notify the Department Operations Team Leader if an illegal item is observed at the Site or in the possession of a Transferee that has not been surrendered.

7.7.2. Where a Transferee surrenders an illegal item, the Service Provider must:

- a. hold the illegal item as In Trust Property
- b. ensure the illegal item does not pose an ongoing safety risk to the Site or any persons at the Site;
- c. notify the Department and local authorities in accordance with the Incident management reporting requirements issued by the Department;
- d. record all identifying details concerning the illegal items; and
- e. securely store the illegal item in a manner that protects the integrity of any evidence until custody of the Illegal Item can be transferred to the relevant authority.

PART 3 - MANAGEMENT AND MAINTENANCE OF ASSETS AND THE SITE

8. Assets

8.1. General

- 8.1.1. The parties intend that the Service Provider will be responsible for a range of maintenance and asset management tasks. During the Term of the Contract, unless additional requirements are notified by the Department, the Service Provider's responsibilities in relation to assets are to:
- a. manage assets at the Site and operate and maintain the assets in a manner that ensures to the greatest extent possible that they achieve their design life and the incidence of emergency and breakdown repairs is minimised having regard to the condition in which the assets were on the Commencement Date and the local conditions such as exposure to weather and proximity to the ocean;
 - b. ensure that the assets are always safe to use and comply with all applicable laws and Australian standards (or are withdrawn from use if they are not);
 - c. procure and manage loose assets (such as sports equipment, books, kitchen utensils, DVDs) to ensure they meet the amenity requirements of the Transferees and as agreed with the Department;
 - d. only dispose of, or write-off, an asset that is owned or paid for by the Department with the prior written approval of the Department; and
 - e. provide details of all new, replacement and written off assets to the Department.

The Service Provider is not responsible for project management of capital works at the Site.

8.2. Service Provider and Department assets

- 8.2.1. The Service Provider must provide all assets required by the Service Provider to perform its obligations under this Contract that are not otherwise provided by the Department. Assets required to perform the Services on Manus Island (PNG) will be at the Department's expense subject to the requirements of Schedule 2. The Department will not be responsible for costs associated with any assets which are used by the Service Provider in Australia or on Manus Island (PNG) in relation to activities of the type covered by the Corporate Overhead Fee.
- 8.2.2. The Service Provider must label its own assets located on Manus Island (PNG) to enable the parties to distinguish between the Service Provider's assets and other assets.
- 8.2.3. Where the Department provides or pays for an asset at the Site (including as a Pass Through Cost), the asset will remain or become the property of the Department.

8.3. Asset register

8.3.1. The Service Provider will work with the Department and other service providers to set up a system for identifying and managing assets at the Site to operate under the Contract to be recorded in an Asset Management Register.

8.4. Maintenance of assets, infrastructure and grounds

8.4.1. The Department acknowledges that the Service Provider is responsible for management and maintenance of infrastructure. The parties agree that the Department is responsible for accepting and commissioning all infrastructure. The Department will ensure that technical manuals and information are available for use at the Site and the Service Provider has received the associated operations, maintenance and safety training inductions and information.

8.4.2. The Service Provider must maintain assets and infrastructure to provide a safe, secure and healthy environment, including:

- a. planning, scheduling and performing maintenance; and
- b. planning, scheduling and performing modifications where approved by the Department.

8.4.3. The Service Provider must manage and maintain all grounds including landscaping, planting and horticultural services and built infrastructure (such as roads, stormwater, drains and fences) to ensure the amenity of the Site is maintained in accordance with local community standards and sound environmental management practices.

8.4.4. A maintenance management plan will be developed by the Service Provider for assets and infrastructure at the temporary Site in accordance with clause 1.4.1 of this Schedule 1. The maintenance management plan will set out arrangements for the Service Provider to maintain all assets at the temporary Site including all building, fittings, plant and equipment, engineering services, grounds and infrastructure elements, taking account of the condition in which the assets were on the Commencement Date and the local conditions such as exposure to weather and proximity to the ocean. The maintenance plan will address all maintenance activities, including inspection, testing and servicing. The Service Provider will be responsible for implementing and managing that plan.

8.4.5. When directed by the Department, the Service Provider will develop a maintenance management plan for the permanent Site for approval. This maintenance management plan will set out arrangements for the Service Provider to maintain all assets at the permanent Site, including all building, fittings, plant and equipment, engineering services, grounds and infrastructure elements, to preserve their functionality and value, by conducting maintenance activities that include all inspection, testing and servicing. The maintenance management plan will also address the integration and management of relevant third party arrangements, including any manufacturer or builder warranties or defects liability obligations, that may apply to the assets.

8.4.6. Once the maintenance management plan has been approved, the Service Provider will be responsible for implementing and managing maintenance in accordance with that plan.

8.5. Emergency and breakdown repairs

8.5.1. The Service Provider must:

- a. repair all Site service breakdowns as soon as possible; and
- b. record all details related to each defect, fault or damage and subsequent action taken in response to emergency breakdowns.

8.6. Alternative arrangements during Maintenance

8.6.1. In the event that an asset is defective or has to be taken out of service for Maintenance, the Service Provider must:

- a. make reasonable alternative arrangements to maintain security, work/occupational health and safety and environmental standards until the asset is returned to service; and
- b. notify the Department of the alternative arrangements and any impact these arrangements may have on provision of the Services.

8.7. Damage by Transferees

8.7.1. If Transferees damage assets, the Service Provider must:

- a. repair or replace the assets as requested by the Department;
- b. notify the Department Operations Team Leader; and
- c. record the cost of repairing or replacing assets damaged by Transferees as a separate item.

8.8. Security systems

8.8.1. The Service Provider must, in accordance with arrangements notified by the Department, maintain and test security systems at the Site to ensure the security systems remain functional at all times.

8.9. Emergency systems

8.9.1. The Service Provider must maintain and test emergency installed systems processes and equipment at the Site in accordance with applicable law, emergency services recommended procedures, manufacturer's instructions and any other requirements notified by the Department.

8.9.2. For the purposes of this section emergency systems include:

- a. fire fighting systems;
- b. alarm systems;

- c. safety and emergency signage;
- d. systems for managing power outages, in particular standby diesel generators and uninterrupted power supplies; and
- e. first aid equipment.

8.10. Work practices

8.10.1. The Service Provider must:

- a. ensure all Maintenance work practices are compatible with the Site; and
- b. where Maintenance or modifications are conducted at the Site:
 - i. maintain safety in the Site;
 - ii. as far as is reasonably practicable, organise for Maintenance or modifications to be done during Business Hours (this requirement does not apply to repairs to critical systems);
 - iii. ensure tools are controlled at all times and remain inaccessible to Transferees; and
 - iv. ensure all Service Provider Personnel abide by any conditions of entry to the Site.

8.10.2. The Service Provider must provide interested Transferees with the ability to participate in gardening activities, and where this occurs the Service Provider must:

- a. as far as reasonably practicable, ensure that all Maintenance tools are controlled by Service Provider Personnel in accordance with a documented control of tools procedure;
- b. closely supervise Transferees during any gardening activities;
- c. develop and implement specific induction procedures to be delivered to Transferees participating in gardening activities; and
- d. satisfy any specific Department requirements regarding the use of tools.

8.11. Communication about Maintenance and modifications

8.11.1. The Service Provider must as far as reasonably practicable:

- a. ensure all people affected by any Maintenance work or modifications being undertaken at a Site are aware of the nature and extent of the activity; and
- b. communicate details of actions required to maintain safety such as:
 - i. prevention of unauthorised access to areas under Maintenance, repair or modification;
 - ii. erecting barriers and signage in accordance with the requirements of all relevant work health and safety laws and Australian Standards; and

- ii. notifying Transferees and other people affected of any alternative arrangements and the duration that they may be in place.

9. Cleaning services

9.1. General

- 9.1.1. The Service Provider is responsible for all routine and non-routine cleaning of the Site to ensure the safety, hygiene and well-being of Transferees, and all other people at the Site.
- 9.1.2. Cleaning includes cleaning of all infrastructure (including temporary arrangements such as tents) that forms part of the Site including areas occupied by the Department, other government agencies and other service providers:
- 9.1.3. The Service Provider must, as far as practicable, conduct all cleaning services in accordance with Commonwealth Work Health and Safety legislation.
- 9.1.4. The Service Provider must undertake routine and non-routine cleaning at the Site, such cleaning must:
 - a. meet the detailed requirements as agreed with the Department; and
 - b. as far as practicable, be in accordance with Commonwealth Work Health and Safety legislation requirements including codes of practice
- 9.1.5. The Service Provider must implement within 14 days of the Execution Date cleaning comment books in appropriate locations throughout the Site, which includes:
 - a. the cleaning schedule for each area;
 - b. a section for 'last cleaned' entry by cleaning Service Provider Personnel; and
 - c. details to allow for a quick assessment of cleaning effectiveness and conformance to the cleaning schedule.

9.2. Cleaning services plan

The parties intend that the Service Provider will develop a cleaning services plan in accordance with clause 1.4.1 of this Schedule 1.

9.3. Non-routine cleaning

- 9.3.1. The Service Provider must respond to non-routine cleaning requirements including outside normal routine cleaning hours, which may be required after:
 - a. accidents;
 - b. equipment malfunction; and
 - c. incidents.

9.3.2. The Service Provider must ensure that training is provided to Service Provider Personnel to ensure that where an emergency cleaning requirement cannot be met by the available cleaning Personnel, contingency plans are enacted to reduce the potential impact on Transferees.

9.4. Cleaning accommodation

9.4.1. The Service Provider is responsible for cleaning all accommodation on the Site, including accommodation occupied by Department, Service Provider and other service provider personnel.

9.4.2. In addition, the Service Provider must clean accommodation occupied by Transferees in the following circumstances:

- a. before a Transferee, or group of Transferees, occupies the accommodation;
- b. after a Transferee, or group of Transferees, vacates the accommodation; and
- c. when it is necessary, especially for Transferees who may not be able to clean their accommodation themselves.

9.4.3. Where non-routine cleaning of Transferee-occupied accommodation is required, the Service Provider must gain the consent of the Transferee prior to conducting the cleaning.

9.5. Provision of cleaning equipment to Transferees

The Service Provider must ensure cleaning equipment is available to Transferees to enable them to self clean their accommodation if appropriate subject to availability.

9.6. Minimise disturbance to Transferees and exposure to hazards

9.6.1. The Service Provider must minimise disturbance to Transferees, and must not expose Transferees or any other person to hazards caused by cleaning activities, including:

- a. coordinating cleaning schedules with the daily routine of Transferees;
- b. placing warning signs where cleaning operations may create a hazard; and
- c. preventing Transferees from accessing areas that are being cleaned or treated.

9.7. Cleaning equipment and chemicals

The Service Provider must take all reasonable steps to ensure all equipment and chemicals used by the Service Provider for cleaning are safe, suitable for purpose, environmentally friendly, including biodegradable, and stored securely when not in use subject to access to secure storage facilities.

10. Environmental management

10.1. Environmental management principles

10.1.1. The Service Provider must develop environmental management principles for the Site in accordance with clause 1.4.1 of this Schedule 1 to manage energy consumption, the use of natural resources, waste disposal, and vermin and pest control that include:

- a. objectives for environmental management;
- b. a risk assessment of the environmental impacts of the individual Site operations;
- c. measures to manage energy consumption, the use of natural resources, waste disposal and pest control;
- d. procedures and documentation for the implementation, development, review and continuous improvement of the environmental management principles;
- e. a self assessment program; and
- f. a process for independent annual auditing of the environmental management principles.

10.2. Energy and water use

10.2.1. The Service Provider must implement any reasonable and cost-effective measures to minimise energy and water use in the Site, including:

- a. identifying and correcting any wasteful operation or practices;
- b. conducting routine Maintenance of systems to achieve peak operational efficiency;
- c. promoting the responsible use of energy, natural resources and water to Transferees and Service Provider Personnel to acknowledge the local conditions; and
- d. complying with any applicable local water restrictions or other water saving measures notified by the Department.

10.3. Waste management

10.3.1. The Service Provider will work with the Department to implement cost effective measures to manage, in accordance with all applicable laws, disposal of:

- a. general liquid, sanitary and solid waste;
- b. non-serviceable or unused fixtures, fittings and equipment (such as white goods, mattresses, and fluorescent light tubes);
- c. hazardous materials and hazardous waste;
- d. garden waste; and

- e. when undertaking disposals, seek to maximise recycling and, where applicable, composting of waste.

10.3.2. Waste management practices must acknowledge the surroundings and local conditions.

10.4. Vermin and pest control

10.4.1. The Service Provider must develop and implement a vermin and pest control plan in accordance with clause 1.4.1 of this Schedule 1, that:

- a. is, to the extent practicable, based on Australian Pest Controllers Association best practice;
- b. is compliant with all applicable Law; and
- c. in accordance with Department requirements as notified from time to time, includes measures that must be taken to prevent or eradicate vermin or pest infestations (including mosquitoes, vector, fleas, bed bugs, poisonous animals such as snakes and spiders, rats, mice and other rodents), such as:
 - i. environmental and habitat measures to disrupt breeding and life-cycles;
 - i. low level chemical measures such as localised dusting and misting; and
 - ii. the scope of the measures to be implemented and the frequency.

10.5. Disruption and health implications of vermin or pest control activities

10.5.1. The Service Provider must, to the extent possible having regard to the available infrastructure and facilities, avoid exposing any person to hazards caused by vermin and pest control activities and must minimise disturbance to Transferees caused by vermin and pest control activities by implementing measures including:

- a. coordinating vermin and pest control activities with the daily routine of Transferees;
- b. preventing Transferees from accessing areas that are being treated with hazardous chemicals; and
- c. consulting with the Department before commencing any pest or vermin control activities that will significantly disrupt daily activities in a Site.

11. Work health and safety

11.1. General

11.1.1. The Service Provider must:

- a. develop and implement a work health and safety plan in consultation with other service providers and the Department;
- b. comply with all applicable laws for occupational/work health and safety which include for the avoidance of doubt the Commonwealth Work Health

and Safety Act, regulations and codes of practice as well as any applicable local laws and where there is any conflict in the applicable laws, comply with the highest standard;

- c. participate, with other service providers, in any work health and safety committee established to oversee compliance with work/occupational health and safety requirements for the Site as a whole.

11.1.2. An interim work health and safety plan must be in place within 14 days of the Execution Date. A more detailed work health and safety plan must be developed and implemented in accordance with clause 1.4.1 of this Schedule 1.

11.2. Safety precautions in performing the Services

11.2.1. The Service Provider must take all reasonable steps to ensure all people within the Site observe all the work/occupational health and safety rules for that Site, including rules applicable to:

- a. the storage, transport, and use of materials; and
- b. safe work processes and the incorporation of any safety precautions.

11.2.2. The Service Provider must, and must ensure relevant subcontractors taking into account the nature of their involvement in the Services, provide appropriate employee assistance programs for all Service Provider Personnel. The Service Provider must ensure that all its and relevant subcontractor Personnel are aware of and have access to these programs at all times, particularly while working at a Site and after any deployment.

11.3. Use of hazardous substances and chemicals

11.3.1. The Service Provider must take all reasonable steps and work with the other service providers to ensure that:

- a. Transferees, Visitors, Service Provider Personnel, Service Provider subcontractors, Department Personnel and contractors are not exposed to hazardous chemicals; and
- b. the material safety data sheets of all chemicals used in the delivery of Services are readily available in case of emergency to be available within 28 days of the Execution Date.

11.3.2. For the purposes of this section, hazardous chemicals has the meaning given in the Commonwealth Work Health and Safety legislation.

12. Management of emergencies

12.1. General

12.1.1. The Service Provider must:

- a. subject to clause 2.2.1(b) of the Contract, operate and maintain the Site as a safe and secure environment for people to live and work in; and
- b. comply with all applicable Laws (which may include both Papua New Guinea and Australian laws) and Australian Standards for the control and management of emergencies.

12.1.2. The Service Provider must within 7 days of the Execution Date develop and implement an interim emergency plans to be approved by the Department (that includes the Service Provider's procedures for managing and responding to all emergencies) for the Site, to ensure the safety and security at the Site of all Transferees, visitors, Personnel of all service providers and Department Personnel. A more detailed plan is to be developed in accordance with clause 1.4.1 of this Schedule 1.

12.2. Compliance with Australian and Standards

12.2.1. To the extent practicable, the Service Provider must comply with all applicable Australian Standards including Australian Standard 3745: Emergency Control Organisation and Procedures for Buildings, Structures and Workplaces and any update to that standard.

12.3. Emergency control organisation

12.3.1. The Service Provider must, develop and implement in conjunction with the Department Operations Team Leader and other service providers, establish an emergency control organisation (**Emergency Control Organisation**) at the Site which will be responsible for:

- a. implementing emergency procedures as prescribed in the emergency plan and procedures;
- b. ensuring that all Service Provider Personnel within their area of responsibility are trained for their role in an emergency;
- c. reporting any matters likely to affect the viability of the emergency plan and procedures;
- d. checking on the effectiveness of emergency systems and equipment; and
- e. controlling emergency situations until the appropriate emergency service arrives to take control, at which time, the Emergency Control Organisation will work in conjunction with that service.

The Emergency Control Organisation must meet quarterly and after any emergency.

12.4. Emergency exercises

12.4.1. The Service Provider must in conjunction with other service providers:

- a. conduct all emergency exercises required by law or as directed by the Department Operations Team Leader at the Site; and
- b. maintain records of all emergency exercises conducted.

12.5. Access to the Site

- 12.5.1. The Service Provider must at all times, with or without notice, provide access to any part of the Site to Department Personnel, the Commonwealth and Immigration Ombudsman, the Australian Human Rights Commission, the Auditor-General and the Privacy Commissioner and members of the Council for Immigration Services and Status Resolution.
- 12.5.2. Subject to their compliance with any applicable security requirements, the Service Provider must facilitate access to the Site by representatives of those government agencies who have entered into Memoranda of Understanding with the Department, in order to enable them to provide the Services referred to therein.
- 12.5.3. The Service Provider must not knowingly provide access to the Site for media visits except with the approval of the Department and in accordance with the procedures and conditions specified by the Department.

PART 4 TRANSPORT AND ESCORT

13. Arrangements transport and escort

13.1. General

- 13.1.1. The Service Provider must:
 - a. supply transport and escort services for the Site;
 - b. transport and escort Transferees and their property in accordance with the Department's requests, where the transport is voluntary or due to medical evacuation;
 - c. transport Transferees for the purposes of programs and activities;
 - d. transport via a shuttle bus service for Transferees and Personnel including Personnel of the Department and other service providers, to points of interest within a reasonable vicinity of the Site; and
 - e. transport staff, including staff of the Department and other service providers, to and from staff accommodation facilities for the commencement and end of each shift.
- 13.1.2. Transport and escort tasks conducted by the Service Provider may include:
 - a. transferring Transferees to off-site programs and activities; and
 - b. transferring Transferees to local appointments.

13.2. Delivery of transport and escort Services

13.2.1. The Service Provider must:

- a. deliver transport and escort services in a manner that takes into account the Department's requirements, the needs and wellbeing of Transferees, integrity of other service providers and contingency situations and related risks;
- b. operate appropriate vehicles and inclusions, including communication devices;
- c. provide appropriately trained Service Provider Personnel to undertake the services;
- d. where the transport and escort is for a voluntary return, ensure the Transferee being transported is the person nominated in the transport request before the task commences;
- e. ensure that Transferees are aware of where they are going and the expected time of departure and arrival;
- f. provide all meals, beverages and medications for the transport and escort task, which are appropriate for the Transferee.

Modes of transport applicable for transport could be by air, by sea, or vehicle.

13.3. Vehicles

13.3.1. The Service Provider must:

- a. provide vehicles in types and quantities of vehicles suitable for transporting Transferees and Personnel of the Department and other service providers;
- b. ensure all vehicles:
 - i. comply with applicable laws for passenger transport vehicles;
 - i. are clean and tidy;
 - ii. are appropriate to the number of Transferees being transported; and
 - iii. carry the appropriate equipment, such as a first-aid kit and fire extinguisher.

PART 5 - SECURITY SERVICES

14. Delivery of security services

14.1. Scope of services

- 14.1.1. The Site needs to provide a safe and secure environment for Transferees, Service Provider Personnel, Department Personnel and all other people at the Site, ensuring that each individual's human rights, dignity and well-being is preserved.

- 14.1.2. The Service Provider must deliver structured security services at the Site that are consistent with the goals of the Site, enable the Service Provider to manage routine events at the Site and respond promptly and flexibly to any Incident.
- 14.1.3. The Department will provide infrastructure at the Site including a perimeter fence, lighting towers and a boom gate.
- 14.1.4. The approach to safety and security must be unobtrusive and ensure that the needs of Transferees are met. The approach and procedures should emphasise communication and interaction strategies that address potential or actual risks before they escalate and effect their de-escalation.

14.2. Integrity of the Site

- 14.2.1. The Service Provider:
- a. must take reasonable steps to ensure Transferees behave at all times in accordance with relevant provisions of the visa granted to them by the government of Papua New Guinea ; and
 - b. immediately notify relevant authorities and the Department if a Transferee does not return to the Site at a time required by local authorities.

14.3. Safety and security plan

- 14.3.1. The Service Provider must develop and implement an interim safety and security plan within 21 days of the Execution Date. The safety and security plan will be approved by the Department and must:
- a. as far as practicable, be based on AS/NZS ISO 31000:2009 Risk management – Principles and guidelines;
 - b. include details of:
 - i. how the Service Provider plans to implement the security services contained in this Schedule; and
 - ii. how the Services will be delivered in accordance with the Philosophy contained in this Schedule.

- 14.3.2. A more detailed plan will be developed in accordance with clause 1.4.1 of this Schedule 1.

14.4. Service Provider Personnel

- 14.4.1. The Service Provider must provide trained Service Provider Personnel to:
- a. deliver security services unobtrusively, 24 hours a day and seven days a week at the Site;
 - b. respond effectively to unforeseen Incidents while treating Transferees with dignity and respect; and

- c. engage with Transferees and other stakeholders to detect possible Incidents before they occur.

14.5. Training of Service Provider Personnel providing security services

14.5.1. Service Provider Personnel are responsible for:

- a. collecting biometric information;
- b. operating surveillance systems; and
- c. must have completed a training course developed by a Level IV accredited trainer in security operations prior to commencing work at the Site.

14.5.2. The Service Provider must implement arrangements for refresher training.

14.6. Safety and security information obligation

14.6.1. The Service Provider must:

- a. gather and record safety and security information to inform the development of the Site and Transferees security risk assessments and maintain the safety and security of the Site; and
- b. gather and store safety and security information in accordance with the record keeping obligations, including privacy and confidentiality obligations, set out in the Contract.

14.6.2. Safety and security information includes information to be provided by other service providers and covers amongst other things:

- a. unusual occurrences;
- b. information received from a Transferee;
- c. a Transferee or group of Transferees, acting unusually or out of character;
- d. Incident Reports;
- e. trends in Incidents; and
- f. relevant information received from any source.

14.7. Site security risk assessment

14.7.1. The Service Provider must, within 7 days of the Execution Date, develop an interim security risk assessment for the Site. It is intended that a more detailed security risk assessment which as far as practicable accords with AS 4360 Risk Management Standard will be developed in accordance with clause 1.4.1 of this Schedule 1.

14.7.2. In developing and updating the security risk assessment, the Service Provider must take account of:

- a. the number and risk profile of the Transferees at the Site;

- b. the overall security situation (including any information that might be made available by the Department, other government agencies or other sources), including:
 - i. visits;
 - ii. arrivals and departures of Transferees;
 - iii. protests and rallies;
 - iv. special events;
 - v. significant dates; and
 - vi. availability of and response times for emergency services; and
- c. the condition and arrangement of built infrastructure and associated technology including any temporary arrangements for new construction or facilities maintenance.

14.7.3. The Service Provider must review the Site security risk assessment as requested by the Department or following any significant Incident. The Service Provider and the Department will agree on timeframes for periodic review of the assessment.

14.7.4. The Service Provider must provide the Department with a copy of the then current security risk assessment, in the form requested by the Department, within five Business Days of any Department request.

14.7.5. The Service Provider must make available to the Department copies of all Security audits conducted, at the completion of the audit or report, including any operational responses to issues raised in the findings of these audits.

14.8. Rostering of security Personnel

14.8.1. The Service Provider must:

- a. ensure daily rosters of Service Provider Personnel for the Site provide a reasonable number of Service Provider Personnel with the skills, experience and fitness required to manage the security environment in a manner that addresses identified risks in the security risk assessment; and
- b. provide the Department with roosting arrangements at the commencement of each alternate business week for the coming fortnight.

14.9. Communication of safety and security requirements

14.9.1. The Service Provider must communicate Site safety and security requirements to all people on Site (including Transferees, Service Provider Personnel, Department Personnel, and visitors). This communication must:

- a. contain only information required by the target audience;
- b. encourage compliance with the Site safety and security rules;

- c. be in a language and form understood by the target audience; and
- d. accommodate people with special needs, such as illiteracy or visual impairment.

14.9.2. The Service Provider must ensure Transferees and other people in the Site are aware of contingency plans for the Site.

15. Entry control

15.1. General

15.1.1. The Service Provider must facilitate controlled and efficient access to the Site by all persons (including Service Provider Personnel, visitors, personnel from other government agencies, Department Personnel, contractors and Transferees), vehicles and goods in an efficient manner.

15.1.2. The Service Provider must ensure that all visitors to the Site are treated with dignity and respect throughout the entry process.

15.2. Identification

15.2.1. The Service Provider must develop and implement a system to identify all people seeking access to the Site and provide a visual means of readily identifying all people while they remain on the Site, including:

- a. confirming access rights and escort requirements;
- b. creating and issuing identification passes; and
- c. discreetly monitor movement and location of all people on the Site.

15.3. Access to controlled areas

15.3.1. The Service Provider must develop and implement systems to manage access to controlled areas within the Site, including implementing a strict control regime for access keys and locks and static guarding where required. Controlled areas are:

- a. secure storage areas;
- b. administration areas;
- c. hazardous materials stores;
- d. medical facilities;
- e. control room;
- f. tool and vehicle stores;
- g. plant and equipment; and
- h. other areas designated by the Department or the Service Provider as controlled areas.

15.4. Operations logs

15.4.1. The Service Provider must:

- a. maintain operations logs at the Site as needed to record the date, time and location for all security related events and actions taken, and constitute an official record of activities and events within the Site;
- b. ensure operations logs provide a comprehensive and accurate account of all Site operations;
- c. inform the Department Operations Team Leader of the range, intent and scope of operations logs in use, and must advise any changes; and
- d. provide operations logs as soon as is reasonably practicable to the Department Operations Team Leader upon receiving a written request.

15.5. Digital records

15.5.1. The Service Provider must, where practicable, digitally record an audio and visual record of all instances where there is any Incident where the Service Provider, acting reasonably, knows that the Department or local authorities may require evidence of the actions Service Provider Personnel.

15.5.2. Where such recordings have been made, the Service Provider must as soon as practicable:

- a. make an unedited copy of the recording;
- b. label the original and copy of the recording with the date and time of the recording and the names of people who appear in the recording; and
- c. provide the original recording to the Department.

15.6. Incidents

15.6.1. The Service Provider must:

- a. take all reasonable steps to manage all Incidents to ensure the safety and welfare of Transferees and other people at the Sites;
- b. seek to resolve all Incidents using negotiation and other de-escalation techniques; and
- c. restore safety and security in the Site as quickly as possible.

15.7. Checks to verify all Transferees are present and safe

15.7.1. The Service Provider must in conjunction with other service providers verify that all Transferees are present and safe in the Site at least twice each day at times which take account of any curfew arrangements.

15.7.2. The check conducted by the Service Provider must be conducted in a manner that respects the cultural, religious, gender and privacy needs of Transferees.

15.7.3. **Service Provider Personnel undertaking checks need to be skilled in identifying Transferees who may be unwell or not coping, including in circumstances where the Transferee may be attempting to hide a problem.**

15.7.4. **The Service Provider must immediately report to the Department Operations Team Leader any concerns about a Transferee's safety, well-being and security.**

15.8. Searches

15.8.1. **The Service Provider must only conduct searches within the Site:**

- a. **with the prior approval of the Department; or**
- b. **on request of the Department.**

15.9. Visitor escorts

15.9.1. **The Service Provider will ensure that:**

- a. **visitors to the Site who are assessed by the Service Provider as requiring a Visitor escort are accompanied by Service Provider Personnel at all times; and**
- b. **visitor escorts are conducted as discreetly as possible, allowing for private conversations between Transferees and Visitors.**

15.10. Perimeter security

15.10.1. **The Service Provider must ensure that the security of the perimeter of the Site is maintained at all times in accordance with Departmental policies and procedures as notified from time to time by the Department.**

15.11. Contingency plans and procedures

15.11.1. **The Service Provider must:**

- a. **develop and implement an Interim contingency plan for the Site with 7 days of the Execution Date for approval by the Department, that details the control arrangements, communications, and other processes and procedures required for the Service Provider to maintain the safety and security of Transferees and other people who may be in the Site at the time;**
- b. **a more detailed plan is to be developed in accordance with clause 1.4.1 of this Schedule 1. The contingency plan will address a range of plausible contingencies, will be as far as practicable developed and maintained in accordance with ASNZS 3745 and will include:**
 - i. **procedures for notifying the Department and other service providers that the contingency plan is in effect;**
 - ii. **coordination procedures with the Department and other service providers and other authorities;**

- iii. processes for communicating emergency procedures to Transferees, Service Provider Personnel and all other people at the Site to ensure they understand the emergency procedures;
- iv. plans and arrangements for applicable emergency services (such as ambulance services, fire services, police services, utilities and nominated contractors) to access and move through the Site;
- v. procedures which apply to a variety of emergency situations (to include evacuation where warranted); and
- vi. frequency of emergency drills and tests.

15.12. Safety and security exercises

15.12.1. The Service Provider must in conjunction with other service providers:

- a. implement a Department approved schedule of quarterly safety and security exercises to test security and Incident response capabilities for Personnel of all service providers; and
- b. at the conclusion of each safety security exercise, provide a written report to the Department on the outcomes from the exercise including any proposals for continuous improvement.

PART 6 - CATERING

16. Catering

16.1.1. Nutritional and Food Safety

The Service Provider must:

- a. ensure Transferees are provided with access to food and beverages that are sufficient in quantity, offer variety, are nutritious, culturally appropriate, dietary specific (where required);
- b. ensure compliance with all applicable health and food safety regulations.

16.2. Quantity of food and beverages

The Service Provider must provide food and beverages in quantities that are at least 10% more at lunch times and 10% more at dinner times than the quantities identified in the Dietary Guidelines for Australian Adults published by the National Health and Medical Research Council.

16.3. Halal arrangements

16.3.1. The Service Provider must ensure that food prepared for Transferees of Islamic faith is Halal, including:

- a. sourcing produce certified as Halal by a recognised Halal food certification organisation; and

- b. preventing any cross-contamination between Halal food and preparation areas and any other food and preparation areas.

16.4. Self-service snacks

- 16.4.1. The Service Provider must provide self-service snacks and refreshments that are available to Transferees at all times.

16.5. Individual Allowance Program and Canteen

- 16.5.1. The Service Provider will support the welfare and support service provider in the operation and management of the Individual Allowance Program and the canteen on the Site as set out in the guidelines issued by the Department from time to time.

- 16.5.2. The Service Provider will be responsible for managing all procurement associated with the operation of the canteen.

16.6. Transport of food beverages

- 16.6.1. The Service Provider must :
- a. to the extent practicable considering the logistic supply routes comply with all applicable laws as well as Food Safety Standards Australia and New Zealand requirements applying to the transport of food and beverages at all times; and
 - b. clean and maintain hot boxes and eskies used to transport food and beverages.

16.7. Cleaning of food preparation and service areas

- 16.7.1. To the extent practicable, the Service Provider must keep all food transportation, storage preparation, service, dining and waste storage areas (including designated self-catering and barbeque areas) and equipment clean and hygienic in accordance with:
- a. Food Safety Standards Australia and New Zealand;
 - b. Food Safety Standards applicable on Manus Island (PNG)
 - c. any applicable manufacturer's or suppliers specifications for cleaning and catering equipment.
- 16.7.2. The Service Provider must ensure that sufficient Service Provider Personnel are employed on each shift to allow for efficient cleaning of all food transportation, storage, preparation, service, dining and waste storage areas and equipment.
- 16.7.3. The Service Provider must organise periodic inspections of all catering facilities to ensure standards are maintained.

16.8. Catering

- 16.8.1. Service Provider Personnel responsible for managing catering at the Site must:
- a. hold at least a Certificate III in Hospitality (Kitchen Operations) or equivalent; and
 - b. have acquired at least three years experience in managing a commercial kitchen.
- 16.8.2. All other catering Personnel engaged by the Service Provider for the preparation of food and beverages must hold at least a Certificate II in Hospitality (Kitchen Operations) or equivalent.
- 16.8.3. All staff engaged by the Service Provider for the serving of food and beverages must hold at least a Certificate II in Hospitality, or, have relevant work experience and be supervised by a person holding a Certificate II in Hospitality other than Transferees who volunteer to assist.

16.9. Display of signage

The Service Provider must develop and implement within 21 days of the Execution Date a document that contains instructions for the cleaning and maintenance of hygiene and safety in food preparation and designated self-catering areas in accordance with any Department instructions. Once developed the document must be displayed prominently.

16.10. Dining room

- 16.10.1. The Service Provider must:
- a. provide lunch and dinner in a designated dining room (where a dining room exists in the Site);
 - b. provide breakfast and snacks in a designated common area;
 - c. except where agreed with the Department, open the dining area for lunch – between 1230 and 1400 and dinner – between 1830 and 2000; and
 - d. open the dining area to serve meals to Transferees of the Islamic faith before dawn and after sunset during Ramadan.

16.11. Late Arrivals

- 16.11.1. The Service Provider must provide a meal and beverage, within one hour to the Transferees who arrive at a Site between 1830 and 0600.

PART 7 - GOVERNANCE ARRANGEMENTS

17. Outline

- 17.1.1. This Part:

- a. outlines the Department's governance framework to support the effective delivery of Services under the Contract; and
- b. discusses the partnering approach expected of the Service Provider, the Department and other service providers to build long term relationships and improve service delivery for Transferees; and
- c. describes the contract management structure that will be in place at a Site level, and a national level, including the committees and joint initiatives the Service Provider will be required to participate in.

18. Governance framework

18.1. General

18.1.1. The Department's governance framework has been developed to support the effective delivery of services under this Contract. A key feature of the governance framework is two distinct layers of governance to provide clear pathways to raise, discuss, respond to, and resolve issues:

- a. senior management - to address issues at the strategic/tactical level; and
- b. local management - to address issues at the delivery levels

18.1.2. The Service Provider must cooperate with the Department by actively participating in committees and meetings that have been (or are being) established across both levels of governance.

18.1.3. The Service Provider must cooperate with the Department, other service providers, and stakeholders, to meet the needs of Transferees and assist the Department to meet its obligations.

18.2. Cooperation, collaboration and meetings

18.2.1. The Service Provider must attend the high level monthly strategic/tactical level meetings with the Department senior management as follows:

- a. as an individual service provider every two to three months as required by the Department; and
- b. in a joined-up forum with the Department and representatives of other service providers every six months or as otherwise required by the Department.

Unless otherwise advised by the Department, senior management meetings will be held in Canberra.

18.2.2. The Service Provider must attend the following local management meetings:

- a. morning meeting (daily) with the Department and other service providers;
- b. consultative committee (monthly) with Transferees, other service providers and the Department;

- c. weekly Department and prevention committee review with the Department and other service providers to identify Transferees at risk; and
- d. facility level board (monthly) with the Department and other service providers reviewing the effectiveness of governance arrangements, risks and issues affecting the facility.

Unless otherwise advised by the Department, local management meetings will be held at the Site.

- 18.2.3. The Service Provider must participate in, and action agreed items resulting from all meetings, consultative committees and forums at the request of the Department.
- 18.2.4. In certain situations, and particularly at the local management level of governance, the Service Provider may be required to chair and lead a meeting.
- 18.2.5. The Service Provider must provide updates, reports and briefings for meetings, consultative committees and forums at the request of the Department.
- 18.2.6. The Service Provider with the Department, PNG government and Manus Island communities must :
 - a. participate in and contribute to regular meetings with community leaders; and
 - b. develop and maintain good working relationships with key community members.

PART 8 - LOGISTICS

19. Logistics

- 19.1.1. The Service Provider will work cooperatively with the Department, local authorities and other service providers to ensure that logistics are completed in a timely manner.
- 19.1.2. The Service Provider will enter into a subcontract with a local entity to provide assistance in relation to logistics associated with handling of cargo at the airport on Manus Island relevant to the Service and the operation of the Site.
- 19.1.3. The Service Provider will develop a logistics plan that sets out in more detail the logistics arrangements that will apply at the Site. Once approved, the Service Provider will comply with and implement the plan.

SCHEDULE 2 FEES AND PAYMENT

1. Service Fee

1.1. Elements of the Service Fee

- 1.1.1. The Service Fee for the Services will comprise the following elements which are described further below:
- a. a Corporate Overhead Fee
 - b. a Service Delivery Team Fee
 - c. a Pass-Through Cost Fee to be applied to certain costs that may be claimed as pass through costs.
- 1.1.2. The Corporate Overhead Fee and the Service Delivery Team Fee are payable from the Commencement Date. Pass-Through Costs approved by the Department along with the applicable Pass-Through Cost Fee may be claimed even if incurred prior to the Commencement Date.
- 1.1.3. The Service Provider is not entitled to any other payments in relation to the delivery of the Services (except where these additional costs have been agreed in writing between the parties).
- 1.1.4. If the Department extends the Contract in accordance with clause 2.4.2, the Corporate Overhead Fee and the Service Delivery Team Fee will be adjusted in accordance with the annual percentage change of the Australian Bureau of Statistics Wage Price Index 6345. Where relevant, those components of the Service Delivery Team Fee that are calculated by reference to wages applicable in Papua New Guinea (PNG) may be adjusted by reference to an equivalent PNG index.

1.2. Exchange rate adjustment

- 1.2.1. Where relevant, the exchange rate to be used is 1Kina = A\$0.46. If there is a variation of more than 10% in the exchange rate, either party may seek a review of this exchange rate or any elements of the Service Fee that have been calculated using this exchange rate.

2. Corporate overhead fee

- 2.1.1. The corporate overhead fee is a monthly fee of s. 47(1)(b) ;
- 2.1.2. The corporate overhead fee includes the following:
- a. s. 47(1)(b)

3.1.3. Without limiting clause 3.1.1 of this Schedule, the parties recognise that the number of Transferees and Site requirements will vary from time to time. The parties will agree a roster on a fortnightly basis that will set the level of resourcing and the number of working days required for the period of the roster (including any pre- and post- deployment activities) and the daily rates and deployment allowances (where applicable) set out in Attachment A will be used to calculate the Service Delivery Team Fee.

3.1.4. Regardless of the number of Transferees at the Site, the Service Provider must not claim a component of the Service Delivery Team Fee for a position unless a person has been deployed or engaged for deployment to the Site in relation to that position.

3.2. Base daily rate and deployment allowance

3.2.1. The base daily rate includes all staff on-costs, including (but not limited to) insurance, administration, superannuation, as well as all allowances (other than deployment allowance).

3.2.2. Deployment allowance includes all allowances, mark-ups, insurance, administration and other on-costs associated with offshore deployment and taxes other than GST. Where staff who are deployed to the Site are on leave or undertaking on shore training, induction, medicals or debriefing in Australia, or travel to or from the Site, the deployment allowance is not payable.

3.3. Rates for locally engaged staff

3.3.1. Labour rates for locally engaged staff must be consistent with local law and practice for the relevant Site and will be subject to a mark up to be agreed to account for management, supervision, contingency, profit and shift work.

4. Pass-through costs and pass through costs fee

4.1. Approval of all pass-through costs

4.1.1. The Department will reimburse reasonable approved costs incurred by the Service Provider that are not covered by the Corporate Overhead Cost Fee or the Service Delivery Team Fee including but not limited to the following:

- a. s. 47(1)(b) [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

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- h. s. 47(1)(b) [redacted]
[redacted]
- [redacted]
- [redacted]
[redacted]
[redacted]
[redacted]

4.1.2. The following limitations apply in relation to Pass-Through Costs:

- a. s. 47(1)(b) [redacted]
[redacted]
[redacted]

4.1.3. The Department will reimburse any requirement to replace Transferee property or compensate a Transferee for loss or damage to their own property other than where the loss or damage was caused or contributed to by an act or omission of the Service Provider. No mark up is to be applied to reimbursement of these costs.

4.1.4. The parties will develop a joint procedure for the management, approval and reporting of all procurement and Pass-Through Costs. All Pass-Through Costs must:

- a. be approved by the Department in advance in writing; and
- b. be claimed within 3 months of the date on which the relevant goods or services are provided to the Service Provider.

4.2. Pass-Through Cost Fee

4.2.1. A Pass-through Cost Fee of s. 47(1)(b) is payable on approved Pass-Through Costs other than where this Contract indicates that no mark up is applicable.

5. Payment arrangements

5.1. Invoices

5.1.1. The Service Fee and the approved Pass-Through Costs will be invoiced and submitted as soon as possible and in any event no more than 3 Business Days after the last working day of each month and be paid by the Department monthly in arrears within 30 days of receipt by the Department of a correctly rendered invoice. Unless otherwise agreed, any payments under this Contract will be made by electronic transfer directly to a nominated bank account.

5.1.2. An invoice must:

- a. meet Australian Taxation Office requirements of a tax invoice as required by GST Law;
- b. be accurate;
- c. meet the requirements of the Financial Management and Accountability Act 1997;
- d. provide disclosure of the basis of all components of the Services Fee charged to the Department (including relevant calculations); and
- e. provide full substantiation for any Pass-Through Costs claimed by the Service Provider and include confirmation that the Pass-Through Costs are properly recoverable (including compliance with paragraph 4.1.4 above).

5.2. Disputes about invoices

- 5.2.1. If the Department in good faith disputes the whole or any portion of the amount claimed in an invoice, the Department:
- a. may withhold payment of any part of the Services Fee or any Pass-Through Costs that are in dispute until the dispute is resolved; and
 - b. must notify the Service Provider in writing (within 30 days of receipt of the invoice) of the reasons for disputing the remainder of the invoice.

5.3. Incorrect Invoices

- 5.3.1. If an invoice is found to have been rendered incorrectly, any underpayment or overpayment will be recoverable by or from the Service Provider, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due from the Department to the Service Provider. In such circumstances the Service Provider must provide to the Department a correctly rendered Tax Adjustment Note.

6. Facilities and other assistance

6.1. Facilities

- 6.1.1. The Department will provide the Service Provider with access to the following facilities for the purposes of providing the Services under this Contract:
- a. accommodation for Service Provider Personnel;
 - b. access to office space;
 - c. transport on Manus Island
- 6.1.2. The Service Provider acknowledges that other service provider and Department personnel will also be accessing and using these facilities as part of the operation and management of the Site. The Service Provider will refer any issues regarding access to or use of the facilities to the Department Operations Team Leader for resolution.

6.2. Other assistance

6.2.1. The Service Provider will be provided with the following assistance:

- a. subsidised meals for Personnel in accordance with Department policy.

Role	FTE*	BDR	Deployment Allowance	TOTAL DR = (BDR + Allowance) x FTE
s. 47(1)(b)				
Manager				
s. 47(1)(b)				
s. 47(1)(b)				

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Role	FTE*	BDR	Deployment Allowance	TOTAL DR = (BDR + Allowance) x FTE
s. 47(1)(b) [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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SCHEDULE 3 CONFIDENTIALITY DEED

THIS DEED POLL is made the day of 2012 in favour of the **COMMONWEALTH OF AUSTRALIA** represented by the Department of Immigration and Citizenship (the Department)

BY _____ (the Confidant)

RECITALS

A The Department and G4S Australia Pty Ltd (Service Provider) have entered into a Contract under which the Service Provider will provide the Services to the Department.

B. The performance of the Services requires access to information confidential to the Department.

C. The Confidant will be performing Services.

THE CONFIDANT DECLARES AS FOLLOWS:

1. INTERPRETATION

1.1 All terms used in this Deed have the same meaning as is given to them in the Contract, and in particular, the following terms have the following meaning:

Contract means the Contract between the Department and the Service Provider for the provision of Services on Manus Island (PNG).

Department Confidential Information means information that:

- a. is by its nature confidential;
- b. is designated by the Department or any law as confidential; or
- c. the Confidant knows or ought to know is confidential;

and includes to the extent that it is confidential:

- d. information comprised in or relating to any Intellectual Property of the Department;
- e. information relating to contractors or suppliers to the Department; and
- f. information relating to Department Data,

but does not include information which:

- g. is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligation; or
- h. has been independently developed or acquired by the Confidant as established by

written evidence.

Department Data means all data and information relating to the Department, and its operations, facilities, customers, clients, constituents, personnel, assets and programs in whatever form that information may exist and whether entered into, stored in, generated by or processed through the Services by or on behalf of the Department and any other data in relation to which the Services are provided.

Intellectual Property or **IP** includes business names, copyrights, and all rights in relation to inventions, patents, registered and unregistered trade marks (including service marks), registered designs, and semi-conductor and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Services means the Services specified in the Contract.

2. NON DISCLOSURE

2.1. Subject to clause 3 of this Deed, the Confidant must not copy, reproduce or disclose any Department Confidential Information without the prior written consent of the Department, which consent the Department may grant or withhold in its absolute discretion.

3. RESTRICTION ON USE

3.1. The Confidant must use Department Confidential Information only for the purpose of performing the Services. In particular the Confidant must not access, use, modify, disclose or retain any Personal Information the Confidant has acquired through the performance of the Services except for the purpose of performing the Services.

4. CRIMES ACT

4.1. The Confidant acknowledges that section 3(1) of the *Crimes Act 1914* (Cth) states that the term "Commonwealth officer" includes a person who "performs services for or on behalf of the Commonwealth".

4.2. The Confidant acknowledges that the publication or communication by the Confidant of any fact or document which has come to their knowledge or into their possession or custody by virtue of the performance of the Contract (other than to a person to whom the Confidant is authorised to publish or disclose the fact or document) may be an offence under the *Crimes Act 1914*, punishment for which may include imprisonment.

5. DELIVERY UP OF DOCUMENTS

5.1. The Department may, at any time and without notice, demand, either orally or in writing, the delivery to the Department of all documents in the possession or control of the Confidant which contain Department Confidential Information.

6. CONFLICT OF INTEREST

6.1. The Confidant warrants that no conflict of interest exists or is likely to arise in the performance of the Services.

6.2. The Confidant warrants that it will not permit any situation to arise or engage in any activity during the performance of the Services which may result in a conflict of interest.

7. SURVIVAL OF OBLIGATIONS

7.1. The obligations in this Deed are perpetual.

8. INDEMNITY

Note: This clause can be deleted where the Confidant is an individual.

8.1. The Confidant indemnifies the Department and its officers, employees and agents against any claim, loss, liability or expense incurred by them which is caused or contributed to by:

- a. the Confidant's failure to comply with this Deed; or
- b. the act or omission of the Confidant's employees, agents or subcontractors in relation to Department Confidential Information.

8.2. The Services Provider agrees that the Department may enforce the indemnity in clause 8.1 in favour of any Department officers, employees or agents.

Executed as a Deed

Drafting Note: Signature block appropriate to the nature of the Confidant to be used.

SIGNED, SEALED and DELIVERED by

[Confidant] in the presence of:

Signature of Recipient

Signature of witness

Name

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THE COMMON SEAL of *[Confidant]*, the
fixing of which was witnessed by:

Signature of director

Signature of director/secretary

Name

Name

SCHEDULE 4 DEED OF NON-DISCLOSURE PERSONAL INFORMATION

THIS DEED POLL is made the _____ day of 2012

in favour of the COMMONWEALTH OF AUSTRALIA represented by the Department of Immigration and Citizenship (the Department)

BY (the Confidant)

1. The Confidant understands that in the course of performing duties in relation to a Contract between the Department and G4S Australia Pty Ltd (Service Provider) (Contract) for the services on Manus Island, the Confidant may have access to personal information, being information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion (Personal Information).
2. The Confidant acknowledges and agrees that it may not access, use, disclose, publish, communicate or retain, or otherwise deal with in any way, Personal Information except in the course of, and for the purpose of, performing its duties in relation to the Contract.
3. The Confidant agrees, with respect to all Personal Information to which it has access in the course of performing duties in relation to the Contract, to:
 - a. not do any act, or engage in any practice that would breach:
 - i. the Services Provider's obligations under the Contract to protect Personal Information if done or engaged in by the Services Provider; or
 - ii. the Information Privacy Principles set out in the *Privacy Act 1988* (Cth) (Privacy Act) if done or engaged in by the Department;
 - b. implement all reasonable measures to assist the Department in meeting the obligations under the Privacy Act concerning the security, use and disclosure of information to which the Department is subject in respect of that Personal Information;
 - c. co-operate with any reasonable demands or enquiries made by the Commonwealth Privacy Commissioner;
 - d. not disclose such Personal Information without the written authority of the Department except in the course of, and for the purpose of, performing the Contract, and it will immediately notify the Department where it becomes aware that a disclosure of such information may be required by law;
 - e. ensure that any person who has an access level which would enable that person to obtain access to any information in respect of which the

Department has obligations under the Privacy Act is made aware of, and undertakes in writing, to observe the provisions of this Deed;

- f. take all reasonable measures to ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse and that only Service Provider Personnel have access to it. For the avoidance of doubt, Personal Information must not be used for, or in any way relating to, any direct marketing purpose;
- g. not transfer such Personal Information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of the Department;
- h. inform any person, on his or her request, in writing of the content of any provision of the Contract that is inconsistent with an approved privacy code binding the Service Provider or a National Privacy Principle as set out in the Privacy Act, in accordance with the Service Provider's obligations under section 95C of the Privacy Act;
- i. immediately to notify the Department when the Confidant becomes aware of a breach of any obligation concerning security, use and disclosure of such Personal Information relating by itself or any representative, employee or officer;
- j. notify the Department of, and co-operate with the Department in the resolution of, any complaint alleging an interference with privacy;
- k. give to any person, on his or her request, having taken reasonable steps to satisfy itself of that person's identity, access to that person's Personal Information held by the Service Provider, except to the extent that the Service Provider is required or authorised by law to refuse to provide the person with access to that Personal Information;
- l. if requested to correct or update such Personal Information by a person to whom the Personal Information relates, take reasonable steps to correct or update the Personal Information;
- m. upon written notice from the Department, destroy or permanently de-identify any Personal Information as soon as practicable after it is no longer required for the purpose for which it was originally collected;
- n. not adopt as its own identifier of a person an identifier that has been assigned by the Department, or use or disclose any such identifier except for the purpose of fulfilling its obligations under the Contract, or where required or authorised by law; and if the Personal Information is sensitive information or health information, as those terms are defined in the Privacy Act, not collect, use or disclose such information without the consent of the person to whom that information relates, subject to any exception provided for by law.

4. The Confidant agrees that its obligations under this Deed and to perform duties in relation to the Contract:
 - a. to the extent of any inconsistency with the National Privacy Principles in the *Privacy Act 1988* (Cth) or any privacy codes or privacy principles contained in, authorised by or registered under any law, take priority to the fullest extent permitted by applicable law; and
 - b. to the extent not so inconsistent, are in addition to any obligations the Confidant may have under the *Privacy Act 1988* (Cth) or any privacy codes or privacy principles contained in, authorised by or registered under any law.
5. The Confidant acknowledges that failure by it to comply with the obligations under the Privacy Act in accordance with paragraph 3 may result in the Service Provider or the Department taking action against the Confidant (including, without limitation, disciplinary action).
6. The Confidant acknowledges that any unauthorised access, alteration, removal, addition, possession, control, supply or impediment to the access, reliability, security or operation of data held in any computer (or, in some cases, any storage device) in the course of performing a Contract with the Commonwealth may be an offence under Part 10.7 of the *Criminal Code 1995* (Cth) for which there are a range of penalties, including imprisonment.
7. The Confidant acknowledges that:
 - a. section 3(1) of the *Crimes Act 1914* (Cth) states that the term "Commonwealth officer" includes a person who "performs services for or on behalf of the Commonwealth";
 - b. the publication or communication by the Confidant of any fact or document which has come to its knowledge or into its possession or custody by virtue of the performance of the Contract (other than to a person to whom the Confidant is authorised to publish or disclose the fact or document) may be an offence under the *Crimes Act 1914* (Cth), punishment for which may include imprisonment; and
 - c. it is an offence under Division 137 of the *Criminal Code 1995* (Cth) to give false and misleading information to the Commonwealth or its officers or agents.
8. The Confidant agrees to treat all Personal Information with the utmost care and to protect that information at all times in accordance with all security and privacy requirements imposed by the Contract on persons performing duties in relation to the Contract.
9. The Confidant acknowledges and agrees that this Deed survives the termination or expiry of any contract providing for the performance of services by it (whether directly or indirectly) in relation to the Contract.
10. This Deed will be governed by, and construed in all respects in accordance with, the law of the Australian Capital Territory and the Confidant agrees to

submit to the applicable jurisdiction of the Courts of that Territory in respect of all matters arising under, or in relation to, this Deed.

11. Without limiting the rights of the Department to enforce this Deed, the Department may also enforce this Deed against the Confidant.

Executed as a Deed

SIGNED, SEALED and DELIVERED by

[Confidant] in the presence of: _____

Signature of Recipient

Signature of witness

Name

THE COMMON SEAL of
[Confidant], the fixing of which
was witnessed by:

Signature of director

Name

Signature of director/secretary

Name

SCHEDULE 5 SERVICE PROVIDER CONFIDENTIAL INFORMATION

(a) Information contained in Contract:

Item	Period of Confidentiality
The individual components of the Service Fee	Duration of the Contract
The liability limitation arrangements	Duration of the Contract

(b) Information obtained or generated in performing Contract:

Item	Period of Confidentiality
The individual components of the Service Fee	Duration of the Contract
Information regarding Performance Framework such as KPIs, performance against KPIs and abatements	Duration of the Contract

SCHEDULE 6 PERFORMANCE MANAGEMENT FRAMEWORK PRINCIPLES

1. **Joined Up Approach**

- 1.1.1. Fundamental to the successful delivery of services to Transferees located at the Sites is a requirement to foster productive working relationships with all other service providers providing services at sites on Regional Processing Countries.
- 1.1.2. The Service Provider is required to engage effectively and positively with local communities and ensure that operational aspects of the Sites are appropriately supported.

2. **The Framework**

2.1. **General**

2.1.1. The Performance Management Framework will ensure the provision of the Services and the management of performance under this Contract aligns with the vision and outcomes of Transferee and community well-being. This is represented in the diagram below as a Performance Pyramid incorporating the following:

1. Program Vision
2. Program Outcomes
3. Key Deliverables (Performance Indicators)
4. Key Performance Measures.

These four levels highlight the different levels of offshore performance measures and have been developed to monitor, analyse, review and implement the Department's core Transferee, operational and strategic objectives in a single framework.

- 2.1.2. The Service Provider must comply with all processes and timeframes specified in
- a. The Performance Management Framework; and
 - b. Any related documents as agreed between the parties.

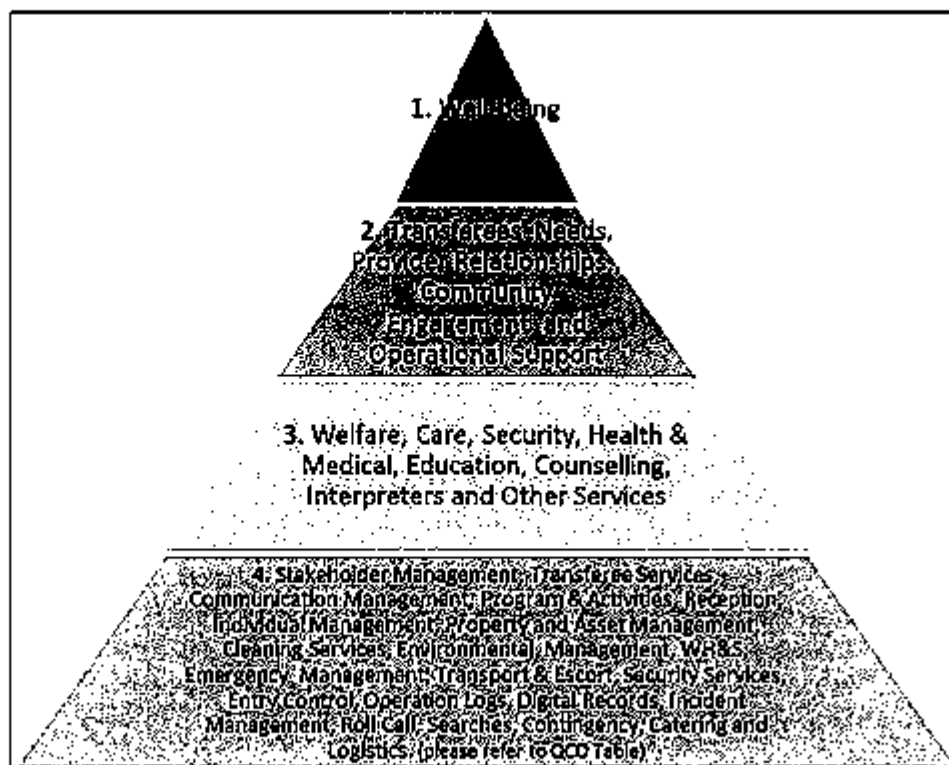


Diagram 1: Performance Pyramid

2.1.3. Level One, the Program Vision, represents the 'Well-being' of the Transferees within a Site on a Regional Processing Country. The well-being of Transferees in a Site is a priority for the Department and the Service Provider. This will be heavily scrutinised in terms of Performance Measurement.

2.1.4. Level Two, Program Outcomes, comprise of:

- Transferees' needs
- Provider relationships; and
- Community engagement and operational support.

It is imperative that the Service Provider acknowledges and addresses the needs of Transferees and fosters productive relationships with all other service providers working in Regional Processing Countries. The Service Provider is expected to engage effectively and positively with local communities and ensure that operational aspects of the Sites are supported.

2.1.5. Level Three, being the Key Performance Indicators represent the eight key areas that frame the Department's expected key deliverables. These areas cover the full scope of services on Site across all service providers.

2.1.6. Level Four represents the specific Key Performance Measures which will be used to measure the success of the programs core objectives. These measures will be specific to each Service Provider and will cover the full scope of services deliverable under each contract. These measures will be developed jointly with the Service Provider within eight weeks of the Execution Date.

2.2. Reporting

2.2.1. The Service Provider must work collaboratively with the other service providers to prepare a single Joint Performance Report for the Site.

2.2.2. The Joint Performance Report must be delivered to the Department monthly within 10 Business Days of the end of each month. The Report will provide an overview of the operations in the Site.

2.2.3. The Report will be prepared in accordance with the agreed template and will include sections dealing with:

- a. Performance against the Key Performance Measures
- b. Areas of poor performance
- c. Areas of achievement
- d. Quality Transferee and community outcomes

2.3. Incentive Regime

2.3.1. The Incentive Regime will be implemented at each Site once the Site is in a business-as-usual operating mode as agreed between the Department and the Service Provider.

2.3.2. The incentive regime will make use of both financial and non-financial incentives to encourage providers to set their performance goals beyond the minimum expectations of the contract and focus on the key outcomes for transferees.

2.4. Abatement Regime

2.4.1. The Abatement Regime will be implemented at each Site once the Site is in a business-as-usual operating mode as agreed between the Department and the Service Provider.

2.4.2. The abatement regime to be implemented will include:

- a. a three 'tiered system' – not financially penalising poor performance in the first instance; and
- b. withholding a percentage of the Management Fee in months where abatement is applicable and in the event of continuous failure.

2.4.3. The 'three tiered system' for abatements will be implemented as follows:

- a. An initial failure of a metric – no financial abatement would apply to an area of performance monitoring, however there is an obligation to increase the level and frequency of reporting requirements and a process for the identification of issues / failures on key deliverables
- b. Subsequent failure of the metric – there is no financial abatement however the failure results in increased observations and monitoring by the Department to determine preventative / corrective action
- c. A third failure of the same metric or a failure of any significant metric – a financial abatement is applied in accordance with a methodology yet to be determined.

2.4.4. There will be some situations in which the first and second tier of the three tier system will not apply. This relates to performance failures that DIAC considers 'significant' in terms of not complying against performance measures. Immediate financial abatement will apply in the first instance in the following circumstances:

- a. Breaches of hygiene standards
- b. Breaches of client accountability
- c. Incidents of preventative injury
- d. Others as determined by DIAC (based on an assessment of risk)

3. Excusable Performance Failure

3.1.1. The Contract includes provisions dealing with Excusable Performance Failure Events. The Service Provider must comply with the requirements of these provisions.

3.1.2. The Service Provider must develop as part of the Performance Management Framework, processes and procedures that will be implemented in the event of a Excusable Performance Failure Event in order to remove, overcome or minimise the effects of that Excusable Performance Failure Event as quickly as possible and that, to the maximum extent possible, the Program Vision, Program Outcomes and Key Performance Indicators continue to be met during the Excusable Performance Failure Period ('Response Processes'). Successful implementation of these Response Processes will be reflected in a least one Key Performance Measure.

3.1.3. During the Excusable Performance Failure Period, some of the Key Performance Measures may be suspended. However, the Service Provider's performance against the remaining Key Performance Measures, in particular the Key Performance Measure(s) dealing with implementation of the Response Processes, will continue to be measured and failure to meet any Key Performance Measures that have not been suspended could result in an abatement.

Executed by the
Commonwealth of Australia
represented by Department of
Immigration and Citizenship
by its duly authorised delegate:

s. 47F(1)

Signature of witness

Mark Painting
Name of witness (print)

s. 47F(1)

Signature of delegate

KENNETH DOUGLAS
Name of delegate (print)
*FIRST ASSISTANT SECRETARY
DETENTION INFRASTRUCTURE
& SERVICES DIVISION*
Position of delegate (print)

Executed by G4S Australia Pty
Ltd by its duly authorised
representative:

s. 47F(1)

Signature of witness

ANDREW DEWINTER
Name of witness (print)

*Company Secretary,
G4S Australia Pty Ltd*

s. 47F(1)

Signature of authorised
representative

DARREN BOYD
Name of authorised
representative (print)
*Managing Director
G4S Australia Pty Ltd*
Position of authorised
representative (print)

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G4S Individual Service Provider Report

Regional Processing Centre
Individual Service Provider Report

Sep-13

Site	MIRPC	Action Plans endorsed	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Contact person	Dinesh PERERA	Initial failures	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Contact number	(675)70319993	Secondary failures	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Treatment Plans submitted	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Third failures	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Treatment Plans endorsed	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	EPF(s) submitted	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Action Plans submitted	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	EPF(s) approved	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Abatements applicable	<input type="checkbox"/> Yes <input type="checkbox"/> N

Executive summary

We have introduced a substantial number of new compliance controls to ensure high standards of contract compliance to reduce the likelihood of performance failures. We can ensure this by having completed compliance sheets, Op orders and other operational paperwork. We are continually reviewing our systems, processes and procedures to improve contract performance. We wish to point out that we have applied for an Excusable Performance Failure against the monumental changes that are taking place and this has been agreed by NatO Canberra.

Assessment of performance against individual contract responsibilities

We believe that we have met expectations against all of the contract deliverables.

Areas of poor performance

Nil.

Areas of achievement

We have maintained high standards of contract compliance commensurate with the rapid response in this challenging environment. We will continue to meet the needs of the Department and support the Australian Government policy for offshore processing. A particular achievement is the rapid mobilisation of Safety and Security Officer's to meet the growing demands of the site.

Transferee and community outcomes

With in excess of 300 transferees arriving to the Centre in the month of September some significant and positive outcomes have been achieved. There has not been any instances that have compromised the safety and security of the site, nor has there been any disturbances to the general operation of the facility.

Service provider comments

A challenging month has seen the Centre grow at a rapid rate. In our opinion the service demand has been met and in some cases exceed by G4S.

Dinesh Perera

Sign here

Signature of service provider representative
Name: Dinesh Perera
Position: Deputy General Manager

Sign here

Signature of DIAC RPC Service Delivery Manager
Name:
Position:

Date: 05/10/2013

Date:

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G4S Individual Service Provider Report

**Regional Processing Centre
Individual Service Provider Report
Jan-14**

Site	MIRPC
Contact person	John McCaffery
Contact number	67571197450
Treatment Plans submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No
Treatment Plans endorsed	<input type="checkbox"/> Yes <input type="checkbox"/> No
Action Plans submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No

Action Plans endorsed	<input type="checkbox"/> Yes <input type="checkbox"/> No
Initial failures	<input type="checkbox"/> Yes <input type="checkbox"/> No
Secondary failures	<input type="checkbox"/> Yes <input type="checkbox"/> No
Third failures	<input type="checkbox"/> Yes <input type="checkbox"/> No
EPF(s) submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No
EPF(s) approved	<input type="checkbox"/> Yes <input type="checkbox"/> No
Abatements applicable	<input type="checkbox"/> Yes <input type="checkbox"/> No

Executive summary

December was a busy month that had two particular periods of concern (Christmas and New Year). The period remained quiet despite initial concerns of unrest due to diligent effort on behalf of the provider to identify and intensively manage risks and resolve them at source. This ISPR has only three instances of unsatisfactory performance: 1.3, 2.4. and 3.1. These instances are related to personnel performance; not following established process and procedures. These instances have been addressed through counselling and retraining for specific individuals identified.

Assessment of performance against individual contract responsibilities

Whilst overall G4S demonstrated satisfactory performance during the reporting period, there has been significant and measureable improvements in levels of service across many of the metrics reported within the ISPR. This is indicative of further traction in the continuous improvement programs instigated by the provider across the GSP and security service functions

Areas of poor performance

As identified, individual personnel have failed to follow specific policies and procedures. These staff have received additional refresher training in key focus areas. This refresher training is continuing across the workforce in general and specific areas to ensure consistency of service delivery and ensure staff are fully cognisant of their obligations and responsibility to adhere to authorized policies and procedures in relation to their roles and G4S contractual obligations.

Areas of achievement

Maintaining safety and security during a period of increased risk was significant achievement. This was achieved through the proactive identification of risks and the intensive management of those risks to ensure they were resolved before impacting on the safety and security of the transferees and staff at the Centre. The continuous improvement program also saw further intense activity in the execution of emergency drills and procedures with all stakeholders as well as increased levels of service in the GSP service area. Audits of subcontractor services were completed to ensure compliance and significant effort has gone into collecting specific performance data to inform this report.

Transferee and community outcomes

Despite the fact that the transferee population has increased over the reporting period the level of illegal or unauthorized activity and PSP has remained low. This is a testament to the efforts of all the service providers, and in particular G4S, in their firm, fair and friendly approach to positive engagement with the

Service provider comments

Sign here

Signature of service provider representative
Name: John McCaffery
Position: Deputy Regional General Manager
10 Jan 2014

Sign here

Signature of DIBP RPC Service Delivery Manager
Name: Debbie Masri
Position:
Date: Jan 2014



G4S Individual Service Provider Report
Regional Processing Centre
Individual Service Provider Report

Jan-14

Site	MIRPC	Action Plans endorsed	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact person	John McCaffery	Initial failures	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contact number	67571197450	Secondary failures	<input type="checkbox"/> Yes <input type="checkbox"/> No
Treatment Plans submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No	Third failures	<input type="checkbox"/> Yes <input type="checkbox"/> No
Treatment Plans endorsed	<input type="checkbox"/> Yes <input type="checkbox"/> No	EPF(s) submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No
Action Plans submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No	EPF(s) approved	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Abatements applicable	<input type="checkbox"/> Yes <input type="checkbox"/> No

Executive summary

January was another busy month. The period remained quiet until 26 January despite initial concerns of unrest. From 26th January, when protest action commenced, G4S played a pivotal role in the management of an extremely tense situation which had the potential to erupt in violence at any time. Due to the diligent effort on behalf of the provider to identify and intensively manage the risk the protests, whilst vocal remained peaceful. This ISPR has only two areas of performance that need improvement: 1.3 and 2.4. These instances are related to personnel performance; not following established process and confusion around current procedures. Further training has been conducted with staff and additional clarity to process added by issuing new reporting instructions to all operations managers to clarify reporting requirements.

Assessment of performance against individual contract responsibilities

Whilst overall G4S demonstrated satisfactory performance during the reporting period, there has been significant and measurable levels of support provided to all stakeholders. This is indicative of further traction in the continuous improvement programs instigated by the provider across the GSP and security service functions. G4S continues to provide support to other service providers to ensure the delivery of improved amenity to the Transferees including supervision of telephone access over night when the WSP has no staff on duty. During the reporting period G4S also provided support to the Medical Service Provider, in the absence of medical personnel, by dispensing medications to Transferees in Port Moresby awaiting further medical treatment there. G4S is committed to providing improved levels of service in response to a dynamic operating environment and inadequate infrastructure.

Areas of poor performance

As identified, individual personnel have failed to follow specific policies and procedures. These staff have received additional refresher training in key focus areas. This refresher training is continuing across the workforce in general and specific areas to ensure consistency of service delivery and ensure staff are fully cognizant of their obligations and responsibility to adhere to authorized policies and procedures in relation to their roles and G4S contractual obligations.

Areas of achievement

Maintaining safety and security during a period of ongoing risk that culminated in a sustained period of protest action. This was a significant achievement requiring the proactive identification of risks and the intensive management of those risks to ensure they were managed before impacting on the safety and security of the transferees and staff at the Centre. The continuous improvement program also saw increased levels of service in the GSP service area. Audits of subcontractor services were completed to ensure compliance and significant effort has gone into collecting specific performance data to inform this report.

Transferee and community outcomes

Despite the fact that the transferee population has increased over the reporting period the level of illegal or unauthorized activity and PSP has remained low. This is a testament to the efforts of all the service providers, and in particular G4S, in their firm, fair and friendly approach to positive engagement with the

Service provider comments

Sign here	Sign here
Signature of service provider representative Name: John McCaffery Position: Deputy Regional General Manager 15 Feb 2014	Signature of DIBP RPC Service Delivery Manager Name: Debbie Masri Position: Date: Jan 2014

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G4S
Individual Service Provider Report

	Responsibility	Risk Relation				Performance Relation				Abatement Relation				Abatement Amount	Increased Reporting/Withholding/Abatement	
		Likelihood/Consequence	Quarterly Risk Rating	Risk Mitigation Strategy	Reporting Frequency	Service Provider Metric	Metric Result	Performance Rating	Reason for Rating	Failure Type	EPF Granted?	Abatement Notes	Potential Abatement?			
		Protected data	Enter a likelihood and consequence rating	Automated	Please provide a Treatment Plan number for: - All High and Extreme Risks; and - All risks with Extreme consequences. For all other risks insert NA.	Automated	Protected data	Provide brief commentary outlining results against service provider metrics. Insert NA if not a reporting month.	5 = Exceptional 4 = Exceeds Expectations 3 = Meets Expectations 2 = Improvement Needed 1 = Unsatisfactory *This rating is tied to column D - Responsibilities	Provide commentary to support performance score	Select a value applicable to the failure (must be consecutive month for a secondary failure to occur)	Has an EPF been requested and granted?	DIAC commentary only required if a failure occurred.			Potential abatement to apply?
1. WELFARE	<p>1.1 Communication management: Ensure that transferees have reasonable access to communication services.</p> <p>Definition: The transferee's cultural, spiritual, social, mental and emotional well-being in general.</p> <p>Outcome: The cultural, spiritual, social, mental and emotional well-being of transferees and the transferee community is maintained and positively influenced by service provider involvement where practical.</p>	Unlikely	Minor	IT support available in POM G4S has replacement hardware on site	Quarterly	The number of functioning communication services on site. Weekly infrastructure checklist - 90% compliance. Transferee accessibility - 90% compliance. Note: Compliance is dependent on external factors such as connectivity to the satellite link.	Nil recorded failures or IT. Backup hardware is in stock on Manus to cater for most issue	3	G4S IT department monitor the IT network ensuring the availability and serviceability of the network. Check list sheets are maintained and captured by our compliance manager. The transferees has access to the phone and internet 24 hours a day Backup hardware is in stock on Manus to cater for most issues	Nil			No	\$ -	N/A	
		Moderate														
		1.2 Programs and activities: Provide effective and efficient transport support for transferees and escorts to and from programs and activities. Provide serviceable equipment for programs and activities.	Unlikely	Minor	Dedicated G4S transport team Supply chain for the supply of activity equipment established	Quarterly	Percentage of transport and escort services within required timeframes: Planned tasks (48 hours notice) - 95% compliance Unplanned tasks - 90% compliance Emergency tasks - 90% compliance.	Daily transport compliance sheets verified that all planned and unplanned tasks were carried out. Due to road conditions number of vehicles breaks down throughout the month nil interruption to transferee excursions during this period.	2	We have both National and Expatriate staff manning the main gate 24 hours a day with staff now accommodated offsite there is an additional demand for transport - shuttle runs from the wharf to the centre in addition to increased transfers has meant the limited transport pool and number of drivers has not been sufficient to meet all jobs needed. Staff were often required to walk. Furthermore there were initial problems with staff shuttle not running according to timetable which did improve across the month.	Nil			No	\$ -	N/A
Moderate																
1.3 Complaints: Timely resolution of issues.	Rare	Minor	Complaints process established Complaints issued to G4S by TSA Audited by the GM	Quarterly	Issues are recorded, investigated and resolved within agreed timeframes.	All complaints and requests completed according to time frame and da recorded on G4S complaints and requests data base and confirmed by G4S Deputy GM.	3	This is managed by The Salvation Army. G4S have a contingency process in place, thus allowing for our process to continue should a critical member be absent.	Nil			No	\$ -	N/A		
Moderate																
2. CARE	<p>2.1 Reception, transfer and discharge of transferees: Provide effective and efficient support to the Client Service Provider to coordinate reception, transfer and discharge services.</p> <p>Definition: The transferees' physical well-being in general.</p> <p>Outcome: The physical care of individual transferees and the overall transferee community is maintained and positively influenced by service provider involvement.</p>	Rare	Minor	Operational order assists with pre planning Operating procedure being developed Command Centre established for each OP Pre operation briefing held with all SP Post operation briefing held with all SP	Quarterly	Service provider will provide support to other service providers to conduct the reception process upon transferee arrival. Provide transfer services to prepare a transferee for transfer to another location within required timeframes - 90% compliance. Provide Client Services Provider with required equipment to effectively conduct programs, activities and the induction process - 95% compliance.	Every significant operation, Operation order submitted for all Service providers and prior briefing carried out. During operation orders all Service providers briefed and tasked as per orders. All significant operations Command centre opened with all Service provider composition and debrief carried out. Operations orders distributed to all SPs via email.	3	Operational orders are presented prior to any operation and all service providers are required for our brief where G4S present the operational orders and discuss with all present.	Nil			No	\$ -	N/A	
		Moderate														
		2.2 Individual management: G4S to refer transferees requiring medical attention within prescribed timeframes.	Rare	Minor	G4S staff have direct radio link with medical SP In case of emergency call code black Procedure being developed	Quarterly	All transferees identified as requiring emergency medical attention are referred immediately.	Safety & Security plan out lined procedures and 24/7 radio communication maintained with IHMS as well as Security officers posted within IHMS area.	3	G4S supply a stable radio network and we have 24 hour communications with IHMS. G4S officers contact IHMS and follow the appropriate directions given by IHMS radio operator	Nil			No	\$ -	N/A
		Moderate														
		2.3 Individual management: Manage instances of illegal and anti-social behaviour.	Rare	Minor	TSA complete IMP All incidents reported by G4S Illegal activity reported to the local Police	Quarterly	Effectively and efficiently manage instances of illegal and anti-social behaviour. All instances of known or suspected illegal behaviour to be reported to local police authorities immediately.	Nil law breaking reported during this month. All displayed anti-social behaviour managed through Behaviour Management Plan in line with TS. Process in place to manage this.	3	All illegal activities are recorded in our log books and reported to the police. All activities including intel are reported in our daily intel report presented at the daily meeting with all service providers	Nil			No	\$ -	N/A
		Moderate														
		2.4 Individual management: Provide timely and accurate information and reflect all incidents to best enable the service provider staff to make decisions and instigate further action.	Rare	Minor	Established Security and Intelligence system Established IR PPM	Quarterly	Incidents to be reported (written or verbal) to the department within the following timeframes: Critical (immediate) up to 30 minutes - 100% Major (ASAP) no later than one hour - 100% Minor (written reports only) within 24 hours - 90% Incident definitions are contained within Service Delivery Guidelines.	All incidents reported according to department guide lines. All relevant intelligence gathered and distributed as required. Intelligence brief delivered to all service providers during daily Operations meeting.	3	G4S follow the incident definitions guidelines set out in the Service Delivery Guidelines and ensure that our reporting complies at all times	Nil			No	\$ -	N/A
Moderate																
2.5 Assets (including vehicles): Ensure that a Maintenance Management Plan is developed.	Rare	Minor	Site maintenance plan developed Mechanics on site to service plan and vehicles G4S have partnered with a reputable FM company	Quarterly	Adherence to a Management Maintenance Plan for critical assets. All maintenance tasks are carried out within planned maintenance hours - 95% compliance.	All vehicles serviced and maintained as per schedule. All vehicle maintenance carried out by G4S (Eurest/ Delta FM) qualified mechanic on site.	3	All maintenance on site is carried out by Facilities Management and they are a quality Assured company certified by SAI Global.	Nil			No	\$ -	N/A		
Moderate																
2.6 Emergency and breakdown repairs: Effectively and efficiently manage all service breakdowns.	Unlikely	Minor	G4S have partnered with a reputable FM company Eurest contractors and tradesman living on site Established links with local contractors and parts suppliers	Quarterly	Respond (make safe) to all service breakdowns within required timeframes - 95% compliance. Respond to emergency reactive maintenance impacting RPC Physical Security within required timeframe - 100% compliance.	Dedicated FM team available 24/7 within RPC in order to manage essential services. FM team on site to carryout preventative and scheduled maintenance work within RPC including water treatment plan.	3	All repairs on site are carried out by Facilities Management and they are a quality Assured company certified by SAI Global.	Nil			No	\$ -	N/A		
Moderate																
2.7 Catering: Comply with applicable health and food safety regulations in the purchase,	Unlikely	Minor		Quarterly	No preventable breaches.	Meal menus supplied per Australian standard. All food disposal and cleaning carried	2	Eurest are subcontracted to provide all our food services.	Nil			No	\$ -	N/A		

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G4S
Individual Service Provider Report

		storage, preparation, serving and disposal of food and drink.	Moderate					out to maintain hygiene environment throughout the centre.		Eurest are a Quality Assured Company and are certified by SAI Global							
	2.8	Catering: All staff hold appropriate qualifications, training and/or experience to undertake respective roles.	Unlikely Minor	Minor	All Eurest staff undertake pre employment checks Managed by Expat staff	Quarterly	Provide evidence that catering staff have the appropriate qualifications, training and/or experience to perform role.	Eurest have employed qualified chefs. Ongoing training for local staff carried out regular basis in order to maintain high standard within RPC.	3	Eurest are subcontracted to provide all our food services. Eurest are a Quality Assured Company and are certified by SAI Global	Nil		No	\$	-	N/A	
	2.9	Catering: Provision of appropriate services to manage cultural and religious requirements.	Unlikely Moderate	Minor	All meals Halal CCC held monthly where transferees are encouraged to provide feedback	Quarterly	Demonstrated examples how G4S supported cultural and religious requirements where they occur.	All complaints and requests handled accordingly and issues addressed last month CCC meetin.No communication regarding August CCC from The Salvation Army. August CCC meeting held without G4S.	3	Eurest are subcontracted to provide all our food services. Eurest are a Quality Assured Company and are certified by SAI Global	Nil		No	\$	-	N/A	
3. SECURITY	Definition: The safety, integrity and good order of the facility, its people and its operations. Outcome: The safety, integrity and good order of the facility, its people and its operations are maintained.	3.1	Property of transferees: Effectively secure and store transferees' property.	Unlikely Minor	Minor	Established process all items logged Anti pampers property bags and seals used Procedure being developed Established property store Limited access to property store	Quarterly	Number of transferees' property that has been adequately secured and stored - 100% compliance.	All G4S trust property recorded and stored securely. All individual valuables secured in Security bags with individual seals. Property process developed and all property handled according to G4S Operation Instructions. Property store managed by dedicated G4S property coordinator	3	G4S have a secure storage facility for the storage of all transferee's valuables and This secure facility is unknown by most and is controlled by our trained staff. All property staff have many years experience in property and their manager is a long term prison property manager.	Nil		No	\$	-	N/A
		3.2	Security processes: Effectively and efficiently manage and review security processes.	Unlikely Moderate	Minor	Established Security and Intelligence system	Quarterly	Develop and update a Site Safety and Security Plan and demonstrate frequent review and implementation.	Safety & Security plan developed and ongoing reviews carried out. All security & intelligence gathering carried out as per Site Safety & Security plan.	3	All service providers attend a monthly security meeting and discuss all security related Security issues are also raised at the daily meeting attended by the heads of all service	Nil		No	\$	-	N/A
		3.3	Management of emergencies: Operate and maintain the site in a safe and secure manner for people to live and work in.	Possible Minor	Minor	Established Emergency management system	Quarterly	Implement and adhere to recommendations from the Emergency Control Operations Committee. In the event of an emergency, follow emergency procedures - 100% compliance. All personnel are trained in their area of responsibility within their role to deal with emergencies - 100% compliance.	Emergency management plan developed. Dedicated WHS manager carried out relevant inspections in order to maintain safe working environment.	3	G4S have approved the following plans Safety and Security management plan	Nil		No	\$	-	N/A
		3.4	Personnel, physical and information security: Ensure that only appropriately cleared personnel and vehicles access facilities and classified information and that breaches are reported immediately.	Possible Minor	Minor	Establish good access control to the site restricting unauthorised people and or vehicles entering the site	Quarterly	Less than two personnel security incidents per month; or Less than two physical security incidents per month; or Less than two information security incidents per month as a result of a negligent act of G4S.	Operation instructions reviewed on 28/08/2013 and re developed and distributed to all service providers. Visitor and contractor access passes issued as required. All visitors escorted by relevant service providers. New access control system improved by introducing pedestrian gate.	3	G4S have an approve access control system in place. We have both National and Expatriate staff manning the main gate 24 hours a day	Nil		No	\$	-	N/A
		3.5	Entry control: Facilitate controlled access to the site.	Possible Minor	Minor	Establish good access control to the site restricting unauthorised people and or vehicles entering the site	Quarterly	No access to site by unapproved visitors - 100% compliance.	All log books and vehicle in/out registers maintained. No unauthorised entries recorded during this period. All visitors to RPC authorized by PNGCSA authorities.	3	G4S have an approve access control system in place. We have both National and Expatriate staff manning the main gate 24 hours a day	Nil		No	\$	-	N/A
		3.6	Entry control: Facilitate controlled access to the site (approved visitors).	Possible Minor	Minor	Establish good access control to the site restricting unauthorised people and or vehicles entering the site	Quarterly	Site access procedures are followed by security personnel on site - 100% compliance.	All log books and vehicle in/out registers maintained. No unauthorised entries recorded during this period. All visitors to RPC authorized by PNGCSA authorities. Special access passes issued to visitors/ contractors who are visiting transferee compounds after authorised by PNGCSA.	3	G4S have an approve access control system in place. We have both National and Expatriate staff manning the main gate 24 hours a day	Nil		No	\$	-	N/A
4. HEALTH & MEDICAL	4.1	Definition: The provision of professional health and medical services. Outcome: Transferees and authorised personnel are given timely access to health and medical services that are provided to accepted professional standards.	(Likelihood) (Consequence)				NA						No	\$	-	N/A	
5. EDUCATION	5.1	Definition: The provision of education and learning services that provide transferees with knowledge or skills via structured and unstructured approaches. Outcome: Transferees are given the opportunity to access education services, achieving reasonable education and training outcomes to accepted professional standards.	(Likelihood) (Consequence)				NA						No	\$	-	N/A	
6. COUNSELLING	6.1	Definition: The provision of professional counselling services such as mental health, torture/trauma counselling of children/minors. Outcome: Transferees are given the opportunity to access counselling services to accepted professional standards.	(Likelihood) (Consequence)				NA						No	\$	-	N/A	

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7. INTERPRETERS	<p>Definition: The provision of appropriately accredited interpreting staff (excluding cultural support officers).</p> <p>Outcome: Transferees are given the opportunity to access interpreting services to facilitate communication.</p>	7.1	NA	(Likelihood)				NA						No	\$ -	N/A
8. OTHER (LOGISTICS & SUPPORT)	<p>Definition: The provision of logistical and support functions which facilitate the operation of the Regional Processing Centre and delivery of services to transferees.</p> <p>Outcome: The efficient, effective, ethical and economical operation of the centre is maintained.</p>	8.1	Work practices: Efficiently and effectively carry out all maintenance tasks.	Unlikely Moderate	Minor	All maintenance on site is carried by our Subcontractor FM	Quarterly	Ensure all service provider tools are controlled at all times and are not accessible to transferees (unless allowed) - 100% compliance. Tools loaned to transferees must be returned and accounted for within agreed timeframes - 100% compliance.	Work order process in place in order to manage all requests. All reactive and scheduled maintenance work carried out within required time. All carried out work recorded on work order data base.	3	All repairs on site are carried out by Facilities Management and they are a quality Assured company certified by SAI Global.	Nil	more comments needed on inspections and tool log books	No	\$ -	N/A
	8.2	Cleaning services: Ensure that all routine and non-routine cleaning is conducted.	Unlikely Minor	Minor		Quarterly	All routine cleaning is conducted that adheres to the cleaning schedule - 90% compliance. All emergency non-routine cleaning tasks be responded (make safe) to within appropriate timeframes - 100% compliance.	All routine and non-routine cleaning carried out through out RPC. Compliance frame work developed and regular inspection carried out.	3	G4S contracts this work to a company called Spic and Span. This company has a quality control system in place and is monitored by the G4S compliance manager on a daily.	Nil		No	\$ -	N/A	
	8.3	Work, health and safety: Adhere to and implement a work health and safety plan that complies with all applicable laws.	Unlikely Moderate	Minor		Quarterly	Develop and update a work health safety plan that demonstrates all reasonable steps to ensure all people within the Site observe all the work/occupational health and safety rules for that Site.	Work health & Safety plan currently in place. Dedicated WHS manager record and addressed all relevant WHS issues throughout the RPC. Safety officer managed to develop procedures and closely monitor all contractors working within RPC.	3	A work health and safety plan has been submitted to DIAC for approval. We have a full time WHS expatriate manager working at Manus Island continuously maintain the WHS plan	Nil		No	\$ -	N/A	
	8.4	Transport and escort: Ensure vehicle operators understand their accountabilities when operating vehicles.	Possible Minor	Minor		Quarterly	Development of a process ensuring all site vehicle operators carry responsibility whilst operating vehicles belonging to RPC, including vehicle checklists and logs. Undertake administration of the vehicle process - 95% compliance. Ensure all G4S personnel comply with vehicle process - 90% compliance.	All transport officers holds PNG drivers licence. All drivers drive vehicle according to PNG requirements. Operational Instructions in place in order to carried out duties.	3	All drivers are managed by our expatriate manager and are fully aware of their obligations and requirements. All transport staff are fully licensed by the Papua New Guinean department of traffic	Nil		No	\$ -	N/A	
	8.5	Cooperation with the department/other service providers/stakeholders to meet the needs of transferees and assist with governance practices.	Unlikely Moderate	Minor		Quarterly	Governance: Attendance at the following committee meetings: Community Consultative Committee - 100% compliance Centre Security Committee - 100% compliance Transferee consultative committee - 100% compliance. WHS Committee - 100% compliance Security Assessment Review Meeting - 100% compliance Morning Operations Meeting - 100% compliance Weekly Department Review/Service Delivery Meeting - 100% compliance.	Due to major changers within RPC and other commitments by other service Providers, no security meeting and CCC meeting held during month of July. G4S attended all other meetings	3	A representative from G4S attends all service provider meetings. All operations are covered in the operational orders that are presented at a brief meeting prior to an operation. All operations have operational orders and operations do not commence until all service providers are satisfied with the said orders	Nil		No	\$ -	N/A	
	8.6	Weekly Departmental Review Meeting.	Rare Minor	Low		Six-Monthly	All agreed actions at the Weekly Departmental Review Meeting undertaken within agreed timeframes.	Required actions taken and follow ups done.	3	A representative from G4S attends all meetings appointed	Nil		No	\$ -	N/A	

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	Responsibility	Risk Relation			Performance Relation				Abatement Relation				Abatement Amount	Increased Reporting/Withholding/Abatement		
		Likelihood/Consequence	Quarterly Risk Rating	Risk Mitigation Strategy	Reporting Frequency	Service Provider Metric	Metric Result	Performance Rating	Reason for Rating	Failure Type	EPF Granted?	Abatement Notes			Potential Abatement?	
		Enter a likelihood and consequence rating	Automated	Please provide a Treatment Plan number for: - All High and Extreme Risks; and - All risks with Extreme consequences. For all other risks insert NA.	Automated	Protected data	Provide brief commentary outlining results against service provider metrics. Insert NA if not a reporting month.	5 = Exceptional 4 = Exceeds Expectations 3 = Meets Expectations 2 = Improvement Needed 1 = Unsatisfactory *This rating is tied to column D - Responsibilities	Provide commentary to support performance score	Select a value applicable to the failure (must be consecutive month for a secondary failure to occur)	Has an EPF been requested and granted?	DIAC commentary only required if a failure occurred.			Potential abatement to apply?	Automated
1. WELFARE	<p>Communication management: Ensure that transferees have reasonable access to communication services.</p> <p>Definition: The transferee's cultural, spiritual, social, mental and emotional well-being in general.</p> <p>Outcome: The cultural, spiritual, social, mental and emotional well-being of transferees and the transferee community is maintained and positively influenced by service provider involvement where practical.</p>	1.1	Unlikely	Minor	IT support available in POM with additional remote support from our Australian HQ G4S has replacement hardware on site	Quarterly	The number of functioning communication services on site. Weekly infrastructure checklist - 90% compliance. Transferee accessibility - 90% compliance. Note: Compliance is dependent on external factors such as connectivity to the satellite link.	Nil recorded failures or IT. Backup hardware is in stock on Manus to cater for most issue No internet access provide to Transferees in O.D.C compounds due to insufficient IT infrastructure.	3	G4S IT department monitor the IT network ensuring the availability and serviceability of the network. Check list sheets are maintained and captured by our compliance manager. The transferees has access to the phone and internet 24 hours a day Backup hardware is in stock on Manus to cater for most issues	Nil			No	\$ -	N/A
		1.2	Unlikely	Minor	Dedicated G4S transport team Supply chain for the supply of activity equipment established	Quarterly	Percentage of transport and escort services within required timeframes: Planned tasks (48 hours notice) - 95% compliance Unplanned tasks - 90% compliance Emergency tasks - 90% compliance.	Daily transport compliance sheets verified that all planned and unplanned tasks were carried out. Due to road conditions there were a number of vehicles breakdowns throughout the month although this resulted in nil interruption to transferee excursions during this period.	3	G4S transport division have an expatriate manager who manages the fleet and operators. All maintenance is provided by Eures's facilities maintenance company and this company is an Australian Quality Assured company certified by SIA Global.	Nil			No	\$ -	N/A
		1.3	Rare	Minor	Complaints process established Complaints issued to G4S by TSA Audited by the GM	Quarterly	Issues are recorded, investigated and resolved within agreed timeframes.	All complaints and requests completed according to time frame and are recorded on G4S complaints and requests data base and confirmed by G4S Deputy GM.	3	This is managed by The Salvation Army. G4S have a contingency process in place, thus allowing for our process to continue should a critical member be absent.	Nil			No	\$ -	N/A
2. CARE	<p>Reception, transfer and discharge of transferees: Provide effective and efficient support to the Client Service Provider to coordinate reception, transfer and discharge services.</p> <p>Definition: The transferees' physical well-being in general.</p> <p>Outcome: The physical care of individual transferees and the overall transferee community is maintained and positively influenced by service provider involvement.</p>	2.1	Rare	Minor	Operational order assists with pre planning Operating procedure being developed Command Centre established for each OP Pre operation briefing held with all SP Post operation briefing held with all SP	Quarterly	Service provider will provide support to other service providers to conduct the reception process upon transferee arrival. Provide transfer services to prepare a transferee for transfer to another location within required timeframes - 90% compliance. Provide Client Services Provider with required equipment to effectively conduct programs, activities and the induction process - 95% compliance.	Every significant operation, has seen the production of an Operation order in consultation with the Service providers. This is supported by briefings carried out to all stakeholders prior to the activity commencing which results in all Service providers being aware of what is required of them during the activity. Prior to any significant activity a Command centre is opened with all Service providers having representation for the duration of the activity. Post activity debriefs have been carried out. Compliance Metric Provision of Transfer Services = 100% Provision of Required Equipment and stores: 100% compliance	4	Operational orders are presented prior to any operation and all service providers are required to attend a n operations brief where G4S present the operational orders and discuss with all present.	Nil			No	\$ -	N/A
		2.2	Rare	Minor	G4S staff have direct radio link with medical SP In case of emergency call code black Procedure being developed	Quarterly	All transferees identified as requiring emergency medical attention are referred immediately.	Safety & Security plan out lined procedures and 24/7 radio communication maintained with IHMS as well as Security officers posted within IHMS area. 100% compliance	3	G4S supply a stable radio network and we have 24 hour communications with IHMS. G4S officers contact IHMS and follow the appropriate directions given by IHMS radio operator	Nil			No	\$ -	N/A
		2.3	Rare	Minor	TSA complete IMP All incidents reported by G4S Illegal activity reported to the local Police	Quarterly	Effectively and efficiently manage instances of illegal and anti-social behaviour. All instances of known or suspected illegal behaviour to be reported to local police authorities immediately.	Nil law breaking reported during this month. All displayed anti-social behaviour managed through Behaviour Management Plan in line with TS. Process in place to manage this. Illegal Behaviour - 3 incidents Anti Social Behaviour - 4 (8 personnel in total)	3	All illegal activities are recorded in our log books and reported to the police. All activities including intel are reported in our daily intel report presented at the daily meeting with all service providers	Nil			No	\$ -	N/A
		2.4	Rare	Minor	Established Security and Intelligence system Established IR PPM	Quarterly	Incidents to be reported (written or verbal) to the department within the following timeframes: Critical (immediate) up to 30 minutes - 100% Major (ASAP) no later than one hour - 100% Minor (written reports only) within 24 hours - 90% Incident definitions are contained within Service Delivery Guidelines.	All incidents reported according to department guide lines. All relevant intelligence gathered and distributed as required. Intelligence brief delivered to all service providers during daily Operations meeting. Critical: 3 Major: 6 Minor: 43 All incidents reported within departmental incident reporting timelines	4	G4S follow the incident definitions guidelines set out in the Service Delivery Guidelines and ensure that our reporting complies at all times	Nil			No	\$ -	N/A
		2.5	Rare	Minor	Site maintenance plan developed Mechanics on site to service plan and vehicles G4S have partnered with a reputable FM company	Quarterly	Adherence to a Management Maintenance Plan for critical assets. All maintenance tasks are carried out within planned maintenance hours - 95% compliance.	All vehicles serviced and maintained as per schedule. All vehicle maintenance carried out by G4S (Eures/ Delta FM) qualified mechanic on site. Maintenance Management Plan: 99.1% Compliance against Mandatory and Planned Maintenance Services	3	All maintenance on site is carried out by Facilities Management and they are a quality Assured company certified by SAI Global.	Nil			No	\$ -	N/A
		2.6	Unlikely	Minor	G4S have partnered with a reputable FM company Eures contractors and tradesman living on site Established links with local contractors and parts suppliers	Quarterly	Respond (make safe) to all service breakdowns within required timeframes - 95% compliance. Respond to emergency reactive maintenance impacting RPC Physical Security within required timeframe - 100% compliance.	Dedicated FM team available 24/7 within RPC in order to manage essential services. FM team on site to carryout preventative and scheduled maintenance work within RPC including water treatment plan. Respond to Breakdown: <30 minutes Respond to Emergency Reactive maintenance <30 minutes	3	All repairs on site are carried out by Facilities Management and they are a quality Assured company certified by SAI Global.	Nil			No	\$ -	N/A
		2.7	Unlikely	Minor	Catering: Comply with applicable health and food safety regulations in the purchase, storage,	Quarterly	No preventable breaches.	Meal menus supplied per Australian standard. All food disposal and cleaning carried out to maintain hygiene environment throughout the	3	Eures are subcontracted to provide all our food services.	Nil			No	\$ -	N/A

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		preparation, serving and disposal of food and drink.	Moderate					centre. Audits conducted by Eures: Audits Conducted on Eures: by G4S: 0		Eures are a Quality Assured Company and are certified by SAI Global									
	2.8	Catering: All staff hold appropriate qualifications, training and/or experience to undertake respective roles.	Unlikely Minor	Minor	All Eures staff undertake pre employment checks Managed by Expat staff	Quarterly	Provide evidence that catering staff have the appropriate qualifications, training and/or experience to perform role.	G4S Catering Contractor (Eures) employ catering personnel that hold a minimum of Certificate III in Hospitality - or equivalent and hold at least three years experience in managing a commercial kitchen. Total number of Chefs: 42 Qualified 36 Experienced 6	3	Eures are subcontracted to provide all our food services. Eures are a Quality Assured Company and are certified by SAI Global	Nil		No	\$	-				N/A
	2.9	Catering: Provision of appropriate services to manage cultural and religious requirements.	Unlikely Moderate	Minor	All meals Halal CCC held monthly where transferees are encouraged to provide feedback	Quarterly	Demonstrated examples how G4S supported cultural and religious requirements where they occur.	G4S Catering contractor provided support to the Eid Al Adha festival celebrations during October. Support included providing midnight meals for fasting celebrants and a celebratory meal for the last night of the celebration	3	Eures are subcontracted to provide all our food services. Eures are a Quality Assured Company and are certified by SAI Global	Nil		No	\$	-				N/A
3. SECURITY	3.1	Property of transferees: Effectively secure and store transferees' property.	Unlikely Minor	Minor	Established process all items logged Anti tamper property bags and seals used Procedure being developed Established property store Limited access to property store	Quarterly	Number of transferees' property that has been adequately secured and stored - 100% compliance.	All G4S trust property recorded and stored securely. All individual valuables secured in Security bags with individual seals. Property process developed and all property handled according to G4S Operation Instructions. Property store managed by dedicated G4S property coordinator. 100% Audit of In Trust Property completed by 5 November for the October reporting period. . . 0 discrepancies. Complaints of Missing on Arrival Property:5. These issues are being investigated	3	G4S have a secure storage facility for the storage of all transferees' valuables and This secure facility is unknown by most and is controlled by our trained staff. All property staff have many years experience in property and their manager is a long term prison property manager.	Nil		No	\$	-				N/A
	3.2	Security processes: Effectively and efficiently manage and review security processes.	Unlikely Moderate	Minor	Established Security and Intelligence system	Quarterly	Develop and update a Site Safety and Security Plan and demonstrate frequent review and implementation.	Safety & Security plan developed and ongoing reviews carried out. All security & intelligence gathering carried out as per Site Safety & Security plan. Safety and Security Plan Reviewed through Month of October. At end of reporting period the reviewed draft was with the G4S Director of Corrections for sign off.	3	All service providers attend a monthly security meeting and discuss all security related Security issues are also raised at the daily meeting attended by the heads of all service providers	Nil		No	\$	-				N/A
	3.3	Management of emergencies: Operate and maintain the site in a safe and secure manner for people to live and work in.	Possible Minor	Minor	Established Emergency management system	Quarterly	Implement and adhere to recommendations from the Emergency Control Operations Committee. In the event of an emergency, follow emergency procedures 100% compliance. All personnel are trained in their area of responsibility within their role to deal with emergencies - 100% compliance.	1 x emergency declared in October (18th) all personnel followed procedures as designed. 4 x IRT initial training course run. 60 x IRT training activity carried out in the reporting period. (2 x training activities a day)	3	G4S have approved the following plans Safety and Security management plan	Nil		No	\$	-				N/A
	3.4	Personnel, physical and information security: Ensure that only appropriately cleared personnel and vehicles access facilities and classified information and that breaches are reported immediately.	Possible Minor	Minor	Establish good access control to the site restricting unauthorised people and or vehicles entering the site	Quarterly	Less than two personnel security incidents per month; or Less than two physical security incidents per month; or Less than two information security incidents per month as a result of a negligent act of G4S.	Increased management support has allowed a review of processes and procedures without impacting on current service levels. This will result in improved efficiencies. A. Personnel security incidents reported: 1 B. Physical Security Incidents 1 C. Information Security: 0	3	G4S have an approve access control system in place. We have both National and Expatriate staff manning the main gate 24 hours a day	Nil		No	\$	-				N/A
	3.5	Entry control: Facilitate controlled access to the site.	Possible Minor	Minor	Establish good access control to the site restricting unauthorised people and or vehicles entering the site	Quarterly	No access to site by unapproved visitors - 100% compliance.	All log books and vehicle in/out registers maintained. All visitors to MOPC authorized by PNG ICESA authorities. 1 x incident of unauthorised access by ADF personnel .	3	G4S have an approve access control system in place. We have both National and Expatriate staff manning the main gate 24 hours a day	Nil		No	\$	-				N/A
	3.6	Entry control: Facilitate controlled access to the site (approved visitors).	Possible Minor	Minor	Establish good access control to the site restricting unauthorised people and or vehicles entering the site	Quarterly	Site access procedures are followed by security personnel on site - 100% compliance.	All log books and vehicle in/out registers maintained. 1 All visitors to MOPC authorized by PNG ICESA authorities. Special access passes issued to visitors/ contractors who are visiting transferee compounds after authorised by PNGICSA.	3	G4S have an approve access control system in place. We have both National and Expatriate staff manning the main gate 24 hours a day	Nil		No	\$	-				N/A
4. HEALTH & MEDICAL	4.1	NA Definition: The provision of professional health and medical services. Outcome: Transferees and authorised personnel are given timely access to health and medical services that are provided to accepted professional standards.	(Likelihood) (Consequence)				NA						No	\$	-				N/A
5. EDUCATION	5.1	NA Definition: The provision of education and learning services that provide transferees with knowledge or skills via structured and unstructured approaches. Outcome: Transferees are given the opportunity to access education services, achieving reasonable education and training outcomes to accepted professional standards.	(Likelihood) (Consequence)				NA						No	\$	-				N/A
SELLING	6.1	NA Definition: The provision of professional counselling services such as mental health, torture/trauma counselling of children/minors.	(Likelihood)				NA						No	\$	-				N/A

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6. COUJN	Outcome: Transferees are given the opportunity to access counselling services to accepted professional standards.		(Consequence)												
7. INTERPRETERS	<p>Definition: The provision of appropriately accredited interpreting staff (excluding cultural support officers).</p> <p>Outcome: Transferees are given the opportunity to access interpreting services to facilitate communication.</p>	7.1 NA	(Likelihood)			NA							No	\$ -	N/A
8. OTHER (LOGISTICS & SUPPORT)	<p>Definition: The provision of logistical and support functions which facilitate the operation of the Regional Processing Centre and delivery of services to transferees.</p> <p>Outcome: The efficient, effective, ethical and economical operation of the centre is maintained.</p>	8.1 Work practices: Efficiently and effectively carry out all maintenance tasks.	Unlikely	Minor	All maintenance on site is carried by our Subcontractor FM	Quarterly	Ensure all service provider tools are controlled at all times and are not accessible to transferees (unless allowed) - 100% compliance. Tools loaned to transferees must be returned and accounted for within agreed timeframes - 100% compliance.	Work order process in place in order to manage all requests. All reactive and scheduled maintenance work carried out within required time. All carried out work recorded on work order data base. No tools lent by G4S service providers to Transferees during hite reporting period.	3	All repairs on site are carried out by Facilities Management and they are a quality Assured company certified by SAI Global.	Nil	more comments needed on inspections and tool log books	No	\$ -	N/A
		8.2 Cleaning services: Ensure that all routine and non-routine cleaning is conducted.	Unlikely	Minor		Quarterly	All routine cleaning is conducted that adheres to the cleaning schedule - 90% compliance. All emergency non-routine cleaning tasks be responded (make safe) to within appropriate timeframes - 100% compliance.	All routine and non-routine cleaning carried out throughout MOPC. Compliance frame work developed and regular inspection carried out. Increased focus in compliance framework achieved through expanded management group. G4S Subcontractor for cleaning (Spic n Span) carried out routine cleaning in accordance with service levels through the period. 97% compliancy. Emergency Cleaning Tasks responded to within appropriate timeframes. Sub contractors monitored through a rolling series of spot-checks and audits by G4S WHS staff as well as management staff.	4	G4S contracts this work to a company called Spic and Span. This company has a quality control system in place and is monitored by the G4S compliance manager on a daily basis	Nil		No	\$ -	N/A
		8.3 Work, health and safety: Adhere to and implement a work health and safety plan that complies with all applicable laws.	Unlikely	Minor		Quarterly	Develop and update a work health safety plan that demonstrates all reasonable steps to ensure all people within the Site observe all the work/occupational health and safety rules for that Site.	Work health & Safety plan currently in place. Dedicated WHS manager record and addressed all relevant WHS issues throughout the MOPC. WHS Manager reviewed procedures relevant to contractors working within MOPC. Induction course run (including safety and hygiene, WHS and Fire training (including Emergency Procedures). Total number of personnel trained 263 (all stakeholders). Maintaining MOPC WHS Hazard/Incident Register. Incidents resulting in an LTI: 2 (16 days lost) Incident resulting in medical treatment (first aid): 5. HAZID: Reported - 6 Corrected - 4 Outstanding - 2	3	A work health and safety plan has been submitted to DIAC for approval. We have a full time WHS expatriate manager working at Manus Island continuously maintain the WHS plan	Nil		No	\$ -	N/A
		8.4 Transport and escort: Ensure vehicle operators understand their accountabilities when operating vehicles.	Possible	Minor		Quarterly	Development of a process ensuring all site vehicle operators carry responsibility whilst operating vehicles belonging to RPC, including vehicle checklists and logs. Undertake administration of the vehicle process - 95% compliance. Ensure all G4S personnel comply with vehicle process - 90% compliance.	All Local National transport officers hold PNG drivers licence. All drivers drive vehicle according to PNG requirements. Operational Instructions in place in order to ensure accountability and compliance. 1. Additional Drivers employed in the reporting period to service increased demand. 2. Daily serviceability inspections carried out on G4S Vehicle fleet by drivers during the reporting period: 491 3. 20 drivers recruited and trained in reporting period. 4. ITC Transferee External Escorts. 5. Total passenger movement during reporting period 9579 with an average of 309 personnel moved by T&E daily. 6. Total of 83 Transferee moved daily 7. Adhoc requests received 285 Adhoc requests satisfied: 262 Represents a 91.9% effectiveness rate.	4	All drivers are managed by our expatriate manager and are fully aware of their obligations and requirements. All transport staff are fully licensed by the Papua New Guinean department of traffic	Nil		No	\$ -	N/A
		8.5 Cooperation with the department/other service providers/stakeholders to meet the needs of transferees and assist with governance practices.	Unlikely	Minor		Quarterly	Governance: Attendance at the following committee meetings: Community Consultative Committee - 100% compliance Centre Security Committee - 100% compliance Transferee consultative committee - 100% compliance. WHS Committee - 100% compliance Security Assessment Review Meeting - 100% compliance Morning Operations Meeting - 100% compliance Weekly Department Review/Service Delivery Meeting -100% compliance.	Increased management support has allowed enhanced engagements with stakeholders which will result in improved operational efficiencies. All meetings as indicated were attended or run as scheduled with the exception of the Security meeting which was rescheduled due to VIP visit.s	3	A representative from G4S attends all service provider meetings. All operations are covered in the operational orders that are presented at a brief meeting prior to an operation. All operations have operational orders and operations do not commence until all service providers are satisfied with the said orders	Nil		No	\$ -	N/A
		8.6 Weekly Departmental Review Meeting.	Rare	Low		Six-Monthly	All agreed actions at the Weekly Departmental Review Meeting undertaken within agreed timeframes.	Required actions taken and follow ups done.	3	A representative from G4S attends all meetings appointed	Nil		No	\$ -	N/A

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	Responsibility	Risk Relation			Performance Relation				Abatement Relation				Abatement Amount	Increased Reporting/ Withholding/ Abatement			
		Likelihood/ Consequence	Quarterly Risk Rating	Risk Mitigation Strategy	Reporting Frequency	Service Provider Metric	Metric Result	Performance Rating	Reason for Rating	Failure Type	EPF Granted?	Abatement Notes			Potential Abatement?		
		Enter a likelihood and consequence rating	Automated	Please provide a Treatment Plan number for: - All High and Extreme Risks; and - All risks with Extreme consequences. For all other risks insert NA.	Automated	Protected data	Provide brief commentary outlining results against service provider metrics. Insert NA if not a reporting month.	5 = Exceptional 4 = Exceeds Expectations 3 = Meets Expectations 2 = Improvement Needed 1 = Unsatisfactory *This rating is tied to column D - Responsibilities	Provide commentary to support performance score	Select a value applicable to the failure (must be consecutive month for a secondary failure to occur)	Has an EPF been requested and granted?	DIAC commentary only required if a failure occurred.			Potential abatement to apply?	Automated	Automated
1. WELFARE	<p>Definition: The transferee's cultural, spiritual, social, mental and emotional well-being in general.</p> <p>Outcome: The cultural, spiritual, social, mental and emotional well-being of transferees and the transferee community is maintained and positively influenced by service provider involvement where practical.</p>	1.1	Communication management: Ensure that transferees have reasonable access to communication services.	Unlikely	Minor	Permanent IT Manager on site. Additional IT support available in POM with third line remote support from our Australian HQ G4S has replacement hardware on site	Quarterly	The number of functioning communication services on site. Weekly infrastructure checklist - 90% compliance. Transferee accessibility - 90% compliance. Note: Compliance is dependent on external factors such as connectivity to the satellite link.	Nil recorded failures of IT. Backup hardware is in stock on Manus to cater for most issue. No internet access provide to Transferees in O.D.C compounds due to insufficient IT infrastructure.	3	G4S IT department monitor the IT network ensuring the availability and serviceability of the network. Check list sheets are maintained and captured by our compliance manager. The transferees has access to the phone and internet 24 hours a day. Backup hardware is in stock on Manus to cater for most issues	Nil			No	\$ -	N/A
		1.2	Programs and activities: Provide effective and efficient transport support for transferees and escorts to and from programs and activities. Provide serviceable equipment for programs and activities.	Unlikely	Minor	Dedicated G4S transport team Supply chain for the supply of activity equipment established	Quarterly	Percentage of transport and escort services within required timeframes: Planned tasks (48 hours notice) - 95% compliance Unplanned tasks - 90% compliance Emergency tasks - 90% compliance.	Daily transport compliance sheets verified that all planned and unplanned tasks were carried out. Due to road conditions there were a small number of vehicles breakdowns throughout the month although this resulted in nil interruption to transferee excursions during this period. Additional vehicles delivered to site to reinforce transport fleet	3	G4S transport division have an expatriate manager who manages the fleet and operators. All maintenance is provided by Euresst's facilities maintenance company and this company is an Australian Quality Assured company certified by SIA Global.	Nil			No	\$ -	N/A
		1.3	Complaints: Timely resolution of issues.	Rare	Minor	Complaints process established Complaints issued to G4S by TSA Audited by the GM	Quarterly	Issues are recorded, investigated and resolved within agreed timeframes.	All complaints and requests completed according to time frame and are recorded on G4S complaints and requests data base and confirmed by G4S RGM or Deputy RGM.	3	This is managed by The Salvation Army. G4S have a contingency process in place, thus allowing for our process to continue should a critical member be absent.	Nil			No	\$ -	N/A
2. CARE	<p>Definition: The transferees' physical well-being in general.</p> <p>Outcome: The physical care of individual transferees and the overall transferee community is maintained and positively influenced by service provider involvement.</p>	2.1	Reception, transfer and discharge of transferees: Provide effective and efficient support to the Client Service Provider to coordinate reception, transfer and discharge services.	Rare	Minor	Operational order assists with pre planning Operating procedure being developed Command Centre established for each OP Pre operation briefing held with all SP Post operation briefing held with all SP	Quarterly	Service provider will provide support to other service providers to conduct the reception process upon transferee arrival. Provide transfer services to prepare a transferee for transfer to another location within required timeframes - 90% compliance. Provide Client Services Provider with required equipment to effectively conduct programs, activities and the induction process - 95% compliance.	Every significant operation, has seen the production of an Operation order in consultation with the Service providers. This is supported by briefings carried out to all stakeholders prior to the activity commencing which results in all Service providers being aware of what is required of them during the activity. Prior to any significant activity a Command centre is opened with all Service providers having representation for the duration of the activity. Post activity debriefs have been carried out. Compliance Metric Provision of Transfer Services = 100% Provision of Required Equipment and stores: 100% compliance	4	Operational orders are presented prior to any operation and all service providers are required to attend an operations brief where G4S present the operational orders and discuss with all present.	Nil			No	\$ -	N/A
		2.2	Individual management: G4S to refer transferees requiring medical attention within prescribed timeframes.	Rare	Minor	G4S staff have direct radio link with medical SP In case of emergency code black called Response procedure developed and practiced for all compounds	Quarterly	All transferees identified as requiring emergency medical attention are referred immediately.	Safety & Security plan out lined procedures and 24/7 radio communication maintained with IHMS as well as Security officers posted within IHMS area. 100% compliance	3	G4S supply a stable radio network and we have 24 hour communications with IHMS. G4S officers contact IHMS and follow the appropriate directions given by IHMS radio operator	Nil			No	\$ -	N/A
		2.3	Individual management: Manage instances of illegal and anti-social behaviour.	Rare	Minor	TSA complete IMP All incidents reported by G4S Illegal activity reported to the local Police	Quarterly	Effectively and efficiently manage instances of illegal and anti-social behaviour. All instances of known or suspected illegal behaviour to be reported to local police authorities immediately.	Nil law breaking reported during this month. All displayed anti-social behaviour managed through Behaviour Management Plan in line with TS. Process in place to manage this. Illegal Behaviour - 14 incidents Anti Social Behaviour - 6	3	All illegal activities are recorded in our log books and reported to the police. All activities including intel are reported in our daily intel report presented at the daily meeting with all service providers	Nil			No	\$ -	N/A
		2.4	Individual management: Provide timely and accurate information and reflect all incidents to best enable the service provider staff to make decisions and instigate further action.	Rare	Minor	Established Security and Intelligence system Established IR PPM	Quarterly	Incidents to be reported (written or verbal) to the department within the following timeframes: Critical (immediate) up to 30 minutes - 100% Major (ASAP) no later than one hour - 100% Minor (written reports only) within 24 hours - 90% Incident definitions are contained within Service Delivery Guidelines.	All incidents reported according to department guide lines. All relevant intelligence gathered and distributed as required. Intelligence brief delivered to all service providers during daily Operations meeting. Critical: 10 Major: 10 Minor: 40 All incidents reported within departmental incident reporting timelines	4	G4S follow the incident definitions guidelines set out in the Service Delivery Guidelines and ensure that our reporting complies at all times	Nil			No	\$ -	N/A
		2.5	Assets (including vehicles): Ensure that a Maintenance Management Plan is developed.	Rare	Minor	Site maintenance plan developed Mechanics on site to service plan and vehicles G4S have partnered with a reputable FM company	Quarterly	Adherence to a Management Maintenance Plan for critical assets. All maintenance tasks are carried out within planned maintenance hours - 95% compliance.	All vehicles serviced and maintained as per schedule. All vehicle maintenance carried out by G4S (Euresst/ Delta FM) qualified mechanic on site. Maintenance Management Plan: 99.1% Compliance against Mandatory and Planned Maintenance Services	4	All maintenance on site is carried out by Facilities Management and they are a quality Assured company certified by SAI Global.	Nil			No	\$ -	N/A
		2.6	Emergency and breakdown repairs: Effectively and efficiently manage all service breakdowns.	Unlikely	Minor	G4S have partnered with a reputable FM company Euresst contractors and tradesman living on site Established links with local contractors and parts suppliers	Quarterly	Respond (make safe) to all service breakdowns within required timeframes - 95% compliance. Respond to emergency reactive maintenance impacting RPC Physical Security within required timeframe - 100% compliance.	Dedicated FM team available 24/7 within RPC in order to manage essential services. FM team on site to carryout preventative and scheduled maintenance work within RPC including water treatment plan. Respond to Breakdown: <30 minutes. Respond to Emergency Reactiv: <30 minutes. In N ovember their were 222 preventative maintenance services completed and 330 repairs and improvement tasks carried out	3	All repairs on site are carried out by Facilities Management and they are a quality Assured company certified by SAI Global.	Nil			No	\$ -	N/A

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G4S
Individual Service Provider Report

	2.7	Catering: Comply with applicable health and food safety regulations in the purchase, storage, preparation, serving and disposal of food and drink.	Unlikely Moderate	Minor		Quarterly	No preventable breaches.	Meal menus supplied per Australian standard. All food disposal and cleaning carried out to maintain hygiene environment throughout the canteen. Audits conducted by Eures: Audits Conducted on Eures: by G4S: 1	3	Eures are subcontracted to provide all our food services. Eures are a Quality Assured Company and are certified by SAI Global	Nil		No	\$	-	N/A
	2.8	Catering: All staff hold appropriate qualifications, training and/or experience to undertake respective roles.	Unlikely Minor	Minor	All Eures staff undertake pre employment checks Managed by Expat staff	Quarterly	Provide evidence that catering staff have the appropriate qualifications, training and/or experience to perform role.	have employed qualified chefs. Ongoing training for local staff carried out regular basis in order to maintain high standard within RPC.	3	Eures are subcontracted to provide all our food services. Eures are a Quality Assured Company and are certified by SAI Global	Nil		No	\$	-	N/A
	2.9	Catering: Provision of appropriate services to manage cultural and religious requirements.	Unlikely Moderate	Minor	All meals Halal CCC held monthly where transferees are encouraged to provide feedback	Quarterly	Demonstrated examples how G4S supported cultural and religious requirements where they occur.	G4S Catering contractor provided culturally appropriate catering	3	Eures are subcontracted to provide all our food services and plan to support all religious and cultural requirements through the catering plan. In this month this was demonstrated through specific catering support to the Muhurram festival celebrations during November Eures are a Quality Assured Company and are certified by SAI Global	Nil		No	\$	-	N/A
3. SECURITY	3.1	Property of transferees: Effectively secure and store transferees' property.	Unlikely Minor	Minor	Established process all items logged Anti tamper property bags and seals used Procedures fully developed Established property store Limited access to property store	Quarterly	Number of transferees' property that has been adequately secured and stored - 100% compliance.	All G4S trust property recorded and stored securely. All individual valuables secured in Security bags with individual seals. Property process developed and all property handled according to G4S Operation Instructions. Property store managed by dedicated G4S property manager and property coordinator. 100% Audit of In Trust Property completed on 5th and 27th November for the November reporting period. . 0 discrepancies on both audits. requests for access and Complaints: 120	3	G4S have a secure storage facility for the storage of all transferees' valuables and This secure facility is unknown by most and is controlled by our trained staff. All property staff have many years experience in property and their manager is a long term prison property manager.	Nil		No	\$	-	N/A
	3.2	Security processes: Effectively and efficiently manage and review security processes.	Unlikely Moderate	Minor	Established Security and Intelligence system	Quarterly	Develop and update a Site Safety and Security Plan and demonstrate frequent review and implementation.	Safety & Security plan developed and ongoing reviews carried out. Revised version submitted to DIBP NATO during November. Further review and update in progress. All security & intelligence gathering carried out as per Site Safety & Security plan.	3	All service providers attend a monthly security meeting and discuss all security related Security issues are also raised at the daily meeting attended by the heads of all service providers as well as the weekly WDR	Nil		No	\$	-	N/A
	3.3	Management of emergencies: Operate and maintain the site in a safe and secure manner for people to live and work in.	Possible Minor	Minor	Established Emergency management system	Quarterly	Implement and adhere to recommendations from the Emergency Control Operations Committee. In the event of an emergency, follow emergency procedures 100% compliance. All personnel are trained in their area of responsibility within their role to deal with emergencies - 100% compliance.	1 x emergency declared in November - local protests at centre and Bibby - all personnel followed procedures as designed. 75 IRT training activities conducted over the month using scenario based training. 1 stakeholder desk top exercise carried out to discuss evac procedures All operational security staff are trained to the DIBP approved training standard during induction training	3	G4S have approved the following plans - Safety and Security management plan Emergency Response Plans - new versions submitted for DIBO NATO review. Contingency plans being updated for submission of DIBP NATO	Nil		No	\$	-	N/A
	3.4	Personnel, physical and information security: Ensure that only appropriately cleared personnel and vehicles access facilities and classified information and that breaches are reported immediately.	Possible Minor	Minor	Establish good access control to the site restricting unauthorised people and or vehicles entering the site	Quarterly	Less than two personnel security incidents per month; or Less than two physical security incidents per month; or Less than two information security incidents per month as a result of a negligent act of G4S.	Increased management support has allowed a review of processes and procedures without impacting on current service levels. This will result in improved efficiencies. A. Personnel security incidents reported: 1 B. Physical Security Incidents 0 C. Information Security: 0	4	G4S have an approved access control system in place. 100% ID check at main gate. This includes bag checks on entry We have both National and Expatriate staff manning the main gate 24 hours a day	Nil		No	\$	-	N/A
	3.5	Entry control: Facilitate controlled access to the site.	Possible Minor	Minor	Establish good access control to the site restricting unauthorised people and or vehicles entering the site	Quarterly	No access to site by unapproved visitors - 99.8% compliance.	All log books and vehicle in/out registers maintained. No unauthorised entries recorded during this period. All visitors to MOPC authorized by PNG ICSA authorities.	3	G4S have an approve access control system in place. We have both National and Expatriate staff manning the main gate 24 hours a day	Nil		No	\$	-	N/A
	3.6	Entry control: Facilitate controlled access to the site (approved visitors).	Possible Minor	Minor	Establish good access control to the site restricting unauthorised people and or vehicles entering the site	Quarterly	Site access procedures are followed by security personnel on site - 100% compliance.	All log books and vehicle in/out registers maintained. 1 All visitors to MOPC authorized by PNG ICSA authorities. Special access passes issued to visitors/ contractors who are visiting transferee compounds after authorised by PNGICSA. 1 x incident of unauthorised access by ADF personnel .	3	G4S have an approve access control system in place. We have both National and Expatriate staff manning the main gate 24 hours a day	Nil		No	\$	-	N/A
4. HEALTH & MEDICAL	4.1	NA	(Likelihood) (Consequence)				NA						No	\$	-	N/A

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5. EDUCATION	Definition: The provision of education and learning services that provide transferees with knowledge or skills via structured and unstructured approaches. Outcome: Transferees are given the opportunity to access education services, achieving reasonable education and training outcomes to accepted professional standards.	5.1	NA	(Likelihood)				NA					No	\$	-	N/A	
				(Consequence)													
6. COUNSELLING	Definition: The provision of professional counselling services such as mental health, torture/trauma counselling of children/minors. Outcome: Transferees are given the opportunity to access counselling services to accepted professional standards.	6.1	NA	(Likelihood)				NA					No	\$	-	N/A	
				(Consequence)													
7. INTERPRETERS	Definition: The provision of appropriately accredited interpreting staff (excluding cultural support officers). Outcome: Transferees are given the opportunity to access interpreting services to facilitate communication.	7.1	NA	(Likelihood)				NA					No	\$	-	N/A	
				(Consequence)													
8. OTHER (LOGISTICS & SUPPORT)	Definition: The provision of logistical and support functions which facilitate the operation of the Regional Processing Centre and delivery of services to transferees. Outcome: The efficient, effective, ethical and economical operation of the centre is maintained.	8.1	Work practices: Efficiently and effectively carry out all maintenance tasks.	Unlikely Moderate	Minor	All maintenance on site is carried by our Subcontractor FM	Quarterly	Ensure all service provider tools are controlled at all times and are not accessible to transferees (unless allowed) - 100% compliance.	Work order process in place in order to manage all requests. All reactive and scheduled maintenance work carried out within required time. All carried out work recorded on work order data base. No tools lent by G4S service providers to Transferees during the reporting period.	3	All repairs on site are carried out by Facilities Management and they are a quality Assured company certified by SAI Global.	Nil	more comments needed on inspections and tool log books	No	\$	-	N/A
		8.2	Cleaning services: Ensure that all routine and non-routine cleaning is conducted.	Unlikely Minor	Minor		Quarterly	All routine cleaning is conducted that adheres to the cleaning schedule - 90% compliance. All emergency non-routine cleaning tasks be responded (make safe) to within appropriate timeframes - 100% compliance.	All routine and non-routine cleaning carried out throughout MOPC. Compliance framework developed and regular inspection carried out. Increased focus in compliance framework achieved through expanded management group. G4S Subcontractor for cleaning (Spic n Span) carried out routine cleaning in accordance with service levels through the period: 95% compliance. Emergency Cleaning Tasks responded to within appropriate timeframes Sub contractors monitored through a rolling series of spotchecks and audits by G4S WHS staff as well as management staff.	4	G4S contracts this work to a company called Spic and Span. This company has a quality control system in place and is monitored by the G4S compliance manager on a daily basis	Nil		No	\$	-	N/A
		8.3	Work, health and safety: Adhere to and implement a work health and safety plan that complies with all applicable laws.	Unlikely Moderate	Minor		Quarterly	Develop and update a work health safety plan that demonstrates all reasonable steps to ensure all people within the Site observe all the work/occupational health and safety rules for that Site.	Work health & Safety plan currently in place. Dedicated WHS manager record and addressed all relevant WHS issues throughout the MOPC. WHS Manager reviewed procedures relevant to contractors working within MOPC Induction course run (including safety and hygiene, WHS and Fire training (including Emergency Procedures). Total number of personnel trained 263 (all stakeholders). Maintaining MOPC WHS Hazard/Incident Register: Incidents resulting in an LT: 9 (18 day lost) Incident resulting in medical treatment (first aid): 3 HAZID: Reported - 74 Corrected - 27 Outstanding - 47 (all subject to work or stores request which will be tracked until closed out)	3	A work health and safety plan has been submitted to DIBP for approval. We have a full time WHS expatriate manager working at Manus Island continuously maintain the WHS plan	Nil		No	\$	-	N/A
		8.4	Transport and escort: Ensure vehicle operators understand their accountabilities when operating vehicles.	Possible Minor	Minor		Quarterly	Development of a process ensuring all site vehicle operators carry responsibility whilst operating vehicles belonging to RPC, including vehicle checklists and logs. Undertake administration of the vehicle process - 95% compliance. Ensure all G4S personnel comply with vehicle process - 90% compliance.	All transport officers holds PNG drivers licence. All drivers drive vehicle according to PNG requirements. Operational Instructions in place in order to ensure accountability and compliance. 1. Additional vehicles delivered during the reporting period to service increased demand. 2. Daily serviceability inspections carried out on G4S Vehicle fleet by drivers during the reporting period: 623 3. Total passenger movement during reporting period 42930 with an average of 1431 personnel moved by T&E daily. 4. Adhoc requests received 115 Adhoc requests satisfied: 105 Represents a 91.3% effectiveness rate.	4	All drivers are managed by our expatriate manager and are fully aware of their obligations and requirements. All transport staff are fully licensed by the Papua New Guinean department of traffic	Nil		No	\$	-	N/A
		8.5	Cooperation with the department/other service providers/stakeholders to meet the needs of transferees and assist with governance practices.	Unlikely Moderate	Minor		Quarterly	Governance: Attendance at the following committee meetings: Community Consultative Committee - 100% compliance Centre Security Committee - 100% compliance Transferee consultative committee - 100% compliance. WHS Committee - 100% compliance Security Assessment Review Meeting - 100% compliance Morning Operations Meeting - 100% compliance Weekly Department Review/Service Delivery Meeting -100% compliance.	Increased management support has allowed enhanced engagements with stakeholders which will result in improved operational efficiencies. All meetings as indicated were attended or run as scheduled during the reporting period.	3	A representative from G4S attends all service provider meetings. All operations are covered in the operational orders that are presented at a brief meeting prior to an operation. All operations have operational orders and operations do not commence until all service providers are satisfied with the said orders	Nil		No	\$	-	N/A

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G4S
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	8.6	Weekly Departmental Review Meeting.	Rare	Low		Six-Monthly	All agreed actions at the Weekly Departmental Review Meeting undertaken within agreed timeframes.	Required actions taken and follow ups being done.	3	A representative from G4S attends all meetings appointed	Nil			No	\$ -	N/A
			Minor													

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Appendix 3

Witness Statement: Martin Appleby

I, Martin Appleby, of 5 Nevin Parade, Viewbank, Melbourne, Victoria, WILL SAY as follows:

1. I make this statement as a former safety and security officer employed by G4S at the Manus Island Regional Processing Centre ("MIRPC") between August 2013 and December 2013. I make this statement from my own personal knowledge except where expressly stated otherwise.

Background

2. My date of birth is 15/02/61 I am 53 years old.
3. I have worked in the field of security and corrections for the past 14 years, after transferring from hospitality. I have a Certificate IV in Correctional Practice, which means I am a fully qualified prison officer.
4. My first job in the security area was as a prison and escort officer for Corrections Victoria, escorting prisoners in and out of the Metropolitan Remand Centre. In order to undertake that role, I had training in firearms, defence tactics, baton tactics as well as occupational health and safety and medical training. After 2-3 years of on the job training, I obtained MY Certificate IV.
5. My role with Corrections Victoria gave me a fair amount of exposure to the various problems that can arise in a detention environment. I had to deal with multiple medical emergencies, sexual and violent assaults between prisoners, negotiations with prisoners who were protesting and at least one in-cell fire.
6. I crossed over to start working for G4S Australia in around 2009. They were looking for someone to put help with their prisoner transport contract with the Department of Justice. There were about 50 staff in the prisoner transport team, but none to my knowledge had any background in corrections. They were mostly just truck drivers. So I was employed to give them training in how to deal with prisoners.
7. This was my first experience of the way G4S cut corners in their training programs. I was given only two days to train the transport guys in defensive tactics, which I felt was really

inadequate. Plus the training I was giving them wasn't really designed for the job they had to do, because it concentrated on scenarios and tactics that assumed two officers were available to subdue someone, whereas often in transport, an officer would be dealing with a prisoner on their own for substantial periods while their partner was off completing the paperwork etc. I tried telling my manager this, and they did make some changes over time based on my recommendations but they still didn't concentrate sufficiently on one-on-one scenarios.

8. The company's drive to keep costs down was also apparent in other aspects of the job. For example, they didn't employ enough staff, with the result that those who were employed were expected to work very long hours. Our first vehicles would leave at around 5am and sometimes we weren't back until 9 or 10pm at night, with only one half-hour break during the day. There were a large number of vehicle break-downs mainly with air-conditioning during the warmer months in the vehicles for prisoners. I remember on one occasion we were transporting two female prisoners down from Shepparton in the middle of summer and we actually had to stop at a local police station to try to drop them off because the temperatures in the vehicle were so high that they were getting really dehydrated. We were also expected on occasion to transport V1 prisoners (ie "Violent1" – the prisoners who are considered the most dangerous) whereas we were only supposed to deal with the less dangerous classes of prisoners. V1 prisoners were transported by the S.E.S.G (State Emergency and Security Group)

Transfer to Manus Island

9. I first heard about the prospect of transferring up to Manus Island from the manager of G4S Transport, Allen Bazzina. He had previously managed the Maribyrnong Immigration Detention Centre, and ended up transferring up to work as the Director of off-shore processing at G4S on Manus. I thought it sounded like an interesting opportunity and good for my resume. It was well-paid - \$110,000 per annum. I had never worked outside of Australia and thought it would be a bit of an adventure.
10. I wanted a training-delivery position up there. They said they couldn't afford to employ me as an official trainer (which would have cost them \$125,000), but that they would effectively give me training duties even though I would be called a regular safety and security officer. I was happy with that, as I thought it was best to get my foot in the door and take it from there.
11. I transferred up to the MIRPC along with several others from the G4S Transport team in August 2013. Several of the managers from other facilities run by G4S in Victoria had already transferred up there by then, including the training manager from Port Phillip prison and the

centre manager from the Melbourne Custody Centre. We weren't told much beforehand about what it would be like, beyond basic details about things like the weather and what clothing to bring. I think if we had been properly briefed about what it was like, a lot of us might not have gone at all.

Arrival at the MIRPC

12. When I arrived at the MIRPC, I estimate that there would have been about 500 transferees held there. I was quite taken aback, as the accommodation set-up for them was much more primitive than I had imagined, particularly by Australian standards. Most were just in tents or old World War II huts that were made of tin with tightly packed double-bunk beds in them. Even at that point they were cramped and things got worse later on as the number of transferees rose significantly over the period I was there.

13. At that time, there were maybe 110 safety and security officers (SSOs) employed by G4S at the MIRPC. There were 4 training officers at any one time and we all reported to the Training Managers David Kemp and Diane Coleman, who in turn reported to the Centre Manager Dinesh Perera. He was in turn responsible to the General Manager, John McCaffery. The regional general manager for G4S was Kevin Pye.

14. The SSOs were made up of both ex-pats and local PNG guards. Around 96% of the ex-pats were ex-army personnel from either the Australian or New Zealand defence forces. The remaining 4% were from the police or security. To my knowledge I was the only one with training in corrections defensive tactics, so I was given more senior responsibilities.

15. The local PNG G4S guards, although they made up the majority of the SSOs, had virtually no experience in security of any sort. Most had previously been farmers, students or were unemployed. We were told that the ex-pat SSOs were responsible for managing any local SSOs that were on duty because they were very inexperienced and needed supervision.

16. There were also a number of other sub-contractors who were employed to provide various services at the MIRPC. A company called Eurest did the food – they were mainly ex-pats. Spic & Span did the cleaning and they were a PNG company I think as I don't recall that any of them were ex-pats. The Salvation Army were responsible for welfare and also for providing clothing to the detainees. There was also a company contracted to do maintenance work but I can't recall their name.

Training G4S personnel at the MIRPC

17. When I had applied for the position on Manus, I had never been informed that I would be training PNG guards, but when I was rostered on my first official day I was handed the training and assessment role in delivering training to both ex-pats and PNG nationals.

18. As soon as I began the training sessions I realised that it was going to be a futile exercise because the majority of the PNG SSOs didn't speak English and I didn't speak Pidgin. We had plenty of interpreters working at the MIRPC, but they were all employed to speak the various languages of the Transferee population, not to facilitate communication between the guards. Initially, I couldn't even get them to understand my name. Eventually I gave them my nickname 'Apples' and that one finally got through and resulted in a lot of hilarity. But the communication we were able to have was that basic.

19. I spoke to the Training Manager about the situation, and we eventually managed to get 2 PNG navy personnel from the local base to come and act as interpreters during the training sessions. That improved communication a good deal, although since I don't speak Pidgin I couldn't vouch that they were accurately translating what I was saying.

20. The training package itself was also in my view clearly inadequate, particularly given the background of the local staff. I was expected to deliver training in defensive tactics in only 4 days when, in my view, it should have taken a minimum of 6 weeks. The training had not been well adapted to deal with the specific requirements of the situation -- it was very much training designed for Australians working in Australia. I felt a lot more time should have been spent focusing on cultural differences and better explaining the cultural background of the transferee population. But instead, the first four hours of the program, for example, were spent explaining the history of G4S, which was really irrelevant to the job. I think we then went through personal hygiene and security and basic security awareness (eg. what to do if you saw a hole in the fence, and how to operate a fire extinguisher even though at that point we didn't have any). Then we covered the different codes (green for escape, black for a medical emergency etc.) and spent two days on various security scenarios. To the best of my recollection, there was nothing in the package I had to deliver that explained how to deal with mass protests or the type of riots that broke out at the Centre in February 2014.

21. I warned the Training Manager that the training package was insufficient to be able to deliver the correct training level to the PNG nationals. Diane Coleman agreed with me, but David Kemp was pretty dismissive and just said we had to do the best we could in the circumstances. Later on towards the end of my time there, I believe that one of the other more senior managers was doing some re-writing of the package, but nothing changed during the time I was there.

22. I felt that once the navy personnel were brought into help, the PNG staff understood the delivery of the training somewhat. But unfortunately when I saw what happened later on, it is clear that they hadn't been properly trained and I felt some responsibility for that.

Conditions for Detainees at the MIRPC

23. I have heard the word "inhumane" used about the conditions in which the transferees were expected to live at the MIRPC and I think that's probably the best description for them, especially for those living in the old World War II sheds like the P-Dorm. Expecting people to live packed like sardines into tin sheds in 35-40 degree heat with only four fans to cool the place down just shouldn't be allowed. It's just ridiculous. Some of the newer accommodations in Mike and Oscar were somewhat better, but the variation in the standard of the accommodation was itself a cause of tension between different groups of transferees.
24. There was virtually no shade in any of the compounds and despite the intense heat the guys weren't given any hats and very limited sunscreen. It was the Salvation Army's job to supply things like clothing. Most of the guys were just given thongs in the way of shoes and there weren't enough to go around. Razors were exchanged one for one each month which meant they went blunt and the guys couldn't keep themselves shaven.
25. There was limited running water at the facility, even when it worked, but it wasn't drinkable. All the detainees had to be given bottled water for drinking, but a lot of them were using that for cleaning themselves when they went to the toilet as well, because that was what they were used to, which meant that the quantity for drinking was inadequate. Plus it was always warm because the bottles were just left out on pallets in the sun, which meant they got really hot.
26. The toilets got filthy and weren't cleaned often enough. Most of the detainees weren't used to Western-style toilets, so that didn't help matters. Sewage was pumped out by small pumps and it didn't take long for the detainees to work out that if they dropped a cap into the toilets, it would cause grief and some of them did that I think as a way of protesting. The only hand sanitizer was for us staff -- the detainees didn't get any. We were only allowed to dole out very limited amounts of shampoo and soap to them, and even the toilet paper was given to them in individual sheets because management said they would just use it to block up the sewage system. So the detainees had to come and ask for toilet paper whenever they wanted it, which I found really demeaning and embarrassing. I've never seen anything like that -- they were treated as less than children.

27. The quality of the food at the facility was also shocking and cases of diarrhoea and food poisoning were rampant. Personally I refused to eat any of the hot food out of the bain-marie and just lived on salads. We had an isolation bay both for staff and for the detainees and both were constantly in use. We all made complaints to Eurest about the food but nothing really changed. I think the only change they made was to eventually put some hand sanitizer out near where the food was served.
28. There was also a lot of unnecessary grief and tension caused in my view by the way that the food was delivered to the transferees. In the Oscar compound for instance, there were around 400 transferees who had to queue for food, so often the line was 200 metres long and people had to queue for hours to get each meal. Breakfast was served every day from 7:30 to 9:30 and the catering staff would then switch the food off. So if the transferees didn't make it during that time, they didn't get breakfast. Due to the intensity of the heat a lot of the guys would stay up very late and then sleep in the cool part of the early morning, so many had difficulty making it into the queue in time for breakfast.
29. Those who were in bed because they were sick also missed out on meals, as none of the transferees were allowed to take food out of the tent to give to anyone else. If we discovered anyone doing this, we were supposed to take the food away from him and throw it in the rubbish.
30. Every day there were tensions and arguments about the queue and whether someone had taken someone else's place. I didn't see any really bad physical confrontations, but every day there was a bit of push and shove and people jostling for a place. It was exhausting work managing the queue as there was generally only one officer overseeing a queue of hundreds of guys and they had all been waiting a long time to get fed.

Health of the Transferee Population

31. I saw a lot of illness among the transferee population. The problems ranged from rampant diarrhoea, to fever and skin problems. There were also quite a few accidents because of the rough and uneven coral ground that the facility is built on. The entire island is made of coral, so the ground is essentially ground-down coral but with big residual lumps everywhere. No attempt was made to clear the ground of the facility to make it safer. So the transferees would regularly cut themselves on it, particularly because many didn't have proper shoes and the cuts would then get infections.

32. I would say the worst health problems I witnessed though were psychological. I regularly saw guys openly sobbing and having breakdowns. Over the course of my time at the MIRPC, it was also clear to me that many of the transferees were losing weight, even though they were supposedly eating the same food we were. Incidents of self-harm were virtually a daily occurrence. These ranged from more minor hunger strikes (generally lasting several days) to guys cutting themselves with razors or taking their shirts off and sliding along the sharp coral on the ground. On one occasion I had to physically pull a guy off one of the big tent poles because he was repeatedly hitting his head against it. Another time I came across a guy trying to self harm with his bed sheets. He was pulled down by his friends who said they would look after him and asked me not to report what had happened. The incidents of self-harm seemed to have ripple effect in that when one person started having a breakdown it seemed to push other detainees over the edge as well.
33. In some cases I think people resorted to deliberately cutting themselves just to get access to a doctor, because it was often really difficult for the transferees to get to see a medical officer. They always had to put in the request to the G4S staff member on duty and often individual G4S SSOs were making the call as to whether they would forward that request on to IHMS or not. I challenged other G4S guys about this a couple of times, as I didn't think we were qualified to make the call as to whether someone was sick enough to see a doctor or not.

Sexual Assaults

34. I was aware of a number of incidents of sexual assault between detainees while I was at the MIRPC. I personally dealt with one guy who had been sexually assaulted in the Foxtrot compound. He was deemed to be a suicide risk by IHMS. So I and another SSO were brought in to bedsit him. The IHMS medical officer would just come in once a day and give him some pills and interact with him for about five minutes, so I ended up being his "psychologist" for the day even though I have no background in counselling because there was just no-one else for him to talk to. From what I understood he had been digitally raped by another detainee, although I think that the act had been walked in on before things could go even further. We spoke for about 12 hours and he told me his whole life story. He was an Iranian guy who owned a toy shop and whose shop had been burnt out. He told me about his kids and I told him about mine. His story really affected me.
35. I also had around four conversations from staff members regarding other incidents of sexual assault that I thought probably had some basis to them. I gathered that the assaults were generally taking place in the dormitories in the rooms. In the P-dorm, the beds were so close together that they were pushed up against each other and sheets were hung up around for privacy, which was understandable but made it difficult to know what was going on.

36. When we witnessed or heard about a sexual assault, we were supposed to remain with the victim until IHMS could be alerted. They would then make a recommendation as to how the person would be monitored. But to the best of my knowledge, there was nothing done to actually separate out the person assaulted from the general population. In a normal prison, there is always general population and protection. There was no such set up on Manus. As far as I know, the Iranian guy who I sat with who had been assaulted was just moved from the Foxtrot compound to the Delta compound, so while he was separated from his attacker, there was no guarantee he wouldn't be sexually assaulted again.

Failures in Emergency and Security Procedures

37. As a security officer, one of the things I found most frustrating about the management of the MIRPC by G4S was the lack of proper procedure and practice in the way security at the facility was managed. We were supposed to be ensuring a safe and secure environment both for the transferees and the staff working at the facility, but there were multiple obstacles that prevented us from doing our jobs properly.

38. First, there were no manuals or "post orders" anywhere at the facility. Generally in a prison, any time you go to a rostered position where you have never worked before, there should be a manual or a post order that tells you what to do in that position if an emergency arises. That is absolutely basic standard practice, but there wasn't a single post order anywhere on Manus. I raised this with management on several occasions, even via a written report. I know that two other officers were so concerned about this that they actually created post orders for particular positions and submitted them to the G4S Centre manager Dinesh Perera, but to my knowledge they were never implemented.

39. The second issue was head counts. They only ticked people off when they went to breakfast lunch or dinner, so if people stayed in bed because they were sick, or exchanged ID cards, there was no way of keeping track of this. This meant that at any given moment, we really had no idea of whether anyone was missing.

40. We also didn't have enough hand-held radios for all of the staff, and there was only one battery provided per radio so they were constantly running out of battery life. This meant that the G4S officers for their own safety had to operate within line of sight of each other. If I didn't have a radio and if I found myself in the midst of an assault or a medical emergency, I actually had to yell out to colleagues. The requests for more hand-held radios were made almost weekly by staff but we never saw them.

41. The fencing at the facility was also completely inadequate – just like school fences really. There were multiple incidents when people climbed over them or managed to get under them. When a fence got damaged, the maintenance contractor (a PNG labourer) would just hammer in a star picket, which is a metal picket about 6 feet 4 inches high in a star shape and then wire-tie the picket to the fence to keep the fence up. After the February violence, I was informed by a former G4S colleague that those star pickets were actually used as weapons during the riots (I am not sure whether by the transferees or those who were beating them).

42. There were also no proper fire or evacuation procedures. The fire manager only came on board in October or November 2013 and the fire truck was just sitting unused until he arrived. Fortunately we had no serious fires because the only thing we would have had to put one out would have been a hose that ran about 20 metres from any given point. Actually, there was a fire in the kitchen at one point, but they managed to put it out with blankets before it got serious.

43. One example that shows how poorly equipped the facility was for an emergency was an incident that took place in October 2013. One day, the PNG police, who were positioned permanently just outside the MIRPC, arrested a family member of one of the navy personnel. I happened to be standing out the front that day because I was about to go on leave and was waiting with my suitcases ready to go. All of a sudden, there was a big commotion outside the gates. As it turned out, the police had supposedly mistreated the guy who they had arrested and really annoyed his relatives in the navy. A large number of navy personnel came marching up the road to confront the police and there was a stand-off just outside the MIRPC. Some ex-pat G4S guys tried to intervene to calm things down and when they did this, both the police and navy personnel suddenly turned on the G4S staff and just came screaming towards the MIRPC. Afterwards we found out that they didn't actually come right into the Centre, although some rocks were thrown, but at the time we thought they were going to come straight through the gates.

44. We were all told to go quickly to the rear of the dining area and then every officer and ex-pat staff member were told to evacuate the Centre. We left the detainees locked up in the Centre and all made our way down to the beach area. Then no-one really knew what to do, so we continued down the beach. It was all a shambles because we didn't even have any two-way radios at the front and back of the line to communicate. Then all of a sudden someone at the front of the line suddenly shouted that we had to turn around and go back because apparently they had run into the PNG navy! So we all just turned around and made our way back to the Centre. In the meantime, I think someone had called the HMS Choules to alert the Australian navy to come and get us. That didn't eventuate because by then we realised that no-one had actually breached the front gate and the panic settled because the

PNG navy and police were still on the other side of the fence. But that incident really highlights how poorly equipped we were to deal with any sort of emergency.

Causes of the February Violence

45. I was no longer working at the MIRPC when the violence broke out in February 2014. By then I had resigned and was back in Melbourne. But when I heard about what had happened, it didn't surprise me at all. I felt that tension had been brewing at the facility for many months due to all of the problems I have mentioned and it was almost inevitable that the situation reach a crisis point. In particular, there are several underlying factors that I believe have caused or fed into all of the other problems at the MIRPC.

46. The first major mistake I believe was transferring people to Manus before the infrastructure was in place to support them. This was obviously mainly a government decision, but I also think G4S shouldn't have agreed to take people until they had ensured the accommodation and facilities were there to house and look after them to a decent standard. This decision created some problems that were very difficult to fix once the transferee population was already in place, such as the variation in the standard of accommodation and services. The speed with which everything had to be done to get things ready for the first transfers also led to short-cuts being taken in things like training of the local staff which I have mentioned.

47. The second major issue was overcrowding. Between the time I arrived at the facility and when I left, the numbers of transferees had gone from approx 500 - 600 hundred to over a thousand. This massively impacted on every aspect of the transferees' daily lives, including having to queue for hours in the sun for food, not being able to easily get an appointment with a doctor, being packed into overheated dorms with no privacy etc. Again, I'm sure G4S was under a lot of pressure from Canberra to continue to take people no matter how many boats arrived, but as I understand it from a G4S colleague, G4S were also paid an allowance by the government for each transferee they took on, so they also had an incentive to continue to take people on irrespective of whether they had space for them.

48. The third problem was simply the length of time people were detained at the facility and the lack of information they received about when their claims would be processed or what was going to happen to them. This was probably the major cause of anger and frustration among the transferees.

49. On top of these fundamental problems, there were then in my view multiple failures in the way the facility was managed. I have already described some of these, such as the rigid rules about the way transferees had to queue for food and the quality of that food, the failure to

separate vulnerable detainees from the general population, the way it was left to individual G4S SSOs to decide whether transferee's medical requests were passed on to the medical staff and the lack of proper security and emergency procedures.

50. On the management side of things, I think one of the problems was that I think the Centre got too big for the people G4S had in charge of managing it. The overall southern pacific manager for G4S, called Chris Manning, only visited the Centre a couple of times to my knowledge. I think the Centre manager Dinesh Perera and the General Manager had free reign and they weren't experienced enough to deal with a facility of that size. It wasn't until November 2013 that they brought in someone to oversee them and by that time things were already out of control.
51. Personally, while I was at the Centre, I never witnessed any overt hostility between the local G4S guards and the transferees, although I did witness some ex-pat G4S staff verbally abusing detainees, particularly when they thought they couldn't speak English. However I definitely don't think that the local G4S SSOs should have made up the Incident Response Team (IRT) at the facility. IRTs are the squad who are meant to respond to and deal with emergency situations like riots. Normally it is where you would put your most experienced officers – people you were really sure of. The PNG SSOs, as I have mentioned, had very little experience and were given inadequate training. The ex-pat staff, by contrast, were made up of past army, correctional and police personnel who would have been much more capable of dealing with a volatile situation such as the one that arose on the nights of 16 and 17 February 2014.
52. I am also aware from conversations I have had with G4S staff who were present at the time of the violence that the IRTs were led on the night of the violence by Romeo 1, who had no experience with or training the PNG nationals previously, so didn't have an established relationship with them. I believe that is part of the reason why they lost control of the team on that night.

Conclusion

53. While some of the management problems I have mentioned could relatively easily be addressed through, for example, implementation of proper procedures, I think the fundamental underlying problems with the MIRPC have no easy answers. Detaining large numbers of young men for long periods of time in sub-standard conditions in a poor country where people have many problems of their own is a flawed project and one that is bound to lead to tensions and violence. If offshore processing is to continue, then a completely new centre with proper infrastructure would be needed. But to my mind, offshore processing itself is inherently flawed. When you start involving other countries with different laws and

ways of operating, it all becomes a mess and no-one takes responsibility for ensuring things are done properly. I think the MIRPC is not a safe or decent place to hold people and it should be shut down and the people there transferred to a facility in Australia.

I believe the facts set out in this witness statement are true.

Signed Matt Campbell
Date 31.5.2014

Appendix 4

*OECD Guidelines for
Multinational Enterprises*

Specific instance involving GSL (Australia) PTY
LTD and the complainants

Agreed outcomes of mediation meeting

February 28 2006

Introduction

This document is a record of the agreed outcomes reached between GSL (Australia) Pty Ltd and the complainants during the mediation meeting held on Tuesday 28 February, 2006, at the Department of Treasury, Canberra.

Additional recommendations were tabled by the complainants during the meeting. An opening statement and relevant documents relating to human rights standards adopted by the United Nations General Assembly were also tabled.

The discussion was open and frank, and based on a shared commitment by all to promote adherence to universally recognised standards of human rights. It was acknowledged that there had been many positive changes since the complaint was lodged, not least that children were no longer being detained in detention centres. In this time there have been a number of reports such as the Palmer Report, and court cases that have highlighted many of the issues at the heart of the complaint.

The protracted tender and negotiation period for the contract, and the constantly changing nature of the demands being placed on the detention services provider, and its own learning from the experience highlighted for the complainants the considerable scope for the company in deciding what services it will offer and how. For all involved there seemed to be a shared understanding at the conclusion of the meeting of the value of international human rights standards in determining the company's own decision making processes.

The meeting took place between 10.00am and 2.45pm. Discussion of some issues of concern will require further time and consideration. There was willingness from all involved to canvass the range of issues involved in the original complaint – from the contractual issues through to operating protocols and the changing patterns of immigration detention. It was agreed that an atmosphere of direct dialogue between the complainants (and others concerned) and the company on these issues was engendered by the meeting and should be fostered to address continuing concerns. This provides scope for GSL to engage more closely with the complainants, or other appropriate external groups, in the future to ensure outcomes reached are implemented and a culture of transparency and accountability fostered.

At the conclusion of the meeting it was agreed by all parties that there would be value in the NCP forwarding a copy of his statement to Minister Vanstone, the Commonwealth Ombudsmen, IDAG and HREOC.

General agreement

1. GSL acknowledged the value of using a human rights framework as the appropriate standard to guide operations and assist the company 'do the right thing' in all aspects of operation and service delivery
2. GSL acknowledged that as a corporation it had its own responsibilities and should be accountable for these responsibilities. How it understood and implemented its responsibilities was a key factor in its corporate reputation, which is central to its business success.
3. GSL agreed to ensure the contract renegotiation, and the final contract with DIMIA (should GSL successfully tender) make reference to human rights standards and appropriate international conventions as the appropriate framework for a service delivery model in all areas of detention and deportation

4. GSL agreed to ensure that the contract renegotiation process with DIMA (should GSL successfully tender) include the experiences and learning's that GSL has had with regards to the management of detention centres and their use of isolation facilities, and concerns raised regarding compliance with human rights standards
5. GSL agreed that some of the issues discussed at the meeting needed further consideration and the input of external advice. GSL expressed the willingness to have a more ongoing dialogue on the issues discussed with those with relevant expertise and knowledge.

Training

6. GSL acknowledged the value of deepening the knowledge of understanding of human rights standards of all GSL staff, from senior management down given the nature of the industry that GSL was involved in.
7. GSL agreed to enhance the training curriculum it provides to its staff through the inclusion of appropriate human rights materials and references.
8. GSL agreed to liaise with DIMA to ensure that training delivered via the DIMA Training Initiative recognises the increasingly diverse detainee population, includes human rights standards, and utilises a human rights framework in training
9. GSL agreed to make their training curriculum, manuals and materials available to external human rights trainers for review and comment
10. GSL agreed to seek input from human rights experts to deliver human rights training as appropriate (the complainants offered to recommend appropriate trainers).
11. GSL agreed that staff with particular duties in relation to detainees may have a need for more specialised and in-depth human rights trainings.
12. GSL acknowledged that human rights training delivered to all GSL staff would assist in 'embedding' a corporate culture that values a human rights framework in service delivery and operations
13. GSL agreed to develop systems to monitor and evaluate the effectiveness of its training in meeting desired organisational and individual behavioural and attitudinal changes

Monitoring the implementation of GSL procedures

14. GSL agreed to seek external advice to determine if the operations of the GSL Compliance and Audit Unit adequately encompass a human rights framework for monitoring and auditing purposes
15. GSL indicated it was willing to make its own 'random audits' available for external scrutiny
16. GSL indicated it was changing its complaints monitoring system so that it could monitor the number and nature of complaints and responses to complaints more effectively and would be establishing targets for reduction in complaints.
17. GSL agreed to review the terms of reference and composition of its Community Advisory Committee to enhance external engagement (the complainants offered to suggest additional community representatives)

18. GSL agreed to expand their planned / forthcoming 'client survey' to include input and feedback from community visitors to the detention centres (the complainants offered to provide names of key community visitors)
19. GSL agreed that the existing 'infringement mechanisms' for identifying, reporting and responding to infringements needs to be made clearer to all GSL staff. International human rights standards were the agreed framework for the management and disciplining of staff alleged to have engaged in the ill-treatment of detainees

Adequacy of information provision and access to interpreters

20. GSL undertook to improve the 'induction handbook' for detainees, and to ensure it is available in the appropriate languages
21. GSL undertook to evaluate detainees 'understanding' of the induction handbook to ensure the content, expectations and detainees rights and responsibilities were understood
22. GSL agreed to give consideration to alternative mechanisms to deliver the induction handbook to address literacy issues. Audio presentation was one idea suggested.
23. GSL undertook to consider expansion of the current complaints system to encompass a way to register and respond to the concerns of visitors to the detention centre. GSL would consider ways to convey its commitment that there would be no negative repercussions, such as visiting limitations, placed on visitors who register complaints. A "hotline" was suggested.

Management Support Unit and Red One Compound

24. It should be noted that GSL and the complainants were unable to reach agreement about the use of isolation facilities for punitive purposes. It was acknowledged that the use of Red One Compound in particular had been and continues to be a source of particular concern in relation to the human rights of detainees. Agreement was reached on enhancing the GSL protocols governing the use and operations of these facilities
25. GSL agreed to accept advice from external stakeholders as to how the existing protocols can be improved and streamlined. For example, it was recommended that the MSU Transfer and accommodation Guidelines be amended to ensure that women and minors are never placed in the MSU. It was agreed that the definition of "good order of the institution" would be reviewed against relevant human rights standards.
26. GSL agreed to give consideration to identifying and disclosing the nature of the 'structured programs' that are available to detainees in MSU and Red One
27. GSL agreed to refer to relevant international human rights standards in drafting protocols for the management and disciplining of staff alleged to have engaged in ill-treatment of detainees.
28. GSL agreed to review the timeframes for the transfer, detention and assessment of detainees in MSU. In particular, endorsement of transfer (recommended change from 48 to 24 hours), final determination (recommended within 24 not 72 hours) and emergency mental health assessments and checks (recommended within 12 not 24 hours)

Deportation

29. It was agreed that GSL retained the right not to conduct deportations in some circumstances. GSL agreed to develop deportation guidelines and processes and to ensure they are linked to appropriate international conventions and human rights standards
30. GSL agreed to ensure that all GSL deportation escorts have received appropriate training and understand the international protocols and human rights standards
31. GSL undertook to provide a report to DIMA as a matter of course on all deportations, compliance with deportation protocols and an assessment of the arrival situation and well being of the person.

General conditions and services to detainees

32. GSL undertook to give consideration to establishing a 'visitors scheme' that is more open and could provide feedback and advice to GSL in enhance their risk management process and improve conditions for detainees (the complainants suggested the Victorian Community Visitors Scheme operated by the Office of the Public Advocate as a possible model)
33. GSL indicated a major announcement would be forthcoming with regard to the provision of food in detention centres. Both GSL and the complainants agreed this is a significant issue of detainee dissatisfaction. It was acknowledged that in part this was an issue of infrastructure operated by GSL, but provided by DIMIA.
34. GSL undertook to ensure all detainees have regular access to phones and phone cards to enable communication, support and advocacy