Part B – Conditions of Proposal and Contract Framework

Process and Systems Improvement Project

November 2026

Acknowledgement of Country

We acknowledge that Aboriginal and Torres Strait Islander peoples are the First Peoples and Traditional Custodians of Australia, and the oldest continuing culture in human history. We pay respect to Elders past and present and commit to respecting the lands we walk on, and the communities we walk with.

Australian Medical Council Limited

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1. The purpose of Part B

Part B sets out the proposed conditions and contract framework for the procurement process. It informs Respondents of the conditions that govern the process and the contractual structure, commercial principles and contract schedules AMC intends to use for this procurement process.

The Conditions of Proposal govern:

- The preparation and lodgement of any Proposal
- Evaluation and clarification
- Demonstrations and technical validation
- Any proof of concept
- Requirements refinement
- Final offers and any best and final offer (BAFO)
- Due diligence
- Negotiation
- All other procurement activities undertaken before contract execution.

The Request for Proposal (RFP) does not constitute an offer by AMC. A Respondent's participation does not create an entitlement to:

- Progress to a later phase
- Receive a request for a final offer or BAFO
- Enter negotiations
- Receive reimbursement of its costs
- Receive a contract award.

AMC may issue phase-specific instructions. Those instructions form part of the RFP where AMC issues them through an Addendum or another formal procurement communication.

Respondents must review Part B and disclose departures, qualification or conditions. The final Contract will incorporate the agreed scope, Confirmed Requirements Baseline, solution baseline, implementation commitments, acceptance criteria, pricing, service obligations and authorised clarifications established through the RFP process. Part B explains how evaluated requirements and commitments transfer into the Contract.

Part B does not recreate the evaluation methodology. Part Bis not the executed Contract and remains subject to AMC legal review and final negotiation.

Part B should be read with:

- Part A, which contains the invitation details and procurement information
- Part C, which contains the specification and requirements

- Part D Response Schedule
- Part E Requirements Schedule
- Part F Pricing Schedule.

2.1 Order of precedence

If the RFP documents are inconsistent, the following order of precedence applies unless an Addendum states otherwise:

1. The most recent Addendum
2. Part B
3. Part A
4. Part C
5. Part D
6. Part E
7. Part F
8. Part G
9. Any other document issued as part of the RFP.

The order of precedence does not remove the Respondent's obligation to notify AMC of an apparent inconsistency.

2. Acceptance of the Conditions of Proposal

By lodging a Proposal, the Respondent:

- Agrees to comply with these Conditions of Proposal
- Acknowledges that AMC may conduct the procurement in phases
- Acknowledges AMC's rights under the RFP
- Confirms that an authorised person has approved the Proposal
- Accepts responsibility for its Respondent Team
- Confirms that information supplied to AMC is accurate, complete and not misleading
- Acknowledges that AMC may rely on Proposal commitments when negotiating and preparing the contract.

A Respondent that does not accept a Condition of Proposal must identify the proposed departure in the response schedule provided by AMC.

Silence will be treated as acceptance.

3. Respondent eligibility and authority

A Respondent must:

- Be a valid legal entity
- Have authority to submit the Proposal
- Nominate the legal entity or entities proposed to contract with AMC
- Disclose the complete Respondent Team
- Disclose any material legal, regulatory, integrity, sanction, insolvency or financial-capacity matter that may affect delivery
- Hold, or be capable of obtaining, the required insurances
- Provide the corporate and financial information requested by AMC.

AMC may request further information to assess legal standing, ownership and control, authority to contract, financial capacity, insurance, integrity and capacity to perform the proposed contract.

AMC may exclude a Respondent from further participation in the RFP process where AMC considers that the Respondent does not have the standing, capacity or authority required to perform the proposed contract.

4. Respondent Team and accountability

Each Proposal must nominate one Lead Respondent.

The Lead Respondent is responsible for:

- The completeness and accuracy of the Proposal
- Coordination of the Respondent Team
- Disclosure of each material participant
- Integration of the proposed products and services
- Management of interfaces and dependencies within its proposed scope
- The conduct of its Respondent Team
- Ensuring that Respondent Team members comply with the applicable RFP conditions.

Where a Proposal proposes multiple products or delivery parties, it must identify responsibility for solution and design authority, implementation coordination, integration, data migration, testing and end-to-end acceptance, service management, incident and problem resolution, cross-supplier dependencies, and performance where another party causes delay or non-performance.

AMC may consider whether the proposed accountability model is workable and whether it places an unreasonable coordination or integration burden on AMC.

A Respondent remains responsible for its subcontractors and other Respondent Team members unless AMC expressly agrees otherwise.

5. Participation in more than one Respondent Team

A Lead Respondent may submit only one Proposal unless AMC gives prior written approval.

A software publisher, implementation partner or specialist subcontractor may participate in more than one Respondent Team where:

- Each arrangement is disclosed
- The participant has credible capacity to support each Proposal
- Effective confidentiality and information barriers are maintained
- Participation does not compromise competition
- Each Lead Respondent receives the authority and information required to prepare its Proposal
- AMC approval is obtained where requested.

AMC may impose conditions on multiple participation.

AMC may require the participant to withdraw from one or more Respondent Teams where AMC considers that competition, confidentiality, independence, resource capacity or procurement integrity may be affected.

6. Changes to the Respondent Team or solution

A Respondent must not add, remove or substitute a material Respondent Team member, proposed contracting entity, software publisher, implementation partner, key subcontractor, product, platform, solution component or key person without AMC's prior written approval.

A request must explain:

- The reason for the proposed change
- The effect on the Proposal
- The effect on capability, accountability, risk, price and schedule
- Any changed conflict or confidentiality arrangements
- How the Respondent will maintain or improve the evaluated position.

AMC may approve, condition or refuse a proposed change.

AMC may reassess the Proposal or cease the Respondent's participation where the change materially affects the basis on which the Respondent was evaluated or shortlisted.

AMC may invite or approve a team change where requirements refinement identifies the need for additional or different capability. AMC will manage any change consistently with competition, fairness and probity requirements.

7. Respondent costs

Each Respondent is responsible for its own costs of:

- Preparing and lodging its Proposal
- Attending briefings and clarification activities
- Participating in evaluation
- Preparing and conducting demonstrations
- Participating in technical validation
- Participating in any proof of concept
- Responding to a Requirements Baseline Addendum
- Preparing a final offer or BAFO
- Participating in due diligence and negotiation
- Providing other information requested by AMC.

AMC is not liable for those costs, whether or not the procurement proceeds, the timetable changes, AMC returns to an earlier phase, AMC revises the requirements, AMC cancels or reissues the procurement, or the Respondent receives a contract.

8. Communications

All procurement communications must be directed to the AMC contact identified in Part A through the channel specified by AMC.

A Respondent must not approach AMC personnel, Board members, advisers, evaluators or stakeholders about the procurement unless AMC has authorised the contact.

A Respondent must ensure that its Respondent Team complies with this restriction.

Unauthorised contact may result in AMC requiring the contact to cease, imposing conditions on participation, referring the conduct for probity or legal review, or excluding the Respondent.

9.1 Clarification questions

Applicants are considered to have:

1. Examined the RFP and any documents referred to in the RFP; and
2. Satisfied themselves as to the correctness and sufficiency of their Proposalss including prices.

A Respondent may submit clarification questions before the clarification deadline stated in Part A.

AMC may answer a question directly, issue its response to all Respondents, remove information that identifies the questioner, combine similar questions, decline to answer, amend the RFP by Addendum, or extend the procurement timetable.

AMC does not guarantee that a question received after the clarification deadline will be answered.

A verbal statement does not amend the RFP. A change takes effect only when AMC issues it in writing through an Addendum or another formal procurement communication.

9. Addenda

AMC may amend, clarify, supplement or replace any part of the RFP by issuing an Addendum.

A Respondent must monitor the nominated procurement channel, acknowledge each Addendum, consider the Addendum when preparing its Proposal, and update its Proposal where AMC requests an updated response.

AMC may issue an Addendum before or after the Closing Time where this is permitted by the procurement process.

Where an Addendum materially affects the response required, AMC may extend the applicable response period.

After Phase 2, AMC may issue a Requirements Baseline Addendum to record approved changes to the Initial Requirements Baseline and seek a controlled delta response from shortlisted Respondents.

10. Lodgement Instructions

A Proposal must:

- Be lodged by the Closing Time
- Use the lodgement method stated in Part A
- Include all required documents
- Use the required file formats
- Retain the structure of AMC-issued templates unless AMC approves otherwise
- Be free from malicious code and access restrictions
- Use consistent component identifiers across Parts C, D and E
- Identify commercially sensitive material in the manner requested by AMC.

Submission

Email responses including all required documentation to PSI@amc.org.au by RFP Closing Time and Date.

Subject: PSI Project Proposal Submission - *(insert respondent organisation's name/ lead organisation name for more than one provider)*

The file name of each document forming part of the Proposal should:

(a) Include the Applicant's name; and
(b) Where the Proposal comprises multiple files, include a description reflecting the various parts of the Proposal the file represents.

— The total combined size of all Proposal files should not exceed 50 megabytes.
— Proposalss should be completely self-contained. No hyperlinked or other material should be included by reference.
— Applicants must take reasonable steps to ensure the Proposal files lodged are virus and corruption free.

Where AMC requests a native file, submission of a PDF alone does not satisfy the requirement.

The Respondent is responsible for allowing sufficient time to upload and confirm receipt of its Proposal.

AMC is not responsible for a delay caused by the Respondent, its system or its telecommunications provider.

AMC will not accept Tenders received after the RFP Closing Time and Date, unless the Proposal was received late due solely to mishandling by AMC.

11. Late, incomplete and non-conforming Proposals

Respondents are considered to have:

(a) Examined the RFP and any documents referred to in the RFP; and
(b) Satisfied themselves as to the correctness and sufficiency of their Proposals including prices.

AMC may exclude a Proposal that is lodged after the Closing Time, does not satisfy a mandatory condition, omits material information, cannot be opened or evaluated, does not identify a valid legal entity, does not disclose the Respondent Team, does not address the minimum scope, contains a material misrepresentation, or otherwise fails to comply with the RFP.

Any Proposalss that do not meet the minimum content and format requirements or conditions for participation, or are otherwise incomplete or unacceptable, illegible or clearly not competitive may be excluded from consideration at any time during evaluation of Proposals.

Further, each part of this RFP must be satisfactorily completed by Applicants. Where a part of this RFP is not satisfactorily completed, the AMC reserves the right, in its sole discretion, to exclude the Proposal from further consideration.

The AMC may also exclude a Proposal if the Applicant does not promptly provide all reasonable assistance to the AMC, including in relation to the AMC's risk assessment, security, probity or financial investigations, or an insolvency event occurs in relation to an Applicant or any of its related bodies corporate.

Subject to applicable law, fairness and probity, AMC may waive an immaterial irregularity, seek clarification, permit correction of an obvious administrative error, accept or reject a late Proposal, impose conditions on further participation, or exclude the Proposal.

AMC is not required to exercise its discretion in favour of a Respondent.

Applications must be submitted in line with the lodgement instructions. The AMC will not accept applications that are hand-delivered, delivered via post, or faxed.

Unintentional Errors of Form

If the AMC considers that there are unintentional errors of form in a Proposal, the AMC may request the Applicant to correct or clarify the error, but will not permit any material change to the Proposal where to do so would be unfair to other Applicants

12. Clarification and additional information

AMC may request clarification or additional information from a Respondent.

A clarification must explain or substantiate the Proposal.

Unless AMC expressly permits otherwise, a clarification must not materially replace the proposed solution, introduce a new Respondent Team, repair a failure to satisfy a mandatory condition, introduce previously undisclosed scope, materially improve the Respondent's competitive position, or replace information that the RFP clearly required by the Closing Time.

AMC may consider or disregard unsolicited information submitted after the Closing Time.

AMC may conduct separate clarification meetings with Respondents where this is required to test different risks or aspects of each Proposal. AMC will manage those meetings to preserve fairness and evaluation integrity.

13. Procurement phases and progression

The procurement may include:

- Phase 1: Initial market response
- Phase 2: Demonstration, technical validation and optional proof of concept
- Phase 2A: Requirements refinement and confirmed solution baseline
- Phase 3: Final offer, due diligence and optional BAFO
- Phase 4: Negotiation and award
- Phase 5: Mobilisation

Part A provides an overview of each phase.

AMC may assess and progress a complete Proposal, one or more domains within a Proposal, or a separable component of a Proposal.

AMC may invite different Respondents or components to undertake different validation or due-diligence activities where those activities reflect the scope and risks of the relevant Proposal.

A Respondent progresses only where AMC issues a written invitation.

A Respondent that is not invited to progress ceases active participation, subject to continuing obligations concerning confidentiality, records, complaints and debriefing.

14. Demonstrations and technical validation

A shortlisted Respondent may be required to participate in demonstrations and technical or delivery validation.

AMC may issue common scenarios, Respondent-specific clarification scenarios, required participants, preparation instructions, session rules, evidence requirements, data-handling requirements and time limits.

The Respondent must identify whether demonstrated capability is current standard capability, configured capability, an extension or customisation, a prototype or mock-up, roadmap capability, third-party capability, or unavailable.

AMC may record a demonstration or retain supporting evidence, subject to the stated confidentiality and security arrangements.

AMC may reconcile observed behaviour against the written Proposal.

Where a demonstration is inconsistent with the Proposal, AMC may seek clarification, revise its evaluation, impose a condition, require further validation, or cease the Respondent's participation.

A sales presentation, statement or pre-recorded sequence will not be treated as equivalent to observed system behaviour unless AMC states otherwise.

15. Proof of concept

AMC may invite one or more shortlisted Respondents to participate in a limited proof of concept.

AMC will state the applicable purpose, scope, entry criteria, scenarios or uncertainties to be tested, data and environment requirements, expected evidence, time limits, security and confidentiality controls, intellectual-property arrangements, costs and responsibilities, evaluation treatment, and exit criteria.

A proof of concept is not a substitute for a complete Proposal, does not create an entitlement to progress or receive an award, does not authorise production use, does not constitute acceptance of the proposed solution, and may be stopped by AMC at any time.

The Respondent must disclose each limitation, prototype, workaround, manual intervention and non-production element used during the proof of concept.

16. Requirements refinement

After demonstrations, technical validation and any proof of concept, AMC may revise the Initial Requirements Baseline.

AMC may:

- Confirm or clarify a requirement
- Amend its wording or priority
- Add a material omission
- Group or split requirements
- Defer or remove a requirement
- Revise a scenario or acceptance expectation
- Identify a Controlled Discovery Item.

AMC will issue approved changes through a Requirements Baseline Addendum or another controlled procurement communication.

An affected Respondent may be required to provide a response addressing the proposed solution, design implications, implementation activities, AMC responsibilities, dependencies and assumptions, schedule, pricing, risks, acceptance and contract commitments.

A Respondent must not treat a response as an unrestricted opportunity to replace or improve unrelated parts of its Proposal.

AMC may reassess affected parts of a Proposal. Earlier scores or conclusions may be revised where the requirements or evidence basis has materially changed.

Where a proposed change could have influenced participation during the open-market phase or materially changed the competitive basis, AMC may extend the procurement, return to an earlier phase, reopen the procurement, reissue the RFP, pause, cancel, or stop.

17. Phase 2A

AMC will not request final offers or BAFO until AMC has approved the Confirmed Requirements Baseline at Gate 2A.

Gate 2A may result in AMC deciding to proceed to final offer or BAFO, proceed with conditions, seek further evidence, return to validation, continue requirements refinement, extend the procurement, reopen or reissue the procurement, pause, cancel, or stop.

AMC is not required to approve every proposed change to the Confirmed Requirements Baseline proposed by the Respondent.

18. Final offers and BAFO

AMC may invite one or more Respondents to submit a final offer or BAFO.

The invitation will identify the permitted scope of revision, the Confirmed Requirements Baseline, required response schedules, required pricing maturity, due-diligence requirements, contract-departure requirements, evaluation treatment, and the applicable deadline.

A Respondent must not revise a part of its Proposal outside the permitted scope unless AMC approves the revision in writing.

A request for a final offer or BAFO does not commit AMC to accept the lowest-priced offer, a revised offer, a BAFO, or any Proposal.

AMC may request more than one round of revised offers where the stated process permits this. The AMC will manage the process consistently with fairness and probity so far as practicable.

19. Evaluation

AMC may:

- Evaluate the complete Proposal individual domains or separable components
- Written evidence
- Demonstrations and proof-of-concept evidence
- Clarification and updated responses
- References and due-diligence findings

- Final offers or BAFO
- Any other information that AMC is lawfully entitled to consider.

AMC may consider:

- Mandatory compliance
- The published evaluation criteria
- Requirements coverage
- Cultural safety and Indigenous participation
- Evidence strength
- Affordability
- Whole-of-life value
- Delivery and integration risk;
- Assumptions and dependencies
- Respondent Team capability and capacity
- Contract departures
- Security, privacy, records and accessibility
- Market sufficiency
- Probity and legal matters.

A weighted score does not compel AMC to progress or select a Proposal.

AMC may decline to progress a Proposal that has an unacceptable mandatory failure, residual risk, affordability position, dependency, contract departure, or due-diligence outcome.

20. Due diligence and references

AMC may undertake due diligence at any stage. Due diligence may include but is not limited to:

- Customer and industry reference checks
- Corporate and ownership checks
- Financial-capacity assessment
- Insurance verification
- Key-person reference
- Product and publisher verification
- Security and privacy assessment
- Legal and regulatory checks
- Conflict and integrity checks
- Site visits

- Validation of Proposal claims.

The Respondent authorises AMC to contact nominated references and other relevant persons where permitted by law.

The Respondent must obtain any consent required for AMC to verify information about a Respondent Team member or key person.

AMC may consider adverse, inconsistent or unverified information when determining whether the Respondent should progress.

21. Negotiation

AMC may negotiate with one or more Respondents.

Negotiation may be sequential or concurrent and may address:

- Scope
- Solution and design boundaries
- Licensing; responsibilities
- Implementation
- Interfaces and dependencies
- Acceptance; pricing and payment
- Risk allocation
- Service levels
- Contract departures
- Transition
- Exit from negotiation.

AMC may cease negotiation with a Respondent and commence or continue negotiation with another Respondent.

AMC may require reassessment where a negotiated change materially affects the evaluated basis, value, risk or competitive position.

No binding contract exists until authorised representatives of AMC and the successful Respondent execute a written agreement.

22. AMC rights

To the extent permitted by law, AMC may at any time:

- Amend, clarify or replace the RFP
- Extend or change the timetable
- Seek clarification or further information

- Waive any irregularity
- Accept or reject a late Proposal
- Exclude a non-conforming Proposal
- Shortlist a complete Proposal or separable component
- Conduct demonstrations, validation or proof of concept
- Revise the requirements
- Issue a Requirements Baseline Addendum
- Request a delta response, final offer or BAFO
- Reassess a Proposal
- Conduct due diligence
- Negotiate with one or more Respondents
- Change the proposed contracting or award structure
- Award one contract, multiple contracts or no contract
- Return to an earlier phase
- Reopen or reissue the procurement
- Suspend or pause the procurement
- Cancel or terminate the procurement
- Decide not to proceed to contract.

AMC is not required to select the Proposal with the lowest price or highest weighted score.

AMC will exercise its rights subject to applicable law, , the stated procurement process and probity.

23. No contract, representation or reliance

AMC has prepared the RFP to assist Respondents to prepare a Proposal. Neither the RFP nor a Respondent's participation in the procurement process creates a process contract between the AMC and any Respondent or participant.

Except where the RFP expressly states otherwise, AMC does not warrant that the information is complete, accurate or suitable for a Respondent's particular purpose.

Each Respondent must:

- Make its own enquiries
- Assess the requirements and operating context
- Identify assumptions and dependencies
- Seek clarification where information is unclear
- Satisfy itself that its Proposal is viable.

This section does not limit an obligation or liability that cannot lawfully be excluded.

24. Proposal warranties

By submitting a Proposal, the Respondent warrants that:

- The Proposal is accurate, complete and not misleading
- Material facts have not been omitted
- The Respondent has authority to provide the Proposal and Proposal Material
- The proposed products and services can be provided as described
- The nominated personnel and Respondent Team members have been consulted and are available as represented
- Pricing and assumptions have been prepared with reasonable care
- The required intellectual-property rights are available for the proposed use
- No undisclosed conflict prevents participation
- The Proposal complies with applicable law.

The Respondent must promptly notify AMC if a warranty becomes incorrect before contract execution.

AMC may reassess or exclude the Proposal where a warranty is incorrect.

25. Confidentiality

A Respondent must:

- Keep confidential an RFP document that AMC identifies as confidential
- AMC information that is confidential by nature or designation
- Information obtained through demonstrations, workshops, proof of concept, due diligence or negotiation
- Personal information; and information about other Respondents or the evaluation process.

A Respondent may disclose confidential information only to people who need the information to prepare or support the Proposal and are bound by equivalent confidentiality obligations.

A Respondent must apply appropriate controls to prevent unauthorised access, use or disclosure.

The confidentiality obligations continue after the Respondent ceases participation.

25.1 AMC disclosure rights

AMC may:

- Disclose Proposal Material to AMC personnel, advisers and evaluators; to governance and approval bodies
- For audit, probity, insurance or legal purposes
- Where required by law
- To investigate a complaint or procurement-integrity issue

- As otherwise stated in the RFP.

AMC will manage Respondent information in accordance with its applicable legal and policy obligations.

25.2 Public statements

A Respondent must not make a public announcement, media statement, case-study claim or marketing statement about the RFP, the Respondent's participation, its progression or shortlisting, its negotiations with AMC, or the procurement outcome without AMC's prior written approval.

26. Privacy, information security and data

This section shall be read in conjunction with **Attachment A** to this document.

A Respondent must comply with AMC's procurement-stage privacy, security and information-handling instructions.

A Respondent must not:

- Use AMC data for an unauthorised purpose
- Transfer AMC data to an unapproved environment
- Use personal, sensitive or production data for a demonstration or proof of concept unless AMC approves the use in writing
- Retain AMC information beyond the period authorised by AMC
- Disclose AMC information to an unauthorised third party.

AMC may impose additional controls for a demonstration, proof of concept, due-diligence activity or negotiation.

The Respondent must notify AMC promptly of any actual or suspected unauthorised access, use, loss or disclosure involving AMC information.

27. Conflicts, collusion and improper conduct

A Respondent must disclose any actual, potential or perceived conflict of interest promptly.

A Respondent must not:

- Engage in collusive conduct
- Improperly influence an AMC decision-maker or evaluator
- Offer an inducement connected with the procurement
- Seek confidential information about another Respondent or Proposal
- Agree with another person to affect competition improperly
- Engage in misleading, deceptive or unlawful conduct.

AMC may impose a conflict-management plan, require changes to a Respondent Team, restrict contact or access, exclude a Respondent, or refer suspected unlawful conduct to an appropriate authority.

28. Intellectual property

Ownership of pre-existing intellectual property in Proposal Material remains with the existing owner.

The Respondent grants AMC a non-exclusive, royalty-free licence to use and copy Proposal Material for:

- Evaluating the Proposal
- Undertaking reference checks
- Conducting governance and approval activities
- Conducting audit and probity review
- Developing and negotiating the proposed contract
- Maintaining procurement records
- Managing a complaint or legal matter.

The Respondent must identify in any Proposal Material that AMC cannot use for those purposes.

Intellectual-property arrangements for a proof of concept may be set out in the applicable invitation.

Participation in a proof of concept does not transfer ownership of pre-existing intellectual property unless the parties agree otherwise in writing.

AMC retains ownership of its RFP documents, scenarios, data and other materials, subject to any identified third-party rights.

29. Records

A Respondent must retain sufficient records to substantiate its Proposal, clarifications, demonstrations, proof-of-concept activity, delta responses, final offers, BAFO and negotiations.

The Respondent must retain those records until at least the later of the end of the Proposal validity period, the conclusion of a complaint or review involving the Respondent, or another period notified by AMC.

The Respondent must provide relevant records where AMC reasonably requires them to verify a Proposal commitment or investigate a procurement-integrity matter.

According to its record policy, the AMC shall retain all documents and records relating to this procurement process and shall destroy them 10 years after the last date of the Activity as per AMC records policy.

30. Complaints

A Respondent may submit a procurement complaint through the following channel:

- Julie Goodchap
- Email: Privacy@amc.org.au

A complaint must identify the procurement action or decision in question, the basis of the complaint, supporting information, and the outcome sought.

AMC may continue the procurement while considering a complaint unless AMC decides otherwise.

Submission of a complaint does not extend a procurement deadline unless AMC confirms an extension in writing.

31. Debriefing

Following a final procurement decision, AMC may offer an unsuccessful Respondent a debriefing. If AMC is unable to provide a debriefing due to the volume of requests, AMC shall provide written notice of its inability to do so. AMC may also explore the option of providing written feedback.

A debriefing will address the Respondent's Proposal.

AMC will not disclose another Respondent's confidential information, another Respondent's detailed evaluation, comparative pricing information, panel deliberations, or legally privileged information.

A debriefing does not constitute a review or appeal of the procurement decision.

32. Governing law

The laws of Australian Capital Territory govern the RFP and procurement process.

Each Respondent submits to the non-exclusive jurisdiction of the courts of Australian Capital Territory.

33. Proposed contracting model

AMC may award one contract, several coordinated contracts or a prime-contractor arrangement.

Each Proposal must identify one Lead Respondent and proposed contracting entity for its nominated scope. Where AMC awards separate components, each supplier remains responsible for its contract, interfaces, dependencies and cooperation obligations.

Master	Proposed position
Contracting parties	AMC and each successful legal entity.
Contract structure	One agreement, coordinated agreements or a prime-contractor model.
Term	[Implementation period] plus [support term] and [extension options].
Contract precedence	Executed agreement and special conditions; agreed schedules; final Proposal commitments; RFP documents, in the order confirmed by legal counsel.
Governing law	The Laws of the Australian Capital Territory and applicable Commonwealth (Federal) laws of Australia apply to this Contract.
Liability and insurance	To be tailored to the solution, data, security, delivery and multi-supplier risk profile.

34. Core contract conditions

The supplier must provide the contracted products and services with due care, skill and diligence and in accordance with the agreed Requirements.

Fees must be all-inclusive except for expressly stated and accepted charges. A Respondent has no right to charge an amount that is not identified in the pricing schedule or approved under change control.

Deliverables and milestones are payable only when the agreed acceptance basis has been met and a valid invoice has been submitted.

The Respondent remains responsible for approved subcontractors, publishers and Respondent Team members used to deliver its obligations.

Material changes to products, key personnel, subcontractors, hosting, subprocessors or solution components require AMC approval.

The contract must preserve AMC ownership of its data and provide rights to access, use, extract, transfer and delete that data.

Security, privacy, records, accessibility, cultural safety and AI obligations will apply throughout implementation, operation and exit.

Exit assistance must support orderly transfer to AMC or a replacement supplier without unreasonable lock-in.

35. Multi-supplier and interface obligations

Respondents must cooperate with AMC and other suppliers and must not impede integration, testing, cutover, support or exit.

Each interface must have agreed delivery ownership, operational ownership, security responsibilities, service targets, monitoring, reconciliation and incident routing.

A Respondent cannot claim relief for another party's act or omission unless the dependency and relief mechanism are expressly identified in the contract.

Shared acceptance criteria must identify responsibility where a failure occurs at a Respondent boundary.

AMC retains decision authority for service integration and may allocate operational coordination through an agreed schedule.

36. Acceptance and payment

Stage	Proposed contract treatment
Submission	Supplier submits the deliverable and evidence against agreed criteria.
Review	AMC reviews within the period stated in the relevant schedule.

Decision	AMC may accept, accept with minor conditions, reject with reasons or request agreed further evidence.
Remediation	Supplier remedies supplier-responsible non-conformance without additional cost.
Payment	Invoice entitlement arises after acceptance and subject to the agreed payment schedule.
Critical controls	No deemed acceptance for security, privacy, migration reconciliation, production readiness or latent defects, subject to legal review.

37. Change control

No change to scope, requirements, solution, price, schedule, key personnel, assumptions or risk allocation is effective unless approved under the contract change process. A change request must state the reason, options, impact, price basis, schedule effect, risks, dependencies and acceptance consequences.

38. Contract schedules

Schedule	Title	Purpose
1	Statement of Work	Final scope, domains, products, services, boundaries, inclusions and exclusions.
2	Requirements and Traceability	The single controlled requirements schedule containing the Confirmed Requirements Baseline approved at Gate 2A, including original identifiers, approved dispositions, solution and accountable-entity mapping, accepted assumptions and dependencies, expected acceptance evidence and traceability to scope, solution, implementation, fees, testing and acceptance.
3	Solution Baseline	Products, editions, versions, configuration, extensions, customisations, third parties and architecture.
4	Implementation Plan	Work breakdown, milestones, resources, AMC inputs, dependencies, schedule and controls.
5	Deliverables and Acceptance	Deliverables, acceptance criteria, evidence, review periods, defects and remedies.
6	Data Migration and Records	Sources, mappings, reconciliation, archival, retention, disposal and decommissioning.
7	Integration and Interfaces	Interfaces, ownership, monitoring, reconciliation, support and change.

8	Security, Privacy, Accessibility and AI	Controls, assurance, incidents, subprocessors, accessibility and AI conditions.
9	Testing and Quality	Test levels, environments, traceability, defects, assurance and quality gates.
10	Change, Training and Adoption	Impacts, communications, training, knowledge and adoption measures.
11	Cutover, Hypercare and Transition	Readiness, fallback, command, stabilisation and service acceptance.
12	Support and Service Levels	Hours, priorities, targets, remedies, maintenance, reporting and improvement.
13	Governance and Key Personnel	Forums, decisions, reporting, key people, substitutions and escalation.
14	Fees and Payment	Final Part E price, milestones, indexation, consumption, expenses and options, aligned to the Confirmed Requirements Baseline.
15	Proposal Commitments and Clarifications	Accepted commercial and delivery assumptions, owners and relief.
16	Exit and Transition Assistance	Data and configuration export, knowledge transfer, cooperation, rates and deletion.
17	Proposal Commitments and Clarifications	All material evaluated Proposal commitments and authorised clarifications, reconciled to the Confirmed Requirements Baseline.
18	Departures and Special Conditions	Final negotiated departures and special conditions.
19	Production Data	Data generated as a result of this RFP or contracting process
20	Delta Response	Detailing *only* the changes, price adjustments, or updated terms (the "delta" or variance or revision) from original submission.

39. RFP Response

Respondents must record every proposed departure or qualification in Part D.
AMC may treat an undisclosed departure as non-compliance or may rely on the unqualified RFP position.
Respondents must also identify any condition that affects price, scope, acceptance, liability, data, security, support or exit.

Appendix

Definitions

Term	Definition
Addendum	A written amendment, clarification or supplement issued by AMC as part of the RFP.
AMC	Australian Medical Council Limited.
BAFO or Best and Final Offer	A revised and final offer requested by AMC under Section 20.
Base Proposal	The Respondent's principal conforming Proposal.
Closing Time	The date and time stated in Part A, as amended by Addendum.
Confirmed Requirements Baseline	The requirements baseline approved by AMC at Gate 2A.
Consortium	Two or more organisations collaborating to submit and deliver a combined solution, bringing together complementary capabilities, products or services.
Controlled Discovery Item	A matter approved by AMC for further investigation or elaboration after contract award within defined scope, responsibility, commercial and change-control boundaries.
Configuration	Delivered through supported configuration using standard product tools.
Current standard capability	Available in the proposed product, edition or service without implementation change beyond normal activation.
Customisation	Requires bespoke code or modification that may affect support, testing or upgradeability.
Extension	Delivered through a supported extension that remains separate from the product core.
Gate	A formal AMC decision point determining whether and how the procurement will proceed.
Gate 2A	The AMC decision point for approval of the Confirmed Requirements Baseline and authority to request final offers or BAFO.
Initial Requirements Baseline	The requirements issued by AMC for response in Phase 1.
Joint venture	Two or more organisations establish a formal joint arrangement, potentially through a separate legal entity, to jointly pursue and deliver the opportunity.
Lead Respondent	The organisation nominated as the primary point of responsibility for preparing, coordinating and submitting the response on behalf of multiple participating organisations. Unless otherwise specified, being the lead respondent does not necessarily mean it will hold sole contractual accountability if the proposal is successful.

Partnership or coordinated supplier team	Two or more organisations working together to provide an integrated solution or service, with each organisation contributing defined capabilities or responsibilities. The arrangement may be less formally structured than a consortium or joint venture but should clearly establish accountability and interfaces between suppliers.
Phase 2A	The requirements-refinement phase conducted after solution validation and before final offers or BAFO.
Prime contractor	One entity acts as the principal contractor and holds overall contractual accountability for delivery, while engaging and managing subcontractors or other third parties to deliver components of the solution or services.
Proof of Concept	A limited and controlled activity used to test one or more material uncertainties or high-risk requirements.
Requirements Baseline Addendum	An Addendum issued after Phase 2 that records approved changes to the Initial Requirements Baseline.
Respondent	The legal entity that submits a Proposal, which may be a Lead Respondent.
Respondent Team	The Lead Respondent and each disclosed consortium member, implementation partner, software publisher, subcontractor or other material participant.
Professional or managed service	Delivered through a professional or recurring managed service rather than product capability.
Proposal	The Respondent's complete response, including any approved clarification, delta response, final offer or BAFO.
Proposal Material	All information, documents, models, demonstrations, data and other material supplied by or for a Respondent during the procurement.
Roadmap	Not currently available and dependent on a future product release. The response must state whether it is publicly committed, contractually committed, subject to a target release, dependent on another party or indicative only.
Single entity	One legal entity submits the response and, if successful, enters into the contract and assumes responsibility for delivery of the proposed technology solution and services.
Third-party capability	Delivered by another identified product, supplier or service.
Unavailable capability	The proposed solution does not provide the capability.

Attachment A - SharePoint Folder Deed Poll

SharePoint Folder DEED POLL

***[Note to Applicants**: Please carefully read the terms and conditions outlined in this Deed Poll before completing the online form. As part of the registration process to participate in this RFP, each Applicant must complete and execute the Deed Poll by submitting the online form linked on the RFP web page. Access to the additional information contained in the SharePoint folder will only be granted once the RFP Registration and SharePoint Access form has been submitted.*

*AMC will communicate any changes to the Request for Proposal (RFP) using the email address provided in the submitted online RFP Registration and SharePoint Access form.**]***

Recitals

A The AMC has issued a Request for Proposal (RFP) for the provision of Process and Systems Improvement Project, and the Applicant is considering responding to the RFP.

B To assist the Applicant to prepare its response to the RFP, the AMC has made information available in a SharePoint Folder, on the terms and conditions of this Deed Poll.

C The Applicant has agreed to only access, receive and use the information in the SharePoint Folder on the terms and conditions of this Deed Poll.

D The AMC will potentially suffer damage if the information in the SharePoint Folder is disclosed or used other than in accordance with the terms and conditions of this Deed Poll.

It is agreed as follows.

1. DEFINITIONS

1.1 In this Deed Poll, unless the contrary intention appears:

Approved Purpose means:

(a) preparation of the Applicant's Proposal in response to the RFP;

(b) participation by the Applicant and its Representatives in this RFP process; and

(c) any other purpose permitted by the AMC in writing from time to time.

For clarity, the Approved Purpose does not include preparation of a response for any other procurement process, or participation in any other procurement process.

Confidential Information means all information in any form that is made available by the AMC as part of the SharePoint Folder in connection with this RFP process, other than:

(a) information that is in the public domain (other than because of a breach of this Deed Poll or of any obligation of confidence owed by the Applicant, or any of its Representatives);

(b) information that is already in the possession of the Applicant, or any of its Representatives, prior to the date of execution of this Deed Poll without an obligation of confidentiality applying to it; and

(c) information that subsequently comes into the possession of the Applicant, or any of its Representatives, after the date of execution of this Deed Poll without an obligation of confidentiality applying to it.

Consortium Member means a member of a consortium with which the Applicant is intending to prepare a Proposal.

Corporations Act means the *Corporations Act 2001* (Cth).

SharePoint Folder means any physical or virtual SharePoint Folder containing a collection of documents, material and information established by the AMC to be accessed by the Applicant following execution of this Deed Poll.

SharePoint Folder Protocol means any protocol or instructions governing access to the SharePoint Folder which may be provided or made available by the AMC to the Applicant from time to time, including any amendments or variations to it.

Document includes:

(a) any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and

(b) any article or material from which sound, images or writings are capable of being reproduced with or without the aid of any other article or device (including electronic documents).

Foreign Country means a country other than Australia.

Law means any applicable law, including common or customary law, equity, judgments, legislation, orders, regulations, statutes, by-laws, ordinances or any other legislative or regulatory measures (including any amendment, modification or re-enactment of them).

Public Computer means any computing device which is accessible by members of the public.

Related Entity has the meaning given in section 9 of the Corporations Act.

Representative means:

(a) a Consortium Member of the Applicant;

(b) a Related Entity of the Applicant or of a Consortium Member of the Applicant; and

(c) a director, officer, agent, employee, independent contractor or adviser of the Applicant, a Consortium Member or their Related Entities (whether or not still employed or engaged in that capacity),

who receives or has access to any of the Confidential Information.

Proposal means a response to the RFP submitted by the Applicant or a consortium of which the Applicant is a member.

2. INTERPRETATION

2.1 Unless the contrary intention appears, terms used in this Deed Poll that are not defined in this Deed Poll have the meaning given in the RFP.

2.2 The following rules apply unless the context requires otherwise:

2.2.1 headings are for the purpose of convenient reference only and do not form part of this Deed Poll;

2.2.2 the singular includes the plural, and the converse also applies;

2.2.3 if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

2.2.4 a reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;

2.2.5 a reference to a clause or schedule is a reference to a clause of, or schedule to, this Deed Poll;

2.2.6 a reference to an agreement or Document (including a reference to this Deed Poll) is to the agreement or Document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed Poll or that other agreement or Document;

2.2.7 the word "includes" in any form is not a word of limitation;

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

2.2.9 a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that person novates any rights;

2.2.10 a reference to a *right* or *obligation* of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately); and

2.2.11 the rule of interpretation does not apply to this Deed Poll to the detriment of a party because that party was responsible for the drafting of this Deed Poll or any part of it.

3. BENEFIT OF THIS DEED POLL

3.1 The Applicant acknowledges and agrees that the undertakings in this Deed Poll are given for the benefit of, and may be relied upon and enforced by:

3.1.1 the AMC; and

3.1.2 any other person whose Confidential Information is disclosed to the Applicant through the SharePoint Folder.

4. SharePoint Folder

4.1 The Applicant acknowledges that the terms of access to the SharePoint Folder will be governed by any SharePoint Folder Protocol provided or made available by the AMC to the Applicant from time to time.

4.2 Some of the non-policy information and documents made available to Applicants via the SharePoint folder such as process maps, procedural documentation, and related supporting materials, are provided solely for the

purpose of assisting Applicants in developing a comprehensive understanding of the anticipated scope of work under this Request for Proposal (RFP).

4.3 Applicants are advised that these materials may include draft, de-identified, outdated, or illustrative content and should not be relied upon as an accurate or current reflection of the AMC's existing operational procedures or systems.

4.4 The AMC does not warrant the completeness or accuracy of any materials made available for reference in the SharePoint folder, and accepts no liability for any interpretation or assumption drawn therefrom. It is the responsibility of each Applicant to exercise professional judgement in using such information to inform their proposal.

4.5 If the Applicant is given access to the SharePoint Folder, the Applicant must comply with the terms of this Deed Poll, any SharePoint Folder Protocol and any directions from the AMC, at all times, including in respect of the control, storage, management, printing and general handling of the information gained from access to the SharePoint Folder.

4.6 The Applicant must, and the Applicant must ensure that each of its Representatives:

4.6.1 comply with any security or other requirements specified by the AMC in respect of the SharePoint Folder and its contents;

4.6.2 not disclose, or permit the use of, any account or pass access details (including passwords if any) which are necessary to access the SharePoint Folder without the AMC's prior written consent (other than provision to the Applicant's Representatives of any access details which have been provided to the Applicant by the AMC for use by the Applicant's Representatives);

4.6.3 not access the SharePoint Folder from any Public Computer or using any open networks; and

4.6.4 close all sessions to the SharePoint Folder when access to the SharePoint Folder is no longer required.

4.7 The Applicant acknowledges that as part of its rights under this Deed Poll, The AMC may at any time and for any reason immediately or by providing some warning, remove or revoke the Applicant's ability to access, or the ability of any or all of its Representatives to access, the SharePoint Folder.

5. RESTRICTIONS ON DISCLOSURE AND USE OF INFORMATION

5.1 Except as permitted by clause 7 of this Deed Poll, or otherwise with the AMC's express prior written consent, the Applicant must, and must ensure that each of its Representatives must:

5.1.1 not disclose, or permit the disclosure of, any Confidential Information to any other person;

5.1.2 only use the Confidential Information to the extent necessary for the Approved Purpose and not use, or cause or permit to be used, any Confidential Information except to the extent necessary for the Approved Purpose;

5.1.3 not display any Confidential Information in a public space when carrying that information;

5.1.4 not use, or cause or permit to be used, any Confidential Information to the current or potential disadvantage of the AMC;

5.1.5 not reproduce or record, or cause or permit any reproduction or recording of, any Confidential Information, except to the extent necessary for the Approved Purpose;

5.1.6 not make, or cause or permit to be made, any Documents based on or relating to any Confidential Information except to the extent necessary for the Approved Purpose;

5.1.7 not introduce any Confidential Information into any computer system or other device operated, controlled or which may be accessed to any extent by a person other than the Applicant, or a person to whom disclosure is permitted by clause 7, and then only to the extent necessary for the Approved Purpose; and

5.1.8 comply with instructions given to it from time to time by the AMC regarding protection of the Confidential Information, including any new or revised SharePoint Folder Protocol.

5.2 Without limiting this Deed Poll, if any information or documentation is marked 'in confidence' or with some other combination of words to indicate that it is confidential, the Applicant must not disclose such information, in any manner, to a Foreign Country, or a citizen or entity of a Foreign Country (including any Representatives), without the prior and explicit written approval of the AMC.

5.3 If the Applicant is uncertain as to whether any information is Confidential Information, the Applicant must treat the information as if it were Confidential Information and as not being in the public domain unless and until the AMC agrees in writing that the information may be treated otherwise.

6. ACCESS AND STORAGE OF CONFIDENTIAL INFORMATION

6.1 Without limiting clause 5, the Applicant must:

6.1.1 keep all Confidential Information within its control and ensure that the Confidential Information is properly and securely stored within Australia and held in strict confidence at all times in accordance with any storage requirements specified by the AMC; and

6.1.2 take all reasonable steps to protect any Confidential Information in the Applicant's possession or control, and all material containing or referring to such Confidential Information, against any unauthorised collection, copying, use, disclosure, access to, damage or destruction.

7. WHEN APPLICANT MAY DISCLOSE

7.1 The Applicant may only disclose the Confidential Information:

7.1.1 to its Representatives who:

(a) have a need to know the Confidential Information in order for the Applicant to carry out the Approved Purpose; and

(b) if required by the AMC, have executed a similar undertaking to this Deed Poll in favour of the AMC;

7.1.2 to the extent required by Law; or

7.1.3 with the express prior written consent of the AMC (which may be granted or withheld in its absolute and unfettered discretion).

7.2 If the Applicant is required to disclose any Confidential Information by Law, prior to disclosure of the Confidential Information, the Applicant must as soon as practicable notify the AMC and give full details of the circumstances in which disclosure is required.

8. APPLICANT'S REPRESENTATIVES

8.1 The Applicant must ensure that its Representatives (whether or not still employed or engaged in that capacity) do not do, or omit to do, anything which, if done or omitted to be done by the Applicant, would be a breach of the Applicant's obligations under this Deed Poll.

8.2 The Applicant must give the AMC all assistance it reasonably requires to take any action or bring any proceedings for a breach of any of the undertakings contained in this Deed Poll.

9. DURATION OF OBLIGATIONS

9.1 The obligations of the Applicant under this Deed Poll will continue for as long as the information in the SharePoint Folder remains Confidential Information, unless a SharePoint Folder Protocol specifies a different period.

10. RETURN OF INFORMATION

10.1 The Applicant must:

10.1.1 return to the AMC at the Applicant 's expense all Confidential Information in the possession, power or control of the Applicant or its Representatives on the earlier of:

(a) a demand by the AMC (without needing to reduce the demand to writing); and

(b) the time the Confidential Information is no longer required for the Approved Purposes (including if the Applicant decides not to submit a response to the RFP); and

10.1.2 if directed by the AMC in writing, destroy, and permanently delete any Confidential Information in its possession, power or control or that of its Representatives (including on any servers or backups) (and must certify to the AMC that it has done so upon request).

10.2 If the AMC makes a demand under clause 10.1.1 or a direction under clause 10.1.2, and the Applicant has:

10.2.1 placed any Confidential Information with a third party; or

10.2.2 is aware that any Confidential Information is beyond its possession or control,

then the Applicant must provide full particulars to the AMC of the location, identity and contact details of any person who has custody or control of the Confidential Information.

10.3 Subject to clause 10.1, the Applicant must, if directed by the AMC in writing, destroy, and permanently delete any Confidential Information in its possession, power or control or that of its Representatives (including on any servers or backups) (and must certify to the AMC that it has done so upon request).

10.4 Return or destruction of any Confidential Information referred to in this clause does not release the Applicant from its obligations under this Deed Poll.

11. BREACH OF CONFIDENTIALITY OBLIGATIONS

11.1 The Applicant must immediately notify the AMC of, and take all steps necessary to prevent:

11.1.1 any actual, threatened or suspected breach of this Deed Poll or SharePoint protocol by the Applicant; or

11.1.2 any unauthorised use, disclosure of, or access to, the Confidential Information by the Applicant, its Representatives or any third party;

and must comply with any directions issued by the AMC regarding such breach or unauthorised use, disclosure or access.

11.2 The Applicant must provide such assistance as may be reasonably requested by the AMC in relation to any claim or proceedings that the AMC may take against the Applicant's Representatives or any third party for unauthorised use or disclosure of any of the Confidential Information.

11.3 Without limiting the AMC's rights under this Deed Poll, or otherwise at Law, the Applicant agrees that if it fails to comply with its obligations under this Deed Poll, AMC may, in its discretion, do any one or more of the following:

11.3.1 immediately remove or revoke the Applicant's ability to access, or the ability of its Representatives to access, the SharePoint folder;

11.3.2 exclude the Applicant from this RFP process; and

11.3.3 require the Applicant to take such further steps (including the return of all Confidential Information or the provision of further undertaking) as the AMC reasonably considers necessary to avoid, or minimise, the impact on the AMC of the Applicant's breach of this Deed Poll.

11.4 The Applicant must give the AMC all assistance it reasonably requires to take any action or bring any proceedings for breach of the undertakings contained in this Deed Poll.

12. INDEMNITY

12.1 The Applicant indemnifies the AMC (including each of its officers, employees and agents) against all liability or loss (including loss of profits) arising directly or indirectly from, and any costs, charges and expenses incurred in connection with:

12.1.1 any breach by the Applicant of this Deed Poll; and

12.1.2 any act or omission by any Representatives which, if done or omitted to be done by the Applicant, would breach the Applicant's obligations under this Deed Poll.

13. INJUNCTIVE RELIEF

13.1 The Applicant acknowledges that damages may not be a sufficient remedy for the AMC for any breach of this Deed Poll and that the AMC is entitled to injunctive relief (as appropriate) as a remedy for any breach or suspected or threatened breach by the Applicant, in addition to any other remedies available at Law or in equity.

14. NO RIGHT TO INFORMATION

14.1 The Applicant acknowledges that it will obtain no right, title or interest in the Confidential Information.

15. ACKNOWLEDGEMENTS

15.1 The Applicant acknowledges and agrees that improper use or disclosure of any Confidential Information provided to the Applicant would be detrimental to the AMC in the performance of its functions and would also cause harm to any third parties with an interest in the Confidential Information.

15.2 The Applicant acknowledges and agrees that:

15.2.1 the AMC does not warrant the accuracy, veracity or completeness of the Confidential Information;

15.2.2 the AMC does not accept any responsibility to inform, or to provide any further information to, the Applicant if the AMC becomes aware of any inaccuracy, incompleteness or change in the Confidential Information;

15.2.3 it must make its own assessment of the Confidential Information and satisfy itself as to the accuracy, content, legality and completeness of that information;

15.2.4 nothing in the Confidential Information constitutes a recommendation or offer with respect to the Proposal; and

15.2.5 it will conduct its own independent enquiries and analyses and will form, and rely upon, its own opinions in relation to the Confidential Information.

16. WAIVER

16.1 A failure or delay by any party to enforce a provision of this Deed Poll will not be construed as in any way affecting the enforceability of that provision or this Deed Poll as a whole.

17. OBLIGATIONS ARE ADDITIONAL TO ANY OTHER ARRANGEMENT

17.1 The rights and obligations created by this Deed Poll are in addition to any other obligation or duty which may arise under any contract, agreement, statute or otherwise of which the Applicant is a party or by which it is bound.

18. GOVERNING LAW AND JURISDICTION

18.1 This Deed Poll is governed by the Laws of the Australian Capital Territory. The Applicant submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

19. NO EXCLUSION OF LAW

19.1 This Deed Poll will not be construed to exclude the operation of any principle of Law or equity intended to protect and preserve the confidentiality of the Confidential Information.

20. AMENDMENTS

20.1 This Deed Poll may not be revoked without the prior written consent of the AMC.

21. SEVERABILITY

21.1 If any provision of this Deed Poll is held to be invalid or unenforceable, it will be severed and the remaining provisions will not in any way be affected or impaired.

22. REMEDIES CUMULATIVE

22.1 The rights and remedies provided under this Deed Poll are cumulative and not exclusive of any rights or remedies provided by Law or any other such right or remedy.

23. COSTS

23.1 Except as otherwise provided in this Deed Poll, each party must pay its own costs and expenses in connection with preparing, executing, and performing this Deed Poll.

24. **Executed** and delivered as a **Deed Poll**.

25. Registration and Access to Additional Information

After reviewing the RFP documents (Part A to F), interested Applicants must formally register their intent to participate in the RFP process by completing the online registration form following the link provided on the tender web page.

Registrations must be submitted no later than ***5:00 PM AEST, Wednesday 20 January 2027.***

Upon receipt of a completed registration form and confirmation, Applicant will be granted access to a secure SharePoint folder containing additional supporting documentation relevant to this RFP.



Australian
Medical Council Limited