



Our ref: CORP F2025/000297
Receipt No: 22240071

CORPORATE SERVICES
Level 20
11 Waymouth Street
Adelaide SA 5000
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Adelaide SA 5001
DX 667
Tel 8429 0422
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31 October 2025

The Hon Vincent Tarzia MP
Leader of the Opposition
Parliament House
ADELAIDE SA 5000

Dear Mr Tarzia

Determination under the *Freedom of Information Act 1991*

I refer to your application made under the *Freedom of Information Act 1991* which was received by the Department of Primary Industries and Regions (PIRSA) on 25 September 2025, seeking access to the following:

“A copy of all documents (including but not limited to hard copy or electronic briefings, minutes, reports, emails, letters (including draft versions), meeting agendas, diary entries, contracts and any other correspondence) pertaining to the engagement of Dr Donald Anderson, a senior scientist and the director of the US National Office for Harmful Algal Blooms at the Woods Hole Oceanographic Institution, by the South Australian Government.”

Accordingly, the following determination has been finalised.

I have located 13 documents that are captured within the scope of your request.

Determination 1

I have determined that access to the following documents is **granted in part**:

Doc No.	Description of document	No. of Pages
1b	Attachment to Document 1 – Draft letter from Chief Executive, PIRSA to Mr D Anderson re contract to provide expert advice re the oceanology and ecology of algal blooms	1
3	Letter from Chief Executive, PIRSA to Mr D Anderson dated 7/8/2025 re contract to provide expert advice re the oceanology and ecology of algal blooms	1
4a	Attachment to Document 4 – Draft letter from Chief Executive, PIRSA to Mr D Anderson re contract to provide expert advice re the oceanology and ecology of algal blooms	1

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	Please note, this attachment is a duplicate of Document 1b and has not been provided again.	
6a	Standard Goods and Services Agreement – Expert scientific advice on oceanography and ecology of algal bloom dated 11/8/2025 Please note, this attachment is a duplicate of Document 2 and has not been provided again.	10
6b	Attachment to Document 6 – Statement by Supplier	1

The information removed from the above documents is pursuant to Clause 6(1) of Schedule 1 of the Freedom of Information Act which states:

“6 - Documents affecting personal affairs

(1) A document is an exempt document if it contains matter the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead).”

The information removed consists of the following:

- Documents 1b and 3: Email address of a third party
- Document 6b – Address, phone number and signature of a third party

The term ‘personal affairs’ has been held to involve ‘matters of private concern to an individual’ and the ‘composite collection of activities personal to the individual concerned’.

As a mobile telephone number allows a person, including an officer of an agency, to be contacted outside of business hours and is information that is not ordinarily available to the public, the information is taken to concern the personal affairs of an individual.

Accordingly, it is considered that disclosure of this information would be an unreasonable intrusion into the privacy rights of the individuals concerned.

Determination 2

I have determined that access to the following document is **granted in part**:

Doc No.	Description of document	No. of Pages
6	Email thread between Dr Donald Anderson, Chief Executive PIRSA and Principal Advisor to the Chief Executive, Office of the Chief Executive PIRSA dated 1/8/2025 to 11/8/2025 re engagement of Dr Donald Anderson and letter of engagement contract	7

The information removed from the above documents is pursuant to Clause 6(1), 7(1)(c) and Clause 9(1) of Schedule 1 of the Freedom of Information Act.

The information removed pursuant to Clause 6(1) consists of the following:

- Mobile phone and telephone numbers of Departmental officers
- Email address and mobile number of a third party
- Names of third parties

Accordingly, it is considered that disclosure of this information would be an unreasonable intrusion into the privacy rights of the individuals concerned.

Clause 7(1)(c) states:

“7 – Documents affecting business affairs

(1) A document is an exempt document –

(c) if it contains matter –

- (i) consisting of information (other than trade secrets or information referred to in paragraph (b)) concerning the business, professional, commercial or financial affairs of any agency or any other person; and*
- (ii) the disclosure of which –*
 - (A) could reasonably be expected to have an adverse effect on those affairs or to prejudice the future supply of such information to the Government or to an agency; and*
 - (B) would, on balance, be contrary to the public interest”*

The information removed pursuant to Clause 7(1)(c) consists of the business affairs of a third party.

In addressing the public interest test requirement for the Clause 7(1)(c) exemption, I have balanced the following factors:

In favour of the public interest:

- Meeting the objects of the Freedom of Information Act favouring access to documents.
- Ensuring optimal use of public resources.
- High level of interest in the accountability of public office holders.
- The importance of transparency and openness and the interest that the public has in the decision-making processes of Government.

Contrary to the public interest:

- Protecting the commercial and business interests of third parties.
- The recent age of the information and the ongoing relevance of the matter was considered.
- Disclosure of this information would reveal detail which is considered commercially sensitive to the company concerned.
- The release of this information would discourage the organisation concerned and other third parties from engaging with PIRSA to the detriment of the betterment of South Australia.

- If third parties cannot be assured of confidentiality by Government with respect to their commercially sensitive information, this would have the potential to harm business relationships with Government and hamper future dealings with agencies for the betterment of South Australia.

Having considered the various factors weighing for and against disclosure, I have determined that disclosure of this information would, on balance, be contrary to the public interest.

Clause 9(1) states:

“9—Internal working documents

(1) A document is an exempt document if it contains matter—

(a) that relates to -

- (i) any opinion, advice or recommendation that has been obtained, prepared or recorded; or*
 - (ii) any consultation or deliberation that has taken place, in the course of, or for the purpose of, the decision-making functions of the Government, a Minister or an agency; and*
- (b) the disclosure of which would, on balance, be contrary to the public interest.”*

The information removed pursuant to Clause 9(1) consists of advice obtained for internal decision-making purposes.

In addressing the public interest test requirement for the Clause 9(1) exemption, I have balanced the following factors:

In favour of the public interest:

- Meeting the objects of the Freedom of Information Act favouring access to documents.
- Ensuring optimal use of public resources.
- High level of interest in the accountability of public office holders.
- The importance of transparency and openness and the interest that the public has in the decision-making processes of Government.

Contrary to the public interest:

- The recent age of the information was considered and the continuing relevance of the matters.
- Providing an agency with the ability to undertake internal consultation without unnecessary interference.
- Protection of the deliberative processes of Government.
- Release of this information would discourage the flow of free exchange of ideas and options during deliberative processes.
- Preserving the integrity of information-gathering processes, including some internal communications, leading up to the finalisation of decisions.

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- Recognising that internal decision-making processes are required to be undertaken to enable an agency to provide information to the public on matters of concern and interest.
- If such detail was released, it would jeopardise the willingness of Departmental officers to communicate in an open and frank manner.
- Disclosing this information may compromise the manner in which information is gathered in the future for the decision-making processes of Government to the detriment of the betterment for South Australia.

Having considered the various factors weighing for and against disclosure, I have determined that disclosure of this information would, on balance, be contrary to the public interest.

Information that is not within the scope of your request has also been removed from Document 6.

Determination 3

I have determined that access to the following documents is **granted in part**:

Doc No.	Description of document	No. of Pages
4	Email from Principal Advisor to the Chief Executive, Office of the Chief Executive, PIRSA to Principal Legal Services Consultant, Corporate Services PIRSA dated 6/8/2025 and 7/8/2025 re draft agreement to engage Donald M. Anderson	3
5	Email from Principal Advisor to the Chief Executive, Office of the Chief Executive PIRSA to Manager, Finance Business Partnering, Corporate Services PIRSA dated 6/8/2025 and 7/8/2025 re draft agreement to engage Donald M. Anderson	3

The information removed from the above documents is pursuant to Clause 6(1) and Clause 9(1) of Schedule 1 of the Freedom of Information Act.

The information removed pursuant to Clause 6(1) consists of the mobile telephone number of a Departmental officer.

Accordingly, it is considered that disclosure of this information would be an unreasonable intrusion into the privacy rights of the individual concerned.

“9—Internal working documents

(1) A document is an exempt document if it contains matter—

(a) that relates to -

(i) any opinion, advice or recommendation that has been obtained, prepared or recorded; or

(ii) any consultation or deliberation that has taken place, in the course of, or for the purpose of, the decision-making functions of the Government, a Minister or an agency; and

(b) the disclosure of which would, on balance, be contrary to the public interest.”

The information removed pursuant to Clause 9(1) consists of advice obtained for internal decision-making purposes.

In addressing the public interest test for the Clause 9(1) exemption, I have balanced the following factors:

In favour of the public interest:

- Meeting the objects of the Freedom of Information Act favouring access to documents.
- Ensuring optimal use of public resources.
- High level of interest in the accountability of public office holders.
- The importance of transparency and openness and the interest that the public has in the decision-making processes of Government.

Contrary to the public interest:

- The recent age of the information was considered and the continuing relevance of the matters.
- Providing an agency with the ability to undertake internal consultation without unnecessary interference.
- Protection of the deliberative processes of Government.
- Release of this information would discourage the flow of free exchange of ideas and options during deliberative processes.
- Preserving the integrity of information-gathering processes, including some internal communications, leading up to the finalisation of decisions.
- Recognising that internal decision-making processes are required to be undertaken to enable an agency to provide information to the public on matters of concern and interest.
- If such detail was released, it would jeopardise the willingness of Departmental officers to communicate in an open and frank manner.
- Disclosing this information may compromise the manner in which information is gathered in the future for the decision-making processes of Government to the detriment of the betterment for South Australia.

Having considered the various factors weighing for and against disclosure, I have determined that disclosure of this information would, on balance, be contrary to the public interest.

Determination 4

I have determined that access to the following document is **granted in part**:

Doc No.	Description of document	No. of Pages
1	Minute from Director, Office of the Chief Executive, PIRSA to Chief Executive, PIRSA dated 7/8/2025 re approval to engage	3

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	D Anderson to provide expert advice re oceanography and ecology of algal blooms	
2	Standard Goods and Services Agreement – Expert scientific advice on oceanography and ecology of algal bloom dated 11/8/2025	10

The information removed from the above documents is pursuant to Clause 6(1) and 7(1)(c) of Schedule 1 of the Freedom of Information Act which states:

“6 - Documents affecting personal affairs

(1) A document is an exempt document if it contains matter the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead).”

The information removed consists of the following:

- Document 1: Mobile telephone number of a Departmental officer
- Document 2: Address, email address and signatures of third parties.

The term ‘personal affairs’ has been held to involve ‘matters of private concern to an individual’ and the ‘composite collection of activities personal to the individual concerned’.

As a mobile telephone number allows a person, including an officer of an agency, to be contacted outside of business hours and is information that is not ordinarily available to the public, the information is taken to concern the personal affairs of an individual.

Accordingly, it is considered that disclosure of this information would be an unreasonable intrusion into the privacy rights of the individuals concerned.

Clause 7(1)(c) states:

“7 – Documents affecting business affairs

(1) A document is an exempt document –

(c) if it contains matter –

(i) consisting of information (other than trade secrets or information referred to in paragraph (b)) concerning the business, professional, commercial or financial affairs of any agency or any other person; and

(ii) the disclosure of which –

(A) could reasonably be expected to have an adverse effect on those affairs or to prejudice the future supply of such information to the Government or to an agency; and

(B) would, on balance, be contrary to the public interest”

The information removed pursuant to Clause 7(1)(c) consists of the business affairs of a third party.

In favour of the public interest:

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- Meeting the objects of the Freedom of Information Act favouring access to documents.
- Ensuring optimal use of public resources.
- High level of interest in the accountability of public office holders.
- The importance of transparency and openness and the interest that the public has in the decision-making processes of Government.

Contrary to the public interest:

- Protecting the commercial and business interests of third parties.
- The recent age of the information and the ongoing relevance of the matter was considered.
- Disclosure of this information would reveal detail which is considered commercially sensitive to the company concerned.
- The release of this information would discourage the organisation concerned and other third parties from engaging with PIRSA to the detriment of the betterment of South Australia.
- If third parties cannot be assured of confidentiality by Government with respect to their commercially sensitive information, this would have the potential to harm business relationships with Government and hamper future dealings with agencies for the betterment of South Australia.

Having considered the various factors weighing for and against disclosure, I have determined that disclosure of this information would, on balance, be contrary to the public interest.

Determination 5

I have determined that access to the following document is **refused**:

Doc No.	Description of document	No. of Pages
1a	Attachment to Document 1 – Draft Standard Goods and Services Agreement – Expert scientific advice on oceanography and ecology of algal bloom	10
4b	Attachment to Document 4 – Draft Standard Goods and Services Agreement – Expert scientific advice on oceanography and ecology of algal bloom	10
5a	Attachment to Document 5 – Draft Standard Goods and Services Agreement – Expert scientific advice on oceanography and ecology of algal bloom	13

Access to the above documents is refused pursuant to Clause 9(1) of Schedule 1 of the Freedom of Information Act.

In favour of the public interest:

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- Meeting the objects of the Freedom of Information Act favouring access to documents.
- Ensuring optimal use of public resources.
- High level of interest in the accountability of public office holders.
- The importance of transparency and openness and the interest that the public has in the decision-making processes of Government.

Contrary to the public interest:

- The recent age of the document was considered and the continuing relevance of the matters.
- Providing an agency with the ability to undertake internal consultation without unnecessary interference.
- Protection of the deliberative processes of Government.
- Release of this information would discourage the flow of free exchange of ideas and options during deliberative processes.
- Preserving the integrity of information-gathering processes, including some internal communications, leading up to the finalisation of decisions.
- Recognising that internal decision-making processes are required to be undertaken to enable an agency to provide information to the public on matters of concern and interest.
- If such detail was released, it would jeopardise the willingness of Departmental officers to communicate in an open and frank manner.
- Disclosing this information may compromise the manner in which information is gathered in the future for the decision-making processes of Government to the detriment of the betterment for South Australia.

Having considered the various factors weighing for and against disclosure, I have determined that disclosure of this information would, on balance, be contrary to the public interest.

If you are dissatisfied with this determination, you are entitled to exercise your right of review and appeal as outlined in the attached documentation [Making a Freedom of Information Application | State Records of South Australia \(archives.sa.gov.au\)](#), by completing the “FOI Application Form for Internal Review of a Determination” and returning the completed form to:

Freedom of Information Principal Officer
Department of Primary Industries and Regions
GPO Box 1671
ADELAIDE SA 5001

or via email PIRSA.FOI@sa.gov.au

In accordance with the requirements of Premier and Cabinet Circular PC045, details of your application, and the documents to which you are given access, will be published in PIRSA’s disclosure log. A copy of PC045 can be found at http://dpc.sa.gov.au/data/assets/pdf_file/0019/20818/PC045-Disclosure-Log-Policy.pdf

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If you disagree with publication, please advise the undersigned in writing within fourteen calendar days from the date of this determination.

Should you require further information or clarification with respect to this matter, please contact Ms Lisa Farley, Senior Freedom of Information Advisor on 8429 0422 or email PIRSA.FOI@sa.gov.au.

Yours sincerely

A handwritten signature in black ink, appearing to read 'M. Griffiths', written in a cursive style.

Michelle Griffiths

Accredited Freedom of Information Officer
DEPARTMENT OF PRIMARY INDUSTRIES AND REGIONS



Minute to CHIEF EXECUTIVE

Ref: A7066951

For	Approval
Critical Date	11 August 2025
Subject	Approval to engage Donald M. Anderson to provide expert advice

Synopsis

You are seeking to engage the services of Donald M. Anderson to provide you with expert advice in relation to the oceanography and ecology of algal blooms. This minute seeks your approval of the consultancy and to provide a letter of offer to Donald M. Anderson.

Recommendations

That you:

1. Approve the proposed agreement.
APPROVED / NOT APPROVED
2. Sign the attached letter of offer to Donald M. Anderson.
SIGNED / NOT SIGNED

A handwritten signature in black ink, appearing to read 'Mehdi Doroudi', written over a horizontal dotted line.

Mehdi Doroudi
Chief Executive

7/8/2025

Background

- Donald M. Anderson is the Senior Scientist, Biology Department and Director, Cooperative Institute for the North Atlantic Region and Director, US National Office for Harmful Algal Blooms at the Woods Hole Oceanographic Institution.
- Don Anderson is a Senior Scientist in the Biology Department of the Woods Hole Oceanographic Institution. He earned three degrees from MIT – a BS in Mechanical Engineering in 1970, and a MS (1975) and PhD in Civil and Environmental Engineering in 1977. He joined the scientific staff at WHOI in 1978. He has received the following awards: the Stanley W. Watson Chair for Excellence in Oceanography (WHOI, 1993), the NOAA Environmental Hero award (1999), the Dr. David L. Belding Award (Massachusetts Marine Fisheries Advisory Commission, 2005), the Yasumoto Lifetime Achievement Award (the International Society for the Study of Harmful Algae, 2006), the Bostwick H. Ketchum Award (2017), and the Lifetime Research and Service Award from the US National Harmful Algal Bloom Committee. Anderson is the former director of WHOI's Coastal Ocean Institute (COI), and presently serves as Director of the Cooperative Institute for North Atlantic Research (CINAR). Anderson also serves as Director of the U.S. National Office for Harmful Algal Blooms.
- His research focus is on toxic or harmful algal blooms (HABs), commonly called “red tides”. His research ranges from molecular and physiological studies of growth, sexuality, and toxin production to the large-scale oceanography and ecology of the “blooms” of these microorganisms, including numerical modelling, forecasting, and a range of monitoring and management strategies, many reliant on novel instrumentation and biosensors. Another new area of research is on the effects of climate change and global warming on HABs and coastal communities. Anderson is heavily involved in national and international program development for research, monitoring, and management of red tides, marine biotoxins, and HABs. He has testified nine times before Congressional committees and has been actively involved in legislation and appropriations related to HABs and hypoxia.
- He is the author, co-author, or editor of over 330 scientific papers and 14 books.

Discussion

- Following discussions with Donald Anderson in August 2025, it was identified that a visit by Donald to Adelaide South Australia to provide you with expert advice in relation to the oceanography and ecology of algal blooms, to support the delivery of the South Australian Government's package to respond to and recover from the current algal bloom in South Australia.
- A standard goods and services agreement has been drafted to engage Donald Anderson as a consultant until 30 October 2025, in order to support the proposed visit to South Australia.
- A proposed agreement is provided for your consideration at **Attachment A**, and a proposed letter of offer at **Attachment B**.

Consultation and engagement

- PIRSA Contracts and Legal has reviewed the proposed Goods and Services Agreement.
- Donald Anderson has reviewed and endorsed a draft version of the agreement.

Financial implications

- Donald Anderson’s consultancy rate is USD ^{Clause 7(1)}_(c) per day (no GST payable) up to a maximum upper limiting fee of USD ^{Clause 7(1)}_(c) (5 days).
- The Government Party will additionally reimburse the Supplier for any reasonable travel costs incurred by the Supplier subject to having received prior approval for any expenditure from the Government Party Contract Manager.
- Funds for this consultancy will be met by the Office of the Chief Executive.

Attachments

- A. Standard Goods and Services Agreement – Donald M. Anderson
- B. Letter of offer – Donald M. Anderson



DIRECTOR

Office of the Chief Executive

7 / 8 / 2025

CONTACT	Ann Barclay
POSITION	Director
DIVISION	Office of the Chief Executive
MOBILE and LANDLINE	^{Clause 6(1)} _(c)
PREPARED BY	Alisha Green, Principal Advisor to the Chief Executive

**Government of South Australia**Department of Primary Industries
and Regions

Our reference: XXXXX

**OFFICE OF THE CHIEF
EXECUTIVE**Level 21
11 Waymouth Street
ADELAIDE SA 5000
GPO Box 1671
Adelaide SA 5001
DX 667
Tel (08) 8429 0216www.pir.sa.gov.au

Donald M. Anderson

6(1)

Dear Donald

I wish to thank you for agreeing to visit Adelaide, South Australia to provide expert advice in relation to the oceanography and ecology of algal blooms.

Please find attached the final version of the contract for your execution.

Can you please:

- Print the signing page (page 1) and sign where indicated; and
- Scan the page back into electronic format.

Alternatively, you could apply your signature to the PDF document electronically.

Please email the signed page or document to Alisha Green at alisha.green@sa.gov.au.

If you require further information or have any questions, please contact Alisha via email or telephone on +61 8 8429 2542.

You will be provided with a fully executed electronic copy of this agreement following countersigning.

Yours sincerely

Prof Mehdi Doroudi PSM
CHIEF EXECUTIVE

/ /2025

STANDARD GOODS AND SERVICES AGREEMENT
Expert scientific advice on oceanography and
ecology of algal bloom



Government
of South Australia

AGREEMENT made on 11 of August 2025

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3) and the Special Conditions (Attachment 4) will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

EXECUTED AS AN AGREEMENT

SIGNED by a duly authorised officer for and on)
behalf of **THE GOVERNMENT PARTY NAMED**)
IN ITEM 1 OF ATTACHMENT 1 in the presence)
of:)

avounasis

Witness signature

Angela Vounasis

Witness name

Authorised officer signature

Professor Mehdi Doroudi

Authorised officer name

EXECUTED by **THE PARTY NAMED IN ITEM 2**)
OF ATTACHMENT 1 in the presence of:)

6(1)

Witness signature

Kathleen A. Hudock

Witness name

6(1)

Party signature

Donald Anderson

Party name

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Attachment 1 - Agreement Details

Item 1	Government Party	Minister for Primary Industries and Regional Development (acting through the Department of Primary Industries and Regions) ABN 53 763 159 658 Level 10, 1 King William Street, Adelaide, South Australia, Australia 5000
Item 2	Supplier	Donald M Anderson 6(1)
Item 3	Commencement Date	Upon execution of this agreement by both parties.
Item 4	Expiry Date	30 October 2025
Item 5	Extension Period	Not applicable.
Item 6	Supplier's ABN	Not applicable. Registered for GST: No
Item 7	Contract Managers	Government Party: Alisha Green Principal Advisor to the Chief Executive Office of the Chief Executive Department of Primary Industries and Regions (PIRSA) Ph: +61 8 8429 2542 Alisha.green@sa.gov.au Supplier: Donald M. Anderson 6(1)
Item 8	Named Persons	Not applicable.
Item 9	Details of Goods	Not applicable.
Item 10	Delivery Date Delivery Point	Not applicable. Not applicable.
Item 11	Installation Date	Not applicable.
Item 12	Warranty Period	Not applicable.
Item 13	Details of Services	The Supplier will visit Adelaide, South Australia and provide expert advice as requested by the Chief Executive of PIRSA (or delegate) in relation to the oceanography and ecology of algal blooms.
Item 14	Delivery Date Delivery Point	Delivery Dates and Points to be agreed upon by both parties during the engagement.

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Item 15	Reports and Manuals	Not applicable.
Item 16	Milestone Dates	Not applicable.
Item 17	Price and Payment (including address for invoices)	<p>Price: Daily rate of USD ^{Clause 7(1)(c)} for the dates the Supplier is present and supplying services in Adelaide, South Australia up to a maximum upper limiting fee of USD ^{Clause 7(1)(c)} (5 days).</p> <p>The Government Party will additionally reimburse the Supplier for any reasonable travel costs incurred by the Supplier subject to having received prior approval for any expenditure from the Government Party Contract Manager.</p> <p>Manner of Payment: Within 15 days upon receipt of a valid invoice.</p> <p>The invoice is to contain details of the scope of work and associated time charged.</p> <p>Invoice to be addressed and sent to: nirsa.oco@sa.gov.au, cc. Government Party Contract Manager gsna.green@sa.gov.au.</p>
Item 18	Insurances Public Liability Insurance	Not less than AUD \$1,000,000
Item 19	Liability Limit	2 x the aggregate value of the contract
Item 20	Other Termination Rights	Not applicable.
Item 21	Approved Subcontractors	Not applicable.
Item 22	Additional Personnel Checks	Not applicable.
Item 23	Notice Period for Termination for Convenience	5 Business Days

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

3. SUPPLY OF GOODS (IF APPLICABLE)

- 3.1 If Goods are being supplied under this Agreement then the Supplier must:
- supply the Goods in accordance with this Agreement;
 - sell the Goods without encumbrance;
 - deliver the Goods to the Delivery Point on or before the Delivery Date;
 - comply with the Government Party's reasonable directions and delivery instructions;
 - if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;
 - provide test evidence for the Goods if required; and
 - if indicated in Attachment 1, install the Goods on or before the Installation Date.
- 3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.
4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)
- 4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.
- 4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.
- 4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:
- on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
 - if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.
- 4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.
- 4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:
- resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
 - repair the Goods.
- 4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.
- 4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

5. WARRANTY PERIOD (IF APPLICABLE)

- 5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:
- replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or

- refund the Price.

6. SUPPLY OF SERVICES (IF APPLICABLE)

- 6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- 6.3 The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 6.4 The Supplier must ensure that Services are delivered:
- to the Delivery Point on or before the Delivery Date;
 - to a standard that meets or exceeds the Service Levels;
 - in accordance with the warranties in clause 9.4; and
 - by any Milestone Dates.
- 6.5 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

8. SERVICE VARIATION (IF APPLICABLE)

- 8.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:
- any impacts on the timing of or completion of tasks;
 - the varied price and payment arrangements; and
 - any changes to the terms that apply to the performance of the Services.
- 8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 8.3 If the Parties agree in writing to the terms of the Variation then:
- the Supplier must perform the Services as varied by the Variation;
 - the Government Party must pay the varied price;
 - the terms and conditions of the Agreement are varied by the terms of the Variation.

9. SUPPLIER'S WARRANTIES

- 9.1 If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:
- conform with any description applied and any sample provided by the Supplier;
 - are new (unless otherwise specified);
 - are free from defects in materials, manufacture and workmanship;
 - conform to any applicable Australian Standards or other standards nominated in this Agreement;
 - conform to the Specifications and any technical Specifications provided by the Supplier;
 - are of merchantable quality;
 - are installed correctly (if the Supplier is responsible for installation);
 - are fit for their intended purpose; and
 - are manufactured and supplied without infringing any person's Intellectual Property Rights.

- 9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.
- 9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.
- 9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:
- (a) comply with the description of the Services in Attachment 1;
 - (b) be provided with due care and skill;
 - (c) be provided in a timely and efficient manner;
 - (d) be provided in accordance with the best practices current in the Supplier's industry;
 - (e) be supplied without infringing any person's Intellectual Property Rights;
 - (f) be performed by the Supplier and/or the Supplier's Personnel; and
 - (g) be supplied in the most cost-effective manner consistent with the required level of quality and performance.

10. SUPPLIER'S PERSONNEL

- 10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel to, the conduct of a police check or any Additional Personnel Checks.
- 10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, then the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.
- 10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.
- 10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.

11. PRICE AND PAYMENT

- 11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.
- 11.2 Unless otherwise expressly stated the Price is inclusive of GST.
- 11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.

12. GST

- 12.1 Subject to clause 12.2 the Supplier represents that:
- (a) the ABN shown in Attachment 1 is the Supplier's ABN; and
 - (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth),
- 12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 13.2 The Supplier grants to the Government Party and the State a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.

14. INSURANCE

- 14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.

15. LIABILITY LIMIT

- 15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

16. CONFIDENTIAL INFORMATION

- 16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party.
- 16.2 The Supplier may disclose Confidential Information belonging to the Government Party:
- (a) if it has obtained the written consent of the Government Party;
 - (b) if the disclosure is to a member of the Supplier's Personnel:
 - (i) only to the extent that and for so long as is necessary for the purpose of performing the Agreement; and
 - (ii) provided the member is made aware of the confidential nature of the Confidential Information;
 - (c) as required by law or a court order; or
 - (d) for the purposes of prosecuting or defending proceedings.
- 16.3 The Supplier must ensure that Confidential Information is:
- (a) protected at all times in accordance with clause 17; and
 - (b) clearly identified and marked as "CONFIDENTIAL".
- 16.4 If the Supplier or any member of the Supplier's Personnel is or anticipates being legally compelled to disclose Confidential Information, the Supplier must:
- (a) immediately notify the Government Party;
 - (b) at the Government Party's direction, assist and take such reasonable steps as the Government Party may require in respect of such disclosure (any legal proceedings taken as specifically directed by the Government Party to be at the Government Party's expense); and
 - (c) take all lawful measures available to oppose or restrict that disclosure, and (to the extent practicable) make disclosure on terms which will preserve the confidentiality of the Confidential Information to the maximum extent possible.
- 16.5 The Government Party may disclose Confidential Information belonging to the Supplier:
- (a) if it has obtained the written consent of the Supplier;
 - (b) to an employee, contractor, agent or adviser of the Government Party, on a "need to know" and confidential basis;
 - (c) as required by law or a court order;
 - (d) for the purposes of prosecuting or defending any legal proceedings;
 - (e) to the Australian Competition and Consumer Commission (ACCC) if the Government Party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement;
 - (f) to Parliament, the Governor, Cabinet, any Minister of the Crown or Parliamentary or Cabinet Committee; or
 - (g) to any agency, authority, instrumentality, Minister or Officer of the State of South Australia (whether or not the Government Party is legally obliged to do so).

17. SENSITIVE DATA AND CYBER REQUIREMENTS

- 17.1 The Supplier must only use the Sensitive Data to the extent necessary to perform its obligations under this Agreement.
- 17.2 The Supplier must prohibit and prevent any of the Supplier's Personnel who do not have the police checks or Additional Personnel Checks from accessing Sensitive Data, unless approved by the Government Party in writing.
- 17.3 The Supplier must:
- (a) ensure that all Sensitive Data is protected at all times from unauthorised access, transfer, abandonment, misuse, interference, damage and destruction;
 - (b) maintain protective measures for Sensitive Data in accordance with good industry practice, including:

- (i) physical protections;
 - (ii) strong password policies to authenticate any access to Sensitive Data (including password length, special characters, expiry and multi-factor authentication); and
 - (iii) any other security control measures notified by the Government Party to the Supplier from time to time;
- (c) regularly monitor, review and update its protective measures to respond to the evolving security risk environment; and
- (d) not send or store Sensitive Data outside of Australia or allow any of the Supplier's Personnel located outside of Australia to access Sensitive Data, unless approved by the Government Party in writing.

18. DATA INCIDENT

- 18.1 The Supplier must in respect of any Incident:
- (a) promptly (and within 24 hours) notify the Government Party in writing and provide details about the Incident and the affected Sensitive Data, including but not limited to:
 - (i) whether any Sensitive Data has been compromised, deleted, altered, copied or manipulated in any manner; and
 - (ii) whether a weakness in the Supplier's systems or security program permitted the Incident;
 - (b) promptly implement appropriate measures to contain and mitigate the impacts, remedy, and prevent a recurrence of the Incident;
 - (c) promptly comply with the Government Party's directions in respect to the Incident; and
 - (d) promptly provide such further information and take such further action as the Government Party may reasonably require.

19. PRIVACY

- 19.1 The Supplier must comply with the Information Privacy Principles as if the Supplier were an "agency" for the purposes of the Information Privacy Principles in undertaking its obligations under this Agreement including in relation to all Personal Information received, created or held by it for the purposes of this Agreement.

20. SET-OFF

Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.

21. DISPUTE RESOLUTION

- 21.1 Subject to clause 21.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 21.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.
- 21.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.
- 21.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

22. ENDING THIS CONTRACT

- 22.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:
- (a) the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;
 - (b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;
 - (c) the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;

- (d) the Supplier fails to comply with a notice issued under clause 10.2;
- (e) the Supplier fails to disclose a conflict of interest, fails to avoid or resolve the conflict of interest to the Government Party's satisfaction, or fails to comply with the Government Party's directions under clause 26;
- (f) any Other Termination Right occurs; or
- (g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.

22.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attachment 1 ("**Notice Period for Termination for Convenience**").

22.3 If the Government Party terminates this Agreement in accordance with clause 22.2:

- (a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and
- (b) the Supplier must comply with all reasonable directions given by the Government Party.

22.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.

23. EFFECT OF ENDING THIS CONTRACT

23.1 Unless otherwise approved by the Government Party, on termination or expiry of this Agreement, the Supplier must:

- (a) immediately provide to the Government Party:
 - (i) all originals and copies of the Sensitive Data held by the Supplier in a format determined by the Government Party; and
 - (ii) any reports or manuals required to be supplied to the Government Party under this Agreement; and
- (b) conduct such further data removal measures to permanently delete and destroy all copies of the Sensitive Data held by the Supplier, as may be required by the Government Party,

provided that the Supplier may retain such Sensitive Data as is necessary for the Supplier to comply with the requirements of any law or professional rules that apply to the Supplier.

23.2 The Supplier must provide evidence satisfactory to the Government Party that it has complied with clause 23.1.

23.3 Any termination of this Agreement by either Party does not affect any accrued right of either Party.

23.4 Despite termination or completion of this Agreement, this clause 23 and clauses 9, 13, 14, 15, 16, 17, 18, 19, 24 and those Special Conditions that by their nature remain in force, shall survive.

24. AUDIT

- 24.1 The Government Party may (itself or through a third party) audit the Supplier's compliance with any or all of its obligations under this Agreement.
- 24.2 The Supplier must cooperate with the auditor's reasonable requirements and allow sufficient access to the Supplier's records, information systems and Supplier's Personnel.
- 24.3 In conducting any audit under this clause, the Government Party (and its auditor) must use reasonable endeavours to minimise any inconvenience to the Supplier.

25. SUBCONTRACTING

- 25.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.
- 25.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.

26. CONFLICT OF INTEREST

- 26.1 The Supplier warrants that, at the date of signing this Agreement, no conflict of interest exists or is reasonably foreseeable in relation to its performance of this Agreement that it has not already disclosed to the Government Party.
- 26.2 If an actual or potential conflict of interest arises or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement:
- (a) the Supplier must immediately disclose the actual or potential conflict in writing to the Government Party;
 - (b) the Supplier must do all things necessary to avoid or resolve the actual or potential conflict of interest to the Government Party's satisfaction; and
 - (c) the Government Party may issue directions to the Supplier in respect of the actual or potential conflict of interest and the Supplier must comply with such directions.

27. COMPLIANCE WITH LAWS

The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.

28. GOVERNING LAW AND JURISDICTION

- 28.1 This Agreement is governed by the laws in the State of South Australia.
- 28.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.

29. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.

30. NO ASSIGNMENT

- 30.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.
- 30.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

31. MODIFICATION

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

32. SEVERANCE

- 32.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
- 32.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

33. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.

34. WORK HEALTH & SAFETY

- 34.1 The Supplier must comply with the *Work Health and Safety Act 2012 (SA)* at all times, regardless of whether the Government Party issues direction in that regard or not.
- 34.2 If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.

35. ACTING ETHICALLY

The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009 (SA)*) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

36. INTERPRETATION

- 36.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.
- 36.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:
- (a) Special Conditions (Attachment 4);
 - (b) Standard Terms and Conditions (Attachment 2); and
 - (c) the other Attachments.
- 36.3 In this Agreement (unless the context requires otherwise):
- (a) a reference to any legislation includes:
 - (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
 - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
 - (b) a word in the singular includes the plural and a word in the plural includes the singular;
 - (c) a reference to two or more persons is a reference to those persons jointly and severally;
 - (d) a reference to dollars is to Australian dollars;
 - (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

37. SPECIAL CONDITIONS

The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.

Attachment 3 - Glossary of Defined Terms

NOTE: Not all terms may be required for a particular procurement

In this Agreement:

- (a) **"Acceptance Date"** means the date that the Goods are accepted by the Government Party;
- (b) **"Additional Personnel Checks"** means the checks and clearances specified in Attachment 1;
- (c) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (d) **"Business Day"** means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (e) **"Cartel Conduct"** means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (f) **"Code of Ethics for the South Australian Public Sector"** is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (g) **"Confidential Information"** means information which is identified either as confidential information (if disclosed by the Government Party or received by the Supplier in performing its obligations under this Agreement) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (h) **"Consultancy Services"** means services provided by Consultants;
- (i) **"Consultant"** has the same meaning as in DPC027 *Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (j) **"Delivery Date"** means the date and time specified in Attachment 1 for delivery of the Goods or the supply of the Services;
- (k) **"Delivery Point"** means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (l) **"Extension Period"** means the period by which the Agreement is extended as specified in Attachment 1;
- (m) **"Goods"** means the goods specified in Attachment 1;
- (n) **"GST"** means the tax imposed by the GST Law;
- (o) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (p) **"Incident"** means any actual or suspected:
 - (i) unauthorised access, misuse, interference, transfer, abandonment, damage or destruction of Sensitive Data;
 - (ii) contravention of the Supplier's obligations under clauses 16, 17, or any additional Sensitive Data or confidentiality obligations of the Supplier set out in the Special Conditions; and
 - (iii) other security breach or data breach that may affect the Supplier's ability to perform its obligations under this Agreement.
- (q) **"Installation Date"** means the date specified in Attachment 1 for the installation of the Goods;
- (r) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;
- (s) **"Information Privacy Principles"** means the South Australian Government Information Privacy Principles (a copy of which can be found at <https://www.dpc.sa.gov.au/resources-and-publications/premier-and-cabinet-circulars>) as may be updated from time to time;
- (t) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (u) **"Measurement Period"** means the period over which the performance of a Service Level is measured;
- (v) **"Milestone Dates"** means dates by which Services must be delivered as specified in Attachment 1;
- (w) **"Named Persons"** means the persons specified in Attachment 1;
- (x) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (y) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (z) **"Party"** means a party to this Agreement;
- (aa) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonable be ascertained, from the information or opinion;
- (bb) **"Purchase Order"** means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (cc) **"Price"** means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (dd) **"Sensitive Data"** means either or both of:
 - (i) the Government Party's Confidential Information; and
 - (ii) Personal Information received, created or held by the Supplier for the purposes of this Agreement;
- (ee) **"Service Levels"** means the service levels (if any) specified in the Specifications;
- (ff) **"Services"** means the services specified in Attachment 1;

- (gg) "**Special Conditions**" means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (hh) "**Specifications**" means the detailed description of the Goods/Services in Attachment 5;
- (ii) "**State**" means the Crown in right of the State of South Australia, including its agencies and instrumentalities;
- (ij) "**Supplier Personnel**" means any Approved Subcontractors, employees, and any other person employed or engaged by the Supplier to perform (directly or indirectly) this Agreement and includes the Named Persons;
- (kk) "**Term**" means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension; and
- (ll) "**Warranty Period**" means the period specified in Attachment 1.

Attachment 4 - Special Conditions

38. CONSULTANCY

- 38.1 All references to "the Supplier" are replaced by "Consultant" and all references to "Price" are replaced by "Fees" in the Agreement.
- 38.2 The Services must be performed personally by the Named Persons.
- 38.3 The Government Party may give reasonable instructions to the Consultant about the performance of the Services and the Consultant must comply with those instructions, including provision of additional reports, attendance at meetings and the making of presentations.
- 38.4 The Consultant must effect and maintain professional indemnity insurance during the Agreement at the minimum level of cover required in the ordinary course of the Consultant's business and such cover must continue for three years after the expiry of the Agreement.
- 38.5 The following paragraphs replace the second subclause of the Intellectual Property Rights clause in the Agreement.
 - (a) Subject to the first subclause of the Intellectual Property Rights clause in the Agreement, title and all Intellectual Property Rights in the reports and other materials vests in the Government Party on creation.
 - (b) The Consultant must do anything necessary to vest all Intellectual Property Rights in the reports and other materials in the Government Party.
 - (c) The Consultant grants to the Government Party a perpetual, irrevocable, royalty free, fee free licence to use those of the Consultant's Intellectual Property Rights as necessary for the purpose of using the reports and other materials.
 - (d) The Government Party grants to the Supplier the right to access and use the reports and other materials solely for the purpose of providing the Consultancy Services to the Government Party.
 - (e) Each party grants the other only the licences and rights specified. No other licenses or rights (including licences or rights under patents) are granted.

39. CONTRACT DISCLOSURE

- 39.1 The Government Party may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.
- 39.2 Nothing in this clause derogates from:
 - (a) the Supplier's obligations under any provisions of this Agreement; or
 - (b) the provisions of the *Freedom of Information Act 1991* (SA).

40. RESPECTFUL BEHAVIOURS

- 40.1 The Supplier acknowledges the Government Party's zero tolerance towards men's violence against women in the workplace and the broader community.
- 40.2 The Supplier agrees that, in performing the Services, the Supplier's Personnel will at all times:
 - (a) act in a manner that is non-threatening, courteous and respectful; and
 - (b) comply with any instructions, policies, procedures or guidelines issued by the Government Party regarding acceptable workplace behaviour.
- 40.3 If the Government Party believes that the Supplier's Personnel are failing to comply with the behavioural standards specified in this clause, then the Government Party may in its absolute discretion:
 - (a) prohibit access by the relevant Supplier's Personnel to the Government Party's premises; and
 - (b) direct the Supplier to withdraw the relevant Supplier's Personnel from providing the Services.

41. NO MINIMUM PURCHASE

- 41.1 The Government Party is under no obligation to purchase a minimum quantity of Goods or Services from the Supplier during the Term.

42. NON-EXCLUSIVITY

- 42.1 This Agreement is entered into on a non-exclusive basis.
- 42.2 The Government Party may purchase other goods and services similar to the Goods and Services from other providers.



Our reference: A7066951

**OFFICE OF THE CHIEF
EXECUTIVE**

Level 21
11 Waymouth Street
ADELAIDE SA 5000

GPO Box 1671
Adelaide SA 5001

DX 667

Tel (08) 8429 0216

www.pir.sa.gov.au

Donald M. Anderson

6(1)

Dear Donald

I wish to thank you for agreeing to visit Adelaide, South Australia to provide expert advice in relation to the oceanography and ecology of algal blooms.

Please find attached the final version of the contract for your execution.

Can you please:

- Print the signing page (page 1) and sign where indicated; and
- Scan the page back into electronic format.

Alternatively, you could apply your signature to the PDF document electronically.

Please email the signed page or document to Alisha Green at alisha.green@sa.gov.au.

If you require further information or have any questions, please contact Alisha via email or telephone on +61 8 8429 2542.

You will be provided with a fully executed electronic copy of this agreement following countersigning.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Mehdi Doroudi'.

Prof Mehdi Doroudi PSM
CHIEF EXECUTIVE

7 August 2025

From: [Sheldon, Damaris \(PIRSA\)](#)
To: [Green, Alisha \(PIRSA\)](#)
Subject: FW: FOR REVIEW pls: Draft agreement - Donald M. Anderson, Woods Hole Oceanographic Institution
Date: Thursday, 7 August 2025 2:26:31 PM
Attachments: [CSO-2025-GS-agreement - Donald M Anderson - Woods Hole Oceanographic Institution - DRAFT.docx](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

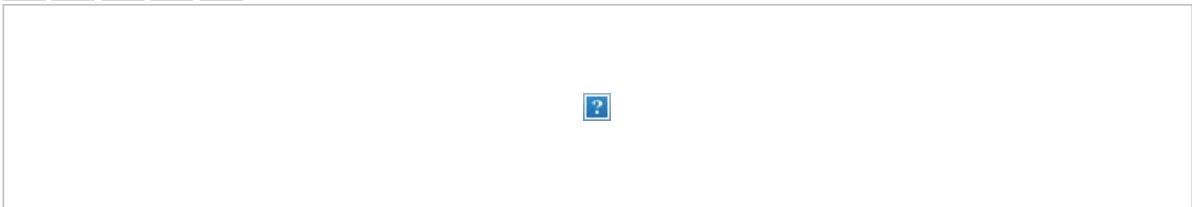
OFFICIAL: Sensitive

Hi Alisha

Noted. [Clause 9\(1\)](#)
[Clause 9\(1\)](#)

Kind regards

Damaris Sheldon | Principal Legal Services Consultant
 Corporate Services | **Department of Primary Industries and Regions**
 Government of South Australia | Level 20 11 Waymouth Street Adelaide SA 5000
 GPO Box 1671 Adelaide SA 5001
P: +61 8 8429 0478 | **M:** + [Clause 6\(1\)](#) | **E:** damaris.sheldon@sa.gov.au
pir.sa.gov.au



The Department of Primary Industries and Regions respects Aboriginal people as the state's first people and nations. We recognise Aboriginal people as traditional owners and occupants of South Australian land and waters. We pay our respects to Aboriginal cultures and to Elders past, present and emerging.

Disclaimer: The information in this email may be confidential and/or legally privileged. Use or disclosure of the information by anyone other than the intended recipient is prohibited and may be unlawful.

From: Green, Alisha (PIRSA) <Alisha.Green@sa.gov.au>
Sent: Thursday, 7 August 2025 1:57 PM
To: Sheldon, Damaris (PIRSA) <Damaris.Sheldon@sa.gov.au>
Subject: RE: FOR REVIEW pls: Draft agreement - Donald M. Anderson, Woods Hole Oceanographic Institution

OFFICIAL: Sensitive

Hi Dami

Providing you with an update on this agreement.

[Clause 9\(1\)](#)

Clause 9(1)

Don Adnerson advised the contract is directly with him, so I have updated the signature block and some of the language included.

Kind regards
Alisha

Alisha Green | Principal Advisor to the Chief Executive
Office of the Chief Executive | **Department of Primary Industries and Regions**
Government of South Australia | 11 Waymouth Street Adelaide SA 5000
GPO Box 1671 Adelaide SA 5001
T: +61 8 8429 2542 | **M:** + Clause 6(1) | **E:** alisha.green@sa.gov.au
pir.sa.gov.au

From: Sheldon, Damaris (PIRSA) <Damaris.Sheldon@sa.gov.au>
Sent: Wednesday, 6 August 2025 4:33 PM
To: Green, Alisha (PIRSA) <Alisha.Green@sa.gov.au>
Subject: FW: FOR REVIEW pls: Draft agreement - Donald M. Anderson, Woods Hole Oceanographic Institution
Importance: High

OFFICIAL: Sensitive

Hello Alisha

Please see my marked up changes and comments.

Clause 9(1)

I briefly scanned the letter. I don't think it is anything that I need to advise on.

Kind regards
Dami

Damaris Sheldon | Principal Legal Services Consultant
Corporate Services | **Department of Primary Industries and Regions**
Government of South Australia | Level 20 11 Waymouth Street Adelaide SA 5000
GPO Box 1671 Adelaide SA 5001
P: +61 8 8429 0478 | **M:** + Clause 6(1) | **E:** damaris.sheldon@sa.gov.au
pir.sa.gov.au



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From: Green, Alisha (PIRSA) <Alisha.Green@sa.gov.au>
Sent: Wednesday, 6 August 2025 3:54 PM
To: PIRSA:Contracts and Legal <PIRSA.ContractsandLegal@sa.gov.au>
Cc: Sheldon, Damaris (PIRSA) <Damaris.Sheldon@sa.gov.au>; Barclay, Ann (PIRSA) <Ann.Barclay@sa.gov.au>
Subject: FOR REVIEW pls: Draft agreement - Donald M. Anderson, Woods Hole Oceanographic Institution
Importance: High

OFFICIAL: Sensitive

Hi Dami

Please find attached draft agreement and cover letter to engage Donald M. Anderson to visit Adelaide, South Australia to provide expert advice in relation to the oceanography and ecology of algal blooms, as required.

As discussed, this is an urgent request relating to the algal bloom response, and your advice by 10am tomorrow 7 August 2025 would be much appreciated.

Please let me know if you have any questions.

Kind regards
Alisha

Alisha Green | Principal Advisor to the Chief Executive
Office of the Chief Executive | **Department of Primary Industries and Regions**
Government of South Australia | 11 Waymouth Street Adelaide SA 5000
GPO Box 1671 Adelaide SA 5001
T: +61 8 8429 2542 | **M:** Clause 6(1) | **E:** alisha.green@sa.gov.au
pir.sa.gov.au

From: [Blight, Timothy \(PIRSA\)](#)
To: [Green, Alisha \(PIRSA\)](#); [Kent, Will \(PIRSA\)](#)
Subject: RE: FOR URGENT ADVICE: Draft agreement - Donald M. Anderson, Woods Hole Oceanographic Institution - reimbursement of GST
Date: Thursday, 7 August 2025 9:22:25 AM
Attachments: [CSO-2025-GS-agreement - Donald M Anderson - Woods Hole Oceanographic Institution.docx](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

OFFICIAL: Sensitive

Hi Alisha

I've made a couple of minor edits that can be seen in track changes.

Clause 9(1)

There is a process for Foreign Currency Payments and a form on the Shared Services website, when it comes to that.

If you need any further assistance please let me know.

Thanks
Tim

From: Green, Alisha (PIRSA) <Alisha.Green@sa.gov.au>
Sent: Wednesday, 6 August 2025 8:57 PM
To: Kent, Will (PIRSA) <Will.Kent@sa.gov.au>; Blight, Timothy (PIRSA) <Timothy.Blight@sa.gov.au>
Subject: FOR URGENT ADVICE: Draft agreement - Donald M. Anderson, Woods Hole Oceanographic Institution - reimbursement of GST
Importance: High

OFFICIAL: Sensitive

Hi Will and Tim

I am preparing a contract to support potential visit by a US algal bloom expert to Adelaide later this month.

Dami has raised a query [Clause 9\(1\)](#)
[Clause 9\(1\)](#).

Can you please consider the highlighted comment below and provide advice on the approach we need to take.

Advice tomorrow morning would be appreciated due to the urgency of this matter.

Kind regards
Alisha

Alisha Green | Principal Advisor to the Chief Executive
Office of the Chief Executive | **Department of Primary Industries and Regions**
Government of South Australia | 11 Waymouth Street Adelaide SA 5000
GPO Box 1671 Adelaide SA 5001
T: +61 8 8429 2542 | **M:** [Clause 6\(1\)](#) | **E:** alisha.green@sa.gov.au
pir.sa.gov.au

From: Sheldon, Damaris (PIRSA) <Damaris.Sheldon@sa.gov.au>
Sent: Wednesday, 6 August 2025 4:33 PM
To: Green, Alisha (PIRSA) <Alisha.Green@sa.gov.au>
Subject: FW: FOR REVIEW pls: Draft agreement - Donald M. Anderson, Woods Hole Oceanographic Institution
Importance: High

OFFICIAL: Sensitive


Hello Alisha

Please see my marked up changes and comments.



I briefly scanned the letter. I don't think it is anything that I need to advise on.

Kind regards
Dami

Damaris Sheldon | Principal Legal Services Consultant
Corporate Services | **Department of Primary Industries and Regions**
Government of South Australia | Level 20 11 Waymouth Street Adelaide SA 5000
GPO Box 1671 Adelaide SA 5001
P: +61 8 8429 0478 | **M:**  | **E:** damaris.sheldon@sa.gov.au
pir.sa.gov.au



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From: Green, Alisha (PIRSA) <Alisha.Green@sa.gov.au>
Sent: Wednesday, 6 August 2025 3:54 PM
To: PIRSA:Contracts and Legal <PIRSA.ContractsandLegal@sa.gov.au>
Cc: Sheldon, Damaris (PIRSA) <Damaris.Sheldon@sa.gov.au>; Barclay, Ann (PIRSA) <Ann.Barclay@sa.gov.au>
Subject: FOR REVIEW pls: Draft agreement - Donald M. Anderson, Woods Hole Oceanographic Institution
Importance: High

OFFICIAL: Sensitive

Hi Dami

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As discussed, this is an urgent request relating to the algal bloom response, and your advice by 10am tomorrow 7 August 2025 would be much appreciated.

Please let me know if you have any questions.

Kind regards

Alisha

Alisha Green | Principal Advisor to the Chief Executive
Office of the Chief Executive | **Department of Primary Industries and Regions**
Government of South Australia | 11 Waymouth Street Adelaide SA 5000
GPO Box 1671 Adelaide SA 5001
T: +61 8 8429 2542 | **M:** Clause 6(1) | **E:** alisha.green@sa.gov.au
pir.sa.gov.au

From: [Vounasis, Angela \(PIRSA\)](#)
To: [Green, Alisha \(PIRSA\)](#)
Subject: RE: A7066951 - contract with Donald Anderson
Date: Monday, 11 August 2025 3:45:59 PM
Attachments: [A7066951 - Final executed contact - Donald Anderson.obr](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[A7066951 - Final executed contact - Donald Anderson.pdf](#)

OFFICIAL

Hi Alisha

See attached.

Thank you
Ange

From: Green, Alisha (PIRSA) <Alisha.Green@sa.gov.au>
Sent: Monday, 11 August 2025 2:58 PM
To: Vounasis, Angela (PIRSA) <angela.vounasis@sa.gov.au>
Subject: A7066951 - contract with Donald Anderson

OFFICIAL

Hi Ange

This relates to A7066951.

Are you able to insert Mehdi's signature and a witness signature?

Kind regards
Alisha

Alisha Green | Principal Advisor to the Chief Executive
Office of the Chief Executive | **Department of Primary Industries and Regions**
Government of South Australia | 11 Waymouth Street Adelaide SA 5000
GPO Box 1671 Adelaide SA 5001
T: +61 8 8429 2542 | **M:** [Clause 6\(1\)](#) | **E:** alisha.green@sa.gov.au
pir.sa.gov.au

From: Donald Anderson [Clause 6\(1\)](#)
Sent: Friday, 8 August 2025 9:36 PM
To: Green, Alisha (PIRSA) <Alisha.Green@sa.gov.au>
Cc: Barclay, Ann (PIRSA) <Ann.Barcly@sa.gov.au>
Subject: Re: [Clause 9\(1\)](#) - visit to Adelaide, South Australia

Dear Alisha:

Attached are the contract, and the ABN statement, both signed. I look forward to learning more about the schedule, particularly what talks, presentations, or discussions you might want me to do. I wonder how

many of the talks will be similar or the same, but just given to different audiences.

Cheers

Don

From: Green, Alisha (PIRSA) <Alisha.Green@sa.gov.au>
Date: Thursday, August 7, 2025 at 7:03 AM
To: Donald Anderson <Clause 6(1)>
Cc: Barclay, Ann (PIRSA) <Ann.Barclay@sa.gov.au>
Subject: RE: <Clause 9(1)> - visit to Adelaide, South Australia

OFFICIAL

Dear Don

I am very pleased to provide you with a letter of engagement from Prof Mehdi Doroudi and the proposed contract. It has been updated with you as the Supplier. If you could sign and return to me, that would be appreciated.

As an international Supplier without an Australian Business Number, for tax purposes we also need a statement signed by you. Could you please also fill in the attached "Statement by a supplier"? You will need to check the reason box: "The supplier is not entitled to an ABN as they are not carrying on an enterprise in Australia".

Please proceed with making your flight booking as outlined in my previous email.

We will continue to work on the itinerary for your days in Adelaide, and I'll be in contact with more details including the accommodation booking and some further guidance to assist you with the focus of the presentations.

If there is any other information I can provide you with to support your visit, please let me know.

We look forward to welcoming you to South Australia!

Kind regards
Alisha

Alisha Green | Principal Advisor to the Chief Executive
Office of the Chief Executive | **Department of Primary Industries and Regions**
Government of South Australia | 11 Waymouth Street Adelaide SA 5000
GPO Box 1671 Adelaide SA 5001
T: +61 8 8429 2542 | **M:** <Clause 6(1)> | **E:** alisha.green@sa.gov.au
pir.sa.gov.au

From: Donald Anderson <Clause 6(1)>
Sent: Wednesday, 6 August 2025 10:44 PM
To: Green, Alisha (PIRSA) <Alisha.Green@sa.gov.au>
Cc: Barclay, Ann (PIRSA) <Ann.Barclay@sa.gov.au>
Subject: Re: <Clause 9(1)> - visit to Adelaide, South Australia

Dear Alisha:

Thank you for a very clear message. These dates will work for me, and the contract and schedule look fine, with one exception. Since this will be a consulting contract, the supplier cannot be my institution, but me as an individual. So you can either list my name as the supplier (Donald M Anderson, [Clause 6\(1\)](#) , or if your organization needs to contract with a more official entity, it could be Anderson Consulting Associates, same address).

I look forward to hearing from you after the task force meeting.

Cheers

Don

From: Green, Alisha (PIRSA) <Alisha.Green@sa.gov.au>
Date: Wednesday, August 6, 2025 at 7:21 AM
To: Donald Anderson <[Clause 6\(1\)](#) >
Cc: Barclay, Ann (PIRSA) <Ann.Barclay@sa.gov.au>
Subject: RE: [Clause 9\(1\)](#) - visit to Adelaide, South Australia

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OFFICIAL

Dear Don

Thank you very much for your responses.

We have put some further thought into the proposed visit today, and would like to provide you with some proposed details to consider:

- Thank you for outlining your air travel needs. ****Please do not make a booking yet.**** The option you have provided for a premium economy airfare with United Airlines via Melbourne (at approx US \$4700) is supported by us. **Pending final confirmation from us that the visit is proceeding**, we would be comfortable with you making the booking and invoicing us.
- It is currently suggested that you would fly out of Boston on 15 August, arriving in Adelaide on 17 August (Sunday morning), and for the return, potentially flying out of Adelaide on the Saturday 23 August (depending on your preferences, you may like to stay longer, but we do understand you have an incredibly busy schedule).
- We would arrange accommodation in Adelaide in the CBD and pay for or reimburse your incidentals (meals, taxis etc).
- The visit is proposed to be for 5 days (Monday 18 to Friday 22 August).
- Key presentations/meetings would likely include:
 - Premier of South Australia, Hon Peter Malinauskas MP and other members of the State Government
 - South Australian Algal Bloom Taskforce
 - SARDI Science staff
 - SA Shellfish Quality Assurance Program staff
 - Fisheries and Aquaculture industry representatives.
- It is proposed to conduct some regional site visits – in particular to consider matters relating to our tuna and shellfish aquaculture industries, fisheries industries and our estuarine environments. These would be day trips from our capital city of Adelaide, arranged and paid for by us.

To document the arrangements between us, we need to put in place a contract. The South Australian Government has a standard service contract that we regularly use for the supply of expert advice to our department. I attach an initial draft of the contract for your review and comment. Please note I am still seeking advice on some matters relating to our Australian Goods and Services Tax (particularly for reimbursing any incidental costs you incur during your visit).

- Of particular importance, could you please advise who the supplier is that we would be contracting with?

The next meeting of the South Australian Algal Bloom Taskforce is tomorrow 7 August. Prof Mehdi Doroudi will discuss the proposed visit at that meeting, and we will provide further advice to you following the meeting.

In the meantime, it would be appreciated if you could please let me know if you have any feedback on the proposed arrangements (such as length of stay) and the draft contract.

Thank you!

Kind regards
Alisha

Alisha Green | Principal Advisor to the Chief Executive
Office of the Chief Executive | **Department of Primary Industries and Regions**
Government of South Australia | 11 Waymouth Street Adelaide SA 5000
GPO Box 1671 Adelaide SA 5001
T: +61 8 8429 2542 | **M:** [Clause 6\(1\)](#) | **E:** alisha.green@sa.gov.au
pir.sa.gov.au

From: Donald Anderson <[Clause 6\(1\)](#)>
Sent: Wednesday, 6 August 2025 12:15 AM
To: Green, Alisha (PIRSA) <Alisha.Green@sa.gov.au>
Cc: Barclay, Ann (PIRSA) <Ann.Barclay@sa.gov.au>
Subject: Re: [Clause 9\(1\)](#) visit to Adelaide, South Australia

Dear Alisha:

Below are some responses to your questions.

[Clause 9\(1\)](#)



Clause 9(1)

So, those are some thoughts. Please let me know how you would like to proceed.

Cheers

Don

Donald M. Anderson
Senior Scientist, Biology Department and
Director, Cooperative Institute for the North Atlantic Region (CINAR)
Director, US National Office for Harmful Algal Blooms
Woods Hole Oceanographic Institution
Mail Stop 32, Redfield 332
Woods Hole MA 02543-1049 USA

E-Mail: [Clause 6\(1\)](#)
Lab web <http://www.whoi.edu/groups/andersonlab/>
CINAR web: <http://www.cinar.org><http://www.cinar.org/>
Harmful Algae page: <http://www.whoi.edu/redtide>
Facebook: <http://www.facebook.com/pages/HarmfulAlgae/210160985681846?sk=wall>
Voice: 1 508 289 2351
Cell: [Clause 6\(1\)](#)

From: Green, Alisha (PIRSA) <Alisha.Green@sa.gov.au>
Date: Tuesday, August 5, 2025 at 4:16 AM
To: Donald Anderson <[Clause 6\(1\)](#)>
Cc: Barclay, Ann (PIRSA) <Ann.Barcly@sa.gov.au>
Subject: RE: [Clause 9\(1\)](#) - visit to Adelaide, South Australia

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Dear Don

Further to Prof Mehdi Doroudi's email below, I am writing to seek some more specific details regarding our proposed visit by you to Adelaide, South Australia, as we are very interested in hosting you here and holding further discussions and presentations.

Can you please consider and provide some further information about the following matters:

- Potential dates for a visit, including length of stay.

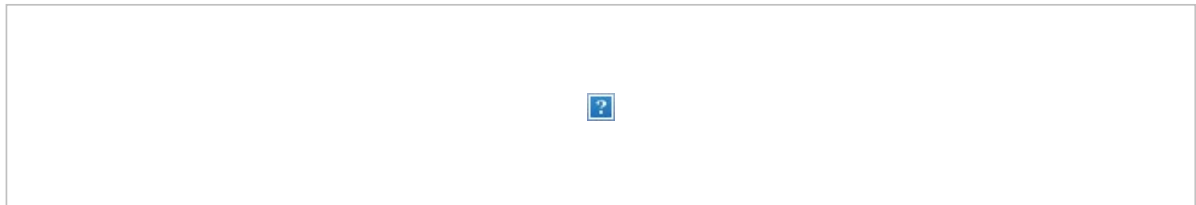
- Your preferences for a return economy flight to Adelaide. It seems that Emirates and Qatar Airways offer the most direct routes between Boston and Adelaide.
- Your preferences for travel bookings, whether you would like PIRSA (us) to make the bookings, or whether you would prefer one of your staff to make the bookings (with PIRSA endorsement of costs).
- Details about your consulting arrangements and any fees.

Thank you for your consideration of these details. We look forward to receiving further information from you, and hope to host you here in Adelaide soon.

Please let me know if there is any information you require from us, and we will get back to you as soon as we can.

Kind regards
Alisha

Alisha Green | Principal Advisor to the Chief Executive
Office of the Chief Executive | **Department of Primary Industries and Regions**
Government of South Australia | 11 Waymouth Street Adelaide SA 5000
GPO Box 1671 Adelaide SA 5001
T: +61 8 8429 2542 | **M:** +^{Clause 6(1)} | **E:** alisha.green@sa.gov.au
pir.sa.gov.au



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From: Doroudi, Mehdi (PIRSA) <Mehdi.Doroudi@sa.gov.au>
Sent: Tuesday, 5 August 2025 9:33 AM
To: Donald Anderson <^{Clause 6(1)}>
Cc: Steer, Michael (PIRSA-SARDI) <Michael.Steer@sa.gov.au>; Barclay, Ann (PIRSA) <Ann.Barclay@sa.gov.au>
Subject: RE: modified clay

OFFICIAL

Hello again Don,

Can you please provide me with your earliest availability that you can travel to Adelaide? We may want to stage our approach, to have you first here ^{Clause 9(1)}

I also like you to know that through our Ambassador in the US we have been connected to a few other experts in the US that I will run Teams meetings with them over the coming days. They are ^{Clause 6(1)}, ^{Clause 6(1)} and ^{Clause 6(1)}.

Also any chance you could send me more information on the Clause 9(1) that you mentioned during our meeting. I would like to know more about their specifics Clause 9(1)

Look forward to hearing from you.

Regards

Mehdi

From: Doroudi, Mehdi (PIRSA) <mehdi.doroudi@sa.gov.au>
Sent: Sunday, 3 August 2025 10:54 AM
To: Donald Anderson Clause 6(1)
Cc: Steer, Michael (PIRSA-SARDI) <Michael.Steer@sa.gov.au>; Barclay, Ann (PIRSA) <Ann.Barclay@sa.gov.au>
Subject: RE: modified clay

Dear Don,

It was great to e-meet you and I found our discussion both informative and productive.

We are meeting with Clause 9(1) next week. They are the group mentioning you in their correspondence to us. We would like to better understand their capabilities.

Out of Scope

Yes I have been thinking of inviting international experts to come along to first hand inspect what is happening on the ground and to further assist us with mitigation processes. Would you be able to give me an indication of your availability over the next few weeks? I assume for Clause 6(1) I need to send him an invitation to apply for visa

I would suggest we connect again towards the end of this coming week or next week to further discuss details.

Regards

Mehdi

Professor Mehdi Doroudi, PSM, GAICD | Chief Executive
Office of the Chief Executive | **Department of Primary Industries and Regions**
Government of South Australia | Level 21, 11 Waymouth Street, Adelaide SA 5000
GPO Box 1671 Adelaide SA 5001
P: Clause 6(1) | **E:** Mehdi.Doroudi@sa.gov.au
pir.sa.gov.au

EA contact details: Sonja Touli
E: sonja.touli@sa.gov.au M: Clause 6(1)



