
From: s 22
Sent: Friday, 27 September 2019 7:57 AM
To: s 22
Cc: s 22
Subject: CIO APPROVAL TO PROCURE: Request to purchase 5 x FiveCast Licenses [SEC=UNOFFICIAL]
Attachments: CIO Approval form_Fivecast.pdf; CIO Approved s23_Fivecast.pdf; CIO Approved Procurement Plan_Fivecast.pdf; ICT Sourcing Request Form CCFIT Fivecast (ICTSR) - New Fin Year - FINAL.pdf; Attachment A - Insight Infosec Overview.pdf

s 22

We have a green light to proceed with procurement of the Fivecast software. This is no small feat and is a result of some pretty hard work, persuasion and persistence by s 22 ably supported by the CCFIT team. A fantastic outcome!

This procurement is a one off payment of \$172,800 (GST incl.) for five licenses covering a two year period. We have CIO signed PGPA s23 expenditure approval, but no identified funds (i.e. this is one of our unbudgeted surge expenditures).

Our Finance Business Partners are aware of this, and our intention to put in a pressure bid to secure the funding to cover the cost. We intend to proceed with the bid, unless you can think of an alternative funding source?

Happy to discuss

s
22

s 22
Integrity Measure Support

P: s 22 E: s 22 [@education.gov.au](mailto:s22@education.gov.au)

From: s 47E(d) <s22@education.gov.au>
Sent: Thursday, 26 September 2019 4:25 PM
To: s 47E(d) <s22@education.gov.au>; s 22 <s22@employment.gov.au>
Cc: s 47E(d) <s22@education.gov.au>; s 22 <s22@education.gov.au>; s 22 <s22@education.gov.au>; s 22 <s22@education.gov.au>
Subject: Request to purchase 5 x FiveCast Licenses [SEC=UNOFFICIAL]

Hi team,

Please find attached documentation for the Childcare Investigations team to purchase 5 x Fivecast Licences.

The following documents are attached:

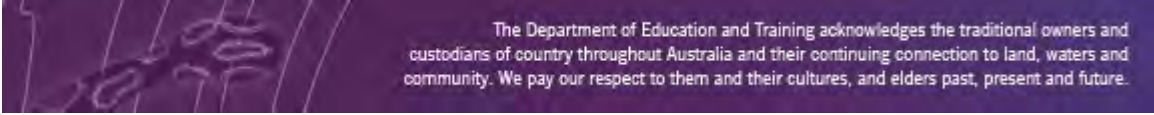
- CIO Approval Form – CIO Approved
- CIO Approved Procurement Plan + referenced attachment
- Section 23 Approval to Spend - CIO Approved
- ICTSR Form (This is an older ICTSR, this procurement has been around for some time)

Have you have any question please contact s 22

s 22

ICT Projects, Engagement and Procurement
Digital and Business Transformation Branch
Department of Education
Phone: s 22

Opportunity through learning
www.education.gov.au



The Department of Education and Training acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to land, waters and community. We pay our respect to them and their cultures, and elders past, present and future.



ICT Procurement CIO Approval Form

*** Please return to ICT Front Door***

Note

- This form consolidates stakeholder advice received as part of ICT Procurements for review and approval by the Chief Information Officer (CIO).
- For further assistance, please phone the Business Engagement Team on **s 47E(d)** or email **s 47E(d)** [@education.gov.au](mailto:education.gov.au)

ICT Front Door Tracking No: [2019-146]

Date submitted to CIO Office: 13/9/2019

Details

HPE Content Manager File No: EDU19/3565

Requester Details:

Name	s 22	
Position	s 22	
Branch	Child Care Integrity	
Group	Payment Integrity	
Cluster	Early Childhood and Childcare	

Value (GST incl.): \$172,800

Description of requirement:

This request is to seek your approval for the Child Care Fraud Investigations team to purchase 5 Fivecast licenses for a period of 2 years. Fivecast is an open-source data collection and analysis platform that delivers insights from vast quantities of unstructured, multimedia data. Data to Decisions Cooperative Research Centre was established with a \$25million Commonwealth grant to bring together researchers and industry to tackle big data challenges that face Australia's national security agencies. Data to Decisions developed Fivecast, which is a licensed product, owned and run by a software company in Adelaide. A detailed overview is in the attached procurement pack.

A meeting has been organised for you to discuss with the business area

Contract Period: 28 January 2020 – 27 January 2022

Cost Centre: Funds are available from cost centre F1428 – Child Care Compliance Branch Manager

The following Documents attached:

- Procurement Plan – Attachment A
- ICTSR Form – Attachment B
- S23 approval to spend form – Attachment C
- Privacy assessment from Legals – Attachment D

IT Security Advice	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Enterprise Architecture Advice	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Protective Security Advice	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Legal Advice	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

CIO Approval

Name: s 22

Note: s 22 discussed @ business team and confirmed the kinds of data being stored as part of the application is already handled by the department.

s 22

26/9

Signature: s 22

Date: 26/ 9/2019

I confirm I am the relevant delegate for this procurement, and therefore approve this commitment of relevant money and, enter, vary or administer the arrangement under section 23 of the Public Governance, Performance and Accountability Act 2013.

Stakeholder Advice

IT Security: Advice Received

To procure FiveCast the departments security clauses will need to be included in the contract and the product will need to undergo a certification/accreditation process prior to it being used by the department.

Enterprise Architecture: Advice Received

No issues with this going ahead

Legal: Advice Received

See attachment D

Protective Security: Advice Received

Notes (if applicable)

CIO Comments

CIO Comments:

Notes (if applicable)



ICT Procurement Plan (\$80,000 and above)

Under the Secretary Instruction 2.3 (Procurement), you **must** complete a procurement plan for all procurements valued at \$10,000 or above that describes the requirements, expected cost and method of the procurement, and documents the Delegate's approval to approach the market. A risk assessment is also included as part of this procurement plan.

You **must** complete all sections of this procurement plan. Use attachments if needed. If you require assistance, contact the ICT Projects, Engagement and Procurement Team.

Your details

Name	s 22
Team	
Branch	Child Care Integrity Branch
Phone	s 22
Email	s 22 @education.gov.au
HPE Content Manager File No	EDU19/3565

You **must** save the approved ICT Procurement Plan in the relevant HPE Content Manager file (and/or create a file for this purpose) in accordance with the department's record keeping policies.

Step 1: Define your requirements

ICT procurement title

Fivecast 5 licensing agreement with the Department of Education

The title should provide a brief description suitable for public reporting (e.g. AusTender reporting or Senate Estimates). Do not use acronyms.

Total estimated value (GST inclusive)

Up to \$172,800 is the quoted price from the supplier. The timing of this purchase is critical, as this was meant to be commenced in the 2018/19 financial year. The Enterprise Architecture Team advises that it is unlikely there will be any additional costs associated with this software.

You **must** provide the maximum total estimated value (GST inclusive), including all options, extensions or renewals that may be executed over the life of the contract. Please also provide additional information on how the value was estimated to satisfy the Delegate that the estimate is appropriate.

What is the category of goods or services you require?

Information services

Use the drop down list to select from the most common UNSPSC titles used for reporting on AusTender (if available). If no suitable category is available, you may add your own description.

Note: You will need to complete an ICT Sourcing Request form for all ICT procurements.

What are you going to buy and why?

The Department seeks to purchase 5 Fivecast licenses for a period of 2 years. More technical information can be found in Attachment A - Insight Infosec Overview. Fivecast is an open-source data collection and analysis platform that delivers insights from vast quantities of unstructured, multimedia data. Data to Decisions Cooperative Research Centre was established with a \$25million Commonwealth grant to bring together researchers and industry to tackle big data challenges that face Australia's national security agencies. Data to Decisions developed Fivecast, which is a licensed product, owned and run by a software company in Adelaide. They sell licenses for use of the product which collects and stores data on the Amazon web service. The content of the software is owned by the license holder until such time as the license is terminated, when Fivecast will delete all stored content. Fivecast is a near complete solution for government entities to explore social media in a way that does not alert users of social media of the enquiries being made. The product cannot go beyond privacy limiters set by the user. Many agencies have developed a policy for the collection of social media content as it relates to persons of interest to that department. These policies create a range of mechanisms used by investigative/compliance functions such that searches can be conducted but not linked back to the area making the searches. The Department does not currently have a policy for social media collection against persons of interest (note: this is distinct from internal Protocols for Internet use by employees) and this is insufficient. Early enquiries with other Commonwealth agencies were conducted with the view of adopting a policy already developed. In the process of those enquiries, the Department became aware that both Home Affairs and the Department of Defence use the Fivecast product. The nature of the product largely makes the development of a policy redundant because the risk and activity undertaken is being undertaken external to the Department. Once acquired, the Fivecast product is a stand-alone solution for social media content collection. The Department has been able to trial the product. During the trial period, Fivecast was successfully utilised to fill in information gaps in ongoing investigations into child care fraud. Fivecast allowed analysts to identify new persons linked to networks suspected of fraudulent activity and consequently opened new avenues for criminal investigations.

Describe the goods and/or services you are seeking to buy and why. Provide appropriate background information necessary for the Delegate to understand why the purchase is needed. For high value procurements (e.g. over \$1 million), consider attaching a detailed business case/rationale.

Will ICT services be delivered on departmental systems?

- Yes
 No

Note: Contracts where external personnel will be provided with building and IT systems access, are contracts that will be delivered on departmental systems. These are likely to be contracts for professional services or ICT contractors.

Will information be collected, processed or stored outside the department's systems or physical environment?

- Yes
 No

If yes, please identify what type of data in the table at **Attachment B**.

Will the contract be for ICT consultancy services?

- No
 Yes – consultancy services are required for:
- independent research or assessment
 - specialised or professional skills
 - skills currently unavailable within the department.

You **must** obtain approval from the relevant Deputy Secretary prior to proceeding with an ICT procurement for consultancy services.

DEFINITION: A consultancy contract involves engaging an individual, partnership or a corporation to provide professional **independent and expert advice or services**.

If you answer 'YES' to all three of the following questions, then your proposed ICT procurement is an ICT consultancy:

1. Will the services involve the development of an intellectual output that will assist the department's decision-making?
2. Will the intellectual output represent a view of the service provider (as opposed to the department's view)?
3. Is the independent intellectual output the sole or majority element of the proposed services?

For further information, visit the [Department of Finance website](#).

Will the contract be for ICT contractor services?

- Yes
 No

DEFINITION: An ICT contractor is defined as an individual or team of people engaged to deliver services where components of their engagement relate to (but are not limited to) ICT cloud services, ICT hardware and/or ICT software.

Note: Extension options must not be exercised without having first undertaken a review of the contractor's performance and/or deliverables in accordance with the contract.

Each extension option must not exceed the initial term of the contract. Consider whether the initial contract term is sufficient to meet this requirement.

Step 2: Determine the ICT procurement method

Use the flowchart at **Attachment A** to help you complete this section and determine your ICT procurement method.

Did you check whether there are any indigenous enterprises that deliver the required goods and/or services?

- No, I did not search because my ICT procurement is exempt
(LIMITED TENDER or over \$200,000 **only**)
- Yes, I searched for indigenous suppliers, including on Supply Nation's Business Direct

All employees undertaking procurements over \$10,000 **must** have completed the Indigenous Procurement Policy training available on LearnHub. If your ICT procurement is valued at \$80,000 to \$200,000 and/or the goods or services will be delivered primarily in a remote area, then you **must** identify any indigenous suppliers that may be able to offer the goods or services **and** provide identified suppliers with the opportunity to quote first before any other approach to market. Procurements via limited tender are the only allowable exception to this process.

For temporary personnel (contractors) or recruitment services, the ATO Labour Hire and Recruitment Services (Indigenous Businesses) Panel (SON 3291540) provides a list of suitable Supply Nation registered suppliers.

Document the outcomes of your search for indigenous suppliers:

Due to the specialist nature of the software, and only one supplier in the marketplace for this software, a limited tender will be used.

You **must** include the details of your search for any indigenous suppliers, including the date searched, search terms and any suppliers identified. Add attachments if needed.

What is your proposed ICT procurement method?

As the ICT procurement is at or over \$80,000, the Additional Rules for Procurements at or above the relevant procurement threshold in Division 2 of the Commonwealth Procurement Rules (CPRs) apply, unless you apply a relevant exemption.

Select one:

- LIMITED TENDER (in accordance with Paragraph 10.3 of the CPRs)
- LIMITED TENDER (exemption under Appendix A of the CPRs)
- OPEN TENDER via an existing Standing Offer Notice (also known as Panel Arrangements)
- OPEN TENDER via AusTender (which may include multi-stage procurements)

Describe how you will identify and select suppliers:

Fivecast is the only supplier who has developed a product with the requisite functionality the Department of Education seeks to utilise in its investigations (CPR 10.3 d. iii) . Fivecast is consequently the only supplier who will be approached.

The procurement is considered value for money, as only Fivecast have developed the required software.

The ICT Procurement timetable dates are based on advice from Enterprise Architecture Team, but we would like to progress this as soon as possible. This software is a critical tool in delivering the Fraud Investigation element of the MYEFO FDC Payment Integrity measures.

Your approach **must** be consistent with the ICT procurement method selected.

LIMITED TENDER in accordance with CPR 10.3: You can select this method if your ICT procurement meets one of the circumstances detailed in paragraph 10.3 of the CPRs. You **must** document the circumstances and conditions that justified the use of limited tender, including demonstrating how the ICT procurement represented value for money. Note that Division 1 and some Division 2 rules still apply.

LIMITED TENDER through an exemption under Appendix A: Identify the exemption you intend to use and identify the supplier/s you will approach and how you will assess value for money. Note that Division 1 rules still apply.

Indigenous Procurement Policy: Use Exemption 17 to procure goods and services directly from small and medium enterprises (SMEs) that are at least 50 per cent indigenous owned. Consider using the Indigenous Business Marketplace to issue and manage requests for quote with Indigenous suppliers.

OPEN TENDER via an existing Standing Offer Notice / Panel Arrangements: A panel is a shortlist of potential suppliers that responded to an initial open approach to market on AusTender. A panel is a useful tool for the procurement of goods or services regularly acquired by entities. Identify the arrangement, describe how many and which suppliers you will approach under the arrangement, and how you will assess value for money.

Indigenous Procurement Policy: For procurements under \$200,000, you must not use a panel arrangement to avoid the requirement to approach indigenous suppliers first, but you may approach indigenous suppliers to quote through an existing panel arrangement, where the identified supplier/s are listed on a panel.

OPEN TENDER via AusTender: Briefly describe the proposed approach, including timing and next steps. If you propose to undertake a multi-stage approach to market this must be identified now. The delegate **must** approve an Evaluation Plan before the Request for Tender is released. A Probity Plan is also recommended.

Step 3: Develop procurement schedule

What is the estimated ICT procurement timetable?

Approach to market issued to suppliers:	16 January 2020
Closing date for responses:	21 January 2020
Response evaluation completed:	27 January 2020
Contract start date:	28 January 2020

You **must** provide sufficient time for potential suppliers to prepare and lodge submissions in response to an approach to market. Open tenders via AusTender **must** comply with the minimum time limits outlined in Division 2 of the CPRs (paragraphs 10.20 to 10.27). For multi-stage procurements, each stage must comply with the minimum time limits (attach a detailed timetable).

Step 4: Assess risk

Risk assessment

You **must** complete the risk assessment below.

Assess the risks relating to your ICT procurement in the table below. Include additional risks as needed.

Risk	Likelihood	Consequence	Risk level*
There are insufficient funds available	Possible	Minor	Medium
The procurement is not fit for purpose	Unlikely	Minimal	Low
The scope of the procurement is not clearly defined	Rare	Minimal	Low
The preferred approach to market is not appropriate	Unlikely	Minimal	Low
There is insufficient competition in the market	Rare	Minimal	Low
There is insufficient time to undertake the procurement process	Possible	Minor	Medium

*Refer to the risk matrix below.

Risk Matrix

Likelihood	Consequence				
	Minimal	Minor	Moderate	Major	Severe
Almost certain	Medium	Medium	High	Extreme	Extreme
Likely	Medium	Medium	High	Extreme	Extreme
Possible	Low	Medium	High	High	Extreme
Unlikely	Low	Low	Medium	High	High
Rare	Low	Low	Medium	Medium	High

RiskActive Plan ID (if required)

4572

If you have assessed any risk in the table above as high or extreme, you **must** develop a risk management plan in RiskActive and have it approved by the Delegate **before** commencing the ICT procurement.

Risks are likely to change throughout the lifecycle of the ICT procurement. You should periodically review the initial risk assessment and amend as circumstances and your risk exposure change.

Step 5: Select Approach to Market templates

The approach to market **must** use prescribed templates **and** include the proposed contract terms and conditions. If the procurement is complex (including procurement involving the delivery of services to the public on behalf of the department), has been assessed as high risk or is high value (\$1 million or more) seek advice from ICT Projects, Engagement and Procurement Team.

Approach to market documentation

Panel

When approaching the market via a panel arrangement you **must** use the template specified in the Deed of Standing Offer. The Deed will usually have a Request for Quote (RFQ) or similar template.

Limited Tender/Open Tender via AusTender

The Request for Tender template is suitable for open tender procurements above \$80,000 (including GST).

If you are conducting a multi-stage procurement, the department also has a Request for Expression of Interest template.

What approach to market templates will be used? [Please select one]

- Request templates from a Deed of Standing Offer (Panel Deed)
- Department Request for Tender template
- Department Request for Expressions of Interest template

Step 6: Select contract terms and conditions

ICT procurement is a specialist procurement activity requiring the use of specialised procurement contracts. The most appropriate contractual framework for your procurement will depend on what is being bought and the complexity, risk and/or value of the purchase.

Panel Arrangements

When you are using a panel arrangement, you must use the contract template in the Panel Deed and the terms and conditions must be consistent with the Panel Deed.

Note: The Panel Deed should be reviewed by Legal if the department has not accessed it before. Additionally, if the procurement is complex, Legal should be consulted to ensure that the Panel Deed Contract Template is fit for purpose.

Limited Tender / Open Tender via AusTender

The Department and the Commonwealth use a number of standard contracts for ICT procurements.

The Digital Sourcing Contract template can be used for simple or semi-complex procurement to buy digital products and services.

The Digital Sourcing Contract templates for hardware, software and consultancy can be used for simple procurements of these services. These templates are available from the Legal intranet site.

Simple procurement takes place in situations with well-established routines, methods and procedures. It usually involves buying standard services or commercial off-the-shelf items where:

- the level of risk is minimal
- you can use standard terms and conditions with little or no alteration
- the goods and services don't need any development before you receive them
- value for money considerations are restricted to price, quality, fitness for purpose and compliance with required timeframes and delivery needs
- you generally pay for the supplies and services after you have received them
- you won't need specialist legal, technical or financial advice.

Semi-complex procurement is more complex than simple procurement and involves more preparation in areas such as setting up contracts. It could include projects that have multiple elements such as system integration, development and support and managed services.

The Department's Long Form Services Contract template is recommended for the procurement of services with an estimated value above \$1 million (GST inclusive).

If you require further guidance to select the most appropriate contract, contact ICT Projects, Engagement and Procurement Team.

What terms and conditions will apply to the contract?

The contract terms and conditions from:

- the Digital Sourcing Contract; or
- the Digital Sourcing Contract – Hardware Acquisition and Support; or
- the Digital Sourcing Contract – COTS Software and Support; or
- the Digital Sourcing Contract – Digital (including ICT) Consultancy Services; or
- a Deed of Standing Offer for an existing panel; or
- the Long Form Services Contract template; or
- a non-Commonwealth contract (i.e. vendor agreement).

Is legal advice required?

You **must** seek legal advice on your draft contract where:

- you propose to change any standard terms and conditions in any of the above Digital Sourcing Contract templates, the Deed of Standing Offer/panel arrangements or the Long Form Services Contract template;
- you are considering entering into a non-Commonwealth contract;
- the commitment has a value of \$1 million or more (GST inclusive); or
- a contingent liability is included e.g. you are using the Digital Sourcing Standard contract and you will insert information into item 23 of Schedule B

- No, legal advice is not required
- Yes, legal advice is required (complete details below or attach)

Identify what legal advice has or will be sought. If applicable, summarise the advice that has been received. Refer to attachments if necessary.

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Step 7: Confirmation of funds availability

What funding source will be used for this procurement?

- Corporate IT Account (CITA) New Policy Proposal
 Project Business as Usual

Will the funding be Capital Expenditure (CapEx) and/or Operating Expenditure (OpEx)?

Est CapEx (\$AUD Inc GST) Est OpEx (\$AUD Inc GST)



I confirm I have the funds available to commence this ICT procurement activity

Cost Centre Internal Order (if applicable)
GL Account Project Code (if applicable)

Step 8: Clearance by Branch Manager

[if the Delegate is not the Chief Information Officer]

Name
Position

I have reviewed this ICT Procurement Plan and support the approach.

Signature: Date:

Step 9: Delegate approval to proceed

Delegate Name

s 22

Position

This section is to be completed by the Delegate. If the procurement is for an ICT consultancy, the Delegate must be the Deputy Secretary.

I confirm I have the delegation to approve a commitment of relevant money and enter, vary or administer the arrangement under section 23 of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act).

I approve the procurement approach as stated in this ICT Procurement Plan.

I am satisfied that the ICT Procurement Plan promotes the proper use and management of public resources, promotes the achievement of the purposes of the department, promotes the financial sustainability of the department and is not inconsistent with the policies of the Australian Government.

I note that the approach to market documentation will be provided to me for review and approval prior to release to the market.

I note that the PGPA Act Section 23(3) approval for the commitment to spend relevant money will be sought following the evaluation of offers, but prior to entering into the arrangement.

Signature:

s 22

Date:

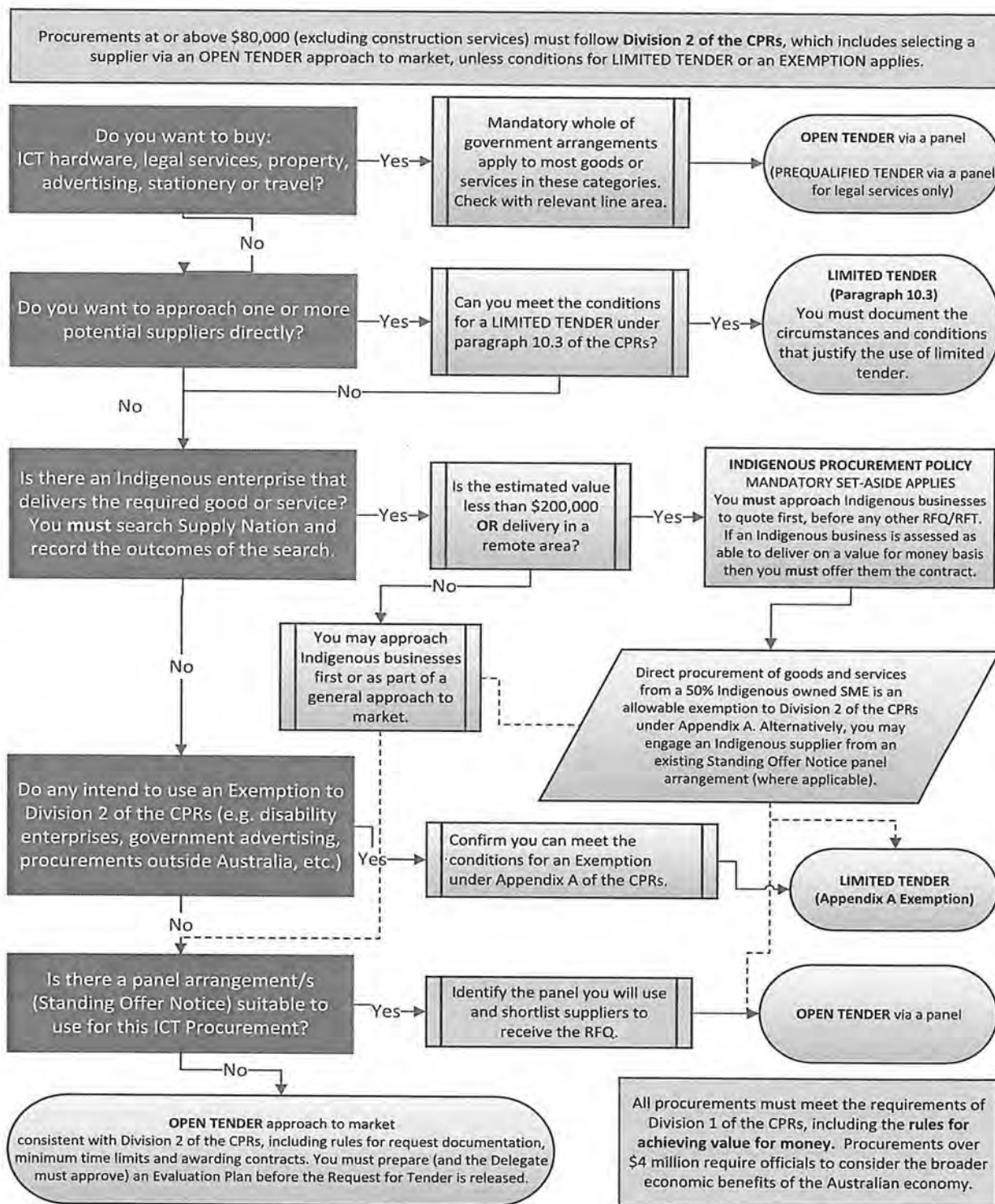
26/9/19

Delegate Comments:

FOR INFORMATION – WHAT NEXT?

Save the approved plan in the HPE Content Manager file and forward it to the ICT Projects, Engagement and Procurement Team. The team will review and provide advice about next steps.

Attachment A – Flowchart for determining the ICT Procurement method (at or above \$80,000)



Attachment B - Data Checklist

Please identify what types of data will be collected, processed or stored.

Data Type	Provided to supplier? Y / N
Australian Business Number (ABN)	N
Adjustment data	N
Aggregated data	N
Assessment results (grades)	N
Business bank account details	N
Business credit card information	N
Business data/ information	N
Business name	N
Business physical address	N
Business Tax File Number (TFN)	N
Business type (small business, not for profit etc.)	N
Children's details (name; address etc.)	N
Compliance data	N
Cultural sensitivity (ethnicity, indigeneity, etc)	N
Date Of Birth (DOB)	N
Individual's bank account details	N
Individual's credit card information	N
Individual's debt history	N
Individual's email address	N
Individual's full name	N
Individual's medical information or history	N
Individual's phone number	N
Individual's photo identification (passport, license)	N
Individual's physical address	N
Individual's professional title/occupation	N
Individual's Tax file Number	N
Gender	N
Government Unique Identifier (UID)	N
Official information (commonwealth material)	N
Opinion-based data	N
Payment reconciliation	N
Payment transaction data	N
Photos of individuals, children, families etc.	N
Relationship status	N
Other (if relevant data type is not listed here, please describe)	Information relati



Approval of commitment or expenditure of relevant money

When to use this form? *This form can be used for essentially any proposal to commit or expend relevant money. This form's primary purpose is to assist officials document the necessary accountabilities in the approval of the commitment (spending) of money and the entering, varying or administering of an agreement. Officials must exercise the power to commit or expend relevant money consistently with their duties under section 25 to 29 of the PGPA Act (General Duties of Officials)¹, the Secretary Instructions (SIs) and with the terms of the delegation or authorisation.*

Requesting officer details

Name:	s 22	Branch:	Child Care Integrity Branch	Phone Ext.:	s 22
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Details of the proposed commitment or expenditure of relevant money

Brief description of commitment or expenditure of relevant money	Fivecast 5 licensing agreement with the Department of Education and Training				
Total value of the spending proposal (GST Exclusive)	2019-20 (Current year)	2020-21 (Budget Year)	2021-22 (FE1)	2022-23 (FE2)	2023-24 (FE3)
	\$157,090.91	\$	\$	\$	\$
(GST Inclusive)	\$172,800.00	\$	\$	\$	\$
Proposed date arrangement/contract will be entered into ² : Start Date: 28 January 2020 and End Date: 27 January 2022					
Please complete the following: Cost Centre: F1428 GL Account: 441460 Internal Order (if applicable): Supplier Name: Fivecast PTY LTD Supplier ABN: 48 621 030 199					
Proposed funding source: Departmental MYEFO – Family Day Care: Further Improving Payment Integrity (Stages One and Two) <small>Departmental funds or Administered funds including programs details. For example, Program 1.4, Early Childhood Education, Early Learning Languages Australia, Appropriation Bill No.1</small>					
Is this request replacing or amending an existing arrangement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <small>Commitment or expenditure of relevant money can occur at various stages in the proposal process. Please provide details of previous approvals.</small>					
Key justifications for the commitment or expenditure of relevant money: See attached procurement plan - Fivecast 5 licensing agreement with the Department of Education <small>Include as an attachment to this form details of the proposal including, cost, parties, timeframes and if this proposal relates to a grant spending proposal include the basis on which the spending proposal is to be approved</small>					
Have the current Commonwealth Procurement Rules or Commonwealth Grants Rules and Guidelines been complied with? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					
Has the Indigenous Procurement Policy been complied with? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A (Grants only) <input type="checkbox"/>					

¹ Further information can be found on the intranet or contact financialreporting@education.gov.au

² Approval for commitment and expenditure proposal must be obtained prior to entering into contracts or funding agreements. If approval is not obtained prior to entering into the arrangement this should be reported as a breach of PGPA Act section 23 in the department's Financial Management Compliance System, TORQUE.

<p>This procurement is exempt. Due to the specialist nature of the software, and only one supplier, a limited tender was used.</p> <p>Please provide details of whether a search was undertaken on Supply Nation's Indigenous Business directory and whether or not an Indigenous Business was identified that can provide the good or service on a value for money basis. Considering an Indigenous business first is recommended for all purchases and mandatory for all procurements valued at \$80,000 to \$200,000 or in remote areas.</p>	
<p>Has Secretary Instruction 2.1 Approving commitments of relevant money and Secretary Instruction 2.2 Entering into arrangements been complied with?</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>Is this a procurement for a consultancy services?</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p><i>Has Associate/Deputy Secretary approval been sought (as required under Secretary Instruction 2.3 Procurement)?</i></p>	
<p>Is the amount of relevant money within the delegate's limit as set out in the Financial Delegations Instrument?</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>Does this proposal involve a commitment or expenditure of relevant money that might become payable for which there is insufficient Appropriation (outside of current year expenditure)?</p>	
<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p><i>For Administered items, your Finance Business Partner (FBP) maintains the Outcome's Administered commitment register to ensure that commitments beyond the current year are <u>not</u> exceeded. For Departmental items, the financial reporting team in the Finance and Business Services Branch maintains the Departmental commitment register.</i></p>	
<p>If yes, has the FBP confirmed that expenditure is within the outcome's forward year forecast and recorded the expenditure in the commitments register</p>	
<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>Have you undertaken a risk assessment?</p>	
<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Please refer to Risk Plan 4572</p> <p><i>For procurements valued at over \$80,000, complete the risk assessment at Attachment A. If any risk assessed as part of this process is deemed to be high or extreme, (or you are dealing with a contract that contains a contingent liability), a formal risk management plan in RiskActive must then be undertaken and approved before proceeding.</i></p>	
<p>Have you sought legal advice from Legal services?</p>	
<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Please see Attachments B and C of the Procurement Plan for details. Legal advice was not mandatory for this procurement.</p> <p><i>Legal advice is required where either the commitment has a value of \$1 million or more (GST inclusive), standard terms and conditions are <u>not</u> being used, or a contingent liability is included.</i></p> <p><i>Please provide details where relevant.</i></p>	
<p>Does the proposed contract involve the grant of an indemnity, guarantee or warranty (i.e. a contingent liability)?</p>	
<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, then you will need to seek Legal advice before written endorsement by your relevant section 60 Delegate. Please attach your section 60 delegate's approval, or where section 23 section delegate is also the section 60 delegate, ensure section 60 check box is checked below.</p> <p><i>If this is unknown at the time of the initial commitment or expenditure of relevant money, a further approval is required.</i></p>	

Delegate Approval

I am satisfied that this proposal promotes the proper use and management of public resources, achievement of the purpose of the department and promotes financial sustainability of the department. I approve the commitment to spend relevant money in my capacity as a delegate under section 23 of the PGPA Act. The approval is subject to the limits and conditions specified in Schedule 1 of department's current financial delegations.

<p>For the purpose of entering into, varying or administering the arrangement, I approve the spending proposal in my capacity as a delegate of:</p> <p><i>Financial Framework (Supplementary Powers) Act 1997, S32B <input type="checkbox"/></i></p> <p><i>Public Governance, Performance and Accountability Act <input checked="" type="checkbox"/></i></p> <p><small>Check appropriate box <input checked="" type="checkbox"/> above, noting FFSP Act will be relevant for grant programmes listed in Schedules 1AA and 1AB of the FFSP Regulations.</small></p>	<p>Section 60 Delegate approval - where required For the purpose of the grant of an indemnity, guarantee or warranty:</p> <p><i>Section 60, Public Governance, Performance and Accountability Act <input type="checkbox"/></i></p> <p><small>Check box <input checked="" type="checkbox"/> above <u>only</u> if applicable, noting that the approval is subject to the limits and conditions specified in the fourth column of Schedule 1 of department's current financial delegations.</small></p>
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Name	s 22	
Position		
Signature		Date 26/9/19
Conditions for entering into arrangements:		
<small>Delegates may approve a proposal to spend money subject to conditions which must be confirmed with by those who subsequently enter into an arrangement e.g. by signing a contract or agreement.</small>		



ICT Sourcing Request Form

Note:

- All questions are mandatory unless specified optional.
- Once completed please send the form to [s 47E\(d\)](#) where your request will go to the relevant teams for technical and financial endorsements.
- You will be able to track the workflow of your request via the Service Desk Portal. Once all endorsements have been received your request will be forwarded to the Procurement Services team for processing.
- For assistance phone the **Procurement Hotline** on [s 47E\(d\)](#) or email [s 47E\(d\)](#)

Procurement Details



Procurement Title	Estimated Value (\$AUD Incl GST)	HP Records File Number (optional)
Fivecast 5 licensing agreement	\$172,800.00	EDU19/3565
Delivery Location	Date Required	Procurement Type
L5 50 Marcus Clarke Street, Canberra ACT	16 January 2020	New Procurement
Procurement Urgency	SES Approver for Urgency	
Urgent	s 22	

Hardware

- Desktop
 Infrastructure

Software

- Desktop
 Server

License Only

Other

- Telecommunications
 Cloud / Subscriptions
 ICT Services

Assessments may be requested from the following teams:

- Finance Teams ✓
- IT Security Team ✓
- Technical Team ✓
- IT Stores Team
- Definitive Media Librarian ✓

Requesting Area



Agency

Education & Training

Requesting Officer

Name

[s 22](#)

Contract Manager (EL2 or above) (required if \$10,000> GST Incl)

Name

[s 22](#)

Delegate

Name

[s 22](#)

Delegate approval will be provided in SRM. The ICTSR will be attached in SRM to provide supporting details. Please ensure that the delegate has been briefed and is aware that they will be receiving a request in SRM.

The Department of Jobs and Small Business, and the Department of Education and Training PGPA delegations are:
up to \$20,000 EL1 | up to \$100,000 EL2 | up to \$500,000 Branch Manager | above \$500,000 Group Manager

Business Case



Description of key deliverables

[\(Attach SOR if available\)](#)

Character Limit 1000

The timing of this purchase is critical, as this was meant to be commenced in 2018/19 f/y

The Department of Education does not currently have a policy for social media collection against persons of interest (note: this is distinct from internal Protocols for Internet use by employees) and this is insufficient. Early enquiries with other Commonwealth agencies were conducted with the view of adopting a policy already developed. In the process of those enquiries, the department became aware that both Home Affairs and the Department of Defence use the Fivecast product. The department seeks to purchase in total 5 Fivecast licenses.

More technical information can be found in Attachment A of the Procurement Plan - Insight Infosec Overview

Business Benefits

Character Limit 1000

Fivecast is an open-source data collection and analysis platform that delivers insights from vast quantities of unstructured, multimedia data without the risks associated with normal open source searching. Fivecast was formed through a collaboration between Australia's national security agencies and various research organisations and is a purpose-built system to address the priority use cases in the national security, law enforcement and defence markets.

The department has been able to trial the product. During the trial period, Fivecast was successfully utilised to fill information gaps in ongoing investigations into child care fraud. Fivecast allowed analysts to identify new persons linked to networks suspected of fraudulent activity and consequently opened new avenues for criminal investigations. The department seeks to purchase 5 Fivecast licenses.

Market Research



Preferred Solution (optional)

(Refer to quotes if available)

Character Limit 1000

Fivecast is the only supplier who has developed a product with the requisite functionality the Department of Education seeks to utilise in its investigations (CPR 10.3 d. iii) . Fivecast is consequently the only supplier who will be approached.

Up to \$172,800 is the quoted price from the supplier.

The procurement is considered value for money, as only Fivecast have developed the required software.

Preferred Vendor (optional) Fivecast

Will this procurement be going direct to a single vendor?

Yes

No

Justification

Fivecast is the only supplier who has developed a product with the requisite functionality the Department of Education seeks to utilise in its investigations (CPR 10.3 d. iii) .

Limited Tender Category

10.3.d.iii. Supply by particular business: due to an absence of competition for technical reasons.

Indigenous Procurement Policy: (for procurements up to \$200,000)

Did you search [Supply Nation](#) for an Indigenous supplier and what was the outcome?

No, I did not search Supply Nation.

Reason for not searching Supply Nation

Due to the specialist nature of the software, and only one supplier, a limited tender will be used.

Funding



Will this procurement incur ongoing costs?

Yes No

FY 18-19

FY 19-20

FY 20-21

FY 21-22

FY 22-23

Project Code & Name (optional)

Fivecast 5 licensing agreement with the Department of Education

Cost Centre

F1428

GL Code

441460 - Software Licence Fees

Accessibility



When procuring ICT goods or services, significant weighting must be placed on the accessibility of the goods or services. All ICT goods or services should be suitable for the use of potential users. A person's ability to use technology may be impaired due to various physical, sensory, emotional or cognitive disabilities. Vendors should be able to specify the accessibility of their goods and services and, at a minimum, provide a statement to that effect in response to the procurement request.

Risk



Risk Management Plan ID *Please use the tool below to determine requirements*

4572

1. Is the procurement value greater than \$80,000 (Incl GST) OR has high risk or extreme risks?

Yes No

Please complete a new Risk Management Plan.

For advice on preparing a risk plan, phone the Risk Hotline on s 47E(d) or email s 47E(d)



FIVECAST PTY LTD SOFTWARE ORDER FORM			
Order Date	26 April 2022	Customer PO No.	4500145142
CUSTOMER ("LICENSEE") DETAILS			
Company Name	Department of Education, Skills and Employment	Contact Name	s 22 Enterprise Risk, Audit and Investigations Branch
Address	GPO Box 9880, Canberra ACT 2601	Contact Phone	s 22
		Contact Email	s 22 @dese.gov.au
LICENSE PERIOD(S)			
Commencement Date	19 APRIL 2022		
Completion Date	9 months from the Commencement Date (the "initial License Period"), subject to potential renewal as set out in the section below titled "Automatic Renewal".		
Automatic Renewal	<p>This Agreement will automatically renew on the same terms and conditions:</p> <p>(i) at the end of the initial License Period for a further period of 12 months (such further period being a "subsequent License Period"); and</p> <p>(ii) at the end of the first and each subsequent License Period (if any), for a further period of 12 months for each, unless either Party gives the other written notice of termination at least 30 days prior to the end of the initial License Period or the then-current subsequent License Period. The Parties agree that the intention of this section is to provide for the automatic renewal of this Agreement after the initial License Period, which each renewal period being implemented on a rolling 12 month basis, unless a Party has notified the other at least 30 days before the commencement of the next License Period that no renewal is to occur. Where this Agreement has been renewed for one or more subsequent License Periods, either Party may terminate this agreement for convenience and without liability to the other party (other than in respect of liability of that party which arose on or prior to the effective date of termination) upon 90 days' written notice to the other.</p>		
s 47G			
Software Product Details	Product details are specified in the current version of the Fivecast Product Specification sheets relevant to the Software Products being licensed and which are available on request from Fivecast.		
Software Fees	<ul style="list-style-type: none"> Fees are in Australian Dollars and exclude GST These Fees are valid for 19 APRIL 2022 - 18 JANUARY 2023 Fee changes at Automatic Renewal: If the License Term of this Agreement is automatically renewed for one or more subsequent License Periods (as contemplated in the section above titled "Automatic Renewal"), the Fees payable for each relevant subsequent License Period will be those set out in Fivecast's standard software product price list current as at the commencement of the applicable License Period. 		
Permitted Location	Australia		
Permitted Use Cases	The permitted use-cases are outlined in 'Fivecast customers and permitted use-cases' table attached to the Software License Terms.		
TRAINING			
Details	Not applicable		
Time & Date	-	Location	-
SUPPORT			
Support Email	support@fivecast.com		
Support levels & response	<p>Technical Support will be available during business hours, Monday through to Friday, 9:00am to 5:00pm in the following time zones:</p> <ul style="list-style-type: none"> Australian-based Licensees: Australian Central Standard Time or Australian Central Daylight Time USA-based Licensees: USA Eastern Standard Time (EST) or Eastern Daylight Time (EDT) <p>Fivecast will endeavor to respond to all support requests within one business day.</p>		
Version Maintenance & Bug Fixes	Fivecast will provide error corrections, bug fixes, patches, version maintenance and updates to the Software strictly only to the extent available in accordance with Fivecast's release schedule. The Licensee acknowledges that the Software works with third party social media sites and platforms and changes on such platforms may impact on the operability of the Software. In response to changes on third party social media sites and platforms, Fivecast will use commercially reasonable efforts to update the Software and resolve any operability errors within a reasonable period of time, however Fivecast is not liable in any way for any operability issues of the Software or any other adverse impacts arising as a result of any changes made to third party social media sites and platforms.		
EXECUTED BY THE PARTIES AS AN AGREEMENT ON THE BASIS OF THIS ORDER FORM & THE ATTACHED SOFTWARE LICENSE TERMS			
SIGNED FOR AND ON BEHALF OF FIVECAST PTY LTD		SIGNED FOR AND ON BEHALF OF THE LICENSEE	
Signature	s 47F	Signature	s 22
The above signatory warrants and confirms his/her right to sign for and on behalf of Fivecast Pty Ltd and such signature operates to bind Fivecast Pty Ltd to this Agreement.		The above signatory warrants and confirms his/her right to sign for and on behalf of the Licensee and such signature operates to bind the Licensee to this Agreement.	
Date		Date	02-May-2022
Name & Title	s 47F	Name & Title	s 22
In the presence of	s 47F	In the presence of	
Signature of witness		Signature of witness	s 22
Name of witness		Name of witness	

FIVECAST PTY LTD SOFTWARE LICENSE TERMS

BACKGROUND:

- A. Fivecast has the rights to license the Software.
- B. Fivecast will, on the terms and conditions of these Software License Terms, grant the Licensee a license to use the Software and will provide Training in consideration for the Fees and the Licensee's compliance with this Agreement.

1. DEFINITIONS

In this Agreement:

"**Agreement**" means this agreement, clauses 1 to 18 of this document, any annexures, and any amendments agreed to in writing by the Parties;

"**Claim**" means, in relation to a Party, a demand, claim, action or proceeding made or brought by or against that Party, however arising and whether present, unascertained, future or contingent;

"**Cloud Services**" means the cloud-based service through which Fivecast stores Licensee Data as is further described in, and subject to the terms of, clause 8.3;

"**Commencement Date**" means the date on which this Agreement commences as specified in a related Order Form;

"**Confidential Information**" means the confidential subject matter of Intellectual Property Rights, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets, formula, know-how, discoveries, works, improvements, innovations, ideas, concepts, graphs, drawings, designs, samples, devices, models and other materials which a Party labels or identifies as confidential to it and, in the case of Fivecast, Fivecast's Confidential Information includes the Software and Fivecast Materials (and any part or copy of them). However, the following will not constitute Confidential Information:

- information which as at the date of this Agreement is already legally in the public domain;
- information which after the date of this Agreement becomes part of the public domain otherwise than as a result of an unauthorized disclosure by the receiving Party;
- information which is or becomes available to the receiving Party from a third party lawfully in possession of such information and who has the lawful power to disclose such information to the receiving Party; or
- information which is independently developed by an employee of the receiving Party who has no knowledge of the disclosure to it in accordance with this Agreement;

"**Fees**" means the fees specified in or to be determined in accordance with the terms of the Order Form, as payable by the Licensee to Fivecast, including any fees relating to the Software and Training;

"**Fivecast Materials**" means Fivecast's pre-existing or independently developed documents, reports, databases, software, processes, tools and other materials that Fivecast generally uses in connection with the provision of the Software and Training and includes any enhancements or improvements to Fivecast's Materials generally made available by Fivecast to customers.

"**Intellectual Property Rights**" or "**IPR**" means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semi-conductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know how or other proprietary rights (whether or not any of these are registered and including any application for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world and all other intellectual property rights defined in Article 2 of the *Convention Establishing the World Intellectual Property Organisation* of July 1967;

"**Law**" means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, whether made by any central government (including any State or Territory government), Commonwealth, or any local government, and includes common law and the principles of equity as applicable from time to time, and any applicable industry codes of conduct;

"**License Period**" means (a) the period from the Commencement Date to the Completion Date specified in the Order Form; and (b) each subsequent 12-month period (if any) for which this Agreement is renewed in accordance with an "Automatic Renewal" section of the Order Form;

"**License Term**" means the period from the Commencement Date until the earlier of (a) the expiry of the final License Period; and (b) termination of this Agreement in accordance with its terms;

"**Licensee Data**" is any data created or derived by the Licensee using the Software;

"**Order Form**" means the terms of, and information contained in, an associated order form related to the License of Fivecast software to the Licensee from Fivecast or an authorized reseller of Fivecast Software;

"**Parties**" means the parties to this Agreement and their respective successors and permitted assigns, and "**Party**" means one of them;

"**Permitted Location**" means the location defined in the Order Form;

"**Permitted Use**" means use of the Software by the Licensee in compliance with the terms of this Agreement, for the Permitted Use Cases, and in a manner that complies with (a) all applicable Laws; and (b) the terms and conditions that apply in connection with the use of or access to third party social media sites and platforms or similar and in respect of which the Licensee uses the Software.

"**Permitted Use Cases**" means the permitted use cases set out in the attached 'Fivecast customers and permitted use-cases' table;

"**Software**" means the software licensed to the Licensee on the terms of and subject to this Agreement as is specified in the Order Form, excluding any Fivecast Materials; and

"**Training**" means any training to be provided by Fivecast to the Licensee as specified in an Order Form.

1.1 Interpretation

In this Agreement, except where the context otherwise requires:

- headings are for convenience only and do not affect interpretation;
- the singular includes the plural and vice versa, and a gender includes other genders;
- another grammatical form of a defined word or expression has a corresponding meaning;
- a reference to a person includes a natural person, partnership, body corporate, association, trust, unincorporated body, governmental or local authority or agency or other entity;
- a reference to a clause, paragraph or annexure is to a clause or paragraph of, or annexure to, this Agreement, and a reference to this Agreement includes any annexure;
- if an act required to be done under this Agreement on or by a given day is done after 5pm on that day, it is taken to be done on the following day;
- a reference to \$ or dollar, is to United States currency;
- a reference to an agreement or document is to the agreement or document as amended, replaced or otherwise varied, except to the extent prohibited by this Agreement or that other agreement or document;
- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- a reference to "writing" includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form; and
- a reference to "termination of this Agreement" or similar includes any expiration, cancellation, voiding of or mandated cessation of this Agreement however arising.

2. TERM

- 2.1 This Agreement commences on the Commencement Date and, unless terminated earlier in accordance with any of its terms, continues until completion of the License Term.

3. ORDER FORM

- 3.1 The Parties agree that an Order Form is incorporated as part of this Agreement and is binding upon the Parties.
- 3.2 Any provisions identified in the Order Form are incorporated into the terms of this Agreement and will take priority over the remaining terms of this Agreement to the extent of any inconsistency.
- 3.3 No ordering documents issued by Licensee will be binding on Fivecast and the terms and conditions of any documents issued by Licensee in connection with this Agreement are hereby rejected by Fivecast and will be void.

4. SOFTWARE LICENSE

- 4.1 Subject to, and conditioned on Licensee's compliance with, the terms of this Agreement, Fivecast grants to the Licensee a non-exclusive and non-transferable, non-sublicensable license during the License Term to use the Software and Fivecast Materials in the Permitted Location (meaning that all information systems, computers, laptops and other devices on which any part of the Software is installed or which access the Software must be physically located in the Permitted Location) and solely and strictly in accordance with the Permitted Use.
- 4.2 The Licensee agrees that this Agreement does not transfer to the Licensee any Intellectual Property Rights in any of the Software or Fivecast Materials.
- 4.3 The Licensee must not:
- use the Software or Fivecast Materials for any purpose other than the Permitted Use and must not attempt to avoid or circumvent any technological or other access controls that may operate in connection with any third-party social media site or platform;
 - copy or modify the Software or Fivecast Materials (except during ordinary use permitted under this Agreement, as permitted by applicable laws or to make reasonable copies in disk form bearing the same notices as the original and only for security and backup purposes);
 - remove or tamper with any copyright or other proprietary notices on the Software and Fivecast Materials, fail to reproduce any such notices on

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FIVECAST PTY LTD SOFTWARE LICENSE TERMS

- copies of the Software and Fivecast Materials that Licensee is permitted to make under this Agreement;
- (d) adapt, extend, develop, enhance or make any other improvements to the Software, Fivecast Materials or any part of them;
- (e) reverse engineer, decompile or disassemble the Software or Fivecast Materials nor use the Software or Fivecast Materials to make derivatives or functionally equivalent software;
- (f) incorporate the Software or Fivecast Materials in any product to be made available commercially;
- (g) sub-license, sell or otherwise distribute the Software or Fivecast Materials;
- (h) allow anyone other than the Licensee's authorized employees to have access to the Software or Fivecast Materials without Fivecast's prior written consent; or
- (i) distribute any results or data produced or derived from use of the Software or Fivecast Materials (i) to third parties (provided that this will not prevent the Licensee from distributing results or data with Commonwealth departments or government agencies where the Licensee is required to do so) or (ii) in a manner which identifies or could reasonably identify Fivecast, the Software or Fivecast Materials.
- 4.4 The Licensee is responsible for ensuring that only Licensee's authorized employees access the Software and must ensure that Software log-in and password details of Licensee's authorized employees are not shared (a) among Licensee's employees (whether authorized or not) and (b) with any other persons.
- 4.5 If the Licensee's use of the Software requires entry of login credentials for a social media site, platform or similar ("**Login Credentials**") into the Software, the Licensee is responsible for ensuring that Licensee employees enter Login Credentials authorized by the Licensee. Fivecast does not warrant that the Licensee's use of any social media site, platform or similar in relation to which the Licensee uses the Software will be uninterrupted or error-free and Fivecast is not responsible for any restrictions, bans or account shutdowns which cause any Login Credentials to be suspended, cancelled or otherwise inactive.
- 5. ONLINE PERSONA MANAGEMENT SERVICE**
- 5.1 The provisions of this clause 5 apply if the Order Form specifies that the Licensee will acquire, and Fivecast will provide, the "Online Persona Management Services".
- 5.2 The Licensee appoints Fivecast as its agent to create the specified number of personas for each specified social media site, platform or similar, as specified in the Order Form, including to accept all terms and conditions of use (or similar) applicable to any social media site, platform or similar.
- 5.3 The Licensee authorises Fivecast to disclose that it is the agent of the Licensee with respect to the creation of personas as contemplated in clause 5.2 where a third party makes a request, allegation, claim or demand to or against Fivecast in connection with the use of the social media site, platform or similar, or where otherwise required by law. Before Fivecast makes any such disclosure, Fivecast will give the Licensee notice of the disclosure (if permitted by law) to enable the Licensee, at the Licensee's cost, to seek a protective order or other remedy to prevent or limit the disclosure.
- 6. TRAINING**
- 6.1 Fivecast will provide the Training as described in the Order Form and in accordance with the dates specified in the Order Form.
- 6.2 Fivecast will, if using or accessing the Licensee's premises or facilities, comply with all reasonable directions and procedures specified by the Licensee relating to work health and safety and security in operation at that site.
- 7. FEES AND EXPENSES**
- The Licensee will pay the Fees to Fivecast or its authorized reseller as specified in the Order Form and within thirty (30) days of receipt of an invoice from Fivecast.
- 8. LICENSEE DATA AND CLOUD SERVICES**
- 8.1 The Licensee shall own the Licensee Data and Fivecast shall provide the Cloud Services to store the Licensee Data for the Licensee.
- 8.2 The Licensee acknowledges that the Software is a discovery tool and the Licensee Data should not be used for evidentiary purposes. All information provided by the Software should be verified by the primary source of the information.
- 8.3 In providing Cloud Services, Fivecast will use commercially reasonable efforts to ensure that Licensee Data is stored in accordance with generally acceptable levels of security processes and protections and will be readily available to the Licensee. However, the Licensee acknowledges that the Cloud Services are dependent on third party cloud service providers engaged by Fivecast for the purpose of using the service provider's cloud platform to provide storage of Licensee Data and that Fivecast is subject to contractual terms and conditions with such third party that may impact the Cloud Services. The Licensee acknowledges that the Cloud Services may be impacted through changes implemented by third party cloud service providers and agrees to comply with Fivecast's reasonable directions relating to the Cloud Services that may be made from time to time.
- 8.4 Clauses 8.2 and 8.3 survive termination of this Agreement.
- 9. CONFIDENTIAL INFORMATION**
- 9.1 Each Party will keep the terms of this Agreement and all Confidential Information of the other Party confidential and will not, without the prior written consent of the other Party, disclose or permit the same to be disclosed to any third party.
- 9.2 Each Party will use all reasonable endeavors (including, but not limited to, labels or verbal notification) to ensure that the other Party is aware of the confidential nature of Confidential Information at the time of disclosure.
- 9.3 Each Party will ensure that its officers, employees and agents comply with the obligations of confidentiality imposed upon it by this clause 9 as if personally bound by such obligations.
- 9.4 Fivecast personnel may only view the Licensee Data as required for support and maintenance of the Software.
- 9.5 This clause 9 survives termination of this Agreement.
- 10. NO PUBLICATION / PUBLICITY**
- 10.1 Neither Party may use the name of the other Party without previously having obtained the specific written consent of the relevant Party and the use of the name of a Party is subject to any conditions attaching to such consent.
- 10.2 Unless the prior express written permission of the other Party has been obtained, a Party will not make or permit to be made any statement related to:
- (a) this Agreement;
- (b) a Party; or
- (c) any information obtained by a Party under this Agreement or through use of the Software or Fivecast Materials that may in any way identify the other Party.
- 10.3 This clause 10 survives termination of this Agreement.
- 11. WARRANTY DISCLAIMER**
- 11.1 *To the extent permitted by law and without limiting any other specific terms of this Agreement, Fivecast makes no warranties, whether express, implied, statutory or otherwise, including, without limitation, warranties of merchantability, fitness for a particular purpose or non-infringement warranties in relation to the Software and services provided pursuant to this Agreement.*
- 11.2 This clause 11 survives termination of this Agreement.
- 12. LIMITATION OF LIABILITY**
- 12.1 *Subject to clause 12.2, Fivecast's liability, in the aggregate, under or in connection with this Agreement, however caused, and under any theory of liability (including whether in contract, tort (including negligence), equity, statute or otherwise) will not exceed an amount equal to the total Fees paid by the Licensee in the 12 months prior to the date on which the relevant Claim for liability was made.*
- 12.2 *To the extent permitted by Law, Fivecast will not be liable to the Licensee for:*
- (a) *any special, consequential, incidental, indirect or punitive damages; or*
- (b) *any lost profits or lost revenues, or for any loss of data or loss of use of data,*
- arising out of or in connection with this Agreement, however caused, and under any theory of liability (including whether in contract, tort (including negligence), equity, statute or otherwise), and even if Fivecast has been advised of the possibility of any of the foregoing.*
- 12.3 The Licensee acknowledges, agrees and represents to Fivecast that the Licensee accepts it is solely responsible for ensuring its use of the Software and Fivecast Materials (including the manner in which it uses them) complies with all Laws and all terms of use, terms of service or similar terms applicable to any social media site, platform or similar in relation to which the Licensee uses the Software or Fivecast Materials, and to the extent that Licensee has purchased the Online Persona Management Services, any use of the Licensee Designated Sites by Fivecast. Without limiting any other provision of this Agreement, the Licensee releases Fivecast from any and all liability the Licensee incurs as a result of any Claim made against the Licensee and which alleges its use of the Software or Fivecast Materials does not comply with any Law or any social media site, platform or other online site or service (including any Licensee Designated Site) and the terms of use, terms of service and similar term of any such site, platform or service (including any Licensee Designated Site).
- 12.4 Not used.
- 12.5 This clause 12 survives termination of this Agreement.
- 13. RESOLUTION OF DISPUTES**
- 13.1 The Parties agree to co-operate and to use all reasonable endeavors to resolve any disputes or differences between them ("**Disputes**"). Disputes which remain unresolved for thirty days or more will be referred to the Chief Executive Officer (or analogous position) of each Party or his or her nominee for resolution.
- 13.2 If the Dispute has not been resolved within thirty days of referral of the Dispute in accordance with clause 13.1 then, as a condition precedent to

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FIVECAST PTY LTD SOFTWARE LICENSE TERMS

initiating proceedings in a court to resolve the Dispute, a Party will refer the Dispute to the Australian Disputes Centre (“ADC”) for mediation in accordance with the ADC Guidelines for Commercial Mediation (or such other equivalent rules as are implemented by ADC from time to time). The mediation will be heard in English in Adelaide, South Australia by a single mediator appointed under the relevant rules. If the Dispute has not been resolved within thirty days of referral to mediation as required in accordance with this clause, either Party is free to initiate proceedings in a court.

13.3 Nothing in this clause will prevent a Party from seeking interlocutory relief in courts of appropriate jurisdiction.

13.4 This clause 13 survives termination of this Agreement.

14. TERMINATION

14.1 As contemplated in clause 2, this Agreement will terminate at the end of the License Term subject to the exercise by a Party of any other right of termination set out in this Agreement.

14.2 Notwithstanding any other right a Party has to terminate this Agreement, the Parties may mutually agree to terminate this Agreement by written agreement at any time.

14.3 Either Party may terminate this Agreement by giving to the other Party at least one month's written notice if:

- (a) the other Party breaches any term of this Agreement and the breach is not remedied within thirty days of notice requiring the rectification of such breach; or
- (b) the other Party ceases to carry on business.

14.4 If this Agreement is terminated and regardless of the basis for such termination:

- (a) all licenses granted by Fivecast to the Licensee under this Agreement terminate immediately on the date of termination and, without limiting the foregoing:
 - (i) the Licensee must on the date of termination immediately cease all use of Software and Fivecast Materials and permanently and irrevocably delete any Software and Fivecast Materials from all information systems, computers, laptops and other devices on which any Software and/or Fivecast Materials is stored; and
 - (ii) within 7 days of the date of termination, the Chief Information Officer (or analogous position) of the Licensee must provide written certification to Fivecast which confirms that all Software and Fivecast Materials (including all copies) used by the Licensee and its personnel have been permanently and irrevocably deleted;
- (b) termination will not affect the rights or obligations which have accrued up to the date of termination and any other rights and obligations which under the terms of this Agreement are expressed to survive termination;
- (c) Fivecast will cease any Licensee Data accessible to Fivecast will be permanently deleted by Fivecast within one (1) month of termination; and

- (d) any Confidential Information of a Party will immediately be returned to that Party, including all copies thereof (provided that this is subject to the specific requirements in clause 14.4(a) which applies to the Software and Fivecast Materials and clause 14.4(c) which applies to Licensee Data).

15. TAXATION

15.1 Licensee will be responsible for paying all sales and use taxes due as a result of any Software, Training or Fivecast Materials.

16. NOTICES

16.1 Any notice, demand or other communication required to be given or made in writing under this Agreement will be deemed duly given or made if sent by email to the address set out in the Order Form. An email sent under this clause is deemed to be delivered on receipt of a read receipt from the receiver or, if no read receipt is delivered, five days after the notice has been sent by email. The sender will keep a record of the notice and the date on which it was sent. [Note to Fivecast: The 'deemed receipt' aspect of this provision would require someone to be monitoring the inbox of the relevant contact

16.2 Either Party may change its nominated contact person or email address for the purposes of this Agreement by giving notice of such change to the other Party within fourteen days of the change.

17. GOVERNING LAW

This Agreement is governed by the laws of the State of South Australia and each Party submits to the exclusive jurisdiction of the courts of South Australia and any legitimate courts of appeal therefrom.

18. MISCELLANEOUS PROVISIONS

18.1 This Agreement may not be amended except as may be agreed in writing by the Parties.

18.2 This Agreement will not be assignable by the Licensee, except with the prior written consent of Fivecast. Fivecast may assign this Agreement to successor entities.

18.3 No Party will be liable for a failure to meet any of its obligations under this Agreement (other than any failure to pay any amounts which are payable under this Agreement) to the extent this arises from an event or circumstance which is beyond the reasonable control of the affected Party, provided that the affected Party gives written notice of the delay to the other Party as soon as possible after the affected Party becomes aware of the delay or expected delay.

18.4 Nothing in this Agreement creates a relationship of partnership, joint venture, employment or agency between the Licensee and the other Party.

18.5 Each word, phrase, sentence, paragraph and clause (a "provision") of this Agreement is severable and if a court determines that a provision is unenforceable, illegal or void, then the court may sever that provision without affecting the validity of the other provisions of this Agreement.

18.6 No failure by a Party to exercise, or any delay by a Party in exercising, any right, power or remedy of a Party will operate as a waiver nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy.

SUPPORT

SUPPORT	
Support Email	support@fivecast.com
Support levels & response	Technical Support will be available during business hours, Monday through to Friday, 9:00am to 5:00pm in the following time zones: <ul style="list-style-type: none"> • Australian-based Licensees: Australian Central Standard Time or Australian Central Daylight Time • USA-based Licensees: USA Eastern Standard Time (EST) or Eastern Daylight Time (EDT) Fivecast will endeavor to respond to all support requests within one business day.
Version Maintenance & Bug Fixes	Fivecast will provide error corrections, bug fixes, patches, version maintenance and updates to the Software strictly only to the extent available in accordance with Fivecast's release schedule. The Licensee acknowledges that the Software works with third party social media sites and platforms and changes on such platforms may impact on the operability of the Software. In response to changes on third party social media sites and platforms, Fivecast will use commercially reasonable efforts to update the Software and resolve any operability errors within a reasonable period of time, however Fivecast is not liable in any way for any operability issues of the Software or any other adverse impacts arising as a result of any changes made to third party social media sites and platforms.

COMMERCIAL IN CONFIDENCE

FIVECAST PTY LTD SOFTWARE LICENSE TERMS

FIVECAST CUSTOMERS AND PERMITTED USE-CASES

Customer type & description	Permitted use-cases
<p>Law Enforcement Agencies City, provincial, county, state & federal police/sheriffs</p>	<ul style="list-style-type: none"> • Intelligence gathering or investigation on persons or groups of interest connected to an intelligence or law enforcement investigation and/or who have provided consent. • Event detection and monitoring of public events and/or locations for the purpose of ensuring public safety. • Integrity investigations into staff, or staff of other agencies subject to the relevant agency's powers. • Establishing a person's or group's online presence, including linking multiple online accounts to an identity. • Identifying potential risks to public safety based on an online footprint of an individual or group. • Online audience segmentation based on their online reaction to issues concerning public safety. • Insider threat detection. • Identifying potential risks to an individual, group or public safety based on an online footprint of an individual or group, for example to mitigate fixated threats or undertake close personal protection services.
<p>National Security Agencies Federal security, intelligence or defence agencies</p>	
<p>Other Government Agencies Other government agencies with an intelligence/investigative function such as Crime Commissions, Corrections, Tax office investigation teams or fraud investigation teams</p>	
<p>Private Sector Contractors Intelligence contractors/advisors engaged to provide intelligence to law enforcement/ national security End-Users</p>	<ul style="list-style-type: none"> • Provision of services to law enforcement, national security or other government agencies where the services are consistent with the approved use-cases above.
<p>Corporate security companies or dedicated security units within large enterprises Companies or internal corporate security units in commercial enterprises providing private protective security advice to individuals or companies for legal and proper commercial purposes.</p>	<ul style="list-style-type: none"> • Event detection and monitoring of events and/or locations for the purpose of ensuring safety of an individual, group or public safety relevant to the company's staff, customers or facilities. • Identifying potential physical or reputational risks to an individual, group or public safety based on an online footprint of an individual or group. • Insider threat and personnel security vetting corporate risks associated with fraud or other malicious insider action or potential physical or reputational threats to commercial supply chains.

From: s 22
Sent: Tuesday, 5 April 2022 2:25 PM
To: s 22
Cc: s 22
Subject: FW: Budget Business Case - Additional funding for Fivecast licences [SEC=OFFICIAL]
Attachments: RE: Budget Business Case - Additional funding for Fivecast licences [SEC=OFFICIAL]

Hi Team,

Please see the below and attached.

s 22 – are you able to include this in the FDC Payment Integrity Register?

Clarity for your updating in the financial management space.

s 22

From: s 22 @dese.gov.au>
Sent: Tuesday, 5 April 2022 2:53 PM
To: s 22 @dese.gov.au>
Cc: s 47E(d) @dese.gov.au>; s 22 @dese.gov.au>;
s 22 @dese.gov.au>
Subject: FW: Budget Business Case - Additional funding for Fivecast licences [SEC=OFFICIAL]

OFFICIAL

Hi s 22

Budget business case has now been endorsed by s 22
register and saving into CM.

(attached) – for updating the

s 22

Integrity Measure Support Section | Provider Strategy and Approvals Branch
Provider Analytics and Integrity Division
Australian Government Department of Education, Skills and Employment
Phone s 22 | Mobile s 22
www.dese.gov.au



The Department of Education, Skills and Employment acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to their community. We pay our respects to them and their cultures, and Elders past, present and emerging.

From: s 22
Sent: Tuesday, 5 April 2022 2:51 PM
To: s 22 <[@dese.gov.au](mailto:s22@dese.gov.au)>
Subject: RE: Budget Business Case - Additional funding for Fivecast licences [SEC=OFFICIAL]

OFFICIAL

Many thanks s 22, and that is a good question, I understand TSD are onboard but s 22 is more across the detail.

s 22

From: s 22 <[@dese.gov.au](mailto:s22@dese.gov.au)>
Sent: Tuesday, 5 April 2022 8:54 AM
To: s 22 <[@dese.gov.au](mailto:s22@dese.gov.au)>
Subject: RE: Budget Business Case - Additional funding for Fivecast licences [SEC=OFFICIAL]

OFFICIAL

Thanks s 22

Endorsed

I had one query, which doesn't affect the logical decision to endorse funding the additional licenses. Does anyone else in the department use the software, and does TSD 'endorse' it as approved software? I ask because TSD have pushed back on software that my team have suggested for data exchange because they have other approved software for that use. This might be something you consider in the future. I wouldn't recommend turning over that rock at this point in time though.

Happy to discuss

s 22

From: s 22 <[@dese.gov.au](mailto:s22@dese.gov.au)>
Sent: Tuesday, 5 April 2022 8:26 AM
To: s 22 <[@dese.gov.au](mailto:s22@dese.gov.au)>
Subject: RE: Budget Business Case - Additional funding for Fivecast licences [SEC=OFFICIAL]

OFFICIAL

Sorry s 22, see attached.

s 22

From: s 22 <[@dese.gov.au](mailto:s22@dese.gov.au)>
Sent: Tuesday, 5 April 2022 7:53 AM
To: s 22 <[@dese.gov.au](mailto:s22@dese.gov.au)>
Subject: RE: Budget Business Case - Additional funding for Fivecast licences [SEC=OFFICIAL]

OFFICIAL

Hi s 22

Could you please forward me the business case?

Thanks

s 22

From: s 22 <@dese.gov.au>
Sent: Monday, 4 April 2022 11:02 PM
To: s 22 <@dese.gov.au>; s 22 <@dese.gov.au>
Cc: s 22 <@dese.gov.au>; s 22 <@dese.gov.au>
Subject: FW: Budget Business Case - Additional funding for Fivecast licences [SEC=OFFICIAL]

OFFICIAL

Hi s 22 and s 22

Can you please provide a response to the below, many thanks.

s 22

Integrity Measure Support Section | Provider Strategy and Approvals Branch
Provider Analytics and Integrity Division
Australian Government Department of Education, Skills and Employment
Phone s 22 | Mobile s 22
www.dese.gov.au



The Department of Education, Skills and Employment acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to community. We pay our respects to them and their cultures, and Elders past, present and emerging.

From: s 22 <@dese.gov.au>
Sent: Thursday, 31 March 2022 8:46 AM
To: s 22 <@dese.gov.au>; s 22 <@dese.gov.au>;
s 22 <@dese.gov.au>
Cc: s 22 <@dese.gov.au>; s 22 <@dese.gov.au>
Subject: RE: Budget Business Case - Additional funding for Fivecast licences [SEC=OFFICIAL]

OFFICIAL

Endorsed.

s 22

| Provider Integrity Branch
Provider Analytics and Integrity Division | Early Childhood and Child Care
Australian Government Department of Education, Skills and Employment
Phone s 22
www.dese.gov.au



The Department of Education, Skills and Employment acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to their community. We pay our respects to them and their cultures, and Elders past, present and emerging.

From: s 22 <s22@desegov.au>
Sent: Wednesday, 30 March 2022 1:20 PM
To: s 22 <s22@desegov.au>; s 22 <s22@desegov.au>;
s 22 <s22@desegov.au>
Cc: s 22 <s22@desegov.au>; s 22 <s22@desegov.au>
Subject: Budget Business Case - Additional funding for Fivecast licences [SEC=OFFICIAL]

Hello s 22 and s 22

I am seeking your decision out of session as Committee Members for FDC Payment Integrity Measure (Stage 2) for the attached budget business case.

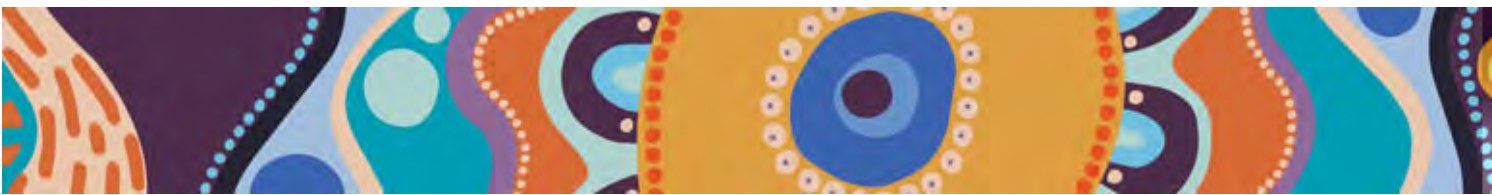
The budget business case seeks to access \$38,050 for software licences for Fivecast to support intelligence analytics

If you have any questions please let me know, otherwise if you could please respond with your endorsement.

Many thanks,

s 22

Integrity Measure Support Section | Provider Strategy and Approvals Branch
Provider Analytics and Integrity Division
Australian Government Department of Education, Skills and Employment
Phone s 22 | Mobile s 22
www.desegov.au



The Department of Education, Skills and Employment acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to their community. We pay our respects to them and their cultures, and Elders past, present and emerging.

From: s 22
Sent: Tuesday, 5 April 2022 9:58 AM
To: s 22
Cc: s 22
Subject: RE: Budget Business Case - Additional funding for Fivecast licences [SEC=OFFICIAL]
Importance: High

OFFICIAL

Apologies. Also supported.

Thanks.

From: s 22 @dese.gov.au>
Sent: Monday, 4 April 2022 11:02 PM
To: s 22 @dese.gov.au>; s 22 @dese.gov.au>
Cc: s 22 @dese.gov.au>; s 22 @dese.gov.au>
Subject: FW: Budget Business Case - Additional funding for Fivecast licences [SEC=OFFICIAL]

OFFICIAL

Hi s 22 and s 22

Can you please provide a response to the below, many thanks.

s 22

Integrity Measure Support Section | Provider Strategy and Approvals Branch
Provider Analytics and Integrity Division
Australian Government Department of Education, Skills and Employment
Phone s 22 | Mobile s 22
www.dese.gov.au



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From: s 22 @dese.gov.au>
Sent: Thursday, 31 March 2022 8:46 AM
To: s 22 @dese.gov.au>; s 22 @dese.gov.au>;
s 22 @dese.gov.au>
Cc: s 22 @dese.gov.au>; s 22 @dese.gov.au>
Subject: RE: Budget Business Case - Additional funding for Fivecast licences [SEC=OFFICIAL]

OFFICIAL

Endorsed.

s 22

Provider Integrity Branch
Provider Analytics and Integrity Division | Early Childhood and Child Care
Australian Government Department of Education, Skills and Employment
Phone s 22 /s 22
www.dese.gov.au



The Department of Education, Skills and Employment acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection community. We pay our respects to them and their cultures, and Elders past, present and emerging.

From: s 22 <s22@dese.gov.au>
Sent: Wednesday, 30 March 2022 1:20 PM
To: s 22 <s22@dese.gov.au>; s 22 <s22@dese.gov.au>;
s 22 <s22@dese.gov.au>
Cc: s 22 <s22@dese.gov.au>; s 22 <s22@dese.gov.au>
Subject: Budget Business Case - Additional funding for Fivecast licences [SEC=OFFICIAL]

Hello s 22 and s 22

I am seeking your decision out of session as Committee Members for FDC Payment Integrity Measure (Stage 2) for the attached budget business case.

The budget business case seeks to access \$38,050 for software licences for Fivecast to support intelligence analytics

If you have any questions please let me know, otherwise if you could please respond with your endorsement.

Many thanks,

s 22

Integrity Measure Support Section | Provider Strategy and Approvals Branch
Provider Analytics and Integrity Division
Australian Government Department of Education, Skills and Employment
Phone s 22 | Mobile s 22
www.dese.gov.au



The Department of Education, Skills and Employment acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection community. We pay our respects to them and their cultures, and Elders past, present and emerging.

From: s 47E(d)
Sent: Thursday, 30 January 2020 2:12 PM
To: s 47F
Cc: s 47E(d); s 47E(d); s 47E(d); s 47E(d); s 22; s 47E(d)
Subject: Executed Contract and Purchase Order No. 4500131803- Fivecast Insight 5 - Department of Education [SEC=OFFICIAL]
Attachments: PO_4500131803.pdf; Executed_Fivecast Contract_300120.pdf

OFFICIAL

Hi s 47F

On behalf of the Department of Education, please find attached the executed SourceIT contract and Purchase Order No: 4500131803 for Fivecast Insight 5.

We would appreciate it if you could undertake the following actions:

1. Deliver the goods (i.e. software and license certificate) to the address below:
 ATTN: Definitive Media Library (DML) Team
 s 47E(d) [@employment.gov.au](mailto:s 47E(d)@employment.gov.au)
 please cc: s 47E(d) [@employment.gov.au](mailto:s 47E(d)@employment.gov.au)
2. Forward all invoices to invoiceonly@sdo.gov.au (please quote Purchase Order No. 4500131803 and cc s 47E(d) [@employment.gov.au](mailto:s 47E(d)@employment.gov.au)).

Please let me know if I can be of further assistance.

Regards,

s 22

– ICT Procurement Services

IT Workplace Environment and Customer Support Branch | Technology and Services Division
 Australian Government Department of Employment, Skills, Small and Family Business
 Phone s 22

www.employment.gov.au

I acknowledge the traditional owners of country throughout Australia, and their continuing connection to land, sea and community. I pay my respect to them and their cultures, and to the elders both past and present. I am committed to the achievement of actions as articulated within my department's Reconciliation Action Plan.

[Newsroom](#) | [jobactive Facebook](#) | [jobactive LinkedIn](#)



Australian Government

SourceIT

Licence and Support Contract –
Commercial off-the-shelf Software

Release version 2.6

*Commonwealth of Australia as represented by the
Department of Education (Customer)*

Fivecast Pty Ltd (Contractor)

38. Miscellaneous	44
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Schedule 8 – Open Source Licence	59
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Schedule 1- Attachment 1 – Permitted Use Cases

Fivecast customers and permitted use-cases

Customer type & description	Permitted use-cases
Law Enforcement Agencies City, provincial, county, state & federal police/sheriffs	<ul style="list-style-type: none"> Intelligence gathering or investigation on persons or groups of interest connected to an intelligence or law enforcement investigation and/or who have provided consent.
National Security Agencies Federal security, intelligence or defence agencies	<ul style="list-style-type: none"> Event detection and monitoring of public events and/or locations for the purpose of ensuring public safety. Integrity investigations into staff, or staff of other agencies subject to the relevant agency's powers.
Other Government Agencies Other government agencies with an intelligence/investigative function such as Crime Commissions, Corrections, Tax office investigation teams or fraud investigation teams	<ul style="list-style-type: none"> Establishing a person's or group's online presence, including linking multiple online accounts to an identity. Identifying potential risks to public safety based on an online footprint of an individual or group. Online audience segmentation based on their online reaction to issues concerning public safety. Insider threat detection. Identifying potential risks to an individual, group or public safety based on an online footprint of an individual or group, for example to mitigate fixated threats or undertake close personal protection services.
Private Sector Contractors Intelligence contractors/advisors engaged to provide intelligence to law enforcement/ national security End-Users	<ul style="list-style-type: none"> Provision of services to law enforcement, national security or other government agencies where the services are consistent with the approved use-cases above.
Corporate security companies Companies providing private security to individuals or companies.	<ul style="list-style-type: none"> Event detection and monitoring of events and/or locations for the purpose of ensuring safety of an individual, group or public safety relevant to the company's staff, customers or facilities. Identifying potential physical or reputational risks to an individual, group or public safety based on an online footprint of an individual or group.

Schedule 2 – Statement of Work

1. Purpose (clause 9.2(e))

The Software, Fivecast Insight 5, is an open-source data collection and analysis platform that delivers insights from vast quantities of unstructured, multimedia data without the risks associated with normal open source searching. The Software was developed through a collaboration between Australia's national security agencies and various research organisations and is a purpose-built system to address the priority use cases in the national security, law enforcement and defence markets.

The Customer has been able to trial the Software. During the trial period, the Software was successfully utilised to fill information gaps in ongoing investigations into child care fraud. The Software allowed analysts to identify new persons linked to networks suspected of fraudulent activity and consequently opened new avenues for criminal investigations. The Customer has decided to procure 5 licenses for 2 years.

2. Software (clauses 1.1 and 6)

	Software	Code	Qty
1.	Fivecast Insight 5	Not applicable	5 licenses

s 47G

4. Delivery and Installation (clause 8)

	Item	Details (attach additional pages if required)	Milestone
1.	Delivery date	24 December 2019	
2.	Delivery place	s 47E(d) <u>@education.gov.au</u>	
3.	Installation of Software <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A – Software is to be hosted by the Contractor on an IRAP certified secure cloud platform (Amazon Web Service) in Sydney, Australia.	

	Item	Details (attach additional pages if required)	Milestone
4.	Implementation of Software <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A	

s 47G

6. Support Services (clauses 1.1 and 10)

Support Services must be provided as specified below.

Support email	support@fivecast.com
Support levels and responses	Technical Support will be available during South Australian Business Hours, Monday through to Friday, 9:00am to 5:00pm (ACST or ACDT as applicable). The Contractor will endeavour to respond to all support requested within one Business Day.
Version Maintenance and Bug Fixes	<p>The Contractor will provide error correction, bug fixes, patches, version maintenance and updates to the Software strictly only to the extent available in accordance with The Contractor's release schedule.</p> <p>The Customer acknowledges that the Software works with third party social media sites and platforms and changes on such platforms may impact on the operability of the Software. In response to changes on third party social media sites and platforms, the Contractor will use commercially reasonable efforts to update the Software and resolve any operability issues within a reasonable period of time, however the Contractor is not liable in any way for any operability issues of the Software or any other adverse impacts arising as a result of any changes made to third party social media sites and platforms.</p>

7. Training (clause 10)

Training is available at an additional s 47G) per session plus additional travel expenses in accordance with item 11 of Schedule 3. Specifics of each Training session will be agreed by the parties in writing after the Customer requests each Training session.

s 47G

9. Documentation (clause 12)

10. No additional requirements Progress meetings (clause 15.1)

Not applicable

11. Not used (clause 15.2)

Not applicable

12. Not used (clauses 16)

Not applicable

13. Knowledge Transfer (clause 35)

Not applicable

Pages 105 - 114 redacted under sections 47 and 47G



ICT Procurement Plan (\$80,000 and above)

Under the [Secretary Instruction 2.3](#) (Procurement), you **must** complete a procurement plan for all procurements valued at \$10,000 or above that describes the requirements, expected cost and method of the procurement, and documents the Delegate's approval to approach the market. A risk assessment is also included as part of this procurement plan.

You **must** complete all sections of this procurement plan. Use attachments if needed. If you require assistance, contact the [ICT Projects, Engagement and Procurement Team](#).

Your details

Name s 22

Team Child Care Fraud Investigation Team

Branch Child Care Integrity Branch

Phone s 22

Email s 22

HPE Content Manager File No EDU19/3565

You **must** save the approved ICT Procurement Plan in the relevant HPE Content Manager file (and/or create a file for this purpose) in accordance with the department's record keeping policies.

Step 1: Define your requirements

ICT procurement title

Fivecast 5 licensing agreement with the Department of Education

The title should provide a brief description suitable for public reporting (e.g. AusTender reporting or Senate Estimates). Do not use acronyms.

Total estimated value (GST inclusive)

Up to \$172,800 is the quoted price from the supplier. The timing of this purchase is critical, as this was meant to be commenced in the 2018/19 financial year. The Enterprise Architecture Team advises that it is unlikely there will be any additional costs associated with this software.

You **must** provide the maximum total estimated value (GST inclusive), including all options, extensions or renewals that may be executed over the life of the contract. Please also provide additional information on how the value was estimated to satisfy the Delegate that the estimate is appropriate.

What is the category of goods or services you require?

Information services

Use the drop down list to select from the most common UNSPSC titles used for reporting on AusTender (if available). If no suitable category is available, you may add your own description.

Note: You will need to complete an [ICT Sourcing Request](#) form for all ICT procurements.

What are you going to buy and why?

The Department seeks to purchase 5 Fivecast licenses for a period of 2 years. More technical information can be found in Attachment A - Insight Infosec Overview. Fivecast is an open-source data collection and analysis platform that delivers insights from vast quantities of unstructured, multimedia data. Data to Decisions Cooperative Research Centre was established with a \$25million Commonwealth grant to bring together researchers and industry to tackle big data challenges that face Australia's national security agencies. Data to Decisions developed Fivecast, which is a licensed product, owned and run by a software company in Adelaide. They sell licenses for use of the product which collects and stores data on the Amazon web service. The content of the software is owned by the license holder until such time as the license is terminated, when Fivecast will delete all stored content. Fivecast is a near complete solution for government entities to explore social media in a way that does not alert users of social media of the enquiries being made. The product cannot go beyond privacy limiters set by the user. Many agencies have developed a policy for the collection of social media content as it relates to persons of interest to that department. These policies create a range of mechanisms used by investigative/compliance functions such that searches can be conducted but not linked back to the area making the searches. The Department does not currently have a policy for social media collection against persons of interest (note: this is distinct from internal Protocols for Internet use by employees) and this is insufficient. Early enquiries with other Commonwealth agencies were conducted with the view of adopting a policy already developed. In the process of those enquiries, the Department became aware that both Home Affairs and the Department of Defence use the Fivecast product. The nature of the product largely makes the development of a policy redundant because the risk and activity undertaken is being undertaken external to the Department. Once acquired, the Fivecast product is a stand-alone solution for social media content collection. The Department has been able to trial the product. During the trial period, Fivecast was successfully utilised to fill in information gaps in ongoing investigations into child care fraud. Fivecast allowed analysts to identify new persons linked to networks suspected of fraudulent activity and consequently opened new avenues for criminal investigations.

Describe the goods and/or services you are seeking to buy and why. Provide appropriate background information necessary for the Delegate to understand why the purchase is needed. For high value procurements (e.g. over \$1 million), consider attaching a detailed business case/rationale.

Will ICT services be delivered on departmental systems?

- Yes
 No

Note: Contracts where external personnel will be provided with building and IT systems access, are contracts that will be delivered on departmental systems. These are likely to be contracts for professional services or ICT contractors.

Will information be collected, processed or stored outside the department's systems or physical environment?

- Yes
 No

If yes, please identify what type of data in the table at **Attachment B**.

Will the contract be for ICT consultancy services?

- No
 Yes – consultancy services are required for:
- independent research or assessment
 - specialised or professional skills
 - skills currently unavailable within the department.

You **must** obtain approval from the relevant Deputy Secretary prior to proceeding with an ICT procurement for consultancy services.

DEFINITION: A consultancy contract involves engaging an individual, partnership or a corporation to provide professional **independent and expert advice or services**.

If you answer 'YES' to all three of the following questions, then your proposed ICT procurement is an ICT consultancy:

1. Will the services involve the development of an intellectual output that will assist the department's decision-making?
2. Will the intellectual output represent a view of the service provider (as opposed to the department's view)?
3. Is the independent intellectual output the sole or majority element of the proposed services?

For further information, visit the [Department of Finance](#) website.

Will the contract be for ICT contractor services?

- Yes
 No

DEFINITION: An ICT contractor is defined as an individual or team of people engaged to deliver services where components of their engagement relate to (but are not limited to) ICT cloud services, ICT hardware and/or ICT software.

Note: Extension options must not be exercised without having first undertaken a review of the contractor's performance and/or deliverables in accordance with the contract.

Each extension option must not exceed the initial term of the contract. Consider whether the initial contract term is sufficient to meet this requirement.

Step 2: Determine the ICT procurement method

Use the flowchart at **Attachment A** to help you complete this section and determine your ICT procurement method.

Did you check whether there are any indigenous enterprises that deliver the required goods and/or services?

- No, I did not search because my ICT procurement is exempt
(LIMITED TENDER or over \$200,000 **only**)
- Yes, I searched for indigenous suppliers, including on [Supply Nation's Business Direct](#)

All employees undertaking procurements over \$10,000 **must** have completed the Indigenous Procurement Policy training available on LearnHub. If your ICT procurement is valued at \$80,000 to \$200,000 and/or the goods or services will be delivered primarily in a remote area, then you **must** identify any indigenous suppliers that may be able to offer the goods or services **and** provide identified suppliers with the opportunity to quote first **before** any other approach to market. Procurements via limited tender are the only allowable exception to this process.

For temporary personnel (contractors) or recruitment services, the [ATO Labour Hire and Recruitment Services \(Indigenous Businesses\) Panel](#) (SON 3291540) provides a list of suitable Supply Nation registered suppliers.

Document the outcomes of your search for indigenous suppliers:

Due to the specialist nature of the software, and only one supplier in the marketplace for this software, a limited tender will be used.

You **must** include the details of your search for any indigenous suppliers, including the date searched, search terms and any suppliers identified. Add attachments if needed.

What is your proposed ICT procurement method?

As the ICT procurement is at or over \$80,000, the Additional Rules for Procurements at or above the relevant procurement threshold in Division 2 of the [Commonwealth Procurement Rules](#) (CPRs) apply, unless you apply a relevant exemption.

Select **one**:

- LIMITED TENDER (in accordance with Paragraph 10.3 of the CPRs)
- LIMITED TENDER (exemption under Appendix A of the CPRs)
- OPEN TENDER via an existing Standing Offer Notice (also known as Panel Arrangements)
- OPEN TENDER via AusTender (which may include multi-stage procurements)

Describe how you will identify and select suppliers:

Fivecast is the only supplier who has developed a product with the requisite functionality the Department of Education seeks to utilise in its investigations (CPR 10.3 d. iii). Fivecast is consequently the only supplier who will be approached.

The procurement is considered value for money, as only Fivecast have developed the required software.

The ICT Procurement timetable dates are based on advice from Enterprise Architecture Team, but we would like to progress this as soon as possible. This software is a critical tool in delivering the Fraud Investigation element of the MYEFO FDC Payment Integrity measures.

Your approach **must** be consistent with the ICT procurement method selected.

LIMITED TENDER in accordance with CPR 10.3: You can select this method if your ICT procurement meets one of the circumstances detailed in paragraph 10.3 of the CPRs. You **must** document the circumstances and conditions that justified the use of limited tender, including demonstrating how the ICT procurement represented value for money. Note that Division 1 and some Division 2 rules still apply.

LIMITED TENDER through an exemption under Appendix A: Identify the exemption you intend to use and identify the supplier/s you will approach and how you will assess value for money. Note that Division 1 rules still apply.

Indigenous Procurement Policy: Use Exemption 17 to procure goods and services directly from small and medium enterprises (SMEs) that are at least 50 per cent indigenous owned. Consider using the [Indigenous Business Marketplace](#) to issue and manage requests for quote with Indigenous suppliers.

OPEN TENDER via an existing Standing Offer Notice / Panel Arrangements: A panel is a shortlist of potential suppliers that responded to an initial open approach to market on AusTender. A panel is a useful tool for the procurement of goods or services regularly acquired by entities. Identify the arrangement, describe how many and which suppliers you will approach under the arrangement, and how you will assess value for money.

Indigenous Procurement Policy: For procurements under \$200,000, you must not use a panel arrangement to avoid the requirement to approach indigenous suppliers first, but you may approach indigenous suppliers to quote through an existing panel arrangement, where the identified supplier/s are listed on a panel.

OPEN TENDER via AusTender: Briefly describe the proposed approach, including timing and next steps. If you propose to undertake a multi-stage approach to market this must be identified now. The delegate **must** approve an [Evaluation Plan](#) before the Request for Tender is released. A [Probity Plan](#) is also recommended.

Step 3: Develop procurement schedule

What is the estimated ICT procurement timetable?

Approach to market issued to suppliers: 16 January 2020
 Closing date for responses: 21 January 2020
 Response evaluation completed: 27 January 2020
 Contract start date: 28 January 2020

You **must** provide sufficient time for potential suppliers to prepare and lodge submissions in response to an approach to market. Open tenders via AusTender **must** comply with the minimum time limits outlined in Division 2 of the CPRs (paragraphs 10.20 to 10.27). For multi-stage procurements, each stage must comply with the minimum time limits (attach a detailed timetable).

Step 4: Assess risk

Risk assessment

You **must** complete the risk assessment below.

Assess the risks relating to your ICT procurement in the table below. Include additional risks as needed.

Risk	Likelihood	Consequence	Risk level*
There are insufficient funds available	Possible	Minor	Medium
The procurement is not fit for purpose	Unlikely	Minimal	Low
The scope of the procurement is not clearly defined	Rare	Minimal	Low
The preferred approach to market is not appropriate	Unlikely	Minimal	Low
There is insufficient competition in the market	Rare	Minimal	Low
There is insufficient time to undertake the procurement process	Possible	Minor	Medium

*Refer to the risk matrix below.

Risk Matrix

Likelihood	Consequence				
	Minimal	Minor	Moderate	Major	Severe
Almost certain	Medium	Medium	High	Extreme	Extreme
Likely	Medium	Medium	High	Extreme	Extreme
Possible	Low	Medium	High	High	Extreme
Unlikely	Low	Low	Medium	High	High
Rare	Low	Low	Medium	Medium	High

RiskActive Plan ID (if required) 4572

If you have assessed any risk in the table above as high or extreme, you **must** develop a risk management plan in RiskActive and have it approved by the Delegate **before** commencing the ICT procurement.

Risks are likely to change throughout the lifecycle of the ICT procurement. You should periodically review the initial risk assessment and amend as circumstances and your risk exposure change.

Step 5: Select Approach to Market templates

The approach to market **must** use prescribed templates **and** include the proposed contract terms and conditions. If the procurement is complex (including procurement involving the delivery of services to the public on behalf of the department), has been assessed as high risk or is high value (\$1 million or more) seek advice from [ICT Projects, Engagement and Procurement Team](#).

Approach to market documentation

Panel

When approaching the market via a panel arrangement you **must** use the template specified in the Deed of Standing Offer. The Deed will usually have a Request for Quote (RFQ) or similar template.

Limited Tender/Open Tender via AusTender

The [Request for Tender template](#) is suitable for open tender procurements above \$80,000 (including GST).

If you are conducting a multi-stage procurement, the department also has a [Request for Expression of Interest template](#).

What approach to market templates will be used? **[Please select one]**

- Request templates from a Deed of Standing Offer (Panel Deed)
- Department Request for Tender template
- Department Request for Expressions of Interest template

Step 6: Select contract terms and conditions

ICT procurement is a specialist procurement activity requiring the use of specialised procurement contracts. The most appropriate contractual framework for your procurement will depend on what is being bought and the complexity, risk and/or value of the purchase.

Panel Arrangements

When you are using a panel arrangement, you must use the contract template in the Panel Deed and the terms and conditions must be consistent with the Panel Deed.

Note: The Panel Deed should be reviewed by Legal if the department has not accessed it before. Additionally, if the procurement is complex, Legal should be consulted to ensure that the Panel Deed Contract Template is fit for purpose.

Limited Tender / Open Tender via AusTender

The Department and the Commonwealth use a number of standard contracts for ICT procurements.

The Digital Sourcing Contract template can be used for simple or semi-complex procurement to buy digital products and services.

The Digital Sourcing Contract templates for hardware, software and consultancy can be used for simple procurements of these services. These templates are available from the [Legal intranet site](#).

Simple procurement takes place in situations with well-established routines, methods and procedures.

It usually involves buying standard services or commercial off-the-shelf items where:

- the level of risk is minimal
- you can use standard terms and conditions with little or no alteration
- the goods and services don't need any development before you receive them
- value for money considerations are restricted to price, quality, fitness for purpose and compliance with required timeframes and delivery needs
- you generally pay for the supplies and services after you have received them
- you won't need specialist legal, technical or financial advice.

Semi-complex procurement is more complex than simple procurement and involves more preparation in areas such as setting up contracts. It could include projects that have multiple elements such as system integration, development and support and managed services.

The Department's [Long Form Services Contract template](#) is recommended for the procurement of services with an estimated value above \$1 million (GST inclusive).

If you require further guidance to select the most appropriate contract, contact [ICT Projects, Engagement and Procurement Team](#).

What terms and conditions will apply to the contract?

The contract terms and conditions from:

- the Digital Sourcing Contract; or
- the Digital Sourcing Contract – Hardware Acquisition and Support; or
- the Digital Sourcing Contract – COTS Software and Support; or
- the Digital Sourcing Contract – Digital (including ICT) Consultancy Services; or
- a Deed of Standing Offer for an existing panel; or
- the Long Form Services Contract template; or
- a non-Commonwealth contract (i.e. vendor agreement).

Is legal advice required?

You **must** seek legal advice on your draft contract where:

- you propose to change any standard terms and conditions in any of the above Digital Sourcing Contract templates, the Deed of Standing Offer/panel arrangements or the Long Form Services Contract template;
- you are considering entering into a non-Commonwealth contract;
- the commitment has a value of \$1 million or more (GST inclusive); or
- a contingent liability is included e.g. you are using the Digital Sourcing Standard contract and you will insert information into item 23 of Schedule B

- No, legal advice is not required
- Yes, legal advice is required (complete details below or attach)

Identify what legal advice has or will be sought. If applicable, summarise the advice that has been received. Refer to attachments if necessary.

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Step 7: Confirmation of funds availability

What funding source will be used for this procurement?

- Corporate IT Account (CITA) New Policy Proposal
 Project Business as Usual

Will the funding be Capital Expture (CapEx) and/or Operating Expenditure (OpEx)?

Est CapEx (\$AUD Inc GST)

Est OpEx (\$AUD Inc GST) \$172,800



I confirm I have the funds available to commence this ICT procurement activity

Cost Centre F1428 Internal Order (if applicable)

GL Account 441460 Project Code (if applicable)

Step 8: Clearance by Branch Manager

[if the Delegate is not the Chief Information Officer]

Name

Position

I have reviewed this ICT Procurement Plan and support the approach.

Signature:

Date:

Step 9: Delegate approval to proceed

s 22

Delegate Name

Position

This section is to be completed by the Delegate. If the procurement is for an ICT consultancy, the Delegate must be the Deputy Secretary.

I confirm I have the delegation to approve a commitment of relevant money and enter, vary or administer the arrangement under section 23 of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act).

I approve the procurement approach as stated in this ICT Procurement Plan.

I am satisfied that the ICT Procurement Plan promotes the proper use and management of public resources, promotes the achievement of the purposes of the department, promotes the financial sustainability of the department and is not inconsistent with the policies of the Australian Government.

I note that the approach to market documentation will be provided to me for review and approval prior to release to the market.

I note that the PGPA Act Section 23(3) approval for the commitment to spend relevant money will be sought following the evaluation of offers, but prior to entering into the arrangement.

Signature:

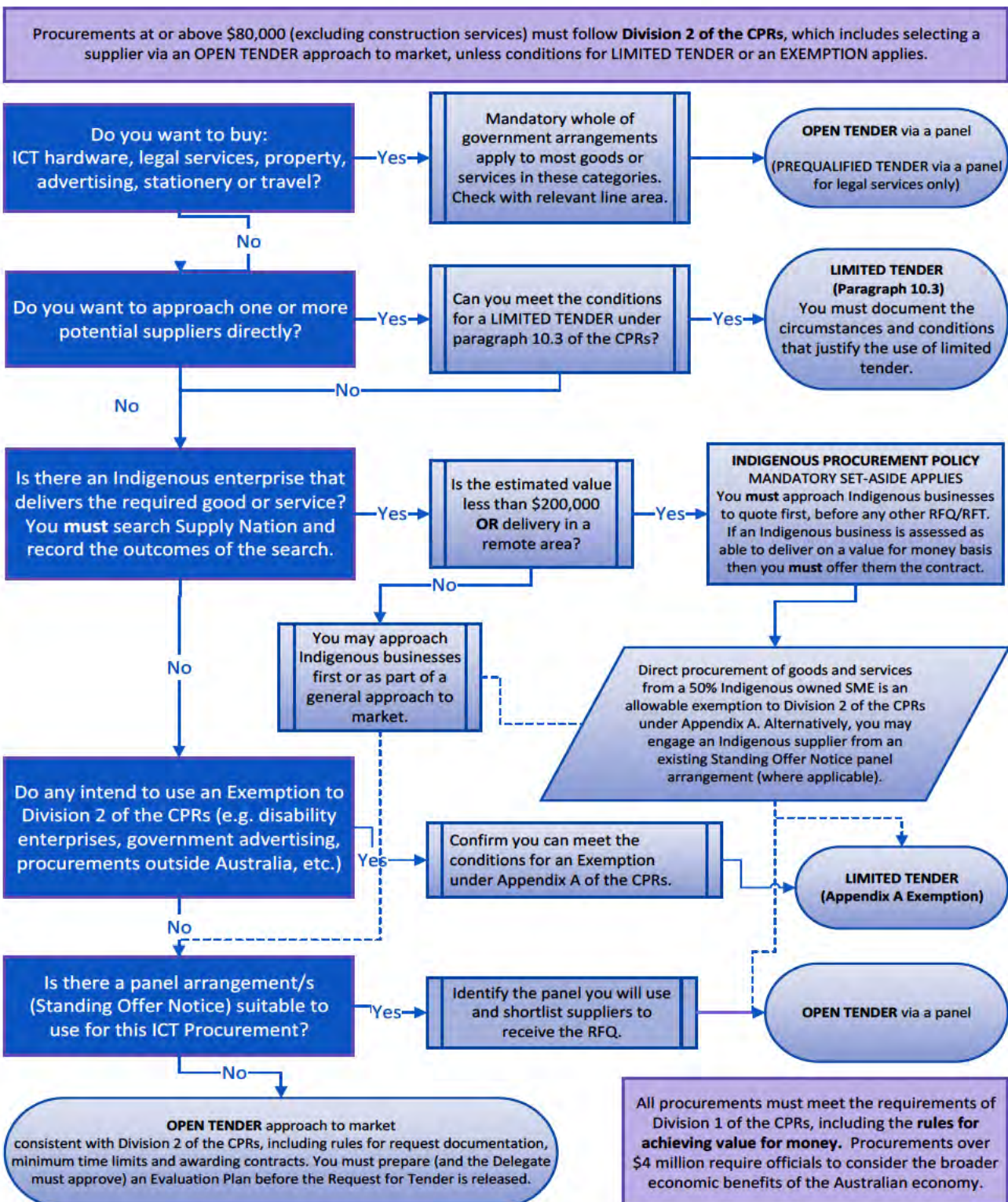
Date:

Delegate Comments:

FOR INFORMATION – WHAT NEXT?

Save the approved plan in the HPE Content Manager file and forward it to the [ICT Projects, Engagement and Procurement Team](#). The team will review and provide advice about next steps.

Attachment A – Flowchart for determining the ICT Procurement method (at or above \$80,000)



Attachment B - Data Checklist

Please identify what types of data will be collected, processed or stored.

Data Type	Provided to supplier? Y / N
Australian Business Number (ABN)	N
Adjustment data	N
Aggregated data	N
Assessment results (grades)	N
Business bank account details	N
Business credit card information	N
Business data/ information	N
Business name	N
Business physical address	N
Business Tax File Number (TFN)	N
Business type (small business, not for profit etc.)	N
Children's details (name, address etc.)	N
Compliance data	N
Cultural sensitivity (ethnicity, indigeneity, etc)	N
Date Of Birth (DOB)	N
Individual's bank account details	N
Individual's credit card information	N
Individual's debt history	N
Individual's email address	N
Individual's full name	N
Individual's medical information or history	N
Individual's phone number	N
Individual's photo identification (passport, license)	N
Individual's physical address	N
Individual's professional title/occupation	N
Individual's Tax file Number	N
Gender	N
Government Unique Identifier (UID)	N
Official information (commonwealth material)	N
Opinion-based data	N
Payment reconciliation	N
Payment transaction data	N
Photos of individuals, children, families etc.	N
Relationship status	N
Other (if relevant data type is not listed here, please describe)	Information relati



Australian Government

SourceIT

Licence and Support Contract –
Commercial off-the-shelf Software

Release version 2.6

*Commonwealth of Australia as represented by the
Department of Education, Skills and Employment*
(Customer)

Fivecast Pty Ltd **(Contractor)**

38. Miscellaneous	44
Schedule 1 – Contract Details	46
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Pages 131-175 redacted as irrelevant material under section 22

Schedule 1- Attachment 1 – Permitted Use Cases

Fivecast customers and permitted use-cases

Customer type & description	Permitted use-cases
<p>Law Enforcement Agencies City, provincial, county, state & federal police/sheriffs</p>	<ul style="list-style-type: none"> • Intelligence gathering or investigation on persons or groups of interest connected to an intelligence or law enforcement investigation and/or who have provided consent. • Event detection and monitoring of public events and/or locations for the purpose of ensuring public safety. • Integrity investigations into staff, or staff of other agencies subject to the relevant agency's powers. • Establishing a person's or group's online presence, including linking multiple online accounts to an identity. • Identifying potential risks to public safety based on an online footprint of an individual or group. • Online audience segmentation based on their online reaction to issues concerning public safety. • Insider threat detection. • Identifying potential risks to an individual, group or public safety based on an online footprint of an individual or group, for example to mitigate fixated threats or undertake close personal protection services.
<p>National Security Agencies Federal security, intelligence or defence agencies</p>	
<p>Other Government Agencies Other government agencies with an intelligence/investigative function such as Crime Commissions, Corrections, Tax office investigation teams or fraud investigation teams</p>	
<p>Private Sector Contractors Intelligence contractors/advisors engaged to provide intelligence to law enforcement/ national security End-Users</p>	<ul style="list-style-type: none"> • Provision of services to law enforcement, national security or other government agencies where the services are consistent with the approved use-cases above.
<p>Corporate security companies Companies providing private security to individuals or companies.</p>	<ul style="list-style-type: none"> • Event detection and monitoring of events and/or locations for the purpose of ensuring safety of an individual, group or public safety relevant to the company's staff, customers or facilities. • Identifying potential physical or reputational risks to an individual, group or public safety based on an online footprint of an individual or group.

Schedule 2 – Statement of Work

1. Purpose (clause 9.2(e))

The renewal of Fivecast software as outlined in Attachment A.

2. Software (clauses 1.1 and 6)

	Software	Code	Qty
1.	Fivecast ONYX – Standard Configuration	Not applicable	11 Standard Users
2.	Fivecast Academy Online Training	Not applicable	Not applicable

3. Software Specifications (clauses 1.1, 8.1, 9.2 and 12.1)

Per Attachment A.

s 47G

4. Delivery and Installation (clause 8)

	Item	Details (attach additional pages if required)	Milestone
1.	Delivery date	19 January 2022	
2.	Delivery place	s 47E(d) @dese.gov.au	
3.	Installation of Software <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A – Software is to be hosted by the Contractor on an IRAP certified secure cloud platform (Amazon Web Service) in Sydney, Australia.	
4.	Implementation of Software	N/A	

	Item	Details (attach additional pages if required)	Milestone
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

s 47G

6. Support Services (clauses 1.1 and 10)

Support Services must be provided as specified below.

Support email	support@fivecast.com
Support levels and responses	Technical Support will be available during South Australian Business Hours, Monday through to Friday, 9:00am to 5:00pm (ACST or ACDT as applicable). The Contractor will endeavour to respond to all support requested within one Business Day.
Version Maintenance and Bug Fixes	<p>The Contractor will provide error correction, bug fixes, patches, version maintenance and updates to the Software strictly only to the extent available in accordance with The Contractor's release schedule.</p> <p>The Customer acknowledges that the Software works with third party social media sites and platforms and changes on such platforms may impact on the operability of the Software. In response to changes on third party social media sites and platforms, the Contractor will use commercially reasonable efforts to update the Software and resolve any operability issues within a reasonable period of time, however the Contractor is not liable in any way for any operability issues of the Software or any other adverse impacts arising as a result of any changes made to third party social media sites and platforms.</p>

7. Training (clause 10)

Fivecast Academy Online Training is included at a cost of s 47G

8. Deliverables (clauses 1.1, 6.1 and 19.6)

Not applicable

9. Documentation (clause 12)

Not applicable

10. No additional requirements Progress meetings (clause 15.1)

Not applicable

11. Not used (clause 15.2)

Not applicable

12. Not used (clauses 16)

Not applicable

13. Knowledge Transfer (clause 35)

Not applicable

Pages 180-188 redacted as irrelevant material under section 22



FIVECAST

Department of Education, Skills and Employment

FIVECAST QUOTATION

08 December 2021

FIVECAST

s 47F

Department of Education, Skills and Employment

s 22

s 22

s 22

s 22

FRAUD INTELLIGENCE AND INVESTIGATIONS TEAM

@DESE.GOV.AU



ABOUT FIVECAST

Fivecast is a world-leading provider of digital intelligence solutions that enable the world's most important public and private organizations to explore masses of data, uncovering actionable insights which are critical to protecting our communities. Purpose-built to address the highest priority use cases in national security, law enforcement, defense and corporate security, Fivecast deploys advanced data collection and AI-enabled analytics to solve the most complex intelligence challenges.

Our showcase solution, Fivecast ONYX, combines powerful open-source data collection and analysis capabilities to deliver unmatched insights from vast quantities of unstructured, multimedia data. The unique and proprietary data collection technology of Fivecast ONYX delivers superior data access across the Surface, Deep and Dark Web. Fivecast ONYX monitors and interprets a range of multimedia data, including image, text and video to detect keywords, phrases, quotes and logos and uses Artificial Intelligence (AI) and Machine Learning (ML) to increase its capabilities over time. A unique risk detection framework, advanced network analysis and sentiment and emotion detection combine to deliver an unmatched ability to predict and detect threats across complex digital landscapes.

s 22

Schedule 1 – Change Order

This Change Order (including its attachments, if any) serves to vary the Contract in accordance with the terms set out below. Unless specifically stated in this Change Order, all terms and conditions of the Contract continue unaffected.

1.	Change Order number	Change Order 1 to contract ICTSR 17274
2.	Raised by	Agency
3.	Details of change (use attachments if required)	<p>Purchase of the following additional goods and services:</p> <p>Four Fivecast ONYX Standard Configuration licences to co-term with the existing licences on 18/01/2023;</p> <p>Fivecast Academy Online Training to co-term on 18/01/2023; and</p> <p>Three Expansion Pack - Data Sources totalling 15 collection agents.</p> <p>Details of goods and services to be purchased are as outlined in quotation at Attachment A.</p>
4.	Implementation date of Change Order	26 April 2022
5.	Effect on Services	Delivery of additional goods and services as outlined in Item 3.
6.	Plan for implementing the change	Not applicable
7.	Effect on Service Charges	s 47G
8.	Effect on Service Level Requirements	Not applicable
9.	Effect on Documentation	Not applicable
10.	Impact on end users	Not applicable
11.	Other relevant matters (eg transitional impacts)	Not applicable

Customer

Name (print)

s 22

Position

s 22

TSD Business Management Section, Technol

Signature

s 22

Date

02-May-2022

Contractor

Name (print)

s 47F

Position

Signature

Date

28 April 2022

Attachment A – Seller Quotation



FIVECAST

Department of Education, Skills and Employment

FIVECAST QUOTATION

25 March 2022

FIVECAST

s 47F

Department of Education, Skills and Employment

s 22

s 22

s 22

s 22

FRAUD INTELLIGENCE AND INVESTIGATIONS TEAM

@DESE.GOV.AU



ABOUT FIVECAST

Fivecast is a world-leading provider of digital intelligence solutions that enable the world's most important public and private organizations to explore masses of data, uncovering actionable insights which are critical to protecting our communities. Purpose-built to address the highest priority use cases in national security, law enforcement, defense and corporate security, Fivecast deploys advanced data collection and AI-enabled analytics to solve the most complex intelligence challenges.

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s 47G

From: s 22
To:
Subject: RE: Privacy Impact Statements - ICT Procurements [DLM=For-Official-Use-Only]
Date: Wednesday, 31 July 2019 10:29:00 AM
Attachments: [Fivecast Insight Privacy assessment 15 July 2019.docx](#)
s 22

For Official Use Only

Hi s 22 ,

s 22 has asked me to look into this matter for you. I have a couple of questions in relation to these two projects. Do you have any time to discuss via phone (or in person if you would prefer) today?

Thanks
s 22

Corporate Legal Team | Schools, Child Care and Corporate Legal Branch
Australian Government Department of Education
Phone s 22

Opportunity through learning
www.education.gov.au

[Please click here if you have any feedback on our legal services](#)



From: s 22 <s22@education.gov.au>
Sent: Tuesday, 30 July 2019 10:34 AM
To: s 22 <s22@education.gov.au>
Cc: s 22 <s22@education.gov.au>; s 22 <s22@education.gov.au>; s 22 <s22@education.gov.au>; s 22 <s22@education.gov.au>
Subject: Privacy Impact Statements - ICT Procurements [DLM=For-Official-Use-Only]

For Official Use Only

Hi s 22

Apologies for the delay in getting these to you, but please find attached our completed project

notification – privacy documents for the two ICT procurements that we are facilitating on behalf of the Child Care Fraud Investigation Team. The procurement process is ongoing at this stage and will require CIO approval to proceed.

s 22 in the Child Care Legal Team suggested I send these documents to you, so that you can assess any possible privacy impact the procurements may have.

Please let me know if you require any further information, or would like to meet up to discuss.

Kind regards,

s 22

Integrity Measure Support Section/Child Care Integrity Branch
Payment Integrity Group
Australian Government Department of Education
Ph: s 22

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Department of Education

Privacy Impact Assessment

Child Care Fraud Investigations Team:
Procurement of Fivecast ‘Insight’
software (15 July 2019)

Project notification – Privacy

Purpose: To inform the Privacy Officer of a project that may be classified as a ‘high privacy risk project’. This form will be used to notify and will assist the Privacy Officer to provide advice on whether a project should be classified as a ‘high privacy risk project’, if required.

Project title	Fivecast Insight
Project contact(s)	<p>s 22</p> <p>Integrity Measure Support, Child Care Integrity Branch, Payment Integrity Group s 47E(d) @education.gov.au s 22</p>
<p>Project goals/outcomes</p> <p><i>What are the goals and/or planned outcomes of the project?</i></p> <p><i>Please specify if the project is modifying an existing program.</i></p>	<p>Fivecast is an open-source data collection and analysis platform that delivers insights from vast quantities of unstructured, multimedia data without the risks associated with normal open source searching.</p> <p>Fivecast allows analysts to identify new persons linked to networks suspected of fraudulent activity and consequently opened new avenues for criminal investigations.</p> <p>It will be used to target social media accounts and is essential to fraud investigation cases and the evidence underpinning prosecutions of defrauding Commonwealth child care subsidies.</p> <p>Many agencies have developed a policy for the collection of social media content as it relates to persons of interest to that department. These policies create a range of mechanisms used by investigative/compliance functions such that searches can be conducted but not linked back to the area making the searches.</p> <p>The Department of Education does not currently have a policy for social media collection against persons of interest (note: this is distinct from internal Protocols for Internet use by employees) and this is insufficient.</p> <p>Fivecast is a licensed product, owned and run by a software company operating in Adelaide. They sell licenses for use of the product which collects and stores data on the Amazon web service. The content of the software is owned by the</p>

	license holder until such time as the license is terminated, when Fivecast will delete all stored content.
Key dates/timeframes for the project	Start Date: When CIO procurement approval is granted (assuming August 2019 at this stage) End Date: Two years after commencement date, with a possibility for extension
What types or categories of personal information will the project involve? <i>For example - individual names, addresses, date of birth, occupation etc.</i> <i>Please specify if any taxation or income information will be involved, e.g. Tax File Numbers</i>	<p>Social media accounts can display multiple categories of personal information, and Insight is designed to extract whatever content is posted.</p> <p>The product cannot go beyond privacy limiters set by the user but will extract information from previously active but since deleted profiles.</p> <p>Sensitive information (e.g. evidentiary material etc.) will be accessed by restricted users via the software.</p> <p>The types of personal information, that will be accessible and handled through the Insight software may include:</p> <ul style="list-style-type: none"> • individual names • addresses • occupation • date of birth • details of children <p>The above list is not exhaustive, as any piece of personal information that is displayed on an individual’s social media account can be extracted.</p>
Will the project involve the handling of sensitive information? <i>Please indicate applicable items in the list.</i>	<p>Yes, the software will involve the handling of sensitive information, but in a secured environment.</p> <p>The sensitive information gathered will be that as provided by the user on social media platforms such as Facebook and Twitter; and ad-hoc browsing. This information may include sensitive information (as defined by section 6 of the <i>Privacy Act 1988</i>) such as the following:</p> <ul style="list-style-type: none"> • information or an opinion about an individual’s: <ul style="list-style-type: none"> ○ racial or ethnic origin; ○ political opinions; ○ membership of a political association; ○ religious beliefs or affiliations; ○ philosophical beliefs; ○ membership of a professional or trade association; ○ membership of a trade union; ○ sexual orientation or practices; ○ criminal record.

	<ul style="list-style-type: none"> • health information about an individual. • genetic information about an individual. • biometric information that is to be used for the purpose of automated biometric verification or biometric identification. • biometric templates.
<p>Collection of personal information</p> <p><i>Please briefly describe how the personal information related to the project will be collected. (E.g. are individual's being asked directly, will there be a transfer of data from a third party? Etc.)</i></p>	<p>Information gathered will be that as provided by the user on social media platforms such as Facebook and Twitter; and ad-hoc browsing.</p> <p>Fivecast is a near complete solution for government entities to explore social media in a way that does not alert users of social media of the enquiries being made.</p> <p>The product cannot go beyond privacy limiters set by the user but will extract information from previously active but since deleted profiles.</p>
<p>Use and/or disclosure of personal information</p> <p><i>If applicable, please briefly describe how the department proposes to use personal information.</i></p> <p><i>If applicable, please briefly describe if the department is proposing to disclose personal information to third parties (e.g. other agencies, companies etc.)</i></p>	<p>All user-generated data is assumed to be sensitive, including the raw/derived data, the multimedia and the collection and analytic configuration. Online persona details are assumed to be highly sensitive and have additional security controls applied.</p> <p>Personal information will not be provided to third parties that are not part of the case management and investigative process. The department's use and disclosure of personal information is constrained by the powers provided under the Family Assistance Law, the Regulatory Powers Act, and other relevant Commonwealth legislation.</p> <p>The information is stored in a cloud, and third-party penetration testing has been performed as an unauthenticated attacker to validate information security controls.</p>
<p>Will the project involve any of the following activities?</p> <p><i>Please indicate applicable items in the list.</i></p>	<p>The project may involve:</p> <ol style="list-style-type: none"> a. changes to existing policies, processes or systems that involve personal information. b. the establishment of a new way of identifying individuals, such as a unique identifier, biometrics or online identification system.

	<p>c. a difference in the collection of, or the method of collection of, new or changed types of personal information.</p> <p>d. aggregate data, data matching or the bulk transfer of data.</p> <p>e. activities that could involve the re-identification of individuals, e.g. data-matching de-identified data sets.</p>
<p>Does this project involve contracts/agreements with third parties?</p> <p><i>For example - projects that involve contracting with an ICT service provider to supply technology and digital services, or projects requiring the ICT services of another Government agency.</i></p>	<p>The project will include the establishment of a Work Order arrangement between the department and Fivecast Pty Ltd following a direct source procurement process.</p>
<p>Does this project involve the procurement of goods or services?</p> <p><i>For example - the procurement of a service provider to conduct surveys.</i></p>	<p>The project is to directly source specialised software licencing from Fivecast Pty Ltd, through a CIO approved sole provider procurement process</p>
<p>Who are the key internal and external stakeholders for this project?</p>	<p>Internal stakeholders include:</p> <ul style="list-style-type: none"> • Integrity Measure Support Team (procurement admin work) • Child Care Fraud Investigations Team (users) • Chief Information Officer (procurement approval) • Enterprise Architecture Team (IT advice) • ICT security team (IT security advice) • ICT Procurement team (procurement advice) <p>External stakeholders include:</p> <ul style="list-style-type: none"> • Fivecast - (software developer/provider) • Commonwealth Director of Public Prosecutions (end user for prosecution cases).

Form completion

This notification form has been completed by:

Section/Branch/Group	Integrity Measure Support, Child Care Integrity Branch, Payment integrity Group
Author(s) and role(s)	s 22
Date	July 2019

s 42

From: s 22 <s 22@education.gov.au>
Sent: Tuesday, 30 July 2019 10:34 AM
To: s 22 <s 22@education.gov.au>
Cc: s 22 <s 22@education.gov.au>; s 22 <s 22@education.gov.au>;
s 22 <s 22@education.gov.au>; s 22 <s 22@education.gov.au>;
s 22 <s 22@education.gov.au>
Subject: Privacy Impact Statements - ICT Procurements [DLM=For-Official-Use-Only]

For Official Use Only

Hi s 22

Apologies for the delay in getting these to you, but please find attached our completed project

notification – privacy documents for the two ICT procurements that we are facilitating on behalf of the Child Care Fraud Investigation Team. The procurement process is ongoing at this stage and will require CIO approval to proceed.

s 22 in the Child Care Legal Team suggested I send these documents to you, so that you can assess any possible privacy impact the procurements may have.

Please let me know if you require any further information, or would like to meet up to discuss.

Kind regards,

s 22

Integrity Measure Support Section/Child Care Integrity Branch
Payment Integrity Group
Australian Government Department of Education
Ph: s 22

Opportunity through learning
www.education.gov.au

Pages 210 - 215 redacted under section 42



ICT Procurement Plan (\$80,000 and above)

Under the [Secretary Instruction 2.3](#) (Procurement), you **must** complete a procurement plan for all procurements valued at \$10,000 or above that describes the requirements, expected cost and method of the procurement, and documents the Delegate's approval to approach the market. A risk assessment is also included as part of this procurement plan.

You **must** complete all sections of this procurement plan. Use attachments if needed. If you require assistance, contact the [ICT Projects, Engagement and Procurement Team](#).

Your details

Name s 22

Team Child Care Fraud Investigation Team

Branch Child Care Integrity Branch

Phone s 22

Email s 22

HPE Content Manager File No EDU19/3565

You **must** save the approved ICT Procurement Plan in the relevant HPE Content Manager file (and/or create a file for this purpose) in accordance with the department's record keeping policies.

Step 1: Define your requirements

ICT procurement title

Fivecast 5 licensing agreement with the Department of Education

The title should provide a brief description suitable for public reporting (e.g. AusTender reporting or Senate Estimates). Do not use acronyms.

Total estimated value (GST inclusive)

Up to \$172,800 is the quoted price from the supplier. The timing of this purchase is critical, as this was meant to be commenced in the 2018/19 financial year. The Enterprise Architecture Team advises that it is unlikely there will be any additional costs associated with this software.

You **must** provide the maximum total estimated value (GST inclusive), including all options, extensions or renewals that may be executed over the life of the contract. Please also provide additional information on how the value was estimated to satisfy the Delegate that the estimate is appropriate.

What is the category of goods or services you require?

Information services

Use the drop down list to select from the most common UNSPSC titles used for reporting on AusTender (if available). If no suitable category is available, you may add your own description.

Note: You will need to complete an [ICT Sourcing Request](#) form for all ICT procurements.

What are you going to buy and why?

The Department seeks to purchase 5 Fivecast licenses for a period of 2 years. More technical information can be found in Attachment A - Insight Infosec Overview. Fivecast is an open-source data collection and analysis platform that delivers insights from vast quantities of unstructured, multimedia data. Data to Decisions Cooperative Research Centre was established with a \$25million Commonwealth grant to bring together researchers and industry to tackle big data challenges that face Australia's national security agencies. Data to Decisions developed Fivecast, which is a licensed product, owned and run by a software company in Adelaide. They sell licenses for use of the product which collects and stores data on the Amazon web service. The content of the software is owned by the license holder until such time as the license is terminated, when Fivecast will delete all stored content. Fivecast is a near complete solution for government entities to explore social media in a way that does not alert users of social media of the enquiries being made. The product cannot go beyond privacy limiters set by the user. Many agencies have developed a policy for the collection of social media content as it relates to persons of interest to that department. These policies create a range of mechanisms used by investigative/compliance functions such that searches can be conducted but not linked back to the area making the searches. The Department does not currently have a policy for social media collection against persons of interest (note: this is distinct from internal Protocols for Internet use by employees) and this is insufficient. Early enquiries with other Commonwealth agencies were conducted with the view of adopting a policy already developed. In the process of those enquiries, the Department became aware that both Home Affairs and the Department of Defence use the Fivecast product. The nature of the product largely makes the development of a policy redundant because the risk and activity undertaken is being undertaken external to the Department. Once acquired, the Fivecast product is a stand-alone solution for social media content collection. The Department has been able to trial the product. During the trial period, Fivecast was successfully utilised to fill in information gaps in ongoing investigations into child care fraud. Fivecast allowed analysts to identify new persons linked to networks suspected of fraudulent activity and consequently opened new avenues for criminal investigations.

Describe the goods and/or services you are seeking to buy and why. Provide appropriate background information necessary for the Delegate to understand why the purchase is needed. For high value procurements (e.g. over \$1 million), consider attaching a detailed business case/rationale.

Will ICT services be delivered on departmental systems?

- Yes
 No

Note: Contracts where external personnel will be provided with building and IT systems access, are contracts that will be delivered on departmental systems. These are likely to be contracts for professional services or ICT contractors.

Will information be collected, processed or stored outside the department's systems or physical environment?

- Yes
 No

If yes, please identify what type of data in the table at **Attachment B**.

Will the contract be for ICT consultancy services?

- No
 Yes – consultancy services are required for:
- independent research or assessment
 - specialised or professional skills
 - skills currently unavailable within the department.

You **must** obtain approval from the relevant Deputy Secretary prior to proceeding with an ICT procurement for consultancy services.

DEFINITION: A consultancy contract involves engaging an individual, partnership or a corporation to provide professional **independent and expert advice or services**.

If you answer 'YES' to all three of the following questions, then your proposed ICT procurement is an ICT consultancy:

1. Will the services involve the development of an intellectual output that will assist the department's decision-making?
2. Will the intellectual output represent a view of the service provider (as opposed to the department's view)?
3. Is the independent intellectual output the sole or majority element of the proposed services?

For further information, visit the [Department of Finance](#) website.

Will the contract be for ICT contractor services?

- Yes
 No

DEFINITION: An ICT contractor is defined as an individual or team of people engaged to deliver services where components of their engagement relate to (but are not limited to) ICT cloud services, ICT hardware and/or ICT software.

Note: Extension options must not be exercised without having first undertaken a review of the contractor's performance and/or deliverables in accordance with the contract.

Each extension option must not exceed the initial term of the contract. Consider whether the initial contract term is sufficient to meet this requirement.

Step 2: Determine the ICT procurement method

Use the flowchart at **Attachment A** to help you complete this section and determine your ICT procurement method.

Did you check whether there are any indigenous enterprises that deliver the required goods and/or services?

- No, I did not search because my ICT procurement is exempt
(LIMITED TENDER or over \$200,000 **only**)
- Yes, I searched for indigenous suppliers, including on [Supply Nation's Business Direct](#)

All employees undertaking procurements over \$10,000 **must** have completed the Indigenous Procurement Policy training available on LearnHub. If your ICT procurement is valued at \$80,000 to \$200,000 and/or the goods or services will be delivered primarily in a remote area, then you **must** identify any indigenous suppliers that may be able to offer the goods or services **and** provide identified suppliers with the opportunity to quote first **before** any other approach to market. Procurements via limited tender are the only allowable exception to this process.

For temporary personnel (contractors) or recruitment services, the [ATO Labour Hire and Recruitment Services \(Indigenous Businesses\) Panel](#) (SON 3291540) provides a list of suitable Supply Nation registered suppliers.

Document the outcomes of your search for indigenous suppliers:

Due to the specialist nature of the software, and only one supplier in the marketplace for this software, a limited tender will be used.

You **must** include the details of your search for any indigenous suppliers, including the date searched, search terms and any suppliers identified. Add attachments if needed.

What is your proposed ICT procurement method?

As the ICT procurement is at or over \$80,000, the Additional Rules for Procurements at or above the relevant procurement threshold in Division 2 of the [Commonwealth Procurement Rules](#) (CPRs) apply, unless you apply a relevant exemption.

Select **one**:

- LIMITED TENDER (in accordance with Paragraph 10.3 of the CPRs)
- LIMITED TENDER (exemption under Appendix A of the CPRs)
- OPEN TENDER via an existing Standing Offer Notice (also known as Panel Arrangements)
- OPEN TENDER via AusTender (which may include multi-stage procurements)

Describe how you will identify and select suppliers:

Fivecast is the only supplier who has developed a product with the requisite functionality the Department of Education seeks to utilise in its investigations (CPR 10.3 d. iii). Fivecast is consequently the only supplier who will be approached.

The procurement is considered value for money, as only Fivecast have developed the required software.

The ICT Procurement timetable dates are based on advice from Enterprise Architecture Team, but we would like to progress this as soon as possible. This software is a critical tool in delivering the Fraud Investigation element of the MYEFO FDC Payment Integrity measures.

Your approach **must** be consistent with the ICT procurement method selected.

LIMITED TENDER in accordance with CPR 10.3: You can select this method if your ICT procurement meets one of the circumstances detailed in paragraph 10.3 of the CPRs. You **must** document the circumstances and conditions that justified the use of limited tender, including demonstrating how the ICT procurement represented value for money. Note that Division 1 and some Division 2 rules still apply.

LIMITED TENDER through an exemption under Appendix A: Identify the exemption you intend to use and identify the supplier/s you will approach and how you will assess value for money. Note that Division 1 rules still apply.

Indigenous Procurement Policy: Use Exemption 17 to procure goods and services directly from small and medium enterprises (SMEs) that are at least 50 per cent indigenous owned. Consider using the [Indigenous Business Marketplace](#) to issue and manage requests for quote with Indigenous suppliers.

OPEN TENDER via an existing Standing Offer Notice / Panel Arrangements: A panel is a shortlist of potential suppliers that responded to an initial open approach to market on AusTender. A panel is a useful tool for the procurement of goods or services regularly acquired by entities. Identify the arrangement, describe how many and which suppliers you will approach under the arrangement, and how you will assess value for money.

Indigenous Procurement Policy: For procurements under \$200,000, you must not use a panel arrangement to avoid the requirement to approach indigenous suppliers first, but you may approach indigenous suppliers to quote through an existing panel arrangement, where the identified supplier/s are listed on a panel.

OPEN TENDER via AusTender: Briefly describe the proposed approach, including timing and next steps. If you propose to undertake a multi-stage approach to market this must be identified now. The delegate **must** approve an [Evaluation Plan](#) before the Request for Tender is released. A [Probity Plan](#) is also recommended.

Step 3: Develop procurement schedule

What is the estimated ICT procurement timetable?

Approach to market issued to suppliers:	16 January 2020
Closing date for responses:	21 January 2020
Response evaluation completed:	27 January 2020
Contract start date:	28 January 2020

You **must** provide sufficient time for potential suppliers to prepare and lodge submissions in response to an approach to market. Open tenders via AusTender **must** comply with the minimum time limits outlined in Division 2 of the CPRs (paragraphs 10.20 to 10.27). For multi-stage procurements, each stage must comply with the minimum time limits (attach a detailed timetable).

Step 4: Assess risk

Risk assessment

You **must** complete the risk assessment below.

Assess the risks relating to your ICT procurement in the table below. Include additional risks as needed.

Risk	Likelihood	Consequence	Risk level*
There are insufficient funds available	Possible	Minor	Medium
The procurement is not fit for purpose	Unlikely	Minimal	Low
The scope of the procurement is not clearly defined	Rare	Minimal	Low
The preferred approach to market is not appropriate	Unlikely	Minimal	Low
There is insufficient competition in the market	Rare	Minimal	Low
There is insufficient time to undertake the procurement process	Possible	Minor	Medium

*Refer to the risk matrix below.

Risk Matrix

Likelihood	Consequence				
	Minimal	Minor	Moderate	Major	Severe
Almost certain	Medium	Medium	High	Extreme	Extreme
Likely	Medium	Medium	High	Extreme	Extreme
Possible	Low	Medium	High	High	Extreme
Unlikely	Low	Low	Medium	High	High
Rare	Low	Low	Medium	Medium	High

RiskActive Plan ID (if required) 4572

If you have assessed any risk in the table above as high or extreme, you **must** develop a risk management plan in RiskActive and have it approved by the Delegate **before** commencing the ICT procurement.

Risks are likely to change throughout the lifecycle of the ICT procurement. You should periodically review the initial risk assessment and amend as circumstances and your risk exposure change.

Step 5: Select Approach to Market templates

The approach to market **must** use prescribed templates **and** include the proposed contract terms and conditions. If the procurement is complex (including procurement involving the delivery of services to the public on behalf of the department), has been assessed as high risk or is high value (\$1 million or more) seek advice from [ICT Projects, Engagement and Procurement Team](#).

Approach to market documentation

Panel

When approaching the market via a panel arrangement you **must** use the template specified in the Deed of Standing Offer. The Deed will usually have a Request for Quote (RFQ) or similar template.

Limited Tender/Open Tender via AusTender

The [Request for Tender template](#) is suitable for open tender procurements above \$80,000 (including GST).

If you are conducting a multi-stage procurement, the department also has a [Request for Expression of Interest template](#).

What approach to market templates will be used? **[Please select one]**

- Request templates from a Deed of Standing Offer (Panel Deed)
- Department Request for Tender template
- Department Request for Expressions of Interest template

Step 6: Select contract terms and conditions

ICT procurement is a specialist procurement activity requiring the use of specialised procurement contracts. The most appropriate contractual framework for your procurement will depend on what is being bought and the complexity, risk and/or value of the purchase.

Panel Arrangements

When you are using a panel arrangement, you must use the contract template in the Panel Deed and the terms and conditions must be consistent with the Panel Deed.

Note: The Panel Deed should be reviewed by Legal if the department has not accessed it before. Additionally, if the procurement is complex, Legal should be consulted to ensure that the Panel Deed Contract Template is fit for purpose.

Limited Tender / Open Tender via AusTender

The Department and the Commonwealth use a number of standard contracts for ICT procurements.

The Digital Sourcing Contract template can be used for simple or semi-complex procurement to buy digital products and services.

The Digital Sourcing Contract templates for hardware, software and consultancy can be used for simple procurements of these services. These templates are available from the [Legal intranet site](#).

Simple procurement takes place in situations with well-established routines, methods and procedures.

It usually involves buying standard services or commercial off-the-shelf items where:

- the level of risk is minimal
- you can use standard terms and conditions with little or no alteration
- the goods and services don't need any development before you receive them
- value for money considerations are restricted to price, quality, fitness for purpose and compliance with required timeframes and delivery needs
- you generally pay for the supplies and services after you have received them
- you won't need specialist legal, technical or financial advice.

Semi-complex procurement is more complex than simple procurement and involves more preparation in areas such as setting up contracts. It could include projects that have multiple elements such as system integration, development and support and managed services.

The Department's [Long Form Services Contract template](#) is recommended for the procurement of services with an estimated value above \$1 million (GST inclusive).

If you require further guidance to select the most appropriate contract, contact [ICT Projects, Engagement and Procurement Team](#).

What terms and conditions will apply to the contract?

The contract terms and conditions from:

- the Digital Sourcing Contract; or
- the Digital Sourcing Contract – Hardware Acquisition and Support; or
- the Digital Sourcing Contract – COTS Software and Support; or
- the Digital Sourcing Contract – Digital (including ICT) Consultancy Services; or
- a Deed of Standing Offer for an existing panel; or
- the Long Form Services Contract template; or
- a non-Commonwealth contract (i.e. vendor agreement).

Is legal advice required?

You **must** seek legal advice on your draft contract where:

- you propose to change any standard terms and conditions in any of the above Digital Sourcing Contract templates, the Deed of Standing Offer/panel arrangements or the Long Form Services Contract template;
- you are considering entering into a non-Commonwealth contract;
- the commitment has a value of \$1 million or more (GST inclusive); or
- a contingent liability is included e.g. you are using the Digital Sourcing Standard contract and you will insert information into item 23 of Schedule B

- No, legal advice is not required
- Yes, legal advice is required (complete details below or attach)

Identify what legal advice has or will be sought. If applicable, summarise the advice that has been received. Refer to attachments if necessary.

s 42

Step 7: Confirmation of funds availability

What funding source will be used for this procurement?

- Corporate IT Account (CITA)
- Project
- New Policy Proposal
- Business as Usual

Will the funding be Capital Expture (CapEx) and/or Operating Expenditure (OpEx)?

Est CapEx (\$AUD Inc GST)

Est OpEx (\$AUD Inc GST) \$172,800



I confirm I have the funds available to commence this ICT procurement activity

Cost Centre F1428 Internal Order (if applicable)

GL Account 441460 Project Code (if applicable)

Step 8: Clearance by Branch Manager

[if the Delegate is not the Chief Information Officer]

Name

Position

I have reviewed this ICT Procurement Plan and support the approach.

Signature:

Date:

Step 9: Delegate approval to proceed

Delegate Name s 22

Position

This section is to be completed by the Delegate. If the procurement is for an ICT consultancy, the Delegate must be the Deputy Secretary.

I confirm I have the delegation to approve a commitment of relevant money and enter, vary or administer the arrangement under section 23 of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act).

I approve the procurement approach as stated in this ICT Procurement Plan.

I am satisfied that the ICT Procurement Plan promotes the proper use and management of public resources, promotes the achievement of the purposes of the department, promotes the financial sustainability of the department and is not inconsistent with the policies of the Australian Government.

I note that the approach to market documentation will be provided to me for review and approval prior to release to the market.

I note that the PGPA Act Section 23(3) approval for the commitment to spend relevant money will be sought following the evaluation of offers, but prior to entering into the arrangement.

Signature:

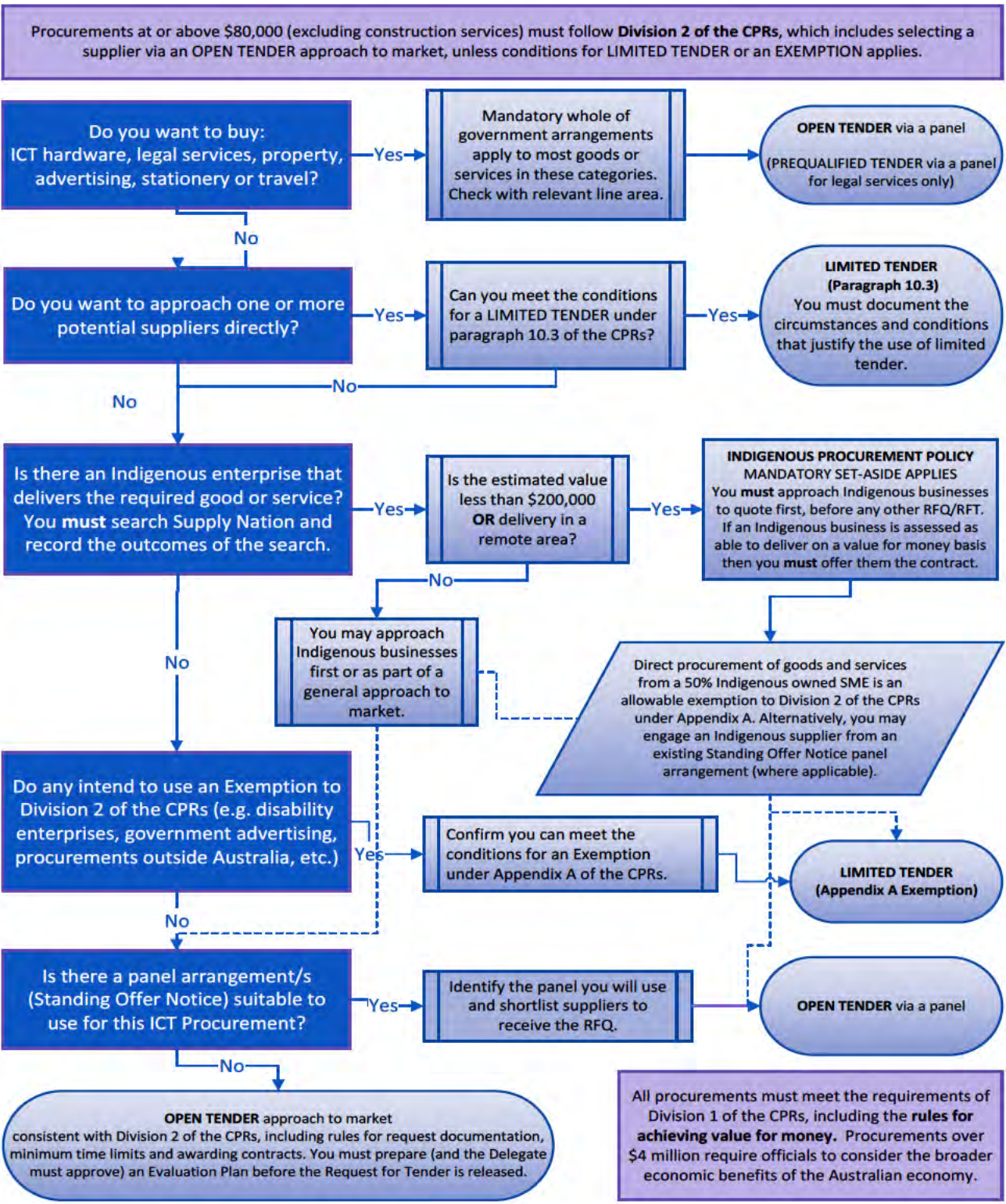
Date:

Delegate Comments:

FOR INFORMATION – WHAT NEXT?

Save the approved plan in the HPE Content Manager file and forward it to the [ICT Projects, Engagement and Procurement Team](#). The team will review and provide advice about next steps.

Attachment A – Flowchart for determining the ICT Procurement method (at or above \$80,000)



Attachment B - Data Checklist

Please identify what types of data will be collected, processed or stored.

Data Type	Provided to supplier? Y / N
Australian Business Number (ABN)	N
Adjustment data	N
Aggregated data	N
Assessment results (grades)	N
Business bank account details	N
Business credit card information	N
Business data/ information	N
Business name	N
Business physical address	N
Business Tax File Number (TFN)	N
Business type (small business, not for profit etc.)	N
Children's details (name, address etc.)	N
Compliance data	N
Cultural sensitivity (ethnicity, indigeneity, etc)	N
Date Of Birth (DOB)	N
Individual's bank account details	N
Individual's credit card information	N
Individual's debt history	N
Individual's email address	N
Individual's full name	N
Individual's medical information or history	N
Individual's phone number	N
Individual's photo identification (passport, license)	N
Individual's physical address	N
Individual's professional title/occupation	N
Individual's Tax file Number	N
Gender	N
Government Unique Identifier (UID)	N
Official information (commonwealth material)	N
Opinion-based data	N
Payment reconciliation	N
Payment transaction data	N
Photos of individuals, children, families etc.	N
Relationship status	N
Other (if relevant data type is not listed here, please describe)	Information relati



ICT Sourcing Request Form

Note:

- All questions are mandatory unless specified optional.
- Once completed please send the form to **s 47E(d)** where your request will go to the relevant teams for technical and financial endorsements.
- You will be able to track the workflow of your request via the Service Desk Portal. Once all endorsements have been received your request will be forwarded to the Procurement Services team for processing.
- For assistance phone the **Procurement Hotline** on **s 47E(d)** or email **s 47E(d)**.

Procurement Details



Procurement Title	Estimated Value (\$AUD Incl GST)	HP Records File Number (optional)
Fivecast 5 licensing agreement	\$172,800.00	EDU19/3565
Delivery Location	Date Required	Procurement Type
L5 50 Marcus Clarke Street, Canberra ACT	1 August 2019	New Procurement
Procurement Urgency	SES Approver for Urgency	
Urgent	s 22	

Hardware

- Desktop
 Infrastructure

Software

- Desktop
 Server

License Only

Other

- Telecommunications
 Cloud / Subscriptions
 ICT Services

Assessments may be requested from the following teams:

- Finance Teams ✓
- IT Security Team ✓
- Technical Team ✓
- IT Stores Team
- Definitive Media Librarian ✓

Requesting Area



Agency
Education & Training

Requesting Officer

Name
s 22

Contract Manager (EL2 or above) (required if \$10,000> GST Incl)

Name
s 22

Delegate

Name
s 22

Delegate approval will be provided in SRM. The ICTSR will be attached in SRM to provide supporting details. Please ensure that the delegate has been briefed and is aware that they will be receiving a request in SRM.

The Department of Jobs and Small Business, and the Department of Education and Training PGPA delegations are:
up to \$20,000 EL1 | up to \$100,000 EL2 | up to \$500,000 Branch Manager | above \$500,000 Group Manager

Business Case



Description of key deliverables

[\(Attach SOR if available\)](#)

Character Limit 1000

The Department of Education does not currently have a policy for social media collection against persons of interest (note: this is distinct from internal Protocols for Internet use by employees) and this is insufficient. Early enquiries with other Commonwealth agencies were conducted with the view of adopting a policy already developed. In the process of those enquiries, the department became aware that both Home Affairs and the Department of Defence use the Fivecast product.

The department seeks to purchase in total 5 Fivecast licenses.

The timing of this purchase is critical as it was meant to have commenced in the 2018/19 financial year.

Business Benefits

Character Limit 1000

Fivecast is an open-source data collection and analysis platform that delivers insights from vast quantities of unstructured, multimedia data without the risks associated with normal open source searching. Fivecast was formed through a collaboration between Australia's national security agencies and various research organisations and is a purpose-built system to address the priority use cases in the national security, law enforcement and defence markets.

The department has been able to trial the product. During the trial period, Fivecast was successfully utilised to fill information gaps in ongoing investigations into child care fraud. Fivecast allowed analysts to identify new persons linked to networks suspected of fraudulent activity and consequently opened new avenues for criminal investigations. The department seeks to purchase 5 Fivecast licenses.

Market Research



Preferred Solution (optional)

(Refer to quotes if available)

Character Limit 1000

Fivecast is the only supplier who has developed a product with the requisite functionality the Department of Education seeks to utilise in its investigations (CPR 10.3 d. iii) . Fivecast is consequently the only supplier who will be approached.

Up to \$172,800 is the quoted price from the supplier.

The procurement is considered value for money, as only Fivecast have developed the required software.

Preferred Vendor (optional) Fivecast

Will this procurement be going direct to a single vendor?

Yes

No

Justification

Fivecast is the only supplier who has developed a product with the requisite functionality the Department of Education seeks to utilise in its investigations (CPR 10.3 d. iii) .

Limited Tender Category

10.3.d.iii. Supply by particular business: due to an absence of competition for technical reasons.

Indigenous Procurement Policy: (for procurements up to \$200,000)

Did you search [Supply Nation](#) for an Indigenous supplier and what was the outcome?

No, I did not search Supply Nation.

Reason for not searching Supply Nation

Due to the specialist nature of the software, and only one supplier, a limited tender will be used.

Funding



Will this procurement incur ongoing costs?

Yes No

FY 18-19

FY 19-20

FY 20-21

FY 21-22

FY 22-23

Project Code & Name (optional)

Fivecast 5 licensing agreement with the Department of Education

Cost Centre

F1428

GL Code

441460 - Software Licence Fees

Accessibility



When procuring ICT goods or services, significant weighting must be placed on the accessibility of the goods or services. All ICT goods or services should be suitable for the use of potential users. A person's ability to use technology may be impaired due to various physical, sensory, emotional or cognitive disabilities. Vendors should be able to specify the accessibility of their goods and services and, at a minimum, provide a statement to that effect in response to the procurement request.

Risk



Risk Management Plan ID *Please use the tool below to determine requirements*

4572

1. Is the procurement value greater than \$80,000 (Incl GST) OR has high risk or extreme risks?

Yes No

Please complete a new Risk Management Plan.

For advice on preparing a risk plan, phone the Risk Hotline on s 47E(d) or email s 47E(d)

From: s 22
Sent: Thursday, 14 April 2022 2:19 PM
To: s 47E(d); s 22
Cc: s 47E(d); s 22
Subject: RE: Your Approval is Required RA4514464 [SEC=OFFICIAL]
Attachments: RE: Your Approval is Required RA4514464 [SEC=OFFICIAL]

Hi – approval to fund from CITA attached.

The approval is on the basis of local budgets being transferred to CITA.

Thanks

s 22

From: s 47E(d) @dese.gov.au
Sent: Wednesday, 13 April 2022 1:07 PM
To: s 22 @dese.gov.au; s 22 @dese.gov.au
Cc: s 47E(d) @dese.gov.au; s 47E(d) @dese.gov.au
Subject: FW: Your Approval is Required RA4514464

Hi s 22 and s 22

Unfortunately there is no budget set aside in the CITA corporate account for this \$80,000 ICTSR for Fivecast ONYX Additional Licence Purchase:

Funding

Project code	
Not answered	
Project name	
Not answered	
Will this procurement incur ongoing costs?	
Yes	
Financial year details	
Financial year	2022-23
Cost incurred	\$80,000.00
Will this procurement use Corporate IT Account (CITA) Funding?	
Yes	

Grateful if you could please arrange approval at your earliest convenience from the delegate, s 22, to fund this ICTSR from the CITA budget?

Thank you
s 22

Finance Business Partner | Finance Branch
Financial Management Division
Australian Government Department of Education, Skills and Employment
Phone s 22
www.dese.gov.au
Please note I work half day Tuesdays.



The Department of Education, Skills and Employment acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to community. We pay our respects to them and their cultures, and Elders past, present and emerging.

From: s 47E(d) @dese.gov.au>
Sent: Wednesday, 6 April 2022 10:32 AM
To: s 22 @dese.gov.au>; s 22 @dese.gov.au>; s 47E(d) @dese.gov.au>; s 47E(d) @dese.gov.au>
Subject: Your Approval is Required RA4514464

APPROVAL REQUEST

ICTSR 17495 - Form ID 22-1419 - ESE22/920 - Fivecast ONYX Additional Licence Purchase - URGENT

Request for approval submitted by s 22

Request Number	Start Date	End Date	Approval
SA4514455			Finance Estimate Appr - ICTSR 17495 - Form 22-1419 - ESE22/920 Fivecast ONYX Addition Licence Purchase - URGENT

[APPROVE](#)

[REJECT](#)

Key Information

Procurement Details
Procurement Title: Fivecast ONYX Additional Licence Purchase
Estimated Value: \$80,000.00
TRIM File: ESE22/920
Delivery Location: Definitive Media s 47E(d) @dese.gov.au
Required Date: 13/04/2022
RiskActive ID: 151
Commodity: Software Desktop

Requesting Area
Department: EMPLOY
Requesting Officer: s 22
Contract Manager: s 22
Delegate: s 22

Business Case

Key Deliverables:

Purchase of 4 x additional Fivecast ONYX Standard Configuration licences to co-term with existing - 19/4/2022 to 18/1/2023 (\$37,500 ex GST)

Fivecast Academy Online Training to co-term 19/4/2022 to 18/1/2023 (\$1,500 ex GST)

Expansion Pack - Data Sources x 3 (\$11,000 ex GST for every 5 collection agents) - 3 x licences

totalling 15 collection agents (\$33,000 ex GST).

This additional purchase has been requested by s 22, Fraud Intelligence and

Investigations.

Quote attached.

Business Benefits:

Fivecast is the provider of digital intelligence solutions and is used by the Fraud Intelligence and Investigations team. This procurement seeks additional licences for said team, to meet increasing licence requirements.

Market Research

Preferred Solution:

Fivecast ONYX is currently used by the Fraud Intelligence and Investigations Team - they have 11 licences. This ICTSR is a request to purchase 4 additional licences plus 15 LinkedIn additions.

Preferred Vendor: FiveCast

Limited Tender: No

Limited Tender Justification:

FiveCast is the manufacturer of this product and the only seller. The original 11 licence are provided through FiveCast.

Was Supply Nation searched: No, I did not search Supply Nation

Will an Indigenous supplier be approached:

Funding

Ongoing costs? Yes

Related Project:

The description of this activity has been copied down from the parent request during creation. Please note the original description may since have been modified

Business Case

Additional Information

Please provide estimated finance coding including Cost Centre, General Ledger, Amount Approved, Internal Order (if applicable), and WBS Name (if applicable).

From: s 22
Sent: Thursday, 14 April 2022 2:07 PM
To: s 22
Subject: RE: Your Approval is Required RA4514464 [SEC=OFFICIAL]

Approved -thanks

s 22

Technology and Services Division
 Australian Government Department of Education, Skills and Employment
 Phone s 22 | Mobile s 22
www.dese.gov.au

From: s 22 @dese.gov.au>
Sent: Wednesday, 13 April 2022 7:02 PM
To: s 22 @dese.gov.au>
Subject: FW: Your Approval is Required RA4514464 [SEC=OFFICIAL]

Hi s 22

Fivecast software is used by 4 areas of the department – it's due for renewal and we've been asked to procure additional licences. Do you approve this being funded from CITA on the basis that budgets are transferred?

Estimated value is \$80k.

Thanks

s 22

From: s 22 @dese.gov.au>
Sent: Wednesday, 13 April 2022 1:17 PM
To: s 47E(d) @dese.gov.au>; s 22 @dese.gov.au>
Cc: s 47E(d) @dese.gov.au>; s 22 @dese.gov.au>; s 22 @dese.gov.au>; s 22 @dese.gov.au>; s 22 @dese.gov.au>
Subject: RE: Your Approval is Required RA4514464 [SEC=OFFICIAL]

OFFICIAL

Hi s 22

We weren't sure if it was able to be so each of the four teams using Fivecast have said each of the business units were happy to fund the additional license required. I've attached each of their emails confirming this for your reference:

- Employment: first email (s 22). Cost Centre: E1926
- Skills and Training: third email attachment (s 22). Cost Centre E2143
- ECCC: second email (s 22). Cost Centre TBC.
- Corporate and Enabling: cost centre (which is mine) is F2198.

We will separately be progressing a request to have this funded by the CITA budget.

Kind regards
s 22

Phone s 22 | Mobile s 22

Fraud tip-off line: 02 6121 5450 | **Email:** fraud@dese.gov.au | **Submit an anonymous fraud tip-off:** <https://dese.gov-au.whispli.com/reportfraud>

From: s 47E(d) @dese.gov.au>
Sent: Wednesday, 13 April 2022 1:07 PM
To: s 22 @dese.gov.au>; s 22 @dese.gov.au>
Cc: s 47E(d) @dese.gov.au>; s 47E(d) @dese.gov.au>
@dese.gov.au>; s 22 @dese.gov.au>
Subject: FW: Your Approval is Required RA4514464

Hi s 22 and s 22

Unfortunately there is no budget set aside in the CITA corporate account for this \$80,000 ICTSR for Fivecast ONYX Additional Licence Purchase:

Funding

Project code	
Not answered	
Project name	
Not answered	
Will this procurement incur ongoing costs?	
Yes	
Financial year details	
Financial year	2022-23
Cost incurred	\$80,000.00
Will this procurement use Corporate IT Account (CITA) Funding?	
Yes	

Grateful if you could please arrange approval at your earliest convenience from the delegate, s 22 , to fund this ICTSR from the CITA budget?

Thank you
s 22

Finance Branch
Financial Management Division
Australian Government Department of Education, Skills and Employment
Phone s 22

www.dese.gov.au

Please note I work half day Tuesdays.



The Department of Education, Skills and Employment acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection community. We pay our respects to them and their cultures, and Elders past, present and emerging.

From: s 47E(d) @dese.gov.au>
 Sent: Wednesday, 6 April 2022 10:32 AM
 To: s 22 @dese.gov.au>; s 22 @dese.gov.au>; s 47E(d) @dese.gov.au>; s 47E(d)
 Subject: Your Approval is Required RA4514464

APPROVAL REQUEST

ICTSR 17495 - Form ID 22-1419 - ESE22/920 - Fivecast ONYX Additional Licence Purchase - URGENT

Request for approval submitted by s 22

Request Number	Start Date	End Date	Approval
SA4514455			Finance Estimate Appr - ICTSR 17495 - Form 22-1419 - ESE22/920 Fivecast ONYX Addition Licence Purchase - URGENT

APPROVE

REJECT

Key Information

Procurement Details
 Procurement Title: Fivecast ONYX Additional Licence Purchase
 Estimated Value: \$80,000.00
 TRIM File: ESE22/920
 Delivery Location: Definitive Media s 47E(d) @dese.gov.au
 Required Date: 13/04/2022
 RiskActive ID: 151
 Commodity: Software Desktop

Requesting Area
 Department: EMPLOY
 Requesting Officer: s 22
 Contract Manager: s 22
 Delegate: s 22

Business Case
 Key Deliverables:

Purchase of 4 x additional Fivecast ONYX Standard Configuration licences to co-term with existing - 19/4/2022 to 18/1/2023 (\$37,500 ex GST)
Fivecast Academy Online Training to co-term 19/4/2022 to 18/1/2023 (\$1,500 ex GST)
Expansion Pack - Data Sources x 3 (\$11,000 ex GST for every 5 collection agents) - 3 x licences
totalling 15 collection agents (\$33,000 ex GST).
This additional purchase has been requested by **s 22**, Fraud Intelligence and Investigations.
Quote attached.

Business Benefits:

Fivecast is the provider of digital intelligence solutions and is used by the Fraud Intelligence and Investigations team. This procurement seeks additional licences for said team, to meet increasing licence requirements.

Market Research

Preferred Solution:

Fivecast ONYX is currently used by the Fraud Intelligence and Investigations Team - they have 11 licences. This ICTSR is a request to purchase 4 additional licences plus 15 LinkedIn additions.

Preferred Vendor: FiveCast

Limited Tender: No

Limited Tender Justification:

FiveCast is the manufacturer of this product and the only seller. The original 11 licence are provided through FiveCast.

Was Supply Nation searched: No, I did not search Supply Nation

Will an Indigenous supplier be approached:

Funding

Ongoing costs? Yes

Related Project:

The description of this activity has been copied down from the parent request during creation. Please note the original description may since have been modified

Business Case

Additional Information

Please provide estimated finance coding including Cost Centre, General Ledger, Amount Approved, Internal Order (if applicable), and WBS Name (if applicable).

[Need help? Contact us...](#)