

**Commonwealth Deed – Supply of Goods and Services Related to Amateur
Radio Qualifications**

**Deed for the Supply of Goods and Services related to Amateur
Radio Qualifications**

PARTIES:

COMMONWEALTH OF AUSTRALIA ABN 55 386 169 386 represented by the accountable authority of the Australian Communications and Media Authority (**the Customer**)

and

UNIVERSITY OF TASMANIA through its institute the Australian Maritime College ABN 30 764 374 782 (the **Supplier**)

RECITALS:

- A. Section 119 of the *Radiocommunications Act 1992* (**the Act**) allows the Australian Communications and Media Authority (**the ACMA**) to determine that persons operating transmitters under a class of transmitter licences specified in an instrument must be qualified operators. The *Radiocommunications (Qualified Operators) Determination 2016* sets out that persons must be qualified operators to operate transmitters under transmitter licences that are amateur licences.
- B. Section 121 of the Act provides, among other things, that the ACMA may issue to an applicant a certificate of proficiency in writing certifying that the holder of the certificate is taken to be a qualified operator in relation to a specified class of licences. Under section 122 of the Act, the ACMA must not issue a certificate of proficiency unless, among other things, the ACMA is satisfied that the applicant has achieved or would probably achieve satisfactory results in examinations conducted by a body or organisation approved by the ACMA.
- C. Subsection 122A(1) of the Act allows the ACMA to delegate the power to issue a certificate of proficiency to a body or organisation approved by the ACMA to conduct examinations for the purposes of section 122 of the Act.
- D. Subsection 122A(2) of the Act prohibits the body or organisation that has been delegated the power to issue a certificate of proficiency from making a final decision refusing to issue a certificate of proficiency. If a decision is made not to issue the certificate, the application must be referred for a final decision to the ACMA or a Division of the ACMA.
- E. The Customer and the Supplier enter this Deed to facilitate the approval of the Supplier to conduct examinations by the ACMA under section 122 of the Act, and the delegation to the Supplier of the power to issue certificates of proficiency under section 122A of the Act.

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C.C.1 Background:

The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.

Some terms used in the Deed have been given a special meaning. Their meanings are set out either in the *Commonwealth Contracting Suite Glossary*, in Schedule 1 or Schedule 2.

C.C.2 Relationship of the Parties:

Except as specified in clause C.B.11 of the *Additional Deed Terms*, neither party is the employee, agent, officer or partner of the other party nor, by virtue of this Deed, authorised to bind or represent the other party.

The Supplier must ensure that its officers, employees, agents or Contractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

In all dealings related to the Deed, the parties agree to:

- (a) communicate openly with each other and cooperate in achieving the objectives of the Deed; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
- (e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Deed.

If any conflict or potential conflict arises during the Term of this Deed, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

The Deed is comprised of:

- (a) *Additional Deed Terms* (if any) set out in Schedule 1 to the Deed;
- (b) *Statement of Work* set out in Schedule 2 to the Deed;
- (c) clauses C.C.1 to C.C.22 of the Deed;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Deed Appendix i – ~~iii~~ – Supplementary information* (if any),

unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Deed, the document appearing higher in the list will have precedence.

The Deed may be signed, sealed and delivered, and dated, by the parties on separate, but identical, copies. All signed copies constitute one (1) agreement.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Deed.

C.C.6 Entire Agreement:

The Deed represents the Parties' entire agreement in relation to the subject matter, at the time this Deed was agreed.

Anything that occurred before the making of this Deed shall be disregarded (unless incorporated into the Deed in writing). However, the Supplier represents that the claims made in its Response to the ATM were correct when made and remain correct.

The Parties agree that no agreement or understanding varying or extending the Deed will be legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its rights under or in relation to the Deed, that failure or delay will not prejudice those rights.

C.C.7 Survival:

All Additional Deed Terms (if any), plus Clauses C.C.14 [*Liability of the Supplier*], C.C.17 [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Commonwealth Laws and Policies*], C.C.22(A) [*Access to Supplier's Premises and Records*], C.C.22(B) [*Privacy Act (Cth) Requirements*], C.C.22(C) [*Confidential Information*], and C.C.22(F) [*Fraud*] survive termination or expiry of the Deed.

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C.C.8 Notices:

A Notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by registered post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).

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

C.C.9 Assignment:

The Supplier may not assign any rights under the Deed without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

C.C.10 Contracting:

Contracting by the Supplier of any part of, or the entire of, the Supplier's obligations under the Deed, will not relieve the Supplier from any of its obligations under the Deed.

The Supplier must ensure that any Contractors specified in Item C.A.6 [Contractors] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not contract any part of its obligations under the Deed other than to Contractors named in Item C.A.6. The Supplier must ensure that specified Contractors (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the provision of Goods and/or Services under the Deed any Contractor that the Customer reasonably considers should be removed.

The Supplier must make available to the Customer the details of all Contractors engaged to provide the Goods and/or Services under the Deed. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any contract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Deed, imposes on the Contractor the same obligations that the Supplier has under the Deed (including this requirement in relation to Contracts).

C.C.11 Delivery and Acceptance:

From the Service Commencement Date the Supplier must provide the Goods and/or Services as specified in

the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated in the Deed, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Deed, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires.

C.C.12 Licences Approvals and Warranties:

At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

The Supplier must provide the Customer with all relevant Third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

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C.C.13 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [*Specified Personnel*] (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

- (a) is not performing the Supplier's obligations under the Deed to the standard or within the timeframe reasonably required by the Customer;
- (b) is not a fit and proper person; or
- (c) is not suitably qualified to perform the Services.

Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any negligent or wilful breach of the Supplier's obligations or representations under the Deed.

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier's liability under this clause shall not exceed the maximum applicable amount that applies to the claim loss or damage under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Deed.

The Supplier will maintain adequate insurances for the Deed and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Deed,

- (a) the Customer acting in good faith, may at any time; or
- (b) the Supplier, acting in good faith, may notify that it wishes to,

terminate the Deed or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Deed will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions).

The Supplier is not entitled to any payments from the Customer under the Deed. The Supplier will not be entitled to loss of anticipated profit for any part of the Deed not performed.

C.C.16 Termination for Cause:

The Customer may issue a Notice to immediately terminate or reduce the scope of the Deed if:

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Deed, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Deed;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [*Delivery and Acceptance*] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches a material term of the Deed and the breach is not capable of remedy;
- (d) the Supplier does not remediate a material breach of the Deed which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (e) subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:
 - (i) is unable to pay all its debts when they become due;
 - (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or
 - (iii) if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966* (Cth).

The Supplier is not entitled to any payments from the Customer under the Deed. The Supplier will not be entitled to loss of anticipated profit for any part of the Deed not performed.

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C.C.17 Supplier Payments:

The Supplier is not entitled to any payment, fee, remuneration or other compensation (whether monetary or otherwise) from the Customer for the provision of the Goods and/or Services under the Deed. Neither the Customer nor the ACMA is under any obligation to pay any amount or provide any compensation to any person, including the Supplier, for the provision of the Goods and/or Services under or in connection with the Deed.

C.C.18 Dispute Resolution:

For any dispute arising under the Deed both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Agreement Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, the Agreement Manager claiming that there is a dispute will give the other Agreement Manager a Notice setting out details of the dispute and proposing a solution;
- (c) if the proposed solution is not accepted by the other Agreement Manager within five (5) business days, each Agreement Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Deed.

This procedure for dispute resolution does not apply to action relating to clause C.C.16 [*Termination for Cause*] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the

provision of the Goods and/or Services from any outgoing supplier to the Supplier.

The Supplier is not entitled to any payment, fee, remuneration or other compensation (whether monetary or otherwise) from the Customer. Neither the Customer nor the ACMA is under any obligation to pay any amount or provide any compensation to any person, including the Supplier.

C.C.20 Transition Out:

If the Deed expires or is terminated under clause C.C.15 [*Termination or Reduction for Convenience*], C.C.16 [*Termination for Cause*], C.B.2 [*Termination of the Deed for ACMA action*], or C.B.3 [*Termination of the Deed if Act replaced*] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

The Supplier is not entitled to any payment, fee, remuneration or other compensation (whether monetary or otherwise) from the Customer. Neither the Customer nor the ACMA is under any obligation to pay any amount or provide any compensation to any person, including the Supplier.

C.C.21 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and contractors comply with the laws from time to time in force in any jurisdiction in which any part of the Deed is performed.

C.C.22 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and contractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services. If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to G below, it must:

- (a) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and
- (b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

A. Access to Supplier's Premises and Records:

The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Deed.

The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Contractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Deed or any review of the Supplier's or the Customer's performance under the

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Deed, including (but not limited to) audit or review by the Australian National Audit Office.

Where the Customer has received a request under the *Freedom of Information Act 1982* (Cth) for access to a Document created by, or in the possession of, the Supplier or any Contractor that relates to the performance of this Deed (and not to the entry into the Deed), the Customer may at any time by writing Notice require the Supplier to provide the Document to the Customer and the Supplier must, at no additional cost to the Customer, promptly comply with the Notice. Document has the same meaning in this clause as in the *Freedom of Information Act 1982*.

The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Contractors, must be returned to the Customer at the conclusion of the Deed.

The Supplier must include in any contract referred to in Clause C.C.10 provisions that will enable the Supplier to comply with its obligations under this clause.

B. Privacy Act 1988 (Cth) Requirements:

In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and contractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

C. Confidential Information:

Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Deed or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Customer may at any time require the Supplier to arrange for its employees, agents or contractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

The Customer will keep any information in connection with the Deed confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, a Minister or a House or Committee of Parliament.

D. Security and Safety:

When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be, aware. The Supplier must ensure that its officers, employees, agents and contractors are aware of, and comply with, such security and safety requirements.

The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Deed is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Crimes Act 1914*) contains provisions relating to the protection of prescribed official information and sets out the penalties for the unauthorised disclosure of that information.

E. Criminal Code:

The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth). The Supplier must ensure that any contractor engaged in connection with the Deed is aware of the information contained in this clause.

F. Fraud:

For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Deed. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Deed.

G. Taxation:

The Supplier agrees to comply, and to require its contractors to comply, with all applicable laws relating to taxation.

Executed as a Deed

For and on behalf of the **University of Tasmania** (ABN 30 764 374 782):

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Executed as a Deed

Signed, sealed and delivered on this day of 2019:

For and on behalf of the **COMMONWEALTH OF AUSTRALIA**, as represented by the
accountable authority of the Australian Communications and Media Authority

Signature

Name

In the presence of:

Signature of witness

Name of witness

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Qualifications

Schedule 1 Additional Deed Terms

C.B.1 No provision of Goods and/or Services until ACMA action performed:

Notwithstanding anything else in the Deed, the Supplier must not provide a Good or Service until the Customer notifies the Supplier that the ACMA has taken all actions necessary under the Act to allow the Supplier to provide the Good or Service. For the avoidance of doubt, Item C.A.8 of the *Statement of Work* sets out what actions of the ACMA are necessary for particular Goods or Services.

C.B.2 Termination of the Deed for ACMA action:

In addition to any other rights it has under the Deed, the Customer may terminate the Deed or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the Supplier, if one or more of the following occurs:

- (a) the ACMA does not delegate the power to issue certificates of proficiency to the Supplier under section 122A of the Act within 6 months of the commencement of the Deed;
- (b) the ACMA does not approve the Supplier to conduct examinations under paragraph (b) of the definition of **approved examination** in subsection 122(2) of the Act within 6 months of the commencement of the Deed;
- (c) the ACMA does not make a determination under section 298A of the Act in relation to the Supplier within 6 months of the commencement of the Deed;
- (d) the ACMA revokes a delegation in favour of the Supplier under section 122A of the Act;
- (e) the ACMA revokes an approval in favour of the Supplier under paragraph (b) of the definition of **approved examination** in subsection 122(2) of the Act;
- (f) the ACMA revokes a determination in favour of the Supplier under section 298A of the Act.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

If the Customer issues a Notice under this clause, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions).

The Supplier is not entitled to any payments under the Deed. The Supplier will not be entitled to loss of anticipated profit for any part of the Deed not performed.

C.B.3 Termination of the Deed if Act replaced:

In addition to any other rights it has under the Deed, the Customer may terminate the Deed or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the Supplier, if the Commonwealth Parliament passes legislation that will repeal or revoke the Act or Division 5 of Part 3.3 of the Act. The Supplier may issue such a Notice

under this clause at any time after the Commonwealth Parliament passes such legislation.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Deed will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions).

The Supplier is not entitled to any payments under the Deed. The Supplier will not be entitled to loss of anticipated profit for any part of the Deed not performed.

C.B.3A Complaints about the Supplier's delivery of Services

If the Supplier receives a complaint that includes an allegation of illegality or serious impropriety directly related to the Supplier's delivery of the Services (Serious Complaint), the Supplier must:

- (a) notify the Customer within 20 business days of receiving the Serious Complaint;
- (b) investigate and submit a written report about the Serious Complaint and actions sought to the Customer within 40 business days of receiving the Serious Complaint. If the Complaint is not resolved before this time, a further written report must be provided to the Customer within 10 business days of the Serious Complaint being resolved.

The Supplier must deal with all complaints, including Serious Complaints, in accordance with the internal complaints handling processes described at paragraph C.A.18(1)(d) of the *Statement of Work*.

C.B.4 Charging fees to people other than the Customer or the ACMA:

Notwithstanding anything else in the Deed, the Supplier must not impose a fee or charge on any person in relation to an application for a certificate of proficiency made to the Supplier under section 120 of the Act.

Notwithstanding anything else in the Deed, the Supplier must not impose a fee or charge on any person in relation to conducting an approved examination under the Act unless the ACMA has determined, under section 298A of the Act, that the Supplier may charge fees for performing its functions under the Act.

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Schedule 1 Additional Deed Terms

If the ACMA makes such a determination in favour of the Supplier, any fee charged must not be such as to amount to taxation.

If the ACMA makes such a determination in favour of the Supplier, the Supplier must not charge a fee unless it has been approved by the Customer in writing.

The Supplier may charge or impose a fee on a person in relation to the performance of a Non-statutory Function on application or request by the person. However, the Supplier must not charge or impose a fee unless it has been approved by the Customer in writing.

In addition to clause C.C.17 of the Deed, and for the avoidance of doubt, the Supplier acknowledges and agrees that it is not entitled to any payment, fee, remuneration or other compensation (whether monetary or otherwise) from the Customer or from the ACMA under the Deed.

C.B.5 Customer assistance:

If, within four months of the commencement of the Deed, the ACMA has not done one or more of the following things:

- (a) delegated the power to issue certificates of proficiency to the Supplier under section 122A of the Act;
- (b) approved the Supplier under paragraph (b) of the definition of *approved examination* in subsection 122(2) of the Act;
- (c) made a determination in favour of the Supplier under section 298A of the Act;

the Customer must take all reasonable steps to have the ACMA to consider doing the thing. The Supplier acknowledges and agrees that the Customer does not represent that the ACMA will do any of those things in relation to the Customer, or will not do any of them in relation to any other person. This obligation does not prevent the Customer from terminating the Deed or reducing the scope or quantity of the Goods and/or Services, whether under clause C.B.2 [*Termination of the Deed for ACMA action*] or otherwise.

The Customer must take all reasonable steps to provide all relevant information to the Supplier in relation to the matters referred to in the Deed, including any changes to necessary approvals and delegations resulting from changes, or potential changes, to legislation or legislative or other instruments.

For the avoidance of doubt, the Supplier acknowledges and agrees that nothing in the Deed prevents the ACMA from exercising its powers under the Act and, in particular, that the ACMA may itself conduct examinations and issue certificates of proficiency under the Act at any time.

C.B.6 Intellectual property:

Subject to this clause, any intellectual property in any Material created by the Supplier and supplied under the Deed to the Customer vests in the Supplier.

The Supplier grants the ACMA and the Customer a fee-free, non-exclusive, irrevocable, world-wide licence to exercise the intellectual property rights in the Material supplied under the Deed to the ACMA or the Customer for the purpose of undertaking the requirements under the Deed. The licence granted to the ACMA and the Customer under this clause includes a right to sub-licence those rights, including to the public under an open access licence.

The Supplier warrants that it is entitled to grant this licence and that the provision of the Services and any Material under the Deed, and the use of those Services and that Material by the ACMA or the Customer in accordance with the Deed, will not infringe any Third Party's intellectual property rights.

Upon expiry or earlier termination of the Deed, all intellectual property rights in any Material created by a Supplier for or in relation to providing the Goods and/or Services vests in the Customer unless otherwise agreed by both parties in writing.

Any intellectual property rights vested in the Supplier prior to the commencement of the Deed and that are utilised for the purpose of providing the Goods and/or Services do not vest in the Customer.

The Customer grants to the Supplier a fee-free, non-exclusive, world-wide licence to exercise the intellectual property rights in any Material supplied by the Customer to the Supplier pursuant to items C.A.9(3) and C.A.9(4)(b)(i) of the Statement of Work for the purpose of undertaking the requirements under the Deed.

C.B.7 Standards and compliance with laws:

In exercising a Statutory Function as a delegate of the ACMA, the Supplier must:

- (a) exercise the powers, and perform the functions, delegated to it by the ACMA in accordance with the delegation and in accordance with the requirements of the Act as in force from time to time, and in accordance with the general principles of administrative law; and
- (b) comply with any directions given to the ACMA by the Minister under section 14 of the *Australian Communications and Media Authority Act 2005* that relate to the exercise of a Statutory Function as a delegate of the ACMA and that are notified to the Supplier, as if such directions were given to the Supplier.

Except where it would conflict with the requirement above, in providing the Goods and/or Services, the Supplier must:

- (a) if the Supplier is a registered training organisation within the meaning of the *National Vocational Education and Training Regulator Act 2011* – comply with the *Standards for Registered Training*

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Organisations (RTOs) 2015 made under that Act, or any standards made under that Act that replace those standards; or

- (b) in any other case – do the following:
- (i) maintain assessment strategies and administrative services that are responsive to the Customer, to the ACMA and to the Australian amateur radio community;
 - (ii) ensure that the Supplier's assessment and certification processes are subject to quality assurance, including through internal reviews conducted by the Supplier, and if the Customer so chooses, audits conducted by the Customer or a representative of the Customer;
 - (iii) provide accurate and accessible information about the Goods and/or Services it provides;
 - (iv) records and acknowledges complaints and requests for review, and deals with them fairly, efficiently and effectively.

C.B.7A Child Safety

If any part of the Services involves the Supplier employing or engaging a person (whether as an officer, employee, contractor, or volunteer) that is required by State or Territory law to have a working with children check to undertake the Services or any part of the Services, the Supplier agrees:

- (a) to comply with all State, Territory or Commonwealth law relating to the employment or engagement of people who work or volunteer with children in relation to the Services, including mandatory reporting and working with children checks however described; and
- (b) if requested, provide the Commonwealth at the Supplier's cost, an annual statement of compliance with this clause, in such form as may be specified by the Commonwealth.

When Child Safety obligations may be relevant to a subcontract, the Supplier must ensure that any subcontract entered into by the Supplier for the purposes of fulfilling the Supplier's obligations under the contract imposes on the contractor the same obligations regarding Child Safety that the Supplier has under the Contract. Each subcontract must also require the same obligations (where relevant) to be included by the contractor in any secondary subcontracts.

C.B.8 Audits:

The Supplier acknowledges and agrees that the Customer may:

- (a) once per calendar year; or
- (b) if the Customer has received a Serious Complaint in writing that relates to the Supplier, and the Customer has consulted with the Supplier; or
- (c) if the Customer forms the view that the Services are not being supplied in accordance with the Deed, and the Customer has consulted with the Supplier; or

- (d) if the Customer forms the view that the reports required under Item C.A.17 of the Deed:

- (i) have not been provided in accordance with the timeframes specified in the Deed; or
 - (ii) are incomplete or inaccurate,
- and the Customer has consulted with the Supplier,

require an audit to be conducted by an Authorised Auditor of the Supplier's:

- (e) compliance with the Deed; or
- (f) financial records of the Supplier in relation to the provision of Goods and/or Services.

The Customer must give the Supplier at least 10 business days' notice of any audit. The notice must state the subject of the audit.

If the Customer requires an audit to be conducted, the Supplier agrees that the Authorised Auditor is the Customer's nominee for the purposes of clause C.C.22(A) [*Compliance with Commonwealth Laws and Policies*].

Within 10 business days after the Supplier received a written report of any audit findings from the Customer, the Supplier must respond to and address any issues reasonably identified by the Customer that require a response from the Supplier.

If, as a result of a report, the Customer takes the view that compliance with the Deed requires the Supplier to take certain actions, the Customer may direct the Supplier in writing to take those actions, and the Supplier must take those actions within 10 business days of receiving the direction.

The costs of all actions required to be taken by the Supplier to remedy the problems identified by an Authorised Auditor are to be borne by the Supplier.

C.B.9 Duration of Deed:

The Deed commences on the date that it is executed by both Parties, or if the Parties execute on different dates, the date the last Party executes. Unless terminated earlier, and subject to this clause, the Deed expires 5 years after it the Service Commencement Date.

No later than 6 months before the Deed is due to expire, the Customer and the Supplier may agree in writing to extend the duration of the Deed up to a further five years. This extension may be exercised only once.

C.B.10 No assignment

The Customer must not assign any of its rights under the Deed. This clause takes precedence over clause C.C.9 [*Assignment*].

C.B.11 Public statements about relationship with ACMA:

If the ACMA approves the Supplier to conduct examinations under paragraph (b) of the definition of **approved examination** in subsection 122(2) of the Act, the Supplier

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may represent that it is approved to conduct such examinations.

If the ACMA delegates the power to issue a certificate of proficiency to the Supplier under subsection 122A(1) of the Act, the Supplier may represent that it is such a delegate of the ACMA.

However, the Supplier must comply with section 66 of the *Australian Communications and Media Authority Act 2005* when making any such representations.

C.B.12 Dictionary:

The following definitions apply throughout the Deed, the *Additional Deed Terms*, and the *Statement of Works*:

ACMA means the Australian Communications and Media Authority.

Act means the *Radiocommunications Act 1992*.

Additional Deed Terms means the terms set out in Schedule 1 to the Deed.

Agreement Manager means the Agreement manager for the Customer and/or the Supplier (as relevant) specified in item C.A.1 of the Statement of Work or as notified from time to time.

amateur licence means the amateur licence type of apparatus licence determined under section 98 of the Act.

Authorised Auditor means any person or organisation (including an employee of an organisation) authorised in writing by the Customer to audit the Supplier's ongoing compliance with this Deed and its financial records in relation to the Deed.

business hours means the hours between 9 am and 5 pm at the local time of the Supplier on a working day.

Call Sign Commencement Date means 8 April 2019 or such later date as notified by the Customer.

Certificate Commencement Date means 25 March 2019 or such later date as notified by the Customer.

certificate of proficiency has the meaning given by the Act.

Child means an individual under the age of 18 years old and **Children** has a similar meaning.

Customer means a party specified in the Deed as a Customer.

Deed means the documentation specified in clause C.C.4 [*Precedence of Documents*].

Delivery and Acceptance means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Deed.

Exam Commencement Date means 25 February 2019 or such later date as notified by the Customer.

Goods and/or Services means:

- (a) the goods, services or goods and services and any Material specified in the Deed; and
- (b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Deed.

Non-statutory Functions has the meaning given by the Statement of Work.

Notice means an official notice or communication under the Deed in writing, from one Agreement Manager and delivered to the other Agreement Manager, at the postal address, or email address, or facsimile number set out in item C.A.1 of the Statement of Work or as notified from time to time.

Requirement for the purposes of the Deed means the description of the Goods and/or Services described in the section of the Statement of Work with the heading 'Requirement'.

Serious Complaint: see clause C.B.3A.

Service Commencement Date means the earliest of:

- (a) the Exam Commencement Date;
- (b) the Certificate Commencement Date;
- (c) the Call Sign Commencement Date.

Specified Personnel means the personnel specified in item C.A.5 of the Statement of Work or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [*Specified personnel*].

Statement of Work means the statement of work set out in Schedule 2 to the Deed.

Statutory Functions has the meaning given by the Statement of Work.

Supplier means a party specified in the Deed as a Supplier.

working day means any day other than a Saturday, Sunday or public holiday in Canberra, Sydney, Melbourne or the location of the Supplier.

A reference to a clause in the form C.A.[x] is a reference to an item in the Statement of Work.

A reference to a clause in the form C.B.[x] is a reference to a clause in the Additional Deed Terms.

A reference to a clause in the form C.C.[x] is a reference to a clause of the Deed.

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Part A Deed Details

C.A.1 Contact details

- (a) Agreement Manager for the Customer: Manager of ~~Spectrum Licencing Policy Section~~Licence Allocation Section, Australian Communications and Media Authority
- (b) Physical address for Notices to the Customer: Level 32 Melbourne Central Tower, 360 Elizabeth Street, Melbourne VIC
- (c) Email address for Notices to the Customer:
~~spectrumlicensingpolicy~~radcomslicensing@acma.gov.au
- (e) Agreement Manager for the Supplier: Manager – Office of Maritime Communications
- (f) Physical address for Notices to the Supplier: 100 Newnham Drive, Newnham TAS 7248
- (g) Email address for Notices to the Supplier: mrcrees@amc.edu.au

C.A.2 Delivery and Acceptance

- (a) Not used
- (b) Not used
- (c) Not used
- (d) Not used

C.A.4 Not used

C.A.4 Not used

C.A.5 Specified personnel

- (a) Not used

C.A.6 Contractors

- (a) No contractors are approved.

Part B Background and Interpretation

C.A.7 Background

- (1) The Supplier has agreed to provide the Goods and/or Services set out in this Statement of Work to the Customer in accordance with the Deed.

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- (2) The Goods and/or Services relate to the issuing of certificates of proficiency under the Act, where those certificates of proficiency relate to amateur licences.

C.A.8 Interpretation

- (1) In this Statement of Work:

certificate services means the Services described in item C.A.10
[Statutory Functions – certificate services].

Examination Fee Schedule means the schedule developed in
accordance with subitem C.A.14(1).

examination services means the Services described in item C.A.9
[Statutory Functions – examination services].

Miscellaneous Fee Schedule means the schedule developed in
accordance with subitem C.A.14(5).

Non-statutory Functions means any of the Services other than the
Statutory Functions.

Public List means a database of callsigns kept in accordance with
subitem C.A.12(1).

Reserve List means a database of callsigns kept in accordance with
subitem C.A.12(2).

Statutory Functions means the Services described in items C.A.9
[Statutory Functions – examination services] and C.A.10 *[Statutory
Functions – certificate services]*.

Supplier's Financial Year means each calendar year during the
duration of the Deed.

~~**Syllabus Review Panel** means the panel that, as at the commencement
of the Deed, had the terms of reference set out in Appendix i to the
Deed.~~

- (2) For the Services listed below, the corresponding actions of the ACMA are
necessary for the provision of the Service:
- (a) examination services: the approval of the Supplier under
paragraph (b) of the definition of **approved examination** in
subsection 122(2) of the Act;
 - (b) certificate services: the delegation to the Supplier of the power to
issue certificates of proficiency, under section 122A of the Act.

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Part C Requirements

C.A.9 Statutory Functions – examination services

Examinations

- (1) From the Exam Commencement Date, the Supplier must conduct approved examinations for the purposes of section 122 of the Act in accordance with the following requirements.
- (2) Unless otherwise directed by the Customer, there must be three levels of qualification that may be obtained as a result of an examination, with a different examination for each. The levels, in descending order, are:
 - (a) Advanced;
 - (b) Standard;
 - (c) Foundation.
- (3) The examinations must be based on the amateur radiocommunications syllabi provided to the Supplier by the Customer, or such later replacement amateur radiocommunications syllabi approved by the ~~Syllabus Review Panel and approved by the Customer~~ (see Appendix i for more information about the Syllabus Review Panel).
- (4) The examinations must be conducted in accordance with the following requirements:
 - (a) an examination must take the form of a practical assessment or exam question block, or both;
 - (b) an examination must be:
 - (i) in the form provided to the Supplier by the Customer, or
 - (ii) approved ~~by the Syllabus Review Panel and approved~~ by the Customer;
 - (c) an examination must suitably test the level of knowledge of a person;
 - (d) an examination must be conducted in an environment that minimises the risk of fraudulent activity; and
 - (e) an examination must be conducted in either a secure, online environment or in person.
- (4A) For the avoidance of doubt, an examination will be taken to meet the requirements of paragraph (4)(c) if it was provided to the Supplier by the Customer ~~or the ACMA~~ or approved by the Customer.
- (5) The Supplier must keep a copy of each completed examination and a record of the assessment of each completed examination for a period of three years (**retention period**), commencing on the day the assessment was completed.

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- (6) If the Customer or the ACMA requests a copy of an examination or a record of assessment during the relevant retention period, the Supplier must provide the copy or record.

C.A.10 Statutory Functions – certificate services

- (1) From the Certificate Commencement Date, the Supplier must issue certificates of proficiency, or refer decisions on applications for certificates of proficiency, in accordance with the following requirements.
- (2) The Supplier must consider each application made to it under section 120 of the Act.
- (3) If the Supplier is satisfied of the matters mentioned in subsection 122(1) in relation to an applicant, the Supplier may issue a certificate of proficiency to the applicant not later than 90 days after receiving the application.
- (4) If the Supplier is not satisfied of the matters mentioned in subsection 122(1) in relation to an applicant, or otherwise considers that the applicant should not be issued a certificate of proficiency, the Supplier must refer the application for a certificate of proficiency to the ACMA not later than 80 days after receiving the application.
- (5) The Supplier must develop a template for certificates of proficiency for approval by the Customer. The template must contain a field for stating the qualification level of the certificate of proficiency and, for an Advanced qualification level certificate, must include text provided by the Customer in relation to harmonised amateur radio examination certificates.
- (6) The Supplier must only issue certificates of proficiency in the template approved by the Customer.

C.A.11 Non-statutory Functions – administrative services relating to certificates of proficiency

Replacement certificates and letters

- (1) From the Certificate Commencement Date, if requested by a person who has been issued a certificate of proficiency in relation to amateur licences under the Act, the Supplier must:
 - (a) provide a replacement certificate of proficiency; or
 - (b) a letter confirming that the person has been issued a certificate of proficiency.
- (2) Subitem (1) applies regardless of whether the Supplier issued the certificate of proficiency to the person or conducted an approved examination for the person.
- (3) Subitem (1) applies only where the person making the request has satisfied the Supplier that their original certificate of proficiency, or another replacement certificate of proficiency, has been lost or destroyed.

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C.A.12 Non-statutory Functions – callsign recommendation and database services

Callsign database (Public List)

- (1) From the Call Sign Commencement Date, the Customer, the Supplier must publish on a website a database of callsigns (**the Public List**) that meets the following requirements:
 - (a) the database must identify, for each callsign area, the callsigns that are available in that area;
 - (b) the database must be updated within 3 business days of receiving information from the Customer that a callsign in a particular callsign area has become available, by adding the callsign to the database;
 - (c) the database must be updated within 3 business days of the Supplier making a callsign recommendation by removing the callsign from the database.

For the purposes of this subitem, a **callsign area** is an area identified as a prefix listed in table 1 in Appendix ii.

Callsign database (Reserve List)

- (2) From the Call Sign Commencement Date, the Supplier must maintain a database of callsigns (**the Reserve List**) that meets the following requirements:
 - (a) each callsign on the Reserve List must not be assigned to a licence by the ACMA or another person nominated by the Customer;
 - (b) subject to subitem (3), each callsign on the Reserve List must either be designated by the ACMA as 'not available', or be a callsign that had been assigned to a licence held by a person who has died.
- (3) Subject to this subitem, a callsign included on the Reserve List because of paragraph (2)(b) must be removed from the Reserve List two years after the death of the person. The callsign may be removed from the Reserve List sooner if an authorised representative of the person requests the Supplier make a callsign recommendation in relation to the callsign for or on behalf of an amateur licensee.

Callsign recommendations

- (4) From the Call Sign Commencement Date, the Supplier must make details of callsigns available to the public, and make recommendations to the ACMA about the assignment of callsigns, in accordance with the following requirements.

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- (a) recommendations must be in a template that is consistent with ITU-Radio Regulations;
 - (b) recommendations must be made in response to a request from a person for a callsign recommendation;
 - (c) the Supplier must have regard to the callsign guidelines set out in Appendix ii to the Deed, or any other policy as notified to the Supplier by the Customer, when making callsign recommendations;
 - (d) if a request for a callsign recommendation includes a request for specific callsigns to be the subject of the recommendation, and the recommendation cannot be made, the Supplier must refund any charge or fee paid by the person making the request;
 - (e) if the request is made by a person who, at the time the request is made, is not an amateur licensee, the Supplier must not make a callsign recommendation unless the Supplier has obtained:
 - (i) if the person does not have a certificate of proficiency – a copy of an appropriate Australian or foreign qualification held by the person;
 - (ii) if the person has a foreign equivalent to an amateur licence:
 - (A) –a copy of that licence;
 - (B) a certified copy of the page of the person's passport with the person's photo; and
 - (C) if that licence is not in English, a certified translation of that licence;
 - (iii) if the person has a foreign qualification:
 - (A) –a copy of that qualification;
 - (B) a certified copy of the page of the person's passport with the person's photo; and
 - (C) if that qualification is not in English, a certified translation of that qualification.
 - (f) if paragraph (e) applies in relation to a callsign recommendation, the recommendation must state that fact.
- (5) For the purposes of this item, a callsign is **available** if:
- (a) it has been on the Public List for at least seven working days; and
 - (b) both:
 - (i) it has not been assigned by the ACMA, or any other person nominated by the Customer, to a person; or

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- (ii) it has not been the subject of a callsign recommendation since it was last added to the Public List; and
 - (c) it is not on the Reserve List.
- (6) For every callsign recommendation made by the Supplier to the ACMA, the Supplier must retain a copy of the recommendation and any document prepared for the purpose of making the recommendation for a period of seven years commencing the day the recommendation was made.
- (7) The Supplier must remove a callsign from the Public List upon making a callsign recommendation in respect of that callsign.
- (8) If, after 15 business days (or such longer time as notified by the ACMA) from giving a callsign recommendation to the ACMA, neither the ACMA nor the Customer notifies the Supplier that the callsign the subject of the callsign recommendation has been assigned, the Supplier must return that callsign to the Public List. For the purposes of this subitem, notification may take any form.

C.A.13 Non-statutory Functions – recognition of prior learning services

- (1) From the Certificate Services Date, the Supplier must allow a person to request 'recognition of prior learning' from the Supplier. For the purposes of this item, 'recognition of prior learning' is an assessment of whether other qualifications or experience is equivalent to the qualifications or experience needed to pass an approved examination conducted under section 122 of the Act,
- (2) The Supplier must only grant recognition of prior learning if it is satisfied that the applicant has provided evidence of relevant qualifications or experience.
- (3) In considering an application for recognition of prior learning the Supplier must have regard to:
 - (a) Appendix iii to this Deed;
 - (b) Table A and Table B of the Tables of Equivalent Qualifications and Licences, available on the ACMA website;
 - (c) how many years have passed since the applicant undertook the relevant past training or education, or achieved the relevant qualification, or obtained the relevant experience;
 - (d) how many years have passed since the applicant applied the relevant past training or education (for example, in the course of employment).
- (4) If the Supplier decides to recognise a person's prior learning, the Supplier must notify the person in writing as soon as practical.

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- (5) If the person whose prior learning has been recognised makes an application for a certificate of proficiency, the Supplier acknowledges that it may take that recognition into account for the purposes of subparagraph 122(1)(b)(ii) of the Act. The Supplier acknowledges that it must consider whether it is satisfied of the matter in subparagraph 122(1)(b)(ii) of the Act in relation to a person even if the person does not have recognition of prior learning.
- (6) The Supplier may, at any time, provide advice to the ACMA or the Customer about the equivalence of foreign qualifications or foreign licences or permissions with certificates of proficiency or licences under the Act.

C.A.14 Non-statutory Functions – developing fee schedules

- (1) The Supplier must develop a schedule of fees for conducting approved examinations (**Examination Fee Schedule**) in accordance with the following requirements.
- (2) The Examination Fee Schedule must comply with the Australian Government Charging Framework, which is available from the Department of Finance's website, as in existence from time to time.
- (3) The Supplier must not charge a fee to any person for conducting an approved examination until the Examination Fee Schedule is approved by the Customer in accordance with the Deed.
- (4) The Supplier must not charge a fee to any person for conducting an approved examination except in accordance with an approved Examination Fee Schedule.
- (5) The Supplier must develop a schedule of fees for providing Non-Statutory Functions (**Miscellaneous Fee Schedule**).
- (6) The Supplier must not charge a fee to any person for performing or providing a Non-statutory Function until the Miscellaneous Fee Schedule is approved by the Customer in accordance with the Deed.
- (7) The Supplier must not charge a fee to any person for performing or providing a Non-statutory Function except in accordance with an approved Miscellaneous Fee Schedule.

C.A.15 Non-statutory Functions – negotiations in relation to legislative change

- (1) The Supplier acknowledges that the Department of Communications and the Arts has consulted on a potential legislative regime, including a new Bill, to replace the Act.
- (2) If, during the term of the Deed, new legislation regulating the radiofrequency spectrum is passed by the Commonwealth Parliament, the Supplier must negotiate with the Customer in good faith on any changes to the Deed necessary to allow the Supplier to provide Goods and/or Services

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that are equivalent to the Goods and/or Services set out in the Statement of Work and that relate to functions and powers under that new legislation. If it is not possible under the new legislation for the Deed to be modified to allow the Supplier to provide such equivalent Goods and/or Services, the Supplier acknowledges that the Customer may terminate the Deed.

~~C.A.16 Non-statutory Functions – participation in Syllabus Review Panel~~

- ~~— (1) The Supplier agrees to participate in a Syllabus Review Panel for amateur licence qualifications in accordance with the following requirements.~~
- ~~— (2) The Supplier must comply with any reasonable directions given by the Customer in relation to the Supplier's participation in the Syllabus Review Panel.~~
- ~~— (3) The Supplier must have regard to any syllabus recommended or agreed by the Syllabus Review Panel when providing the Goods and/or Services.~~
- ~~— (4) The Supplier must initially participate in the Syllabus Review Panel in accordance with the terms of reference set out in Appendix i to the Deed, and in accordance with any changed terms of reference as notified to the Supplier in writing by the Customer.~~

C.A.17 Non-statutory Functions – reporting

- (1) The Supplier must provide reports to the Customer in accordance with the following requirements.
- (2) For each of the Supplier's Financial Years or part thereof during which the Deed is in force, the Supplier must give a financial report to the Customer within 90 days of the end of the Supplier's financial year. The financial report must be audited by a person or organisation approved by the Customer. The financial report must:
 - (a) state for the relevant financial year or part thereof the total cost to the Supplier in providing the Goods and/or Services and the proportion of that cost that is attributable to the Statutory Functions, and the proportion of that cost that is attributable to the Non-statutory Functions;
 - (b) be submitted in a format agreed to by the Customer (an example template for the financial report is provided at Appendix ~~iii~~^{iv} to the Deed).
- (3) For each of the Supplier's Financial Years or part thereof during which the Deed is in force, the Supplier must give a report to the Customer by 30 July the following year stating or including:
 - (b) the revenue earned by the Supplier from fees charged in accordance with the Examination Fee Schedule and from fees charged in accordance with the Miscellaneous Fee Schedule;

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- (c) the number of examinations conducted and assessments performed by the Supplier, in total and for each level of qualification;
 - (d) the number of applications for certificates of proficiency received by the Supplier, in total and for each level of qualification;
 - (e) the number of certificates of proficiency issued by the Supplier, in total and for each level of qualification;
 - (f) the number of requests for recognition of prior learning received by the Supplier, in total and for each level of qualification;
 - (g) the number of requests for callsign recommendations received by the Supplier:
 - (i) in total;
 - (ii) for each level of qualification;
 - (iii) for or in relation to 'special events' in accordance with the callsign policy set out in Appendix i to the Deed;
 - (iv) for or in relation to 'repeaters' in accordance with the callsign policy set out in Appendix i to the Deed;
 - (h) in relation to complaints received by the Supplier in relation to the Goods and/or Services:
 - (i) the number of complaints;
 - (ii) for each complaint – the source and nature of the complaint, response time for responding to the complaint, and action taken in response to the complaint;
 - (i) whether the Service Levels were met and, if any Service Level was not met, the reasons the Service Level was not met;
 - (j) a copy of the examination questions in use by the Supplier for the purposes of section 122 of the Act at the end of the relevant Financial Year;
 - (k) any other matter notified to the Supplier by the Customer before the end of the relevant calendar year.
- (4) If, for a Supplier's Financial Year:
- (a) the Supplier provides a Service of the kind specified in a paragraph of subitem C.A.18(1); and
 - (b) the Supplier does not meet the Service Level in 20% or more of instances of supplying that Service during the Supplier's Financial Year;

the Customer may request that the Supplier submit a report of the kind detailed in subitem C.A.17(3) in relation to each quarter of the following Supplier's Financial Year after the request is made. The Supplier must, if so

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requested, provide each such report within 30 days of the end of the such quarter.

C.A.18 Service levels

- (1) The Supplier must provide the Goods and/or Services in accordance with the following Service Levels:
 - (a) either issue a certificate of proficiency or refer an application for a certificate of proficiency to the ACMA within 15 business days of receipt of the application for a certificate of proficiency;
 - (b) make a valid callsign recommendation in relation to an amateur licensee or an applicant for an amateur licence within 15 business days of receipt of a request for the callsign recommendation;
 - (c) make a decision whether to recognise a person's prior learning within 36 business days of receipt of a request for recognition of prior learning;
 - (d) in relation to any complaint received by the Supplier:
 - (i) acknowledge receipt of the complaint to the complainant within 10 business days of receipt;
 - (ii) within 40 business days of receipt of the complaint, either reach an outcome that is acceptable to the Supplier and the complainant(s), or develop a plan to find an outcome that is acceptable to the Supplier and the complainant(s);
 - (iii) if a complaint is not resolved within 40 business days of receipt – inform the complainant of the status of the complaint within five days of the 40 business day period expiring.

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~~Appendix i Amateur Radio Syllabus Review Panel~~

~~Appendix i~~

~~Amateur Radio Syllabus Review Panel~~

~~Draft Terms of Reference~~

~~Mission~~

~~To contribute to a robust process that ensures that the amateur radio syllabus, and associated qualifications, continue to equip an amateur licensee with the knowledge and skills necessary to operate an amateur station.~~

~~Membership~~

~~The Syllabus Review Panel (the Panel) is convened by the Customer (at its initiation by the Spectrum Licencing Policy Section).~~

~~The membership is made up of –~~

- ~~• Customer represented by:~~
 - ~~○ Manager of the Section in the ACMA responsible for secretariat duties of the Panel~~
 - ~~○ Relevant project/policy officers within the Customer~~
- ~~• One or more representatives from each organisation responsible for conducting exams and issuing amateur radio qualifications~~
- ~~• At the discretion of the Customer, other representatives from the amateur radio community or the education and training sector who could constructively contribute to matters considered by the Panel~~

~~Schedule of Meetings~~

~~The Panel meets no less than every two years, and more frequently if required.~~

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Appendix i Amateur Radio Syllabus Review Panel

RECOMMENDATION ITU R M.1544-1

Minimum qualifications of radio amateurs

(Question ITU R 48/5)

(2001-2015)

• Scope

This Recommendation defines minimum levels of operational and technical knowledge for use by administrations when verifying the qualifications of a person wishing to operate a station in the amateur services.

• Keywords

Amateur, amateur satellite, qualifications

The ITU Radiocommunication Assembly,

considering

a) that No. ~~1.56~~ of the Radio Regulations (RR) defines the amateur service as:

"A *radiocommunication service* for the purpose of self training, intercommunication and technical investigations carried out by amateurs, that is, by duly authorized persons interested in radio technique solely with a personal aim and without pecuniary interest.";

b) that RR No. ~~1.57~~ defines the amateur satellite service as: "A *radiocommunication service* using *space stations* on earth *satellites* for the same purposes as those of the *amateur service*.";

c) that RR No. ~~25.6~~ provides that "Administrations shall verify the operational and technical qualifications of any person wishing to operate an amateur station";

d) that certain minimum operator operational and technical qualifications are necessary for proper operation of an amateur or amateur satellite station;

recommends

1 that administrations take such measures as they judge necessary to verify the operational and technical qualifications of any person wishing to operate an amateur station;

2 that any person seeking a licence to operate an amateur station should demonstrate theoretical knowledge of:

- Radio regulations
 - international
 - domestic

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- ~~Methods of radiocommunication~~
 - ~~radiotelephony~~
 - ~~radiotelegraphy[†]~~
 - ~~data and image~~
- ~~Radio system theory~~
 - ~~transmitters~~
 - ~~receivers~~
 - ~~antennas and propagation~~
 - ~~measurements~~
- ~~Radio emission safety~~
- ~~Operating procedures~~
- ~~Electromagnetic compatibility~~
- ~~Avoidance and resolution of radio frequency interference.~~

[†]~~The ability to send and receive texts in Morse code signals is not a minimum qualification.
See RR No. 25.5.~~

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Appendix i Draft callsign template & guidelines

Appendix i

Draft callsign template & guidelines

This template and expectations detailed here may be updated time to time by the Supplier with the approval of the Customer. Information provided in this appendix to the Deed are compliant with the ITU Radio Regulations, in particular Article 19 and Appendix 42 of the Radio Regulations.

1. Amateur Callsign Structure

- 1.1. Callsigns are a unique combination of letters and numbers allocated to a radiocommunications user to identify a station.
- 1.2. Callsigns must be used for all on-air communications including testing. Callsigns allocated to amateur stations conform with International Telecommunication Union (ITU) Radio Regulations (see Table 1 for callsign construction). Table 2 contains information about the callsign templates allocated to the amateur licensing options.

Table 1 - Amateur callsign construction

<u>Prefix</u>	<u>Suffix</u>
<u>*VJ\$,VK\$,*VL\$ where \$ is the State/Territory Indicator. This is a number from 0-9 indicating the location in which the station is operating:</u> <u>0 = Antarctica</u> <u>1 = Australian Capital Territory</u> <u>2 = New South Wales</u> <u>3 = Victoria</u> <u>4 = Queensland</u> <u>5 = South Australia</u> <u>6 = Western Australia</u> <u>7 = Tasmania</u> <u>8 = Northern Territory</u> <u>9 = Australian External Territories</u>	<u>Suffix of one, two or three letters.</u> <u>See Table 2 for template details.</u>
<u>Prefix</u>	<u>Suffix</u>
<u>VK\$, where \$ is the State/Territory Indicator. This is a number from 0-9</u>	<u>Suffix of two, three or four letters.</u>

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<p>indicating the State or Territory in which the station is operating:</p> <p>0 = Antarctic 1 = Australian Capital Territory 2 = New South Wales 3 = Victoria 4 = Queensland 5 = South Australia 6 = Western Australia 7 = Tasmania 8 = Northern Territory 9 = Australian External Territories</p>	<p>The first letter in the three or four group indicates the licence type of the amateur station transmitting.</p> <p>For example, VK\$Taa, where 'T' signifies that the amateur transmitting this callsign holds an Advanced licence.</p> <p>See Table 2 for template details.</p>
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Note:

1. State/Territory indicators (\$) are used to indicate a station's licensed location. When an amateur moves interstate to live, ~~the amateur may apply to change their call sign to he or she will be issued a new callsign to~~ indicate the new State or Territory of residence.
2. VK9 prefix callsigns are allocated to amateurs residing in or visiting Australia's External Territories, other than Antarctica, for all licences first issued on or after 4 February 2019. Licences with VK9 callsigns allocated to visiting amateurs will only be issued for the duration of their visit and will not be renewed.

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Table 2 - Callsign templates allocated to the amateur licensing options

<u>Licence Option</u>	<u>Template</u>
<u>Advanced</u>	<u>VK\$aa, *VJ\$a, *VK\$a, *VL\$a</u>
<u>Advanced Standard Foundation</u>	<u>VK\$aaa-VK\$zzz</u>
<u>Repeater Beacon</u>	<u>#VK\$Raa-VK\$Rzz</u>
<u>Licence Option</u>	<u>Template</u>
<u>Advanced</u>	VK\$aa, VK\$Aaa, VK\$Baa, VK\$Caa, VK\$Daa, VK\$Eaa, VK\$Faa, VK\$Gaa, VK\$Iaa, VK\$Jaa, VK\$Kaa, VK\$Saa, VK\$Taa, VK\$Uaa, VK\$Waa, VK\$Xaa, VK\$Yaa, VK\$Zaa, VK\$RAN*, VK2RAS*, VK\$WI and VK\$WIA WIZ (WIA), VK\$GGA GGZ (Guides Aust), VK\$SAA SDZ (Scouts Assoc.), VK7OTC, VK\$IYA IYZ (International years)
<u>Standard</u>	VK\$Haa, VK\$Laa, VK\$Maa, VK\$Naa, VK\$Paa, VK\$Vaa
<u>Foundation</u>	VK\$Faaa
<u>Repeater</u>	VK\$Raa
<u>Beacon</u>	VK\$RSa, VK\$RTa

Note:

* These call signs are to be used for contest operation only and are limited to one per licence (individual or club).

There are some legacy Advanced licences issued from the Raa-Rzz block. No new Advanced licences will be issued from this block. ~~Not to be used for advanced amateur licences first issued after 3 February 2019.~~

2. Special events callsigns

- 2.1. Callsigns other than those normally allocated to an amateur station may be allocated on occasions of international, national, state/territory or local significance. The event must be of broad interest to the Amateur or wider community.
- 2.2. The Supplier will only recommend special event callsigns where the Amateur station concerned is actually participating in the event. The Customer will generally issue only one such special event station licence in relation to a particular event.
- 2.3. The callsign may employ special prefixes (e.g. AX or VI) and/or special suffixes. All special callsigns will include the appropriate state/territory indicator, though the ACT Territory designator "1" may be used when the special event callsign is going to be

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used in more than one state or Territory . The Supplier may authorise the use of callsigns with suffixes comprising two or more characters (letters and/or digits). The Customer will issue a short term licence for the period of the event or celebration.

<i>Prefix</i>	<i>Numeric identifier</i>	<i>Letter suffix</i>
VK, AX or VI	\$ or \$\$ or \$\$\$ or \$\$\$\$	aa-aaaaa*

* On special occasions for temporary use more than four characters may be used.

2.4. Allocation of the AX prefix:

- a) The AX prefix is only available for occasions of special national or international significance. Occasions warranting the use of the 'AX' prefix may be determined by Supplier in consultation with the Customer.
- b) Australia Day (26 January) ANZAC Day (25 April) and World Telecommunication Day (17 May) of each year have been pre-determined as occasions where the AX prefix may be used.
- c) Under such circumstances:
 - i. the 'AX' prefix, which will be made available to all amateurs², may be used in lieu of the normal 'VK' prefix printed on the licensee's amateur licence;
 - ii. a special event callsign using the AX prefix may also be allocated in respect of the occasion;
 - iii. allocation of the prefix will be restricted to the duration of the occasion;
 - iv. the allocation of specific 'AX' prefix callsigns for individual particular events, where the callsign does not comply with usual amateur callsign construction (AX\$aa, AX\$aaa or AX\$aaaa (where \$ is the State/Territory indicator)) cannot be guaranteed.

2.5. Allocation of the VI prefix:

- a) This prefix is only available for occasions of special state/territory or local significance during such times when this prefix is not required by the Customer

² Excludes Amateur Beacon and Repeater stations.

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for use by other services. Occasions warranting such use will be determined by Supplier in consultation with the Customer.

- b) Use of the 'VI' prefix usually involves 'VI' being substituted for the normal 'VK' prefix. The allocation of specific 'VI' prefix callsigns for individual particular events, where the callsign does not comply with usual amateur callsign construction (VI\$aa, VI\$aaa or VI\$aaaa (where \$ is the State/Territory indicator)) cannot be guaranteed.
- c) The Supplier will only accept requests for the allocation of the 'VI' prefix from clubs, organisations or amateur groups.

2.6. Use of the IYA - IYZ suffix group:

- a) The IYA - IYZ suffix group will continue to be reserved for use by groups wishing to commemorate United Nations' declared years, for example, International Year of the Child (IYC).

3. Expectations about the Supplier's Role in Managing Callsigns

3.1. The Supplier may charge a fee for each Callsign Recommendation.

3.2. In the event that an applicant's first or second preference cannot be met and the applicant cannot be recommended an alternative callsign acceptable to him or her, the Supplier shall return or refund the fee to the applicant.

3.3. A minimum of seven full business days after the callsign being placed on the Public List must have elapsed before the Supplier may make a Callsign Recommendation to the Customer.

3.4. The Supplier may, if it becomes aware of reasonable grounds during the seven business days, recommend to the Customer the withdrawal of a callsign from being available, or the allocation of a callsign to a person or entity other than the person or entity whose application for a Callsign Recommendation was received first. The Supplier shall at the same time remove that callsign from the Public List. "Reasonable grounds" may include (but is not limited to) the following:

- a) the callsign was listed in error;
- b) the callsign was allocated to a deceased amateur to which clause 7.6 would apply but neither the Customer nor the Supplier were previously aware of the death of that amateur;
- c) for whatever reason, the holder of a licence failed to renew that licence; or
- d) the Supplier considers the recommendation of the allocation of that callsign to be inappropriate.

3.5. If the Customer does not accept the recommendation of the Supplier, to withdraw a particular callsign from being available for allocation, it shall within 15 business days

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advise the Supplier accordingly. Otherwise the recommendation of the Supplier shall be deemed to have been accepted.

- 3.6. A Callsign Recommendation shall only be valid for the period indicated on the Callsign Recommendation letter. Ordinarily, this will be 28 days from the date of issue. A later date may be inserted at the Supplier's discretion (e.g. because the Callsign Recommendation is issued immediately prior to a period of holiday, the person seeking the Callsign Recommendation is overseas, the Callsign Recommendation is in respect of an assigned licence or other good reason). An applicant for a Callsign Recommendation shall indicate the reason why a later date is requested on the application form. Once allocated the Callsign remains in force for the period of the licence.
- 3.7. The Supplier shall remove a callsign from the Public List upon making a Callsign Recommendation in respect of that callsign. The Callsign Recommendation forwarded to the Customer shall constitute notice to the Customer that it has done so.
- 3.8. The Customer shall forward to such email addresses as the Supplier shall nominate from time to time:
 - a) an email setting out each callsign allocated that day and the name of the person to whom that callsign is allocated; and
 - b) data showing the licenses and callsigns cancelled or reserved and callsigns allocated that day.
- 3.9. If after 15 business days from the expiration of the validity of a Callsign Recommendation, the data supplied to the Supplier by the Customer, does not show the allocation of that callsign, then the Supplier shall act on the basis that the Callsign Recommendation has expired and the Supplier shall either return that callsign to the Public List or make a further Callsign Recommendation in respect of that callsign.

4. Reserved list

- 4.1. The Supplier shall maintain a list of callsigns that are not presently allocated but are not available for allocation which shall be referred to as the Reserve List.
 - a) The Reserve List shall include:

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- i. the callsigns of deceased amateurs for the period of two years following the expiry of the deceased amateur operator's license;
- ii. any callsign with a combination of letters considered by the Customer as being likely to cause offence to any person or group or to be otherwise inappropriate for any reason, and
- iii. any callsign recommended by the Supplier, accepted by the Customer, to be withdrawn from being available.

5. Callsigns of Deceased Amateurs

- 5.1. The callsign of a deceased Amateur is reserved for two years after the date of the expiry of the period of the licence allocating that callsign.
- 5.2. If the partner or next of kin of a deceased Amateur, or the personal representative, executor or administrator of a deceased Amateur's estate, writes to the Supplier requesting that the deceased Amateur's callsign be allocated to a particular appropriately qualified person prior to the end of the reservation period, the Supplier shall issue a Callsign Recommendation accordingly to that qualified person.
- 5.3. If an appropriate representative of a deceased Amateur writes to the Supplier or the Customer, the Supplier shall remove the callsign from the Reserved List and the Supplier shall make the callsign available on the Public List.
- 5.4. The Supplier will not charge any fee for providing the services regarding the management of callsigns of deceased Amateurs.

6. Callsign Recommendations for Persons Not Holding an Australian Amateur Certificate of Proficiency

- 6.1. A person who wishes to apply for an amateur licence on the basis of:
 - a) an Australian qualification listed;
 - b) a current foreign amateur licence or foreign qualification (including a foreign amateur qualification) listed in Table A or Table B of the Tables of Equivalent Qualifications and Licences, available on the Customer website, as in existence from time to time;
 - c) any other current foreign amateur licence or foreign qualification;may lodge the application for an apparatus licence with the Customer Form R057 (application for apparatus licence(s)), with the appropriate ACMA fee and a Callsign Recommendation.
- 6.2. In such cases, the Supplier will only issue a Callsign Recommendation if the application for a Callsign Recommendation is accompanied by copies of the relevant documents as follows:
 - a) if the applicant wishes to rely on an Australian qualification other than a Certificate of Proficiency, a certified copy of the document evidencing that qualification;

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- b) if the applicant wishes to rely on a current foreign amateur licence, a certified copy of that licence and a certified copy of the photo page of the applicant's passport;
- c) if the applicant wishes to rely on a foreign qualification (including a foreign amateur qualification), a certified copy of the document evidencing that qualification and a certified copy of the photo page of the applicant's passport;
- d) if the applicant's current foreign amateur licence or document evidencing a foreign qualification is not in the English language, then a certified translation must be attached to the certified copy of that licence or the certified copy of that document evidencing the foreign qualification.

6.3. The Supplier will:

- a) not issue a Callsign Recommendation unless it is included in Table A or Table B of the Tables of Equivalent Qualifications and Licences, available on the Customer website, as in existence from time to time;
- b) issue a Callsign Recommendation endorsed "Qualification/Licence contained in Table [A or B, as appropriate]", if the qualification or licence relied on is specified in Table A or Table B of the Tables of Equivalent Qualifications and Licences, available on the Customer website, as in existence from time to time;

6.4. The Supplier may, at any time, provide advice to the Customer about the equivalence of a foreign qualification or a foreign licence (including a foreign amateur licence) with Australian qualifications and Australian licences, for the purposes of the Customer updating the Table of Equivalent Qualifications and Licences, available on the Customer website.

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Appendix iii Further information about Recognition of Prior Learning

Table 1 - Previous Australian amateur qualifications recognised for the purposes of issuing a current amateur certificate of proficiency

Qualifications accepted as equivalent enabling exemption from examinations

Qualification Held	Exemption Granted		
	AOCP(A)	AOCP(S)	AOCP(F)
Amateur Operator's Certificate of Proficiency (Standard) (AOCP(S))	Regulations and Practical	—	—
Amateur Operator's Certificate of Proficiency (Foundation) (AOCP(F))	Practical	Practical	—
Amateur Operator's Certificate of Proficiency (AOCP(A))	Theory and Regulations	Theory and Regulations	Theory and Regulations
Amateur Operator's Limited Certificate of Proficiency (AOLCP)	Theory and Regulations	Theory and Regulations	Theory and Regulations
Novice Amateur Operator's Certificate of Proficiency (Australian) (NAOCP)	Regulations	Theory and Regulations	Theory and Regulations
Novice Limited Amateur Operator's Certificate of Proficiency (Australian) (NLAOCP)	Regulations	Theory and Regulations	Theory and Regulations

Note 1: Australian Certificates of Proficiency will only be issued to persons who successfully pass an Australian amateur examination.

Note 2: Passes in examinations for the theory and regulations components of AOCP, AOLCP, NAOCP and NLAOCP continue to be valid in respect of the AOCP(A) or AOCP(S).

Table 2 - Australian qualifications entitling total or partial exemption for the issue of an amateur licence

Qualification Held	Exemption Granted		
	AOCP(A)	AOCP(S)	AOCP(F)
GMDSS 1 st Class Radio Electronic Certificate	Full	Full	Full

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Radiocommunications General Certificate of Proficiency	Full	Full	Full
First or Second Class Commercial Operator's Certificate of Proficiency	Full	Full	Full
Senior Coast or Coast Station Operator's Certificate of Proficiency (Australia)	Full	Full	Full
Broadcasting Operator's Certificate of Proficiency and Television Operator's Certificate of Proficiency (Australian)	Theory and Practical	Theory and Practical	Theory and Practical

Table 3 - Australian or Foreign qualifications or licences not recognised for the granting of exemptions

Administration	Qualification or licence
Australia	Restricted Marine Operator's Certificate of Proficiency (ROCP) Marine Radio Operator's Certificate of Proficiency (MROCP) Marine Radio Operator's VHF Certificate of Proficiency (MROVCP) GMDSS General Operator's Certificate of Proficiency (GMDSS)
Australia	Aircraft/Aeronautical Operator's Certificate of Proficiency
Australia	Outpost Radiocommunications Licence – assigned and non-assigned

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