



CONTRACT
REF CON PA3171
FOR THE PROVISION OF
COURT REPORTING SERVICES

BETWEEN THE
FEDERAL COURT OF AUSTRALIA
ABN 49 110 847 399
AND
AUSCRIPT AUSTRALASIA PTY LTD
ABN 72 110 028 825

Revision Version	Preparation Date	Revision Details	Author
V1 R1	22 March 2013	Original Version	Manager, Contracts and Property

LIST OF CONTENTS

1.	INTERPRETATION	6
1.1	DEFINITIONS	6
1.2	RULES FOR INTERPRETING THE CONTRACT	9
1.3	PRECEDENCE OF DOCUMENTS	10
1.4	LANGUAGE	11
1.5	MEASUREMENT	11
1.6	GRANT OF APPROVAL	11
2.	TERM OF CONTRACT	11
2.1	COMMENCEMENT OF CONTRACT	11
2.2	DURATION OF CONTRACT	11
3.	PROVISION OF CONTRACT SERVICES	11
3.1	SERVICES	11
3.2	CHANGES TO THE CONTRACT	11
3.3	EXCLUSIVITY	12
3.4	NO VOLUME GUARANTEE	12
3.5	INCIDENTAL SERVICES	12
3.6	CONTRACTOR'S OBLIGATIONS	12
3.7	COMPLIANCE WITH BUILDING OWNER'S OR LESSOR'S REQUIREMENTS	12
3.8	FINANCIAL UNDERTAKING	12
3.9	COOPERATIVE PROCUREMENT ARRANGEMENTS	12
4.	PRICE AND PAYMENT	13
4.1	PRICE AND PRICE BASIS	13
4.2	PAYMENT	13
4.3	INVOICES	14
4.4	TAXES, DUTIES AND GOVERNMENT CHARGES	14
4.5	VARIATION IN TAX	14
4.6	GST ACT	14
5.	SUBCONTRACTING	15
5.1	SUBCONTRACTOR APPROVAL	15
5.2	CONTRACTOR REMAINS RESPONSIBLE	15
6.	SPECIFIED PERSONNEL	15
6.1	SPECIFIED PERSONNEL TO COMPLY WITH THE CONTRACT	15
6.2	SPECIFIED PERSONNEL UNABLE TO UNDERTAKE WORK	15
6.3	REMOVAL OF SPECIFIED PERSONNEL	15
6.4	NO ACCEPTABLE REPLACEMENT	15
7.	STATUTORY OBLIGATIONS	15
7.1	PERSONS PERFORMING THE SERVICES	15
7.2	CONTRACTOR TO COMPLY WITH STATUTORY OBLIGATIONS	11
8.	CONTRACT ADMINISTRATION	16
8.1	APPOINTMENT OF CONTRACT REPRESENTATIVES	16
8.2	LIAISON	16
9.	INTELLECTUAL PROPERTY	16
9.1	CONTRACT MATERIAL	16
9.2	LICENCE FOR CONTRACTOR'S PRE-EXISTING MATERIAL	17
9.3	LICENCE FOR THIRD PARTY PRE-EXISTING MATERIAL	17
9.4	RETURN OF CONTRACT MATERIAL	17
9.5	USE OF CONTRACT MATERIAL	17

9.6	GIVING EFFECT TO THIS CLAUSE	17
10.	MORAL RIGHTS	17
10.1	MORAL RIGHTS CONSENTS	17
11.	COMMONWEALTH MATERIAL	18
11.1	ACKNOWLEDGMENT	18
11.2	RETURN OF COMMONWEALTH MATERIAL	18
11.3	LICENCE TO USE COMMONWEALTH MATERIAL	18
11.4	THIRD PARTY RIGHTS IN COMMONWEALTH MATERIAL	18
11.5	CONDITIONS OF USE	18
12.	CONFIDENTIALITY	19
12.1	CONFIDENTIAL INFORMATION NOT TO BE DISCLOSED	19
12.2	WRITTEN UNDERTAKINGS	19
12.3	EXCEPTIONS TO OBLIGATIONS	19
12.4	OBLIGATION ON DISCLOSURE	20
12.5	ADDITIONAL CONFIDENTIAL INFORMATION	20
12.6	PERIOD OF CONFIDENTIALITY	20
12.7	NO REDUCTION IN PRIVACY OBLIGATIONS	20
13.	SECURITY	20
13.1	CONTRACTOR ACCESS	20
13.2	SECURITY REQUIREMENTS	20
14.	PRIVACY	21
14.1	PRIVACY OBLIGATIONS	21
14.2	TERM OF PRIVACY OBLIGATIONS	21
15.	CONFLICT OF INTEREST	21
15.1	WARRANTY	21
15.2	AVOIDING A CONFLICT OF INTEREST	22
15.3	NOTIFICATION	22
16.	AUDITS AND ACCESS REQUIREMENTS	22
17.	AUDITS	22
18.	ACCESS TO THE CONTRACTORS PREMISES AND RECORDS	23
19.	OTHER AUSTRALIAN GOVERNMENT REQUIREMENTS	25
19.1	DISCLOSURE	25
19.2	CRIMES ACT	25
19.3	FREEDOM OF INFORMATION	25
19.4	WORKPLACE GENDER EQUALITY	25
19.5	WORKPLACE HEALTH AND SAFETY	26
19.6	ABORIGINAL AND TORRES STRAIT ISLANDERS	26
19.7	FAIR WORK PRINCIPLES	26
20.	INDEMNITY	27
20.1	INDEMNITY BY THE CONTRACTOR	27
20.2	ENFORCEMENT OF INDEMNITY	27
20.3	REDUCTION OF LIABILITY	27
20.4	TERM OF CLAUSE	27
21.	INSURANCE	27
21.1	INSURANCE REQUIREMENTS	27
21.2	EVIDENCE OF INSURANCE	28

22.	NEGATION OF EMPLOYMENT PARTNERSHIP AND AGENCY	28
	22.1 NO REPRESENTATION	28
	22.2 NO DEEMING	28
	22.3 NO PUBLIC ANNOUNCEMENT	28
23.	TERMINATION AND REDUCTION FOR CONVENIENCE	28
	23.1 TERMINATION ON NOTICE	28
	23.2 CONTRACTOR'S OBLIGATIONS	29
	23.3 PARTIAL TERMINATION	29
	23.4 COMPENSATION	29
24.	TERMINATION FOR DEFAULT	29
	24.1 EITHER PARTY MAY TERMINATE	29
	24.2 THE COURT MAY TERMINATE	29
	24.3 ADVANCE PAYMENTS RECOVERABLE	30
	24.4 EFFECT OF TERMINATION	30
25	FURTHER TRANSITION ASSURANCE	24
	25.1 APPLICATION OF CLAUSES	
24	25.2 ONGOING USE OF CONTRACT MATERIAL	24
26.	RESOLUTION OF DISPUTES	30
	26.1 REASONABLE EFFORTS TO RESOLVE DISPUTES	30
	26.2 DISPUTE NOTICE	31
	26.3 OTHER DISPUTE RESOLUTION PROCEDURES	31
	26.4 LEGAL PROCEEDINGS	31
	26.5 INJUNCTIVE RELIEF	31
27.	SEVERABILITY	31
28.	APPLICABLE LAW	31
	28.1 GOVERNING LAW	31
	28.2 COMPLIANCE WITH LAWS	31
29.	NOTICES	31
	29.1 PROVIDING NOTICE	31
	29.2 METHODS OF PROVIDING NOTICE	32
	29.3 DELIVERY OF NOTICE	32
30.	ENTIRE AGREEMENT AND VARIATION	32
	30.1 ENTIRE AGREEMENT	32
	30.2 VARIATION	32
	30.3 NO LIABILITY UNLESS VARIATION AGREED	32
31.	ASSIGNMENT AND NOVATION	32
	30.1 NO ASSIGNMENT	32
	30.2 NO NOVATION	32
32.	WAIVER	33
33.	EXECUTION	33

APPENDICES

APPENDIX 1 – CONTRACT DETAILS

APPENDIX 2 – STATEMENT OF REQUIREMENTS, including Attachments

Attachment A	Specifications for Recording Services
Attachment B	Specifications for Transcript Services
Attachment C	Specifications for Services in respect of Native Title Proceedings
Attachment D	Specifications for Statistical Reporting Services
Attachment E	Federal Court Format for Transcript
Attachment F	Federal Magistrates Court – Judgments Template
Attachment G	Federal Court Registry and Courtroom Locations
Attachment H	Arrangements for the use of Federal Court courtrooms by the High Court of Australia and Other Contractors
Attachment I	Courtroom equipment owned by the Court and the Contractor (NSW – NT – Queensland – ACT – Tasmania)
Attachment J	Courtroom equipment owned by the Court and the Contractor – Victoria – South Australia – Western Australia
Attachment K	<i>“Protocol for Media Access to Transcript”</i> , including Media Request Form
Attachment L	<i>“Protocol for dealing with issues of transcript for Impecunious Litigants”</i>

APPENDIX 3 – CONTRACT PRICE

APPENDIX 4 – STATEMENT OF REQUIREMENTS FOR THE PROVISION AND MANAGEMENT OF REAL-TIME TRANSCRIPT SERVICES TO THE COURT AND LITIGANTS

Attachment A: Description of Services to be provided by the Court’s Court Reporting Contractor

Attachment B: Transcript Format Requirements for Real-Time Providers

APPENDIX 5 – DEED OF CONFIDENTIALITY

APPENDIX 6 – UNCONDITIONAL FINANCIAL UNDERTAKING

APPENDIX 7 – COMMONWEALTH COURT OR TRIBUNAL ORDER FORM

APPENDIX 8 – INTELLECTUAL PROPERTY REGISTER

APPENDIX 9 – CONFIDENTIALITY REGISTER

CONTRACT
FOR THE PROVISION OF COURT REPORTING SERVICES

ON 25th DAY OF MARCH 2013

THIS AGREEMENT IS MADE BETWEEN

The **Commonwealth of Australia** represented by the **Federal Court of Australia**

ABN 49 110 847 399

(the "**Court**")

AND

AUSCRIPT AUSTRALASIA PTY LTD

ABN 72 110 028 825

(the "**Contractor**")

Whose registered office is at:

Level 22,

179 Turbot Street

Brisbane QLD 4000

RECITALS

- A. The Court has a requirement for the provision of court reporting services (the "**Services**").
- B. The Contractor has fully informed itself of all aspects of the work to be performed for the provision of the Services, and has offered to provide the Services on the terms and conditions set out in this Contract.
- C. The Court has agreed to accept the Contractor's offer to provide the Services on the terms and conditions set out in this Contract.

OPERATIVE PROVISIONS

INTERPRETATION

1.1 Definitions

In this Contract unless the contrary intention appears:

"Attachment" means an attachment to this Contract listed in the table of contents.



"Business Day" means Monday to Friday in the State or Territory in which the Services are being provided, with the exception of Australian Public Service Holidays in that State or Territory.

"Commencement Date" means the date on which the Contractor will commence provision of the Services.

"Commonwealth" means the Commonwealth of Australia.

"Commonwealth Material" means any Material including personal information under the Privacy Act 1988 (Cth), provided by or on behalf of the Court to the Contractor in connection with the Contract, or which is copied or derived from Materials so provided, including, but not limited to, documents, equipment and data stored by any means.

"Confidential Information" means information that is by its nature confidential, and;

- (a) is designated by a party as confidential and is described in Appendix 1 of this Contract;
- (b) a party knows or ought to know is confidential; or
- (c) is comprised in or relates to Commonwealth Material and Contract Material; but does not include:
- (d) information which is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligation.

"Contract" means this agreement including the Annexures, Appendices and Attachments and any document expressly incorporated as part of the Contract.

"Contractor" includes the officers, employees, agents and subcontractors of the Contractor.

"Contract Material" means all Material

- (a) created, or required to be created, for the purpose of this Contract;
- (b) supplied, or required to be supplied, to the Court as part of the Services; or
- (c) copied or derived from Material so created or supplied.

"Contract Price" means the prices, fees and allowances set out in Appendix 3.

"Contract Representative" means a person nominated by a party and described in Appendix 1 of this Contract who is, for the time being, responsible for administration of the Contract on behalf of the nominating party, and who is empowered to receive and sign notices and written communications under the Contract, and accept any request or direction in relation to the Services.

"Court" means the Federal Court of Australia or such agency or department as may, from time to time, administer the Contract on behalf of the Commonwealth.

"Courtroom" means the current schedule of Federal Court Courtrooms as provided at **Attachment G**.

"Data" includes all information stored on magnetic tapes, disks or in written form of any kind.

"Day" means a calendar day.

"Ex-Tempore Judgment" means an oral judgment that is recorded by the contractor, and is usually given by the Court at the conclusion of the hearing. The final production of the judgment is the responsibility of the Court.

"Folio" means per 100 words transcribed, excluding paragraph numbers, header or footer and other non-transcribed information such as mandatory copyright statement.

"GST" means a goods and services tax payable under the GST Legislation *A New Tax System (Goods and Services Tax) Act 1999* (Cth) means goods and services tax payable under the GST Legislation.

"Intellectual Property" means all copyright (including moral rights) and all rights in relation to inventions (including patent rights), registered and unregistered trade marks (including service marks), registered and unregistered designs, confidential information (including trade secrets and know how), circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

"Judgment" means the reasons for judgement and any orders made at the conclusion of the matter including any order as to costs.

"Jurisdiction" means the Federal Court of Australia, the Federal Magistrates Court or the Administrative Appeals Tribunal; or any other Court/ Agency permitted by the Federal Court of Australia to use one of its courtrooms for the purpose of undertaking its own proceedings.

"Late Delivery" means delivery outside the time frame specified in Appendix 2.

"Litigant" means a person or persons involved in any Proceedings and the legal representatives, employees, officers and agents of such person or persons.

"Loss" means in relation to any person, damages, loss, cost, expense, payment or liability, including legal costs and expenses, which the person pays, suffers, incurs or is liable for.

"Material" includes products, documents, equipment, software, goods, information and data stored by any means.

"Month" means a calendar month.

"Moral Rights" means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that exist or may come to exist in the Contract Material.

"Other Judicial Bodies" means any other Court or Tribunal permitted by the Federal Court of Australia to use one of its courtrooms for the purpose of undertaking its own proceedings.

"Other Organisations" means the Federal Magistrates Court (General Federal Law) [for matters that are presided over by either a Magistrate or Registrar, and are heard within designated Federal Court courtrooms] and the Administrative Appeals Tribunal (Tasmania).

"Party" means the Contractor or the Court as the context requires.

"Personal information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not about a natural person whose identity is apparent or can reasonably be ascertained from the information or opinion.

"Pre-existing Material" means Material which:

- (a) is in existence at the Commencement Date or is subsequently brought into existence other than as a result of the performance of the Contract; and
- (b) is embodied in or attaches to the Contract Material, or is otherwise necessarily related to the functioning of the Contract material.

"Proceedings" means any proceeding conducted in the courtrooms of the Federal Court of Australia. It includes an incidental proceeding in the course of, or in connection with, a proceeding as well as an appeal.

"Products" means equipment provided under this Contract which may include, but which is not limited to software, hardware (including, telecommunications equipment), plans and/or any supporting documentation to be supplied to the Court by the Contractor.

"Recording" means a recording of Proceedings whether audio or otherwise, and whether on disk or other medium.

"Recording Order" means any order for a Recording whether it is made by telephone, internet, in person or contained on paper or in electronic form.

"Services" means the services or any part of the services to be provided by the Contractor as described in Appendix 1, including the provision of Contract Material.

"Specified Personnel" means the personnel to be used by the Contractor or a subcontractor to provide the Services. Key Specified Personnel are listed the Contract Details as amended from time to time.

"Tax Invoice" has the same meaning as in the GST Act.

"Third Party" means a party other than the Contractor or the Court.

"Transcript" means the conversion of recorded sound into text.

"Transcript Order" means any order for a Recording whether it is made by telephone, internet, in person or contained on paper or in electronic form.

"Transcript Turnaround Times" means the specific timeframe in which Litigants have chosen to receive a copy of the transcript (e.g. Progressive Same Day Transcript, One (1) Day Turn Around, etc.)

"Year" means a period of 12 months.

1.2 Rules for Interpreting the Contract

1.2.1 In this Contract, unless the contrary intention appears:

- (a) headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting the Contract, except where the context makes it clear that a rule is not intended to apply;
- (b) headings are for the purpose of convenient reference only and do not form part of the Contract;
- (c) the singular includes the plural and vice-versa;
- (d) a reference to one gender includes the other;
- (e) a reference to a person includes a body politic or corporate and a partnership;
- (f) where the last day of any period prescribed for the doing of an action falls on a day which is not a Business Day, the action shall be done no later than the end of the next Business Day;
- (g) a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- (h) a reference to a clause includes a reference to a subclause of that clause;
- (i) a reference to "dollar" or "\$" means the Australian dollar unless otherwise stated;
- (j) a reference to a specification, publication or other document is a reference to that specification, publication or document, in effect on the Commencement Date, or alternatively, a reference to a revised version of the document if agreed in writing between the parties; and
- (k) the word "agreement" includes an undertaking or other binding arrangement or understanding, whether or not in writing.

1.3 Precedence of Documents

1.3.1 If there is inconsistency between the clauses of the Contract (these terms and conditions) and the appendices or attachments or any other document, then a descending order of precedence shall be accorded to:

- (a) the clauses of the Contract;
- (b) the contract details at **Appendix 1**;
- (c) the statement of requirements, which includes the attachments at **Appendices 2 and 4**;
- (d) the other appendices and associated attachments (if any); and
- (e) any document incorporated by express reference as part of the Contract; so that the provision in the higher ranked document, to the extent of the inconsistency, shall prevail.

1.4 Language

All information delivered as part of the Services under the Contract shall be written in English. Where such documentation is a translation into the English language, such translation shall be accurate and free from ambiguity.

1.5 Measurement

Measurements of physical quantity shall be in Australian legal units as prescribed under the National Measurement Act (Cth) 1960, or, if items incorporated into the Services are imported, units of measurement as agreed by the Court.

1.6 Grant of Approval

The grant of approval or consent by the Court under the Contract will not relieve the Contractor from any liability under the Contract.

2 TERM OF CONTRACT

2.1 Commencement of Contract

This Contract commences on the date specified in **Appendix 1**.

2.2 Duration of Contract

This Contract will remain in force for the duration of the period stated in **Appendix 1**, subject to:

- (a) earlier termination or expiry in accordance with the provisions of this Contract; or
- (b) extension in accordance with the procedure (if any) specified in Appendix 1.

3 PROVISIONS OF CONTRACT SERVICES

3.1 Services

The Contractor must, while meeting all requirements and other obligations under the Contract, provide the Services:

- (a) as set out in Appendix 1, and in accordance with the Statement of Requirements at Appendices 2 and 4, and their respective attachments;
- (b) at the Contract Price described in Appendix 3;
- (c) in a manner that ensures they are fit for the purposes detailed in the Contract.

3.2 Changes to the Contract

Either party may propose a change to the Contract. No variation to this Contract is binding unless it is agreed in writing between the parties. Where both parties sign a change to the Contract the Court will issue an amendment to the Contract. The parties will not be liable to each other for any additional work undertaken or expenditure incurred unless the variation is in accordance with this **clause 3.2**

3.3 Exclusivity

Subject to **clause 2.2**, the Court agrees during the term of the Contract that it will not, and without the prior written approval of the Contractor, engage any person other than the Contractor to provide the Services.

3.4 No Volume Guarantee

The Court does not make or give to the Contractor any representation, guarantee or warranty, in relation to the volume of Services which the Court will request the Contractor to provide during the term of the Contract.

3.5 Incidental Services

If incidental services or functions are required for the proper performance and provision of the Services, they will be taken to be included in the scope of the Services.

3.6 Contractor's Obligations

In performing the Services, the Contractor must:

- (a) comply with any reasonable direction of the Court;
- (b) comply with the time frame for delivery of the Services as specified in the Contract or as the Court may otherwise reasonably impose;
- (c) respond promptly in writing to any reasonable queries by the Court in relation to the Services;
- (d) immediately notify the Court if an act or omission of the Contractor, its officers, employees or agents, or a subcontractor, causes a problem or delay that has a material impact on the Contractor's ability to provide the Services; and
- (e) ensure that at all times the performance and administration of the Contract will not be adversely affected in any way by any date related issue.

3.7 Compliance with Building Owner's or Lessor's Requirements

The Contractor must comply with all relevant arrangements and requirements relating to the use of and access to the premises of the Court, including work health and safety requirements, the conditions of any leasing agreement, the building rules and regulations and any car parking licence agreement which may exist between the Commonwealth or the Court and the owner or occupier of the premises.

3.8 Financial Undertaking

The Contractor agrees to provide or procure a financial undertaking or other similar arrangement substantially in the form specified in **Appendix 6**. The term of the financial undertaking will be a period of one year commencing on the date of execution of the Contract. The aggregate sum of payments available to the Court under the financial undertaking, from commencement of the term of the financial undertaking, will be \$25,000, thereafter accumulating at the rate of an additional \$25,000 for each of the next three subsequent quarters until the maximum aggregate sum of payments available to the Court is \$100,000. The Court will consent to the discharge of a financial undertaking, or similar arrangement made pursuant to this clause 3.8, and will notify the Guarantor that this undertaking is no longer required:

- (a) following expiry of the financial undertaking at the end of the twelve month term;
or
- (b) if, at any time, payment is made up to the maximum aggregate sum of \$100,000.

3.9 Cooperative Procurement Arrangements

3.9.1 The Contractor offers to provide the Services to any Commonwealth Court or Tribunal in accordance with the requirements set out in this clause 3.9.

3.9.2 A Commonwealth Court or Tribunal may request the supply of Services in accordance with clause 3.9.1, by giving the Contractor a completed Commonwealth Court or Tribunal Order Form (Appendix 7). The price for the provision of the Services is to be agreed between the Commonwealth Court or Tribunal and the Contractor.

3.9.3 Each Commonwealth Court or Tribunal Order Form, agreed with the Contractor and in accordance with this Contract, will create a separate contract between the Contractor and the Commonwealth as represented by the nominated Commonwealth Court or Tribunal (where that Commonwealth Court or Tribunal is subject to the Financial Management and Accountability Act 1997 [Cth]) for the supply by the Contractor of the requested Services to the Agency.

3.9.4 For the sake of clarity, the terms and conditions governing each such separate contract will be the same as the provisions of this Contract, excluding the price, which will be agreed as per Clause 3.9.2.

4. PRICE AND PAYMENT

4.1 Price and Price Basis - Appendix 3

The Contract Price is set out for the respective and applicable services in **Appendix 3**, and will be payable in accordance with the Contract. The Court agrees to:

- (a) pay the prices including fees set out for the respective services in Appendix 3;
- (b) pay the allowances and assistance costs specified in Appendix 3; and
- (c) provide the facilities and assistance specified in Appendix 2.**

4.2 Payment

4.2.1 In addition to any other right it may have, the Court will be entitled to defer payment of, or any instalment of, the Contract Price until the Contractor has completed to the satisfaction of the Court that part of the Contract Services to which the payment relates.

4.2.2 Unless otherwise agreed, any payments under the Contract will be made by electronic transfer directly to a nominated bank account. Unless otherwise agreed, payments will be made in Australia.

4.2.3 Payments by electronic transfer are deemed to be made on the date of the request by the Court for the transfer.

4.2.4 Subject to any shorter period being specified in this Contract but notwithstanding any other clause, the Court must pay the Contractor the Contract price for the Contract Services provided in accordance with this Contract within 30 days from the later to occur of:

- (a) the receipt by the Court of such Contract Services and, where required by this Contract, approval of such Contract Services by the Court; and
- (b) the receipt by the Court of a correctly rendered invoice in relation to such Contract Services.

4.3 Invoices

The Contractor agrees to submit invoices for payment in the manner specified in Appendix 1, and must issue the Court with a valid tax invoice in accordance with the GST Act prior to a payment being made to the Contractor under Appendix 3. Where the Contractor incorrectly states or revises the amount of GST payable, or paid by the Court on an otherwise valid tax invoice, the Contractor shall issue to the Court a valid adjustment note in accordance with the GST Act.

4.4 Taxes, Duties and Government Charges

All taxes, duties and government charges imposed or levied in Australia or overseas in connection with the Contract shall be met by the Contractor and shall be included within the Contract Price. The Contract Price set out in Appendix 3 includes Goods and Services Tax (GST) for Services to be delivered under this Contract which are a taxable supply within the meaning of the GST Act.

4.5 Variation in Tax

Where a variation in a government tax, duty or charge, arising from the enactment of the GST Act, varies the cost of an item included in the Contract Price:

- (a) the Contractor shall notify the Court immediately of that variation; and
- (b) upon the Court being reasonably satisfied that the variation is valid, the prices in Appendix 3 shall be adjusted to take account of that variation.

4.6 GST Act

4.6.1 Interpretation

In this **clause 4.6**, a word or expression defined in the A New Tax System (Goods and Services Tax Act 1999 [Cth]) has the meaning given to it in that Act.

4.6.2 GST gross up

If a party (Supplier) makes a supply under or in connection with this Contract in respect of which GST is payable, the recipient of the supply (Recipient) must pay to the Supplier, an additional amount equal to the GST payable on the supply (GST Amount).

4.6.3 Adjustments

- a. If the GST payable by a Supplier on any supply made under or in connection with this Contract varies from the GST Amount paid or payable by the Recipient under **clause 4.6.2** such that a further amount of GST is payable in relation to the supply or a refund or credit of GST is obtained in relation to the supply, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient.
- b. Any payment, credit or refund under this **clause 4.6** is deemed to be a payment, credit or refund of the GST amount payable under **clause 4.6.2**.
- c. If an adjustment event occurs in relation to a supply, the Supplier must issue an adjustment note to the Recipient in relation to that supply within 14 days after becoming aware of the adjustment.

4.7 Tax invoice

A party need not make a payment for a taxable supply made under or in connection with this Contract until it receives a tax invoice for the supply to which the payment relates.

5. SUBCONTRACTING

5.1 Subcontractor Approval

The Contractor must not subcontract any part of the work under the Contract without the prior written approval of the Court, which approval will not be unreasonably withheld. Subcontractors specified in Appendix 1 will be deemed approved.

5.2 Contractor Remains Responsible

The Contractor remains fully responsible for the performance of the Contract notwithstanding that the Contractor has subcontracted the performance of any part of the work under the Contract.

6 SPECIFIED PERSONNEL

6.1 Specified Personnel to Comply with the Contract

The Contractor must ensure that the Specified Personnel detailed in Appendix 1 undertake work in respect of the Services in accordance with the terms of the Contract.

6.2 Specified Personnel Unable to Undertake Work

Where the Specified Personnel are unable to undertake work in respect of the Services, the Contractor must notify the Court immediately. The Contractor must, if so requested by the Court, provide replacement personnel acceptable to the Court and at the earliest opportunity.

6.2 Removal of Specified Personnel

The Court may, at its absolute discretion, give notice requiring the Contractor to remove personnel (including Specified Personnel) from work in respect of the Services. The Contractor must promptly arrange for the removal of such personnel from work in respect of the Services and their replacement with personnel acceptable to the Court.

6.3 No Acceptable Replacement

If the Contractor is unable to provide acceptable replacement personnel the Court may terminate the Contract in accordance with the provisions of clause 24.

7 STATUTORY OBLIGATIONS

7.1 Persons Performing the Services

Any employee, subcontractor or agent of the Contractor performing services on behalf of the Contractor under the Contract is and remains at all times an employee, independent contractor or agent of the Contractor.

7.2 Contractor to Comply with Statutory Obligations

The Contractor will at all times and at its own expense comply with the provisions of any relevant legislation and make all payments and contributions in respect of statutory obligations including but not limited to income tax, workers' compensation, superannuation, privacy, confidentiality,

work health and safety, annual leave, long service leave, or any award, order, determination or agreement of a competent industrial tribunal in respect of the persons referred to in clause 0. If requested by the Court, the Contractor will provide proof to the Court of compliance with any such legislation, award, order, determination or agreement.

8 CONTRACT ADMINISTRATION

8.1 Appointment of Contract Representatives

Each party will at all times during the term of the Contract, ensure that it has nominated, in **Appendix 1**, one suitably qualified Contract Representative under the Contract.

8.2 Liaison

The Contractor's Contract Representative must liaise with, and report to, the Court's Contract Representative as reasonably required by the Court during the term of the Contract.

9 INTELLECTUAL PROPERTY

9.1 Contract Material

Subject to this **clause 9.1** and **clause 9.2**, Intellectual Property in all Contract Material created, or required to be created, for the purpose of this Contract vests immediately on its creation in the Court. This **clause 9.1** does not affect the ownership of any Pre-existing Material for which Intellectual Property is not to vest in the Court. The Contractor must use its best endeavours to identify such Pre-existing Material, including Contractor's Pre-existing Material and third party Pre-existing Material, if any, in **Appendix 1 and 8**.

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9.2 Licence for Contractor's Pre-existing Material

9.2.1 The Contractor grants the Court an irrevocable, royalty-free, non-exclusive licence (including a right to sub-license) to use, reproduce, and adapt the Contractor's Pre-existing Material, but only in conjunction with other Contract Material for the term of the Contract.

[REDACTED]

9.3 Licence for Third Party Pre-existing Material

The Contractor must either grant or procure the grant to the Court of a licence to use all third party Pre-existing Material that is supplied to the Court as part of the Contract Material.

9.4 Return of Contract Material

On the expiration or earlier termination of the Contract, the Contractor must, unless otherwise directed by the Court, deliver to the Court within 10 Business Days all Contract Material in the possession of the Contractor.

9.5 Use of Contract Material

The Contractor must ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of the Contract.

9.6 Giving Effect to this Clause

If requested by the Court to do so, the Contractor must at its own cost, bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this **clause 9**.

10 MORAL RIGHTS

10.1 Moral Rights Consents

To the extent permitted by law, if the Contractor is the author of Contract Material, the Contractor unconditionally and irrevocably:

- (a) consents to any act or omission that would otherwise infringe its Moral Rights in the Contract Material, including any act or omission under the Moral Rights Act and in particular consents to:
 - (i) any use of the Contract Material that does not identify the Contractor;
 - (ii) any use of the Contract Material that may falsely attribute authorship of the Contract Material to any other person; and
 - (iii) any variation to the Contract Material; and
- (b) waives all of its Moral Rights in the Contract Material, for the benefit of the Court, its licensees, successors in title and anyone authorised by any of them to do acts permitted under the terms of the Contract.

11 COMMONWEALTH MATERIAL

11.1 Acknowledgment

The Contractor acknowledges the Court's ownership or control by licence of Commonwealth Material and all Intellectual Property rights in Commonwealth Material.

11.2 Return of Commonwealth Material

On the expiration or earlier termination of the Contract, the Contractor must return to the Court within 10 Business Days any Commonwealth Material in the possession of the Contractor.

11.3 Licence to use Commonwealth Material

Subject to **clause 9.1** and this **clause 11**, the Court grants a non-exclusive, non-transferable, royalty-free licence to the Contractor for the term of the Contract to use Commonwealth Material for the purpose of the Services as outlined in **Appendix 1** and for the inclusion in the Contract Material only.

11.4 Third Party Rights in Commonwealth Material

The Court will inform the Contractor of any Commonwealth Material provided to the Contractor under the Contract in which third parties hold the Intellectual Property rights, and of any conditions attaching to the use of that Material because of such Intellectual Property rights. The Contractor must use that Material only in accordance with those conditions.

11.5 Conditions of Use

The Contractor shall not, without the prior written approval of the Court:

- (a) use Commonwealth Material other than for the purposes of the Contract;
- (b) modify Commonwealth Material;
- (c) transfer possession or control of Commonwealth Material to a third party, including a Subcontractor; or
- (d) communicate or divulge Commonwealth Material to any third party without the written permission of the Court; and,

- (e) the Contractor will be responsible for the safe keeping and maintenance of Commonwealth Material.

12 CONFIDENTIALITY

12.1 Confidential Information not to be Disclosed

12.1.1 Subject to **clause 12.3**, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.

12.1.2 In giving written consent to the disclosure of confidential information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

12.2 Written Undertakings

12.2.1 A party may at any time require the other party to arrange for:

- (a) its agents, contractors and advisors; or
- (b) any other third party, other than a Commonwealth employee, to whom information may be disclosed pursuant to **clause 12.3 (a) or (e)**;
- (c) to give a written undertaking substantially in the form of a deed outlined in **Appendix 5** relating to the use and non-disclosure of the first party's Confidential Information.

12.2.2 If the other party receives a request under this **clause 12.2** it must promptly arrange for all such undertakings to be given.

12.2.3 Unless the Contractor can demonstrate that it has internal procedures in place to ensure its employees will adequately protect Confidential Information disclosed pursuant to **clause 12.3 (a) or (b)**, the Court may at any time require the Contractor to arrange for its employees engaged in work under this Contract to give a written undertaking substantially in the form of a deed outlined in **Appendix 5** relating to the use and non-disclosure of the Courts Confidential Information.

12.3 Exceptions to Obligations

The obligations on the parties under this clause 12 will not be taken to have been breached to the extent that Confidential Information:

- (a) is disclosed by a party to its employees or agents, contractors, and advisors, solely in order to comply with obligations, or to exercise rights, under this Contract;
- (b) is disclosed to a party's employees solely to enable effective management or auditing of contract-related activities;
- (c) is disclosed by the Commonwealth to the responsible Minister;
- (d) is disclosed by the Commonwealth, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- (e) is shared by the Commonwealth within the Commonwealth's organisation, or with another agency, where this serves the Commonwealth's legitimate interests;
- (f) is authorised or required by law, including under this Contract,

- (g) is in the public domain otherwise than due to a breach of this **clause 12**.

12.4 Obligation on Disclosure

Where a party discloses Confidential Information to another person:

- (a) pursuant to **clauses 12.3 (a), (b) or (e)**, the disclosing party must:
- (i) notify the receiving person that the information is Confidential Information; and
 - (ii) not provide the information unless the receiving person agrees to keep the information confidential; or
- (b) pursuant to **clauses 12.3 (c) and (d)**, the disclosing party must notify the receiving party that the information is Confidential Information.

12.5 Additional Confidential Information

The parties may agree in writing after the Commencement Date that certain additional information is to constitute Confidential Information for the purposes of this Contract. Where the parties agree in writing after the Commencement Date that certain additional information is to constitute Confidential Information for the purposes of this Contract, such agreement is incorporated into, and becomes part of this Contract, on the date by which both parties have signed this agreement.

12.6 Period of Confidentiality

This **clause 12** will survive expiration or termination of the Contract:

- (a) in relation to Confidential Information described in **Appendix 1**; and
- (b) in relation to any information which the parties agree in writing after the Commencement Date is to constitute Confidential Information for the purposes of this Contract.

12.7 No Reduction in Privacy Obligations

Nothing in this **clause 12** derogates from any obligation which the Contractor may have either under the *Privacy Act 1988* as amended from time to time, or under this Agreement, in relation to the protection of personal information.

13 SECURITY

13.1 Contractor Access

During the period of the Contract, the Court will provide access to Commonwealth premises to the Contractor and persons approved under **clause 5** as necessary for the Contractor's performance of the Contract. The Court may by notice to the Contractor withdraw access rights to any Commonwealth premises at any time for any period.

13.2 Security Requirements

The Contractor must comply with, and require persons afforded access under this clause 13 to comply with, any relevant Commonwealth safety and security requirements, regulations, standing

orders, or codes of behaviour for the Commonwealth premises, and adhere to any security procedures set out in Appendix 1 or as advised by the Court from time to time.

14 PRIVACY

14.1 Privacy Obligations

The Contractor agrees, with respect to all Confidential Information made available or provided by the Court or any other person at any time which comprises personal information in relation to the performance of the Contract:

- (a) to comply with the provisions of the *Privacy Act 1988* as if it were an agency bound by that Act concerning the security, use and disclosure of information to which the Court is subject in respect of that information and which affect the Services;
- (b) to co-operate with any reasonable demands or enquiries made by the Privacy Commissioner;
- (c) to ensure that any person who has an access level which would enable that person to obtain access to any information in respect of which the Court has obligations under the *Privacy Act 1988* is made aware of the provisions of this **clause 14**;
- (d) to take all reasonable measures to ensure that such information is protected against Loss and against unauthorised access, use, modification, disclosure or other misuse and that only authorised employees, agents and subcontractors of the Contractor have access to it;
- (e) not to transfer such information outside Australia, or allow parties outside Australia to have access to it, without the prior approval of the Court;
- (f) immediately to notify the Court when the Contractor becomes aware of a breach of any obligation concerning security, use and disclosure of personal information;
- (g) immediately to notify the Court of, and co-operate with the Court in the resolution of, any complaint alleging an interference with privacy; and
- (h) to indemnify the Court in respect of any Loss suffered or incurred by the Court arising out of or in connection with a breach of the obligations of the Contractor under this **clause 14** or any misuse of information or disclosure in breach of an obligation under the Privacy Act, except to the extent that the Loss is directly caused by a negligent or wilfully wrongful act or omission of the Court or any of its officers or employees.

14.2 Term of Privacy Obligations

This **clause 14** will survive expiration or termination of the Contract.

15 CONFLICT OF INTEREST

15.1 Warranty

The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing the Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract.

15.2 Avoiding a Conflict of Interest

The Contractor must use best endeavours to ensure that a situation does not arise which may result in a conflict of interest. The Contractor must not engage in any activity, subject to **clause 15.3**, which may result in a conflict of interest arising or continuing.

15.3 Notification

Where a conflict of interest, a risk of conflict of interest or a perceived conflict of interest arises in the performance of the Contractor's obligations under the Contract, the Contractor must notify the Court immediately of the situation and must follow all reasonable directions made by the Court about the method for handling the conflict of interest, risk of conflict of interest or perceived conflict of interest.

16 AUDITS AND ACCESS REQUIREMENTS

16.1 Audits under **clause 17** may be conducted of:

- (a) the Contractor's practices and procedures as they relate to the Contract, including security procedures;
- (b) the manner in which the Contractor performs its obligations under the Contract;
- (c) the compliance of the Contractor's invoices and reports with its obligations under the Contract;
- (d) the Contractor's compliance with all its obligations under the Contract;
- (e) the Contractor's compliance with its confidentiality, privacy, security and Commonwealth policy obligations under the Contract; and
- (f) any other matters determined by the Court to be relevant to the performance of the Contractor's obligations under the Contract.

16.2 Reporting Requirement

Under Clause 16.1 (f), the Court has determined the additional reporting requirement to be relevant to the performance of the Contractor's obligations under the Contract:

- (a) If requested by the Court, the Contractor will provide to it a copy of the Contractor's audited financial statements, within five (5) months after the completion of each financial year.
- (b) Additionally, if the Contractor becomes aware of any significant adverse change to its net operating profit, or has difficulty with its lenders that may affect its operation as a going concern, then the Contractor must notify the Court as soon as practicable.

17 AUDITS

17.1 The Contractor must participate in audits of the Contract at the frequency and in relation to the matters specified by the Court, (including on an ad hoc basis if requested by the Court), for the purpose of ensuring that the Contract is being properly performed and administered. The Court may appoint an independent person to assist in the audits. Audits may consider all aspects of the Contractor's performance including but not limited to any performance indicators, benchmarks or targets.

17.2 The Contractor must participate promptly and cooperatively in any audits conducted by the Court or its nominee.

17.3 Except for those circumstances in which notice is not practicable or appropriate (eg. caused by a regulatory request with shorter notice or investigation of theft or breach of contract), and without limiting any other right, recourse or remedy of the Court, the Court must give the Contractor reasonable notice of an audit and where reasonably practicable an indication of which documents and/or class of documents the auditor may require.

17.4 Subject to any express provisions in the Contract to the contrary each party must bear its own costs of any audits.

17.5 Subject to **clauses 17.6** and **18.6**, the requirement for, and participation in, audits does not in any way reduce the Contractor's responsibility to perform its obligations in accordance with the Contract.

17.6 The Court must use reasonable endeavours to ensure that audits performed pursuant to **clause 18.1** do not unreasonably delay or disrupt in any material respect the Contractor's performance of its obligations under the Contract.

17.7 Any amendments to the Contract resulting from audits must be effected by agreement in writing between the parties in accordance with the Contract amendment provisions of the Contract.

17.8 The Contractor must promptly take, at no additional cost to the Court, corrective action to rectify any error, non-compliance or inaccuracy identified in any audit in the way the Contractor has under the Contract:

- (a) supplied any goods or services; or
- (b) calculated fees, or any other amounts or charges billed to the Court.

18 ACCESS TO THE CONTRACTORS PREMISES AND RECORDS

18.1 For the purposes of **clause 17** and this **clause 18**, the Contractor must, and must ensure that its subcontractors grant the Court and its nominees or the Auditor-General access as required by the Court, to the Contractor's premises and data, records, accounts and other financial material or material (including Court property) relevant to the performance of the Contract, however and wherever stored or located, under the Contractor's or its subcontractors' custody, possession or control for inspection and/or copying.

18.2 In the case of documents or records stored on a medium other than in writing, the Contractor must make available on request at no additional cost to the Court such reasonable facilities as may be necessary to enable a legible reproduction to be created.

18.3 Subject to **clause 17** and without limiting any other provision of the Contract, the Commonwealth Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner, for the purpose of performing the Auditor-General's or Privacy Commissioner's statutory functions and/or powers respectively, may, at reasonable times:

- (a) access the premises of the Contractor where the Services are performed;
- (b) require the provision by the Contractor, its employees, agents or subcontractors, of records and other information which are related to the Contract; and

- (c) access, inspect and copy documentation and records or any other matter relevant to the Contractor's obligations or performance of the Contract, however stored, in the custody or under the control of the Contractor, its employees, agents or subcontractors.

18.4 The Contractor must ensure that any subcontract entered into for the purpose of the Contract contains an equivalent clause granting the rights specified in this **clause 18** and **clause 16** with respect to the subcontractor's premises, data, records, accounts, financial material and information and those of its employees, agents or subcontractors.

18.5 This **clause 18** applies for the term of the Contract and for a period of 7 years from the date of its expiration or termination.

18.6 In the exercise of the general rights granted by this **clause 18**, the Court must use reasonable endeavours not to unreasonably interfere with the Contractor's performance under the Contract in any material respect.

18.7 If in exercising the rights granted under **clause 16**, **clause 17** or **clause 18** the Court unreasonably interferes with the Contractor's performance of its obligations under the Contract in a material respect and that interference substantially delays the Contractor in performing its obligations it may request an extension of time to perform its obligations.

18.8 The Court must not unreasonably refuse a request pursuant to **clause 18** where the Contractor substantiates the request, within a reasonable time, to the satisfaction of the Court, provided that:

- (a) the Contractor advised the Court of the delay with 10 Business Days of the exercise of the rights and the delay occurring;
- (b) the delay could not have been reasonably contemplated or allowed for by the Contractor before entering the Contract; and
- (c) the Contractor has taken or takes all reasonable steps to minimise any delay.

18.9 In no circumstances shall any extension of time pursuant to **clause 18** exceed the amount of any delay directly arising from the exercise of the rights.

18.10 In no circumstances shall the Contractor be entitled to any delay costs or other costs or expenses of whatever nature relating in any way to the exercise of any rights under **clause 16**, **clause 17** or **clause 18** other than to the extent expressly provided for under **clause 17**.

18.11 Without limiting any of its other obligations under the Contract the Contractor must, at its cost, ensure that it keeps full and complete records in accordance with all applicable Australian Accounting Standards and that data, information and records relating to the Contract or its performance are maintained in such a form and manner as to facilitate access and inspection under **clause 16**, **clause 17** or **clause 18**.

18.12 If, recognising the obligation in **clause 18** and the rights under **clause 16**, **clause 17** or **clause 18**, the Contractor reasonably believes that the exercise of the rights granted under **clause 16**, **clause 17** or **clause 18** will cause the Contractor to incur direct expenses which, having regard to the value of the Contract, are substantial and materially exceed those which it would otherwise have to incur in meeting its obligations under **clause 18** ('excessive direct expenses'), it may give reasonable notice of the direct expenses incurred in the exercise of the rights to the Court. If the Contractor substantiates that its direct expenses in complying with the exercise of the rights in such circumstances are excessive the Court and the Contractor shall

negotiate an appropriate reimbursement, but in no circumstances shall any reimbursement be greater than the direct expenses incurred.

18.13 Nothing in the Contract reduces, limits or restricts in any way any function, power, right or entitlement of the Commonwealth Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner. The rights of the Commonwealth under the Contract are in addition to any other power, right or entitlement of the Commonwealth Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner.

19 OTHER AUSTRALIAN GOVERNMENT REQUIREMENTS

19.1 Disclosure

- (a) The Commonwealth is subject to a number of specific requirements, which support internal and external scrutiny of its tendering and contracting processes. These include:
 - (i) the requirement to publish details of agency agreements, Commonwealth contracts and standing offers with an estimated liability of \$10,000 or more on AusTender; and
 - (ii) the requirement to report a list of contracts valued at \$100,000 or more and identify confidentiality requirements in accordance with the Senate Order on Department and Agency Contracts.
- (b) Tenderers should also note that the Parliament and its committees have the power to require the disclosure of Commonwealth contracts and contract information to enable them to carry out their functions.

19.2 Crimes Act

In respect of the security of personal and confidential information and any other information, documents and data held by or on behalf of the Court, the successful tenderer, its subcontractors, and the employees of both will be subject to provisions of the *Crimes Act 1914*. The successful tenderer, its subcontractors and their employees risk prosecution for any breach of the relevant provisions of the *Crimes Act 1914*.

19.3 Freedom of Information

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

19.3.1 The Contractor acknowledges that this contract is a Commonwealth contract.

19.3.2 Where the Agency has received a request for access to a document created by, or in the possession of, the Contractor or any subcontractor that relates to the performance of this contract (and not to the entry into the contract), the Agency may at any time by written notice require the Contractor to provide the document to the Agency and the Contractor must, at no additional cost to the Agency, promptly comply with the notice.

19.3.3 The Contractor must include in any subcontract relating to the performance of this contract provisions that will enable the Contractor to comply with its obligations under this **clause 19.3**

19.4 Workplace Gender Equality

- (a) Where a tenderer is currently named as not complying with the *Workplace Gender Equality Act 2012*, the Court may exclude its tender from further consideration.
- (b) The successful tenderer will be required to comply with its obligations under the *Workplace Gender Equality Act 2012*, and shall not enter into a subcontract with a subcontractor named by the Director of Workplace Gender Equality Agency (WGEA) as an employer currently not complying with the *Workplace Gender Equality Act 2012*.

19.5 Workplace Health and Safety

19.5.1 The Contractor agrees, in carrying out this contract, to comply with:

- (a) All relevant legislation, codes of practice and national standards relating to occupational or work health and safety; including in relation to consultation, representation and participation; and
- (b) All applicable policies and procedures relating to occupational or work health and safety, including those that apply to the Court's premises when using those premises.

19.5.2 In the event of any inconsistency between any of the policies and procedures referred to in **clause 19.5.1**, the Service Provider will comply with those policies and procedures that produce the highest level of health and safety.

19.6 Aboriginal and Torres Strait Islanders

Tenderers should familiarise themselves with their obligations not to discriminate against Aboriginal and Torres Strait Islander people.

19.7 Fair Work Principles [The Fair Work Act 2009 (Cth)]

19.7.1 The Contractor must comply, and as far as practicable must ensure its subcontractors comply, with all relevant requirements of the Fair Work Principles as set out in the Fair Work Principles User Guide (available at www.deewr.gov.au/fairworkprinciples), including by:

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

19.7.2 Compliance with the Fair Work Principles shall not relieve the Contractor from its responsibility to comply with its other obligations under the Contract.

19.7.3 If the Contractor does not comply with the Fair Work Principles, without prejudice to any rights that would otherwise accrue to the Commonwealth, the Commonwealth shall be entitled to publish details of the Contractor's failure to comply (including the Contractor's name) and to otherwise provide those details to other Commonwealth agencies.

19.7.4 As far as practicable, the Contractor must:

- (a) not use a subcontractor in relation to this Contract where the subcontractor would be precluded from contracting directly with the Commonwealth under the requirements of the Fair Work Principles; and
- (b) ensure that all subcontracts impose obligations on subcontractors equivalent to the obligations under these Contract **clauses 19.7.1 to 19.7.4**

20 INDEMNITY

20.1 Indemnity by the Contractor

The Contractor must at all times indemnify and hold harmless the Court, its officers, employees and agents ("**those indemnified**") from and against all Loss whatsoever incurred or suffered by those indemnified:

- (a) in respect of any infringement of Intellectual Property rights or Moral Rights (in Australia or anywhere in the world) by the Contractor, its officers, employees, agents or subcontractors in carrying out the Services, the use by the Court of the Contract Material or otherwise in connection with the Contract; or
- (b) arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such Loss was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Contractor, or its officers, employees, agents or subcontractors in carrying out the Services or in connection with the Contract.

20.2 Enforcement of Indemnity

The Court may enforce the indemnity in **clause 20.1** in favour of those indemnified for the benefit of each of such persons in the name of the Court or of such persons.

20.3 Reduction of Liability

The Contractor's liability to indemnify the Court under **clause 20.1** will be reduced proportionally to the extent that a wilfully wrongful or negligent act or omission of the Court, its officers, employees or agents contributed to the Loss, as established by the Contractor.

20.4 Term of Clause

The indemnity referred to in **clause 20.1** will survive the expiration or termination of the Contract.

21 INSURANCE

21.1 Insurance Requirements

The Contractor must, at its own expense, effect and maintain with a reputable insurance company from the commencement of the Contract until the termination of the Contract or the

expiry of the Services, whichever is the later (except in the case of professional indemnity insurance which must be maintained until the expiration of 7 years after the termination of the Contract or the expiry of the Services, whichever is the later), the insurances specified in Appendix 1.

21.2 Evidence of Insurance

The Contractor must, if requested by the Court, and without delay, provide evidence that is acceptable to the Court of the insurance and its currency.

22 NEGATION OF EMPLOYMENT PARTNERSHIP AND AGENCY

22.1 No Representation

The Contractor must not represent itself, and must ensure that its employees do not represent themselves, as being employees, partners or agents of the Court.

22.2 No Deeming

The Contractor will not by virtue of the Contract be, or for any purpose be deemed to be, an employee, partner or agent of the Court.

22.3 No Public Announcement

22.3.1 The Contractor must not make any public announcement or make any representation to any media representative about or concerning:

- (a) the Contract;
- (b) any matter related to the Contract; or
- (c) the Court;

without the prior written consent of the Court.

22.3.2 However, the Contractor may include the Court's name and a factual description of the work performed under this Contract:

- (a) in a list of references;
- (b) in proposals to third parties; and
- (c) in its annual report.

23 TERMINATION AND REDUCTION FOR CONVENIENCE

23.1 Termination on Notice

The Court may, at any time by written notice, terminate the Contract, in whole or in part. Termination takes effect on and from the time specified in the notice. If the Contract is so terminated, the Court will be liable only for:

- (a) payment of the Contract price at **Appendix 3** for the Services rendered before the effective date of termination, provided that those Services have been rendered in accordance with the Contract and the Contractor is not otherwise in breach of the Contract; and

- (b) subject to this **clause 23**, any reasonable costs in respect of unavoidable Loss or damage sustained or incurred by the Contractor and directly attributable to the termination or partial termination of the Contract, provided that the costs are fully substantiated to the Court.

23.2 Contractor's Obligations

Upon receipt of a notice of termination the Contractor must:

- (a) stop work as specified in the notice and comply with any other directions or requests included in the notice, in particular in relation to Commonwealth Material and Contract Material;
- (b) comply with all obligations in the Contract relating to Commonwealth Material and Contract Material;
- (c) take all available steps to minimise or avoid any Loss or damage resulting from that termination and to protect Commonwealth Material and Contract Material; and
- (d) continue work on any part of the Services not affected by the notice.

23.3 Partial Termination

In the event of partial termination, the Court's liability to pay the Contract Price under **Appendix 3** will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

23.4 Compensation

The Court will not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Contractor under the Contract, exceed the Contract Price set out in **Appendix 3**. The Contractor will not be entitled to compensation for Loss of prospective profits.

24 TERMINATION FOR DEFAULT

24.1 Either Party may Terminate

Where a party fails to satisfy any of its obligations under this Contract, the other party if it considers that the failure is:

- (a) not capable of remedy, may, by notice, terminate this Contract immediately; or
- (b) capable of remedy, may, by notice require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate this Contract immediately by giving a second notice.

24.2 The Court may Terminate

The Court may also, by notice terminate this Contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Contractor:

- (a) being a corporation:

- (i) comes under one of the forms of external administration referred to in chapter 5 of the Corporation Law, or an order has been made for the purpose of placing the corporation under external administration; or
 - (ii) an application is filed with an Australian court seeking the appointment of a liquidator, receiver or other external administrator; or
- (b) being an individual:
 - (i) makes any arrangement, assignment, composition or agreement for the benefit of his or her creditors under the *Bankruptcy Act 1966*; or
 - (ii) a creditor's petition is filed with an Australian court seeking a sequestration order against his or her estate, or
- (c) assigns its rights otherwise than in accordance with the requirements of the Contract.

24.3 Advance Payments Recoverable

Where, before termination of the Contract under **clause 24.1**, the Court has made any payment in advance to the Contractor, the total amount of that payment shall be repaid by the Contractor to the Court on termination and, if not repaid, is recoverable by the Court from the Contractor as a debt.

24.4 Effect of Termination

If the Contract is terminated under this **clause 24**:

- (a) subject to the Contract, the parties are relieved from future performance, without
- (b) prejudice to any right of action that has accrued at the date of termination;
- (c) the parties rights to recover damages are not affected; and
- (d) the Contractor must comply with all obligations in the Contract relating to Commonwealth Material and Contract Material.

25 FURTHER TRANSITION ASSURANCE

25.1 Application of clauses

Clauses 24.5.1 to 24.5.2 apply upon termination or expiry of the Contract for any reason.

25.2 Ongoing use of Contract Material

The Contractor agrees that the Contract Material (including Recordings and Transcriptions) can be used without the Contractor's Pre-existing Material and will take all reasonable action and steps to transfer that material to the Court or an incoming service provider, subject to appropriate and necessary services and licences being obtained.

26 RESOLUTION OF DISPUTES

26.1 Reasonable Efforts to Resolve Disputes

The parties undertake to use all reasonable efforts in good faith to resolve any disputes which arise between them in connection with the Contract.

26.2 Dispute Notice

A party may give the other party a notice of dispute ("dispute notice") in connection with the Contract. Following the giving of a dispute notice, the parties will use reasonable efforts to resolve the dispute within 10 Business Days of the giving of the dispute notice.

26.3 Other Dispute Resolution Procedures

If the parties have not been able to resolve the dispute in accordance with clause 25.2, then the parties may agree on a process for resolving the dispute through means other than litigation or arbitration, including by mediation or conciliation.

26.4 Legal Proceedings

In the event that the dispute, controversy or claim has not been resolved within 30 Business Days (or such other period as agreed between the parties in writing) after the parties have attempted to resolve the dispute under this **clause 25**, or the appointment of the mediator or conciliator in accordance with this **clause 25**, then either party may, if it wishes, commence legal proceedings.

26.5 Injunctive Relief

Nothing in this **clause 25** prevents either party from seeking urgent injunctive relief.

27 SEVERABILITY

Each provision of the Contract and each part of such provision, will, unless the context otherwise necessarily requires it, be read and construed as a separate and severable provision or part. If any provisions or part of such provision is void or otherwise unenforceable for any reason, then that provision or part (as the case may be) will be severed and the remainder will be read and construed as if the severable provision or part had never existed.

28 APPLICABLE LAW

28.1 Governing Law

The Contract will be governed by the laws for the time being in force in the State of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of the State of New South Wales.

28.2 Compliance with Laws

The Contractor must ensure that the work done under the Contract complies with the laws from time to time in force in the State or Territory in which the Services, or any part of such Services, are to be carried out.

29 NOTICES

29.1 Providing Notice

Any notice, request or other communication to be given or served pursuant to the Contract must be in writing and addressed as follows:

- (a) if given to the Court, signed by the Contractor's Contract Representative and forwarded to the Court for the attention of the Court's Contract Representative at the address indicated in **Appendix 1** or as otherwise notified by the Court; or

- (b) if given by the Court, signed by the Court's Contract Representative and forwarded to the Contractor for the attention of the Contractor's Contract Representative at the address indicated in **Appendix 1** or as otherwise notified by the Contractor.

29.2 Methods of Providing Notice

Any such notice, request or other communication must be delivered by hand or sent by prepaid post, facsimile, or email to the address of the party to which it is sent.

29.3 Delivery of Notice

A notice or other communication sent to a party will be delivered:

- (a) if sent by pre-paid post, when it would be received by the party in the normal course of post;
- (b) if sent by facsimile, at the time recorded by the transmitting machine, unless within 24 hours the addressee informs the sender that the transmission was received in incomplete or corrupted form; or
- (c) if sent by email, on receipt of a successful delivery report by the machine from which the email was sent.

30 ENTIRE AGREEMENT AND VARIATION

30.1 Entire Agreement

The Contract constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the parties with respect to the subject matter of the Contract.

30.2 Variation

No agreement or understanding varying or extending the Contract, including in particular the scope of the Services described in the Statement of Requirements at **Appendices 2 and 4**, or the Contract price in **Appendix 3**, will be legally binding upon either party unless in writing and signed by both parties.

30.3 No Liability unless Variation Agreed

The Court will not be liable for any additional work undertaken or expenditure incurred by the Contractor pursuant to a variation to the Contract unless such variation has been effected in accordance with the Contract and the additional expenditure has been agreed to by the Court.

31 ASSIGNMENT AND NOVATION

31.1 No Assignment

The Contractor must not assign or otherwise transfer its rights under the Contract without the prior consent in writing of the Court.

31.2 No Novation

The Contractor must not consult with any other person or body for the purpose of entering into an agreement which will require novation of the Contract without first consulting the Court.

32 WAIVER

A waiver by a party in respect of a breach or a provision of the Contract by the other party will not be deemed to be a waiver in respect of any other breach, and the failure of a party to enforce at any time any of the provisions of the Contract will in no way be interpreted as a waiver of such provision.

33 EXECUTION

The Contractor warrants that it has full corporate power and authority to enter into, perform and observe its obligations under the Contract and that the execution, delivery and performance of the Contract has been duly and validly authorised by all necessary corporate action.

ON BEHALF OF THE COURT

SIGNED on behalf of the)
FEDERAL COURT OF AUSTRALIA by)

NAME: Warwick Soden)

POSITION: Registrar and)
Chief Executive Officer)



Signed by Court Signatory

25 March 2013

Date

IN THE PRESENCE OF ()

NAME: B. King)
Name of Witness)

CHRISTOPHER KING

Signed by Court Witness

25/3/13

Date

SIGNED on behalf of **AUSCRIPT**)
AUSTRALASIA PTY LTD by)

NAME: PETER WILSON)

POSITION: Chief Executive Officer)
and Managing Director)



Signed by Contractor Signatory

25/3/13

Date

IN THE PRESENCE OF)

NAME: Jessica Dey)
Name of Witness)



Signed by Contractor Witness

25/3/13

Date

APPENDIX 1 – CONTRACT DETAILS

A. TERM OF CONTRACT (Clause 2)

Commencement of Contract: the parties agree that the Contract will be taken to have commenced on, with provision of the Services commencing on: **25th March 2013**

Duration of Contract: the Contract will continue in force for a period of four years from the commencement of the Contract (hereafter the "Initial Term").

Extension of Initial Term: the Court may, at its sole discretion, extend the Initial Term of the Contract for one additional period of two years by providing written notice to the Contractor of not less than one month before expiry of the Initial Term.

B. PROVISION OF CONTRACT SERVICES (Clause 3)

The Contractor will provide the Services, namely court reporting services, described in detail in the Statement of Requirements at **Appendices 2 and 4** and their Attachments.

Summary of Court Reporting Services

The court reporting services generally comprise:

- (a) recording Services at the identified locations including provision of audio recording equipment;
- (b) transcription Services, including the provision of all hardware and software required to produce Transcript;
- (c) a Transcript sales service to the Court, Litigants involved in Proceedings, Media organisations and members of the public;
- (d) technical Services and support, including the provision of courtroom equipment as specified in these Requirements;
- (e) storage of court reporting materials (audio Recordings and electronic Transcript);
- (f) Real-Time Services as identified in **Appendix 4**, Statement of Requirements;
- (g) regular statistical reporting including the development of a statistical database for the Court.
- (h) any other services, as described in **Appendices 2 and 4** and their respective **Attachments**.

C. PRICE (Clause 4)

Subject to the Contract, including the performance of the Services to the satisfaction of the Court, the prices payable, including fees, allowances and assistance, for the provision of the Services are detailed in **Appendix 3**.

D. PAYMENT PROCEDURES (Clause 4)

Invoices must be submitted by the Contractor as detailed in **Appendix 3**.

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

F. SPECIFIED PERSONNEL (Clause 6)

The Contractor must ensure that the Services are undertaken by the individuals nominated as follows in accordance with **clause 6** to undertake and perform the Contract Services or specific portions of those Services:

Contractor's Specified Personnel:

No personnel are specified for this Contract.

G. CONTRACT REPRESENTATIVES (Clause 8)

The persons holding, occupying or performing the duties of Contract Representative for each of the parties are detailed as follows:

For the Court:

For the Contractor:

Christopher King Manager, Contracts and Property Principal Registry Federal Court of Australia Level 16, Law Courts Building Queens Square SYDNEY NSW 2000	Kate Gaske Group Business Services and Operations Manager Auscript Australasia Pty Ltd Level 22 179 Turbot Street Brisbane QLD 4000
--	---

H. INTELLECTUAL PROPERTY (Clause 9)

Contractor's Pre-existing Material

The Contractor's Pre-existing Material in existence at the Commencement Date, in which Intellectual property rights vest in the Contractor, is detailed as follows:

Refer to Appendix 8 for full details.

Third Party Pre-existing Material

Third party Pre-existing Material, in which Intellectual property rights vest in a third party, is detailed as follows:

- a) [REDACTED]
- b) [REDACTED] software operating systems and applications suite
- c) any material that is created, written or otherwise brought into existence by or on behalf of the Contractor in the course of performing the Contract, including software applications designed and built by [REDACTED], Auscript, [REDACTED], or any other third party software developer, that maybe engaged by the Contractor.

I. CONFIDENTIALITY (Clause 12)

The Court's Confidential Information

The Court's Confidential Information is comprised in or relates to the Commonwealth Material or Contract Material, refer **clause 1**.

The Contractor's Confidential Information

The following information is agreed between the parties as the Contractor's Confidential Information after submission of tenders and negotiation between the Contractor and the Court. The period of confidentiality is 7 years from expiry or earlier termination of the Contract.

Refer to Appendix 9 for full details.

J. SECURITY (Clause 13)

Where required, the officers, employees, agents and subcontractors of the Contractor will be issued with identity cards whilst on the Court's premises, and must wear the cards as instructed by the Court. The cards must be returned when the Contractor has completed provision of the Services.

At all times, the officers, employees, agents and subcontractors of the Contractor must comply with directives provided by the Court relating to the Court's security and workplace safety requirements including, where generally required within the scope of the Services, compliance with the *Protective Security Policy Framework* security provisions, the appropriate storage and archiving of security classified material, or any security checks the Court may wish to make in respect of the Contractor's officers, employees, agents and subcontractors engaged in providing the Services.

The Contractor must ensure that the Contractor's officers, employees, agents and subcontractors engaged in providing Services in respect of matters of national security are cleared to the required level of security (including top secret where required) in compliance with the *Protective Security Policy Framework*. The Contractor must meet the cost of such security clearance requirements.

K INSURANCE (Clause 21)

The Contractor must maintain:

- (a) a broad form public liability insurance to the value of at least \$20 million per claim;
- (b) where the Contractor supplies Services, professional indemnity insurance to the value of at least \$10 million per claim;
- (c) where the Contractor supplies products as part of the Services, product liability insurance to the value of at least \$10 million per claim; and,
- (d) workers' compensation insurance for an amount required by the relevant State and Territory legislation.

L. NOTICES (Clause 30)

Postal address for service of notices to the Court is as follows:

The Federal Court of Australia
Principal Registry
Level 16
Law Courts Building
Queens Square
Sydney NSW 2000

For the Attention of:

Warwick Soden, CEO and Registrar

Postal address for service of notices to the Contractor is as follows:

Auscript Australasia Pty Ltd
Level 22
179 Turbot Street
Brisbane QLD 4000

For the Attention of:

Peter Wyatt, Chief Executive Office and Managing Director

APPENDIX 2 – STATEMENT OF REQUIREMENTS

This page has been deliberately left blank

**APPENDIX 2 – STATEMENT OF REQUIREMENTS
LIST OF CONTENTS**

1	OVERVIEW OF SERVICES REQUIRED	1
1.1	Executive Summary	1
1.2	Contract Coverage	1
1.3	Where Services are to be Provided	1
1.4	To Whom Services are to be Provided	2
1.5	Cooperative Procurement	2
1.6	Court Reporting Workload	2
1.7	Use of Federal Court Courtrooms	2
2	RECORDING SERVICES	3
2.1	Service Description	3
2.2	Provision of Accommodation and Furniture in the Courtroom	3
2.3	Provision of Recording Services at Regional Locations	3
2.4	Statement of Requirements	4
3	TRANSCRIPTION SERVICES	5
3.1	Service Description	5
3.2	Electronic Transcript	5
3.3	Provision of Transcript for the Court	5
3.4	Ordering and Delivery of Transcript	5
3.5	Transcript of Recordings made by Others	6
3.6	Reduced Payment for Reduction in Quality of Transcript or Delay	6
3.7	Confidentiality of Transcript and Confidential Matters in Transcript	6
3.8	Statement of Requirements	6
4	PROVISION OF TECHNOLOGY AND ASSOCIATED SERVICES	7
4.1	Service Description	7
5	COURTROOM INFRASTRUCTURE TECHNOLOGY	8
5.1	Service Description	8
5.2	Equipment to be provided by the Contractor	9
5.3	Integration with Existing Courtroom Technology	9
5.4	Standard of Work	9
6	AUDIO RECORDING TECHNOLOGY	11
6.1	Service Description	11
6.2	Arrangements for Transmission of Digital Audio Signals from the Court	11
6.3	Storage of Digital Audio Recordings	11
6.4	Statement of Requirements	11
7	TECHNOLOGY FOR THE PRODUCTION, STORAGE AND DELIVERY OF ELECTRONIC TRANSCRIPT	12
7.1	Service Description	12
7.2	Transcript Production Requirements	12
7.3	Approval of the Transcript Production Methodology	12
7.4	Statement of Requirements	12
7.5	Transcription Analysis Application	13
8	REMOTE MONITORING ROOM ARRANGEMENTS	14
8.1	Service Description	14
8.2	Remote Monitoring Rooms in Adelaide and Canberra	14
8.3	Responsibilities Associated with the Establishment of Remote Monitoring Arrangements	14
8.4	Statement of Requirements	14
9	PROVISION OF TECHNICAL SUPPORT SERVICES	15
9.1	Service Description	15
9.2	Statement of Requirements	15

10 USE OF CONTRACTOR OWNED COURTROOM TECHNOLOGY	16
10.2 Arrangements for the High Court of Australia.....	16
10.3 Arrangements for other Contractors	16
10.4 Co-operation with Others	16
10.5 Statement of Requirements.....	17
11 SERVICES RELATING TO NATIVE TITLE PROCEEDINGS	18
11.1 Service Description	18
11.2 Statement of Requirements.....	18
12 REAL-TIME TRANSCRIPT SERVICES	19
13 COPYRIGHT.....	20
13.1 Service Description	20
13.2 Statement of Requirements.....	20
14 PROVISION OF TRANSCRIPT FOR THE MEDIA	21
14.1 Service Description	21
14.2 Statement of Requirements.....	21
15 LITIGANTS IN IMPECUNIOUS CIRCUMSTANCES.....	22
15.1 Service Description	22
15.2 Statement of Requirements.....	22
16 MAINTENANCE OF ADMINISTRATIVE RECORDS	23
16.1 Service Description	23
16.2 Statement of Requirements.....	23
17 STORAGE OF COURT REPORTING RECORDS.....	24
17.1 Service Description	24
17.2 Statement of Requirements.....	24
18 RETENTION AND DISPOSAL OF RECORDS	25
18.1 Service Description	25
18.2 Schedule of Retention and Disposal Requirements for Court Reporting Records	26
18.3 Statement of Requirements.....	27
19 PROVISION OF RECORDS FOR ARCHIVING PURPOSES	28
19.1 Service Description	28
19.2 Statement of Requirements.....	28
20 PROVISION OF STATISTICAL DATA	29
20.1 Service Description	29
20.2 Statement of Requirements.....	29
21 DISASTER AND BUSINESS CONTINUITY PLANNING	30
21.1 Service Description	30
21.2 Statement of Requirements.....	30
22 CHANGEOVER TO THE NEXT CONTRACT	30
22.1 Service Description	30
23 CONTRACT MANAGEMENT	30
23.1 Service Description	30
23.2 Statement of Requirements.....	30
24 ADDITIONAL REQUIREMENTS FOR THE FEDERAL MAGISTRATES COURT	30
24.1 Service Description	31
24.2 Statement of Requirements.....	31
25 ADDITIONAL REQUIREMENTS FOR THE ADMINISTRATIVE APPEALS TRIBUNAL (TASMANIA).....	31
25.1 Service Description	31
25.2 Statement of Requirements.....	31

26 ATTACHMENTS

<u>Attachment</u>	<u>Title</u>
<u>Attachment A:</u>	<u>Specifications for Recording Services.</u>
<u>Attachment B:</u>	<u>Specifications for Transcript Services.</u>
<u>Attachment C:</u>	<u>Specifications for Services in respect of Aboriginal and Torres Strait Islander Proceedings.</u>
<u>Attachment D:</u>	<u>Specifications for Statistical Reporting Services.</u>
<u>Attachment E:</u>	<u>Federal Court Format for Transcript.</u>
<u>Attachment F:</u>	<u>Federal Magistrates Court – Judgments Template.</u>
<u>Attachment G:</u>	<u>Federal Court Registry and Courtroom Locations.</u>
<u>Attachment H:</u>	<u>Arrangements for the use of Federal Court Courtrooms by the High Court of Australia and Other Contractors</u>
<u>Attachment I:</u>	<u>Schedules of Courtroom Technology owned by the Court and the Contractor (NSW – NT – QLD – ACT – TAS)</u>
<u>Attachment J:</u>	<u>Schedules of Courtroom Technology owned by the Court and the Contractor (VIC – SA – WA)</u>
<u>Attachment K:</u>	<u>Protocol for Media Access to Transcript</u>
<u>Attachment L:</u>	<u>Protocol for Dealing with issues of Transcript for Impecunious Litigants</u>

1 OVERVIEW OF SERVICES REQUIRED

1.1 Executive Summary

1.1.1 The Court Reporting Services to be provided are described generally as follows:

- (a) recording Services at the identified locations including provision of audio recording equipment;
- (b) transcription Services, including the provision of all hardware and software required to produce Transcript;
- (c) a Transcript sales service to the Court, Litigants involved in Proceedings, Media organisations and members of the public;
- (d) technical Services and support, including the provision of courtroom equipment as specified in these Requirements;
- (e) storage of court reporting materials (audio Recordings and electronic Transcript);
- (f) other Services such as Real-Time as identified in Part 4, Statement of Requirements;
- (g) regular statistical reporting including the development of a statistical database for the Court.
- (h) any other services, as described in Appendices 2 and 4 and their respective Attachments.

1.2 Contract Coverage

1.2.1 The Contract represents:

- (a) national coverage for the Federal Court of Australia;
- (b) national coverage for the Federal Magistrates Court of Australia, in respect of General Federal Law matters held in Federal Court Courtrooms; and
- (c) coverage for the Administrative Appeals Tribunal for Tasmania;
- (d) coverage for other judicial bodies, as required.

1.3 Where Services are to be Provided

1.3.1 The Services are to be provided at the following locations:

- (a) at all Federal Court registries, covering all Federal Court courtrooms and hearing rooms or other nominated Federal Court locations.
- (b) at regional locations, as required. The regional locations where Services may be required include:
 - Cairns and Townsville (from the Queensland Registry);
 - at regional locations in Tasmania (from the Tasmania Registry). These are primarily for the Administrative Appeals Tribunal.
- (c) For any additional courtrooms and hearing rooms nominated by the Federal Magistrates Court as being primarily for the purpose of hearing matters pertaining to its general Federal Law work.

1.3.2 A schedule of current Federal Court courtrooms and hearing rooms is provided at Attachment G.

1.3.3 During the life of the Contract there may be changes to the courtrooms in which services are to be provided, as follows:

- (a) additional courtrooms established by the Court on a permanent or temporary basis;

- (b) permanent or temporary close of existing courtrooms; and
- (c) any other changes, such as an exchange of courtrooms between jurisdictions.

1.3.4 Where such changes occur, the Court will liaise with the Contractor regarding the changes and their effect on the provision of equipment and services to be provided. The Contractor may negotiate with the Court in relation to additional costs incurred.

1.4 To Whom Services are to be Provided

1.4.1 At the above locations the Services are to be provided for any Court or other judicial body using the courtrooms of the Federal Court or nominated Federal Magistrates Court courtrooms. These include judicial organisations in which commissions are held by Federal Court judges or registrars. Services may therefore be required for the following:

- (a) the Federal Court of Australia;
- (b) other courts, tribunals or judicial bodies for which Federal Court judges and registrars perform duties associated with other commissions (these are identified in the Court's Annual Report);
- (c) the Federal Magistrates Court of Australia;
- (d) the Administrative Appeals Tribunal ("AAT") in Tasmania where the Federal Court and the Administrative Appeals Tribunal share the same registry;
- (e) any other organisation authorised to use Federal Court courtrooms;

1.4.2 For the purpose of the Requirements, "Court" means all courts or other organisations or persons to whom Services are to be provided under the Contract.

1.5 Cooperative Procurement

1.5.1 Any Commonwealth Court or Tribunal may avail themselves of the Contract resulting from this RFT. Consequently, the volume of services required under this RFT may increase in accordance with the requirements of another Court or Tribunal. The decision to do so will be taken by that agency in accordance with the Commonwealth Procurement Rules.

1.6 Court Reporting Workload

1.6.1 The Court makes no representations as to the volume of work that might reasonably be expected during the period of the Contract.

1.6.2 It is to be noted that the Federal Magistrates Court also performs work related to its Family Law jurisdiction. This is performed either in Family Court courtrooms or in Federal Magistrates Court courtrooms which are designated as family law courtrooms. Court reporting Services for this work is covered by the Family Court's court reporting contracts or other separate contract arrangements made by the Federal Magistrates Court.

1.7 Use of Federal Court Courtrooms

1.7.1 In certain circumstances, other court reporting contractors (including court reporting staff of the High Court of Australia) are permitted to record Proceedings in Federal Court courtrooms. As an example, these circumstances may include:

- (a) the High Court (court reporting staff) or contractors engaged separately by the High Court of Australia;
- (b) other contractors from time to time, for example those providing continuing Services for Native Title Proceedings;

1.7.2 The arrangements covering use of Federal Court courtrooms in the circumstances described in Clause 10.

2 RECORDING SERVICES

2.1 Service Description

2.1.1 The Court requires Recording Services, as follows:

- (a) For the Courts and Other Organisations identified in clause 1.
- (b) At the Federal Court registries located in each state or territory capital city, regional locations or elsewhere on request.
- (c) At a level of service which will enable the Contractor to produce quality Transcript in accordance with the Court's Transcript Format.
- (d) In conjunction with other technology used by the Court such as videoconferencing and teleconferencing. The technology and the associated Services that are required are described in the clauses on Technology.

2.1.2 All audio Recording equipment necessary to record or to interface with existing courtroom equipment in order to record Proceedings is to be provided. Recording equipment will be required at all locations listed at Attachment G and detailed at Attachments I and J.

2.1.3 The Recording Services are to meet the Specifications for Recording Services set out in Attachment A.

2.1.4 No person other than a person nominated by the Court's Registrar, those nominated in Clause 2.1.6 or Contractor's staff is allowed to listen to any audio Recording.

2.1.5 No audio Recording is to be provided to any person without the express permission of the Court Registrar.

2.1.6 The audio Recording of Proceedings may be provided, on request, to Judges, Federal Magistrates and Members of the Administrative Appeals Tribunal.

2.1.7 The Specifications for Recording Services are set out at Attachment B.

2.2 Provision of Accommodation and Furniture in the Courtroom

2.2.1 The Court will provide all reasonable accommodation requirements, including furniture and fixtures to enable court reporting to be undertaken within courtrooms.

2.3 Provision of Recording Services at Regional Locations

2.3.1 In addition to its metropolitan locations, the Court requires the provision of Recording Services (and associated Transcription Services) at a number of regional locations. Currently, a need for these Services has been identified for regional locations in Queensland and Tasmania and other regional Services may be required in the future.

2.3.2 The Court requires a flexible approach to the provision of these Services, and would expect the Contractor to either provide such Services directly or work with the Court on alternative arrangements for the provision of these Services. It would therefore be expected that the Contractor:

- (a) would provide Services directly at the regional locations, either by travelling to the regional location or by using their own local resources at that location in conjunction with the use of portable audio Recording equipment; or
- (b) would sub-contract Services at the regional location where local Services are available, subject to Court approval; or
- (c) will otherwise liaise with the Court to ensure that the Services are provided to the Court in the most cost-effective manner.

2.4 Provision of In-Court Monitoring and Recording Services at No Cost

2.4.1 The following In-Court Monitoring and Recording Services are to be provided to the Court and Other Organisations at no cost:

- (a) In-Court Monitoring and Recording Services (where applicable);
- (b) Portable/ Regional Locations Recordings;
- (c) Cancellation of Recording Fees where the Court has provided more than 60 minutes' notice to the Contractor;
- (d) Overtime for Recordings that occur outside of Normal Business Hours; and,
- (e) Weekend Recordings.

2.5 Statement of Requirements

The Contractor is required to:

- 2.5.1 Provide Recording Services to all courts, organisations and persons authorised under the Contract.
- 2.5.2 Provide Services in accordance with the Specifications for Recording Services at Attachment A.
- 2.5.3 Provide Recording Services at a level of service to enable quality Transcript to be produced to meet the Court's Transcript Format.
- 2.5.4 Provide Recording Services in Federal Court courtrooms (see Attachment G).
- 2.5.5 Provide all audio Recording equipment (see also clause 6).
- 2.5.6 Ensure that no unauthorised persons listen to any audio Recording.
- 2.5.7 Ensure that the audio Recording is only provided to persons permitted by the Court.
- 2.5.8 Provide Recording Services, including the local production of Transcript where required, at regional locations in accordance with the arrangements set out at clause 2.3
- 2.5.9 Provide an audio Recording of Proceedings, when requested to Judges, Federal Magistrates and Members of the Administrative Appeals Tribunal.
- 2.5.10 Audio Recordings that are provided in a digital audio format are to be in a non-proprietary, accessible format such as Windows Media Player.
- 2.4.12 Recording and Monitoring Services must be provided in accordance with the Specifications set out at Attachment A.

3 TRANSCRIPTION SERVICES

3.1 Service Description

- 3.1.1 The Court requires Services covering provision of Transcript to the following:
- (a) the Federal Court and others, as identified in clause 1;
 - (b) the Litigants to Proceedings and/or the public;
 - (c) the Media (see clause 14);
 - (d) Litigants in impecunious circumstances (see clause 15).
- 3.1.2 The technology requirements for Transcript are covered in clause 7.
- 3.1.3 The provision of Transcript Services is to be in accordance with the Transcript Specifications set out in Attachment B.
- 3.1.4 The Contractor is to use employees or sub-contractors directly engaged by the Contractor.
- 3.1.5 Transcript prepared as the basis for an *ex tempore* judgment is not to be sold to the Litigants or the public, and is not subject to release under the *Freedom of Information Act*.
- 3.1.6 The Specifications for Transcription Services are set out at Attachment B.

3.2 Electronic Transcript

- 3.2.1 The Contractor is required to produce all Transcripts in electronic form.
- 3.2.2 The electronic Transcript (in Microsoft Word) shall be the Court's official Transcript and any paper Transcript, produced by the Contractor for the Court or a Litigant, must match the electronic version apart from pagination.
- 3.2.3 The Contractor (where requested by the Court and the Litigants to Proceedings) is to provide Transcript in electronic form in the following word processing and electronic formats or in such other formats as specified by the Court from time to time:
- Microsoft Word (representing the Court's official Transcript); and,
 - any other format that is specified by the Court from time to time, or as requested by the Litigants subject to separate arrangements that the Contractor may wish to establish for the provision of Transcript in different formats.
- 3.2.4 The Federal Court reserves the right to specify other electronic formats that are, or will be, in common use in which the Contractor shall provide Transcript during the life of the Contract.

3.3 Provision of Transcript for the Court and Other Organisations at No Cost

- 3.3.1 The following Transcription (and Judgments) Services are to be provided at no cost to the Court and Other Organisations as identified in Clause 1 with the exception of services to other judicial bodies, as indicated in Clause 1.2.1 (d):
- (a) Transcripts as ordered by the Court and other organisations which were not purchased by a Party;
 - (b) Judgments requested by the Court and Other Organisations; and
 - (c) All Transcripts ordered by the Litigants, which will be delivered as an auto copy to the Court and Other Organisations.
- 3.3.2 The "no cost" provision is applicable to the "fair and reasonable usage" by the Federal Court's and the Other Organisation's judicial officers where the total volume of future transcription orders is consistent with the

Federal Court's and Other Organisation's historical ordering and expenditure on transcript in relation to the respective total number of recording hours for each.

3.3.3 Clause 3.3.2 applies on the principle that Auscript will monitor and report to the Court its transcription demand on a quarterly basis. In the event that the Court's demand for transcription within a Calendar Year exceeds a margin of 10% from its historical ordering and expenditure on transcript (relative to the total number of recording hours occurring in this same period), then the Parties will review the application of the "fair and reasonable usage" policy and its provision within this Contract.

3.3.4 The application of the "fair and reasonable usage" policy is measured separately for the Federal Court and Other Organisations.

3.4 Ordering and Delivery of Transcript

3.4.1 The Contractor is required to establish arrangements for the ordering and delivery of Transcript to the Court and Litigants. These arrangements are to include:

- (a) the provision of a sales outlet for the sale of Transcript to the Litigants and the public in each capital city;
- (b) the provision of electronic ordering Services, including on-line, email and fax.

3.4.2 The Court requires Transcript to be delivered to the Court, the Litigants and the public via:

- (a) personal collection (hard copy or disc);
- (b) personal delivery (hard copy or disc);
- (c) by email; or
- (d) web service.

3.4.3 The above requirements are described in more detail in the Transcript Specifications in Attachment B.

3.4.4 All Transcript delivered by email or other electronic means must be checked for viruses prior to delivery.

3.5 Transcript of Recordings made by Others

3.5.1 The Contractor may be requested by the Court to transcribe audio Recordings made by the Court or others under its direction. For example, a Recording of a teleconference made by a teleconferencing service provider.

3.6 Reduced Payment for Reduction in Quality of Transcript or Delay

3.6.1 The Federal Court reserves the right to apply special reduced payments where the level of service in the provision of Transcript does not meet the standards described in the Transcript Specifications at Attachment B.

3.7 Confidentiality of Transcript and Confidential Matters in Transcript

3.7.1 A small number of matters, Transcript or portions of Transcript may be subject to an order of the Court concerning access or confidentiality and need to be treated accordingly.

3.7.2 Procedures are to be established for managing such confidentiality requirements.

3.7.3 The Contractor's staff, including sub-contractors, must not discuss any aspect of Court Proceedings with the Litigants, the media or with any other person.

3.8 Statement of Requirements

The Contractor is required to:

3.8.1 Provide Transcript in accordance with the Transcript Specifications set out in Attachment B.

3.8.2 Transcribe all or any part of Proceedings as requested from time to time.

- 3.8.3 Provide Transcript in the format specified by the Federal Court and the Federal Magistrates Court. The Transcript Format is specified at Attachment E.
- 3.8.4 Provide Transcript in both paper and electronic form as appropriate.
- 3.8.5 Provide an accessible sales outlet in each capital city for sale to the Litigants and public.
- 3.8.6 Provide an electronic ordering and delivery service to the Court and the Litigants.
- 3.8.7 Ensure that confidentiality of Transcript, including any orders as to access is observed.
- 3.8.8 Ensure that Transcript prepared as the basis for an *ex tempore* judgment is not to be sold to the Litigants or the public and is not to be released under the *Freedom of Information Act*.
- 3.8.9 Transcript Services must be provided in accordance with the Specifications set out at Attachment B.

4 PROVISION OF TECHNOLOGY AND ASSOCIATED SERVICES

4.1 Service Description

- 4.1.1 There are a number of elements of the Contract where the provision of technology and associated Services will be relevant. These include:
 - (a) the provision of specified courtroom infrastructure technology (clause 5);
 - (b) the provision of all audio Recording technology and storage of audio Recordings (clause 6);
 - (c) the provision of technology for the preparation and storage of electronic Transcript (clause 7);
 - (d) remote monitoring room arrangements (clause 8);
 - (e) provision of technical support Services (clause 9);
 - (f) arrangements for the use of Contractor owned courtroom technology by the High Court and other external contractors (clause 10).

Each of these is covered separately, in the following clauses.

5 COURTROOM INFRASTRUCTURE TECHNOLOGY

5.1 Service Description

5.1.1 The Contractor is required to:

- (a) provide courtroom equipment identified as Contractor owned equipment in the Attachments;
- (b) provide technical support for this equipment while installed in courtrooms;
- (c) make certain equipment available for use by others (as described in clause 10).

5.1.2 To facilitate the above, a distinction has been made between "Infrastructure" and "Non-infrastructure" courtroom technology. "Infrastructure" technology is regarded as the fixed technology in a courtroom, while "Non-infrastructure" technology represents technology which could integrate or interface with the "infrastructure" technology, as required. Largely, "Non-infrastructure technology" will represent Audio Recording equipment that is owned by the Contractor.

For court reporting purposes, the differences between "Infrastructure" and "Non-infrastructure" technology is illustrated in the tables below.

"Infrastructure" Technology
Microphones (fixed)
Microphones (radio) and receivers
Microphone stands
Cabling (both infrastructure and within the courtroom)
Patch Panels (to provide lines out for audio Recording, preferably 4 or 5 lines)
Audio mixers (including digital mixers)
Break out boxes
Feedback eliminators
Amplifiers
Speakers
Hearing Assistance Systems (fixed or portable)
Cameras (where relevant to court reporting purposes)
Teleconferencing systems
Videoconferencing systems
Power

"Non-infrastructure" Technology
Audio Recording equipment (digital)
Back-up audio Recording equipment
Other equipment directly associated with the use of digital audio Recording technology (e.g. PC monitor; low-noise keyboard)
Patch leads (from the Court's patch panel to the audio Recording equipment provided by the Contractor)

5.1.3 Over the life of the Contract, it is possible that the Court will acquire and install additional "Infrastructure" technology within its courtrooms.

5.2 Equipment to be provided by the Contractor

5.2.1 The Contractor is required to provide “Non-infrastructure” technology for Federal Court courtrooms, where equipment is identified as being “Equipment Owned by the Contractor” in the Attachments. These equipment schedules shall be maintained by the Court over the life of the Contract.

5.3 Integration with Existing Courtroom Technology

5.3.1 The Contractor must ensure that its equipment is suitable for integrating or interfacing with existing courtroom technology, including videoconferencing and teleconferencing technology.

5.4 Standard of Work

5.4.1 Where the Contractor supplies and installs any equipment into a courtroom, it must be undertaken in accordance with applicable standards as set out below.

5.4.2 The Court also expects that workmanship is to be of a high standard and all work must only be undertaken in consultation with the Court, through the Director, Court Services in each registry and / or the Court’s Manager, Property & Facilities.

The following standards are applicable to any installation work required to be undertaken in Federal Court courtrooms:

AS/NZS3000:2007	Electrical Installations.
AS3080:	Integrated Telecommunications Cabling Systems for Commercial Premises.
AS3084:2003	Telecommunications Installation, Pathways and Spaces for Commercial Buildings.
AS/NZS 1367:2007	Coaxial cable and optical fibre systems for the RF distribution of analog and digital television and sound signals in single and multiple dwelling installations
AS ISO 11654:2002	Acoustics - Rating of sound absorption - Materials and systems
AS/NZS 3100:2009	Approval and test specification - General requirements for electrical equipment
BS6259:	Planning and Installation of Sound Systems.
ACA TS 102:1998	ACA TS 102:1998 Telecommunications Technical Standard (Customer Equipment and Customer Cabling)

In particular, the installation of equipment into courtrooms is to meet the following requirements:

- All cabling is to be neatly tied (loomed).
- All cabling is to be concealed, with no cabling located loosely on the floor or outside cabinets or work spaces intended to store cabling and equipment.
- Power boards are not to be used, other than on a temporary basis pending the provision of suitable power outlets by the Court.
- All items of equipment, including plates, must be properly fixed to cabinet or work space walls or floors.
- No items of equipment, other than desktop items are to be stored loosely.

- Where panelling is removed for the installation of equipment, this is to be replaced (in the same condition as before). Where required, the Court will restore missing or damaged cabinet doors and paneling where this forms part of the courtroom infrastructure at the Contractor's expense.
- Cabinet doors and panels are to be kept shut at all times.
- All equipment and cabling is to be labeled, using electronic labeling tools.

5.4.3 In addition, any installation work must have consideration to:

- (a) WHS requirements;
- (b) protection of courtroom furniture and finishes from damage;
- (c) building site conditions (e.g. noise);
- (d) compatibility with other equipment in the courtroom (e.g. hearing assistance systems; videoconferencing and teleconferencing equipment).

5.4.4 Any equipment installed into a courtroom must be quiet in operation. This applies to:

- (a) audio recording equipment;
- (b) computer keyboard equipment used with digital audio recording equipment;
- (c) any other equipment.

5.4.5 The Contractor is to ensure that the equipment and facilities used for recording hearings do not interfere with the operation of any 'hearing assistance systems' installed or placed in the room for the benefit of those persons with a hearing disability. Recording equipment shall be compatible for use with and/or connection with mobile hearing assistance equipment.

6 AUDIO RECORDING TECHNOLOGY

6.1 Service Description

6.1.1 All audio recording technology is to be supplied by the Contractor. This will include:

- (a) digital audio recording equipment;
- (b) back-up audio recording equipment;

6.2 Arrangements for Transmission of Digital Audio Signals from the Court

6.2.1 The Contractor is to make suitable arrangements for the transportation of the digital audio Recordings from the courtrooms to the Contractor's national network. Such arrangements are to be agreed with the Court for each registry.

6.2.2 The cost of establishing and maintaining such Services shall be a cost to the Contractor, except for infrastructure facilities (e.g. cabling) which shall be a cost to the Court.

6.2.3 Where digital audio Recordings are transmitted using external communications Services, particularly wireless services, Contractors must ensure that adequate security is applied to the transmitted signal.

6.3 Storage of Digital Audio Recordings

6.3.1 Audio Recordings made using digital audio recording technology are required to be stored by the Contractor for the period specified in the Requirements (see clause 17).

6.4 Statement of Requirements

The Contractor is required to:

6.4.1 Provide all audio or other recording equipment necessary to ensure that the required level of reporting Services is available at all times at Federal Court registries and as required for Services to be provided at other locations.

6.4.2 Provide technical support on site at the Federal Court courtrooms within one hour of a system failure of any item of Contractor equipment.

6.4.3 Apply appropriate security to digital audio Recordings transmitted via external communication, particularly if wireless communication is used.

7 TECHNOLOGY FOR THE PRODUCTION, STORAGE AND DELIVERY OF ELECTRONIC TRANSCRIPT

7.1 Service Description

7.1.1 The Contractor is to provide all technology necessary to:

- (a) produce Transcript in accordance with the Court's Format for Transcript;
- (b) produce Transcript in the electronic formats specified in the Court's Format for Transcript at Attachment E;
- (c) store the electronic Transcript in the required format for the period specified later in these Requirements;
- (d) provide electronic ordering and delivery Services for Transcript to the Court using the Internet.

7.2 Transcript Production Requirements

7.2.1 The electronic version of Transcript shall be the official version of Transcript. Accordingly, the Transcript must:

- (a) be produced in Microsoft Word; and,
- (b) be produced and set out to meet the Court's Format for Transcript as per the requirements in Attachment E.

The Contractor shall ensure that technology used in the production and delivery of Transcript is at all times free from any virus which might be transmitted to the recipient of an electronic copy of Transcript.

7.3 Approval of the Transcript Production Methodology

7.3.1 Within four weeks after the Contract's commencement, and subject to the agreement of the Court, the Contractor is to implement a Transcript production methodology, to meet the requirements set out in clause 7.2 and the Court's Format for Transcript.

7.3.2 The Contractor is expected to co-operate with other contractors who may be required to produce Transcript for the Court to ensure that they also are able to meet the Court's Format for Transcript, for example, contractors engaged to provide court reporting Services in respect of Native Title matters under clause 11 of these requirements.

7.4 Statement of Requirements

The Contractor is required to:

7.4.1 Provide all technology necessary to produce Transcript in the electronic formats specified in the Format for Transcript at Attachment E.

7.4.2 Provide the technology to store the electronic Transcript in the required format for the period specified later in these Requirements.

7.4.3 Provide the technology to enable the electronic ordering and delivery of Transcript via the Internet.

7.4.4 Establish a production methodology which will meet the requirements of clause. The production methodology must be approved by the Court.

7.4.5 Agree to co-operate with the Court and any other contractor to ensure that all Transcript is produced in a consistent manner.

7.5 Transcription Analysis Application

7.5.1 *Provision of Transcription Analysis Application*

The electronic Transcript provided to the Court must be in a format that allows it to be used with a transcription analysis application. The type and choice of application to be used by the Contractor, although discretionary, needs to be compatible with the Court's operating system and technical requirements.

The Contractor must provide a copy, free of charge, for distribution within the Court for use in Real Time Proceedings. The Contractor will provide all updates and upgrades to this Application, as and when these become available.

8 REMOTE MONITORING ROOM ARRANGEMENTS

8.1 Service Description

8.1.1 As indicated below, the Court has limited requirements for remote monitoring room arrangements,. However, if it is considered appropriate and the Court is agreeable, further consideration may be given to remote monitoring arrangements where this would assist the Court and the Contractor's operations

8.2 Remote Monitoring Rooms in Adelaide and Canberra

8.2.1 Remote monitoring is to be provided for courtrooms 1 and 2 in Adelaide and Court 1 in Canberra. A Transcription Room is provided for the use of the contractors to provide its Services.

8.2.2 For the High Court and Federal Court, the Transcription Room in Adelaide will service courtrooms 1 (High Court and Federal Court) and 2 (Federal Court). For remote monitoring at this location the Court will provide an audio/video cabling link with these courtrooms to enable the monitor to see and hear who is speaking.

8.2.3 The High Court will make its own arrangements for the Recording of Proceedings in the shared courtroom (court 1). This may include remote monitoring of Proceedings by court reporting staff of the High Court located in Canberra.

8.3 Responsibilities Associated with the Establishment of Remote Monitoring Arrangements

8.3.1 For any remote monitoring room, the Contractor will be responsible for providing the following:

- cabling (within the room);
- external communication lines (e.g. for the transmission of digital audio Recordings to the Contractor's premises);
- external telephone services;
- all court reporting and associated equipment.

8.3.2 The Court will be responsible for providing the following:

- furniture, fixtures and fittings;
- the installation of cameras in courtrooms to provide a view of those speaking in the courtrooms for the monitors in the Transcription Room;
- audio and video cabling from the courtrooms to the remote monitoring room;
- communication facilities to link the remote monitoring room to nominated courtrooms.

8.3.3 As part of any future consideration of remote monitoring arrangements at any location, procedural arrangements are to be established between the local judges, the registry and the Contractor.

8.4 Statement of Requirements

The Contractor is required to:

8.4.1 Provide court reporting Services via remote monitoring arrangements for courtrooms 1 and 2 in Adelaide and Court 1 in Canberra.

8.4.2 Co-operate with the Court in relation to the future consideration of other remote monitoring Services.

9 PROVISION OF TECHNICAL SUPPORT SERVICES

9.1 Service Description

- 9.1.1 For all equipment owned and operated by the Contractor in the courtroom, adequate local technical support Services must be available to support the following:
- (a) Court recording equipment;
 - (b) Digital audio recording equipment;
 - (c) Other court recording technology, including any 'infrastructure' technology provided by the Contractor.
- 9.1.2 Technical support is required to be provided on site at the Court's registries within one hour of a system failure of any provided equipment.

9.2 Statement of Requirements

The Contractor is required to:

- 9.2.1 Provide technical support Services to maintain and support the following equipment / technology:
- (a) all audio Recording and associated Non-infrastructure technology equipment provided by the Contractor;
 - (b) all other courtroom equipment ('Infrastructure' technology) that is provided by the Contractor.
- 9.2.2 Provide technical support on site at the Court's registries within one hour of a system failure of any item of equipment.

10 USE OF CONTRACTOR-OWNED COURTROOM TECHNOLOGY

10.1.1 Under the Contract, significant courtroom “Infrastructure technology” is to be provided by the Contractor (see clause 5 and the Attachments identifying the equipment fit out for each courtroom), and is to be made available to other Courts, Tribunals and other organisations authorised to use the Federal Court courtrooms.

10.1.2 Under these requirements, the following arrangements are to apply:

<i>Infrastructure</i> technology	Whether provided by the Federal Court or by the Court’s court reporting Contractor, this technology (equipment) to be made available for use by other courts, tribunals, other organisations or external contractors.
<i>Non-infrastructure</i> technology (i.e. audio recording technology)	This equipment is <u>not</u> required to be made available for use by others. Any other court, tribunal, organisation or other contractor is to provide their own audio recording equipment. This will include any patch leads between the courtroom patch panel or other point at which audio out feeds are provided to the Court’s Contractor.

10.1.3 These arrangements will apply to all Federal Court courtrooms, as identified in the Attachments.

10.2 Arrangements for the High Court of Australia

10.2.1 The High Court of Australia regularly uses courtrooms of the Federal Court for sittings of the High Court outside Canberra. The High Court has its own courtrooms in Sydney, Melbourne and Adelaide (shared with the Federal Court). The arrangements generally involve use of the High Court’s own court reporting staff and/or other contractors. Under this arrangement it would be expected that:

- (a) the courtroom “Infrastructure” would be available for use by the High Court / external contractor. This includes any items of equipment which fall into the “Infrastructure” category but which have been supplied and installed by the Federal Court’s Contractor (e.g. microphones / mixers), where applicable.
- (b) the High Court would provide its audio recording equipment when using its court reporting staff.
- (c) the High Court’s external contractor would provide its audio recording equipment.
- (d) The Contractor (for the Federal Court Contract) would provide Services, as required and when requested, to make any “Infrastructure” technology available and ready for use by High Court staff or an external contractor.
- (e) These Services are to be provided at no additional cost to the Federal Court, being part of the overall technical support Services provided under the Contract.

10.2.2 An overview of the arrangements is provided at Attachment H.

10.3 Arrangements for other Contractors

10.3.1 The above arrangements for the High Court are to be applied in the same manner whenever the Federal Court permits other external contractors to use its courtrooms.

10.4 Co-operation with Others

10.4.1 The above arrangements will require considerable co-operation between the Court, the High Court or other external organisations / contractors and the Federal Court’s court reporting Contractor. It will be expected that the Federal Court’s Contractor will co-operate with all others in achieving these arrangements, and vice versa. The focal point for all contact will be the local Director, Court Services.

10.5 Statement of Requirements

The Contractor is required to:

- 10.5.1 Apply the above arrangements.
- 10.5.2 Co-operate with the High Court, other courts, tribunals and organisations and with other contractors, as required.
- 10.5.3 Provide the technical Services identified in this clause as part of the overall technical support Services to be provided under the Contract.

11 SERVICES RELATING TO NATIVE TITLE PROCEEDINGS

11.1 Service Description

- 11.1.1 This Contract includes the provision of Recording and Transcription Services for Proceedings relating to Native Title matters where these are to be heard in the eight capital cities where the Court has permanent registries.
- 11.1.2 However this Contract does not include the provision of Recording and Transcription Services for Proceedings relating to Native Title matters where these are to be heard in the field (“on country”), i.e. outside the eight capital cities where the Court has permanent registries. These Services will continue to be obtained on an ‘as required’ basis for each matter to be heard ‘on country’.
- 11.1.3 In addition, where these Services are to be or have been provided by a specific ‘on country’ contractor, then the Court may determine that the same ‘on country’ contractor will provide these Services in a capital city location to ensure continuity of service in a particular matter. The ‘on country’ contractor will be required to supply its own audio recording equipment, and the Contractor will be required to cooperate with the ‘on country’ contractor to enable use of that equipment in the courtroom as per arrangements outlined in clause 10.
- 11.1.4 Where Proceedings involve the taking of evidence from Native Title witnesses, special requirements apply to the manner in which it is to be recorded. These requirements are set out in the “*Specification for Services in respect of Native Title Proceedings*” at Attachment C.

11.2 Statement of Requirements

The Contractor must:

- 11.2.1 Provide Services in relation to Native Title Proceedings in accordance with clause 11.1.1.
- 11.2.2 Where applicable, observe and apply the specifications relating to the taking of evidence from Native Title witnesses, as set out at Attachment C.
- 11.2.3 Co-operate with arrangements made by the Court to enable ‘on country’ contractors to use the Contractor’s audio Recording equipment in Federal Court courtrooms for continuation of Native Title matters heard “on country”.

11.2.4 REAL-TIME TRANSCRIPT SERVICES

12.1 Service Description

- 11.2.5 The Court reporting contractor is to provide real-time transcript services for the Court and Litigants. These services are to be provided by the contractor, or with the Court's approval, the Contractor may engage a sub-contractor to provide this on their behalf. The four key objectives to be met through the management of real-time transcript services by the contractor are detailed below.
- 11.2.6 That use is made of existing courtroom technology, particularly sound reinforcement systems, hearing assistance systems and other technology relevant to courtroom proceedings.
- 11.2.7 That the final transcript produced daily for the Court and litigants (the "official Court Transcript") meets the Court's Format for Transcript as shown at Attachment B to this Appendix.
- 11.2.8 That the electronic transcript is stored and retained in accordance with clauses 17 and 18 of Appendix 2 – Statement of Requirements.
- 11.2.9 That an audio recording of proceedings is made and stored and retained by the contractor in accordance with clauses 17 and 18 of Appendix 2 – Statement of Requirements.

12 COPYRIGHT

12.1 Service Description

- 12.1.1 Copyright of the material recorded in the Court, including the oral Recording and resulting Transcript is vested in the Commonwealth of Australia. For the purpose of the Contract, the Federal Court of Australia shall exercise control over the copyright.
- 12.1.2 The Contractor shall be entitled to use of the copyright for sale to the Litigants and others. This means that Transcript may not be shared between Litigants but may be reproduced and distributed for purposes pertaining to each Litigant's representation by counsel. The reproduction and distribution of Transcript by one Litigant to another Litigant is not permitted.
- 12.1.3 Apart from the use of Transcript made by the Court for its purposes, and the limited access to Transcript for Litigants deemed to be in impecunious circumstances, the Court agrees not to use the copyright for competitive business purposes.
- 12.1.4 All Transcript produced is to include copyright notations as follows:
- (a) on the cover page of each set of the final version of the Transcript:

"Copyright in Transcript is owned by the Commonwealth of Australia. Apart from any use permitted under the Copyright Act 1968 you are not permitted to reproduce, adapt, re-transmit or distribute the Transcript material in any form, or by any means, without seeking prior written approval from the Federal Court of Australia."
 - (b) on each page of Transcript:

© Commonwealth of Australia

12.2 Statement of Requirements

The Contractor must:

- 12.2.1 Acknowledge the Commonwealth's ownership of copyright.
- 12.2.2 Place a copyright statement on the Transcript Order forms, as set out in the Specifications at Attachment B.
- 12.2.3 Include a copyright statement on the cover page of each Transcript, and on each page of the Transcript as set out in the Transcript Format at Attachment E.

13 PROVISION OF TRANSCRIPT FOR THE MEDIA

13.1 Service Description

- 13.1.1 The Court has established arrangements for the media to obtain access to Transcript. These arrangements are set out in the Court's "*Protocol for Media Access to Transcript*", which is provided at Attachment K.
- 13.1.2 Details of these arrangements and request forms are also provided on the Court's web page at: <http://www.fedcourt.gov.au/courtdocuments/mediatranscript.html>
- 13.1.3 Handling charges may be applied by the Contractor.

13.2 Statement of Requirements

- 13.2.1 The Contractor must apply the Court's current policy and arrangements in relation to the provision of Transcript to the media and to co-operate with the Court in relation to any proposed future changes to these arrangements.

14 LITIGANTS IN IMPECUNIOUS CIRCUMSTANCES

14.1 Service Description

- 14.1.1 The Court has arrangements in place whereby Litigants in impecunious circumstances may obtain limited access to Transcript. The Court has established the arrangements to ensure that the lack of access to Transcript does not:
- (a) cause injustice to a disadvantaged Litigant; or
 - (b) prevent the Court from efficiently or properly performing its functions.
- 14.1.2 The current provisions are set out in the “*Protocol for dealing with issues of Transcript for impecunious litigants*” and which is provided at Attachment L.
- 14.1.3 It is Court policy not to allow Litigants to listen to the audio Recording of Proceedings for privacy reasons, nor is any audio Recording is to be provided to any person other than a judicial officer, or a person nominated by the Court’s Registrar.

14.2 Statement of Requirements

The Contractor is required to:

- 14.2.1 Apply the Federal Court’s current policy and arrangements in relation to Litigants in impecunious circumstances and to co-operate with the Federal Court in relation to any proposed future changes to these arrangements.
- 14.2.2 Ensure that no Litigant is allowed to listen to any audio Recording.
- 14.2.3 Ensure that audio Recordings are not provided to any Litigant.

15 MAINTENANCE OF ADMINISTRATIVE RECORDS

15.1 Service Description

15.1.1 The Court requires proper administrative records to be maintained for a minimum period of ten years. These records shall cover the following:

- (a) records relating to the Services provided, including logs, registers and the processing of orders;
- (b) financial records;
- (c) statistical records.

15.1.2 The above records may be subject to audit during the life of the Contract.

15.2 Statement of Requirements

The Contractor is required to:

15.2.1 Maintain a register of Proceedings recorded, including the location of the Recording service, the date, times, the Judge presiding and the title of the matter.

15.2.2 Maintain a register of all audio Recording material, sufficient to enable such material to be readily located, if required.

15.2.3 Maintain a register of all Transcript produced with sufficient details to ensure identification and retrieval of any Transcript.

15.2.4 Maintain a register of all orders processed, including the following:

- (a) date/time of receipt of the order (for Recording Services and Transcript);
- (b) sufficient details to identify the person / organisation making the order;
- (c) date/time the order for Transcript was fulfilled;
- (d) sufficient details to identify how the order for Transcript was fulfilled (including details of date / time dispatched, if sent by email).

15.2.5 Maintain proper financial and statistical records.

15.2.6 Ensure that the registers and records are available for inspection by the Court at any reasonable time, and to provide a comprehensive report at the contract's completion.

16 STORAGE OF COURT REPORTING RECORDS

16.1 Service Description

- 16.1.1 The Court requires all court reporting materials to be stored for a minimum period of ten years (see clause 18). This includes storage of all audio Recordings, the electronic version of all Transcript produced and any other directly related material.
- 16.1.2 There is no requirement to store paper copies of Transcript.

16.2 Statement of Requirements

The Contractor is required to:

- 16.2.1 Store all court reporting materials for a minimum period of ten years.
- 16.2.2 Meet all storage costs.
- 16.2.3 Ensure storage is secure so as to prevent loss of material or data by physical or electronic means.
- 16.2.4 Ensure all electronic data is backed-up to an off-site location on a daily basis.
- 16.2.5 Ensure storage of material is arranged in such a way as to facilitate ready retrieval. Any requested material must be able to be provided to the Court within one business day.
- 16.2.6 Ensure there is no unauthorised access to any stored material and that special provision is made where any stored material is subject to an order of the Court as to access or confidentiality.
- 16.2.7 Store all material under conditions and in a manner which will ensure long-term preservation of the material, some of which will subsequently be archived by the Court. Generally, storage must be in accordance with the guidelines published by National Archives "Digital Recordkeeping: Guidelines for Creating, Managing and Preserving Digital Records" at http://www.naa.gov.au/images/digital-recordkeeping-guidelines_tcm16-47275.pdf
- 16.2.8 Where court reporting records are provided to the Court on request, any records in electronic form are to be provided in a format which is accessible without the Court needing to acquire additional software e.g.:
 - (a) digital audio Recording – to be provided using a common medium (e.g. CD) and in a format which can be replayed using Windows Media Player and other non-proprietary media players;
 - (b) electronic Transcript – to be provided in Microsoft Word format or any other non-proprietary format specified by the Court in the Transcript Format.
- 16.2.9 Ensure that storage of court reporting records is appropriate to the security classification applied to Proceedings

17 RETENTION AND DISPOSAL OF RECORDS

17.1 Service Description

- 17.1.1 The requirements for retention and disposal of court reporting records are governed by the Court's responsibilities as a superior court of record, the *Archives Act 1983* and the Court's Records Disposal Authority (RDA) relating to court reporting records. Based on these governing requirements, all court reporting records, except Native Title Matters, are to be retained for a minimum period of ten years, following which they may be destroyed or erased, except where certain records are to be provided to the Court for archiving purposes. The requirements are set out in the table on the following page.
- 17.1.2 There is no requirement for the Contractor to arrange archiving of any court reporting material. The Court will arrange archiving with National Archives of Australia for certain records. However, the Contractor is required to provide certain records to the Court for archiving as described in clause 19.
- 17.1.3 At the expiration of the Contract, or when required by the Court, all court reporting material is to be dealt with in accordance with the requirements specified in the table on the following page or with Court-issued directions.

17.2 Schedule of Retention and Disposal Requirements for Court Reporting Records

Record	Retention and Disposal Requirements for the Contractor
Audio Recordings (fully transcribed), or other form of notation of Proceedings	To be retained for ten years from the date recorded or notated, after which they may be destroyed or erased.
Audio Recordings (un-transcribed or partially transcribed), or other form of notation of Proceedings	To be retained for ten years from the date recorded or notated, after which they may be destroyed or erased.
Audio Recordings (fully or partly transcribed, or other form of notation of Proceedings) where Proceedings involve the Recording of evidence of Aboriginal and/or Torres Strait Islander language and culture, such as hearings resulting from applications under Native Title legislation.	To be retained by the Contractor and provided to the Court for archiving action (see clause 19). All gender restricted audio Recordings are to be separated from general audio Recordings, and clearly identified during the retention period and then provided to the Court.
Audio Recordings of ceremonial sittings.	To be retained for 12 months from the date recorded, after which they may be destroyed or erased.
Audio Recording where Proceedings are considered to be of historical importance.	To be retained by the Contractor and provided to the Court for archiving action after which they may be destroyed or erased (see clause 19).
Transcript (held in electronic form), excluding Native Title Matters	Electronic Transcript is to be retained for ten years, after which the electronic Transcript may be erased (see clause 19).
Transcript where Proceedings involve the Recording of substantial evidence of Aboriginal and/or Torres Strait Islander language and culture, such as hearings resulting from applications under Native Title legislation.	Electronic Transcript is to be retained by the Contractor and provided to the Court for archiving (see clause 19). All gender restricted records are to be clearly identified during the retention period, and then provided to the Court.
Transcript of ceremonial sittings.	To be retained for 12 months from the date recorded, after which they can be destroyed or erased.
Transcript where Proceedings are considered to be of historical importance.	To be retained by the Contractor and provided to the Court for archiving action, after which the Transcript may be destroyed or erased (see clause 19).
Administrative records, including: (a) order forms; (b) registers.	All administrative records are to be retained for a minimum period of ten years from date of creation, after which period they may be destroyed or erased.

17.3 Statement of Requirements

The Contractor is required to:

- 17.3.1 Retain records for the periods specified and only dispose of stored materials in accordance with the retention and disposal requirements set out in the table on the preceding page.
- 17.3.2 Ensure records are disposed of as per the Australian Government Protective Security Policy Framework http://www.ag.gov.au/www/agd/agd.nsf/page/Protective_Security_Policy_Framework.
- 17.3.3 Retain all Native Title audio recordings and Native Title transcripts for archival action.
- 17.3.4 Destruction of electronic records as identified by the Court as not needed for archival purposes.
- 17.3.5 Ensure that electronic records are retained throughout the ten year period so that if requested by a Litigant or the Court, the non-transcribed or partially transcribed notes and sound Recordings are available for the production of a Transcript.
- 17.3.6 Observe the above retention and disposal requirements following the expiration of the Contract, irrespective of whether the Contractor continues to provide Services to the Court under a subsequent contract.
- 17.3.7 Ensure before any IT equipment is disposed of that has been used to hold electronic records, is cleaned of any residual data in accordance with the requirements specified by the Defence Signals Directorate, and as amended from time to time. The Contractor will provide this service to the Court free of charge.
- 17.3.8 Check that a record marked for destruction after the 10 year period is not required for archival action.

18 PROVISION OF RECORDS FOR ARCHIVING PURPOSES

18.1 Service Description

- 18.1.1 Certain court reporting records are to be archived by the Court with National Archives of Australia. These fall into the following categories.
- (a) Historical material relating to Native Title Proceedings. Generally, this will involve the provision of audio Recordings and the electronic Transcript where Proceedings involve the Recording of evidence of Aboriginal and/or Torres Strait Islander language and culture, such as hearings resulting from applications under Native Title legislation.
 - (b) Ceremonial sittings of the Court and Proceedings deemed to be of historical importance.
 - (c) Any other court reporting records or materials that are specifically identified by the Court as records to be archived.
- 18.1.2 Administrative arrangements have been established by the Court whereby identified material is to be provided to the Court for archiving.

18.2 Statement of Requirements

The Contractor is required to:

- 18.2.1 Provide court reporting records for archiving in accordance with arrangements established by the Court.
- 18.2.2 Provide court reporting records provided in electronic form as follows:
- (a) digital audio Recording – to be provided in a non-proprietary, accessible format;
 - (b) electronic Transcript – to be provided in Microsoft Word or other standard format specified by the Court.

19 PROVISION OF STATISTICAL DATA

19.1 Service Description

- 19.1.1 The Court requires that a range of statistical information to be provided on a regular basis and/or to be available to be provided to the Court as required. This information would largely be drawn from information used by the Contractor in the preparation of the Contractor's invoices and other records. The specifications for the statistical reporting requirements are set out in Attachment D.
- 19.1.2 The Court may change these specifications over the life of the Contract, whereby it will liaise with the Contractor on arrangements for bringing these changes into effect.
- 19.1.3 The Specifications for Statistical Reporting Services are set out at Attachment D.
- 19.1.4 It is expected that the Contractor will commence provision of these reports within three (3) months of contract's Commencement Date.

Development of a Statistical Database

- 19.1.5 The Court requires that a statistical database be established by the Contractor for the purpose of collating and managing all statistical and financial data for the Court.
- 19.1.6 The statistical database must be able to provide statistical reports on the following, as a minimum:
- (a) Summary statistical and financial information
 - (b) Statistical information on Recording Services
 - (c) Statistic information on Transcript Services
- 19.1.7 In addition:
- (a) The Court may specify other standard or ad hoc reports to be provided or obtained from the database.
 - (b) Arrangements may be established for the Court to obtain direct access to the database.
 - (c) The statistical database is to maintain relevant data for the following:
 - the Federal Court;
 - the Federal Magistrates Court (general Federal law matters);
 - the Administrative Appeals Tribunal (Tasmania).

19.2 Statement of Requirements

The Contractor must:

- 19.2.1 Provide statistical information in accordance with the Specifications at Attachment D.
- 19.2.2 Provide the statistical information in a format specified by the Court.
- 19.2.3 Establish and maintain a statistical database for the Court within three months of the contract's Commencement Date.
- 19.2.4 Maintain and provide statistical data for other organisations utilising court reporting Services under the Contract.
- 19.2.5 Provide statistical reporting Services in accordance with the Specifications set out at Attachment D.

20 DISASTER AND BUSINESS CONTINUITY PLANNING

20.1 Service Description

20.1.1 Court reporting is a critical service to the Court. The Contractor must establish and maintain arrangements for the continuity of Services to the Court should any area of business of the Court or the Contractor be substantially affected by a major disruption.

20.2 Statement of Requirements

The Contractor must:

20.2.1 Establish and maintain business continuity arrangements for the following;

- (a) continuity of Services in the event of a major disruption to either the Contractor's or Court's premises;
- (b) continuity of Services in the event of a major disruption to the Contractor's IT systems;
- (c) measures to ensure the preservation of court reporting materials, including protection from fire, flood, cyber and virus attacks and unauthorised destruction of electronic records;
- (d) off-site back-up of all electronic records.

21 CHANGEOVER TO THE NEXT CONTRACT

21.1 Service Description

21.1.1 The Contractor is required to co-operate with the Court and the next contractor in ensuring a smooth transition to the next contract by contributing to a *Contract Change Process Plan* in coordination with the new supplier and overseen by the Court's designated person.

22 CONTRACT MANAGEMENT

22.1 Service Description

22.1.1 During the Contract, the Court will require regular liaison with the Contractor's nominated account manager. This person shall also be the central contact for the Court for any issues applying to the administration and conduct of the Contract as a whole. The account manager will liaise with the Corporate Services Section at the Court's Principal Registry in Sydney.

22.1.2 In each state a contact person must be nominated by the Contractor to liaise with each registry of the Court on issues relating to the conduct of the day-to-day work. The Court's contact in each state will be the Director, Court Services.

22.2 Statement of Requirements

The Contractor is required to:

22.2.1 Nominate an account manager as the principal company representative for this Contract. The account manager is to hold regular meetings with the Court to liaise on administrative and contract issues relating to the Contract as a whole. The account manager will meet with the Court's nominated representative throughout the life of the Contract.

22.2.2 Nominate local contact officers for each registry with whom the Directors, Court Services in each registry can liaise in regard to the conduct of the Contract at the local level.

23 ADDITIONAL REQUIREMENTS FOR THE FEDERAL MAGISTRATES COURT

23.1 Service Description

- 23.1.1 The Federal Magistrates Court has an additional requirement for the Contract, in that it requires certain Transcript to be produced in accordance with the Federal Magistrates Court Judgments Template. The specifications for the Judgments Template are provided at Attachment F. Changes to the Judgments Template will be made periodically by the Federal Magistrates Court and advised to the Contractor.
- 23.1.2 A separate service charge is to apply for this service.

23.2 Statement of Requirements

The Contractor is required to:

- 23.2.1 Provide Transcript in Judgment Template format for the Federal Magistrates Court at a separate rate for this service.
- 23.2.2 Co-operate with the Federal Court and the Federal Magistrates Court in relation to any additional requirements for the Federal Magistrates Court.

24 ADDITIONAL REQUIREMENTS FOR THE ADMINISTRATIVE APPEALS TRIBUNAL (TASMANIA)

24.1 Service Description

- 24.1.1 At present, the Contract requires that Services be provided to the Administrative Appeals Tribunal in Tasmania only, where the Federal Court and the Tribunal share the same registry and personnel who perform roles for both organisations.
- 24.1.2 Some adjustment to the Requirements may be required during the life of the Contract, to cater for the unique nature of the Services to be provided in Tasmania.

24.2 Statement of Requirements

The Contractor is required to:

- 24.2.1 Co-operate with the Federal Court and the Administrative Appeals Tribunal for the establishment of local arrangements for the provision of Services to the Administrative Appeals Tribunal in Tasmania.

25 ATTACHMENTS

SEE: APPENDIX 2: ATTACHMENTS TO THE STATEMENT OF REQUIREMENTS

This page has been deliberately left blank

APPENDIX 2 – STATEMENT OF REQUIREMENTS: ATTACHMENTS A to L

<u>Attachment</u>	<u>Title</u>
-------------------	--------------

Attachment A	Specifications for Recording Services
Attachment B	Specifications for Transcript Services
Attachment C	Specifications for Services in respect of Aboriginal and Torres Strait Islander Proceedings
Attachment D	Specifications for Statistical Reporting Services
Attachment E	Federal Court Format for Transcript
Attachment F	Federal Magistrates Court – Judgments Template
Attachment G	Federal Court Registry and Courtroom Locations
Attachment H	Arrangements for the use of Federal Court courtrooms by the High Court of Australia and Other Contractors
Attachment I	Courtroom equipment owned by the Court and the Contractor (NSW – NT – Queensland – ACT – Tasmania)
Attachment J	Courtroom equipment owned by the Court and the Contractor – Victoria – South Australia – Western Australia
Attachment K	<i>“Protocol for Media Access to Transcript”, including Media Request Form</i>
Attachment L	<i>“Protocol for dealing with issues of transcript for Impecunious Litigants”</i>

ATTACHMENT A

**THE PROVISION OF
COURT REPORTING SERVICES**

SPECIFICATIONS FOR RECORDING SERVICES

TABLE OF CONTENTS

1	SPECIFICATIONS FOR RECORDING SERVICES.....	1
1.1	Provision of Recording Services	1
1.2	Booking Of Recording Services	1
1.3	Cancellation of Bookings for Recording Services	1
1.4	Recordings of People With Hearing or Speech Disabilities.....	1
1.5	Delivery of Recording Services.....	2
1.6	Arrangements when the commencement of a hearing is delayed	2
1.7	Arrangements where a break occurs during the hearing (excluding the lunch break).....	2

1 SPECIFICATIONS FOR RECORDING SERVICES

1.1 Provision of Recording Services

1.1.1 Recording Services are to be made available between 8.00 a.m. and 6.00 p.m., Monday to Friday, excluding public holidays.

1.1.2 There is ordinarily a luncheon break of at least an hour's duration, but this is not always possible. In circumstances where a luncheon break is not possible, local arrangements will be made in a manner which is acceptable to the Court and the Contractor.

1.1.3 Circumstances may arise where emergency Court listings become necessary out of normal business hours, on weekends and on public holidays. Minimal notice of these contingencies may be given, and the Contractor is expected to be able to provide monitoring Services in these circumstances.

1.1.4 The Contractor must provide monitors for all Recording sessions for matters involving judges and for other matters, in accordance with local registry arrangements.

1.2 Booking of Recording Services

1.2.1 The Court will advise the Contractor of Recording/monitoring service requirements with an official notification, usually via the Court List. This will be provided by 4.30 pm on the business day preceding the requirement for Services.

1.2.2 The Court will ordinarily provide at least five days notice to the Contractor for Recording/monitoring services that are required at non-capital city locations.

1.2.3 The following information is to be provided by the Court when ordering Court Recording Services:

- Name of Matter
- Matter Number
- Type of Matter
- Name of Judge(s), Magistrate(s) or Registrar
- Courtroom or Hearing Room location
- Date and Time Proceedings are scheduled to commence
- Any special requirements
- Registry Contact details

1.3 Cancellation of Bookings for Recording Services

1.3.1 Bookings for Recording Services may be cancelled up to thirty (30) minutes prior to the scheduled commencement of Proceedings without incurring the cancellation fee (as specified in the Pricing Schedule). If the booking is cancelled after this time, the cancellation fee shall apply.

1.4 Recordings of People with Hearing or Speech Disabilities

1.4.1 The Contractor is to ensure that the equipment and facilities used for recording Proceedings are capable of satisfactorily recording the voice of a person with a speech disability so that accurate Transcript can be provided.

1.4.2 The Contractor is to ensure that the use of any special equipment or facilities is operated in such a way as to treat people with disabilities with courtesy and dignity.

- 1.5 Delivery of Recording Services
- 1.5.1 Monitors are to be in the courtroom 15 minutes prior to the scheduled commencement time for Proceedings, and are to remain in the courtroom until the Proceedings are adjourned.
- 1.5.2 The Contractor must ensure the immediate availability of a replacement monitor (recording operator) in the event of sickness or other unforeseen absence of a scheduled monitor.
- 1.5.3 Monitors are to maintain a log of all events relevant to the preparation of Transcript in accordance with the Court's Format for Transcript. Also, a time sheet is to be maintained and retained by the Contractor as an administrative record.
- 1.6 Arrangements when the commencement of a hearing is delayed
- 1.6.1 The following arrangements shall apply:
- (a) If the Contractor is notified of a delay prior to 30 minutes before the scheduled commencement of Proceedings and the monitor is not required until the Court advises, there shall be no charge to the Court;
 - (b) If the monitor arrives at the Court and is then advised of delay, the expected duration of the delay will determine the outcome:
 - If there is to be a substantial delay (exceeding 1 hour) or the monitor is told by the Court that they may return to the office/or is not required, the minimum charge will apply (i.e. the cancellation fee).
 - If a short delay is expected and the monitor is required to remain in court, "recording time" will commence from the new scheduled start time.
- 1.7 Arrangements where a break occurs during the hearing (excluding the lunch break)
- 1.7.1 The following arrangements shall apply:
- (a) The Court shall determine whether the monitor is required/should remain in court or whether they may return to the office.
 - (b) If the break is short or the monitor is required to remain in court, the whole of the period of attendance shall be "recording time".
 - (c) If the break is long and the monitor returns to the Contractor's premises, "recording time" shall cease at the time the monitor is advised that their Services are no longer required.
- 1.8 Arrangements to conduct technical testing of equipment in the courtroom prior to the commencement of Proceedings
- 1.8.1 The following arrangements shall apply when a monitor is present in the courtroom
- (a) All microphones installed are to be tested with normal speech levels for a duration of at least 5 seconds for each microphone (tapping or clicking is unacceptable).
 - (b) All known sources of electronic sound (VCF/DVD/PC/Teleconference) are to be checked for a minimum of 15 seconds.

- 1.8.2 The following arrangements shall apply when a monitor is not going to be present in the courtroom in a period of no less than 40 minutes prior to the commencement of Proceedings
- (a) The contractor will contact the registry as soon as possible.
 - (b) The registry will get the assigned Court Officer to conduct the sound check of all installed microphones and high level sources (DVD/PC/VCF/Teleconference)
 - (c) All known sources of electronic sound (VCF/DVD/PC/Teleconference) are to be checked for a minimum of 15 seconds.
 - (d) The assigned Court Officer will call the contractor's service desk to ensure they are remotely recording and monitoring prior to conducting the audio testing procedure.
 - (e) At the conclusion of the audio testing procedure, the Court Officer will call the contractor to confirm the test results.
 - (f) Where possible, the Court Officer should obtain the name and location of the assigned remote monitor, and provide this information to their respective Registry Manager.
 - (g) The Registry Manager should confirm with the contractor that the remote recording was monitored continuously for the entire duration of the assigned period.

ATTACHMENT B

**THE PROVISION OF
COURT REPORTING SERVICES**

SPECIFICATIONS FOR TRANSCRIPT SERVICES

TABLE OF CONTENTS

1	TRANSCRIPT SPECIFICATIONS	1
1.1	Transcript Format.....	1
1.2	When Transcript is to be Produced.....	1
1.2.1	Progressive Same Day Transcript	1
1.2.2	One (1) Day Turnaround Transcript.....	1
1.2.3	One and a Half (1.5) Day Turnaround Transcript.....	1
1.2.4	Three (3) Day Turnaround Transcript	2
1.3	Standing orders	2
1.4	Measuring Time Frames.....	2
1.5	Errors.....	3
1.6	Penalties.....	3
2	ORDERING AND DELIVERY OF TRANSCRIPT	4
2.1	Ordering of Transcript.....	4
2.2	Delivery of Transcript to the Court	4
2.3	Delivery of Transcript to the Litigants and Others.....	5
2.4	Administrative / procedural arrangements for the provision of Transcript to the Court where ordered by one or more Litigants.....	5
2.5	Appeals.....	6
3	EX-TEMPORE TRANSCRIPT, ORDER/ RULINGS AND EXTRACTS	6

TRANSCRIPT SPECIFICATIONS

1.1 Transcript Format

The Court's Transcript Format requirements are set out at Attachment E.

1.2 When Transcript is to be Produced

The following are the time frames within which Transcript may be requested to be produced:

1.2.1 Progressive Same Day Transcript

If requested to provide "Progressive Same Day Transcript", the Contractor will provide the paper and/or electronic version of the Transcript progressively on the day that the Proceedings are heard, in accordance with the following time periods provided the Transcript Order is lodged with the Contractor by 10.00 am on that day:

- (a) by not later than 2.15 pm the Contractor will use its best efforts to provide Transcript for the whole of the portion of the Proceedings heard before that time;
- (b) the Transcript for the portion of the Proceedings heard after the portion transcribed above and before 4.15 pm must be provided by 6.00 pm; and
- (c) where Proceedings continue after 4.15 pm, the Transcript for that portion of the Proceedings must be provided by 10.00 am the next Business Day.

1.2.2 One (1) Day Turnaround Transcript

If requested to provide "1 Day Turnaround Transcript", the Contractor will provide the paper and/or electronic version of the Transcript in accordance with the following time periods:

- (a) If the Transcript Order is lodged during Standard Hours, the Contractor must provide the Transcript no later than one (1) Business Day from the time the Transcript Order is lodged with the Contractor.
- (b) If the Transcript Order is lodged between midnight and 8.00 am on a Business Day, the Transcript Order will be taken to have been lodged with the Contractor at 8.00 am on that day and the Contractor must provide the Transcript within a maximum of one (1) Business Day from that time.
- (c) If the Transcript Order is lodged at any other time outside Standard Hours, the Transcript Order will be taken to have been lodged with the Contractor at 8.00 am on the next Business Day and the Contractor must provide the Transcript within a maximum of one (1) Business Day from that time.

For example, if a Transcript Order is lodged at 5.00 pm on a Tuesday, the Transcript must be provided by the Contractor by 5.00 pm on the Wednesday.

1.2.3 One and a Half (1.5) Day Turnaround Transcript

If requested to provide "1.5 Day Turnaround Transcript", the Contractor will provide the paper and/or electronic version of the Transcript in accordance with the following time periods:

- (a) If the Transcript Order is lodged with the Contractor during Standard Hours the Contractor will provide the Transcript no later than one and a half (1.5) Business Days from the time the Transcript Order is lodged with the Contractor.

- (b) If the Transcript Order is lodged between midnight and 8.00 am on a Business Day, the Transcript Order will be taken to have been lodged with the Contractor at 8.00 am on that day and the Contractor must provide the Transcript within a maximum of one and a half (1.5) Business Days from that time.
- (c) If the Transcript Order is lodged at any other time outside Standard Hours, the Transcript will be taken to have been lodged with the Contractor at 8.00 am on the next Business Day and the Contractor must provide the Transcript within a maximum of one and a half (1.5) Business Days from that time.

For the purposes of this clause, one and a half Business Days will be measured as one Business Day plus five (5) Standard Hours.

For example, if a Transcript Order is lodged at 5.00 pm on a Tuesday, the Transcript must be provided by the Contractor by 12.00 noon on the Thursday. If a Transcript Order is lodged at 10.30 pm on a Wednesday, the Transcript must be provided by the Contractor by 1.00 pm on the Friday. If a Transcript Order is lodged at 9.00 am on a Thursday, the Transcript must be provided by the Contractor by 2.00 pm on the Friday.

1.2.4 Three (3) Day Turnaround Transcript

For Transcript other than Transcript in the above categories, the Contractor must provide the paper and/or electronic version of the Transcript in accordance with the following time periods:

- (a) If the Transcript Order is lodged with the Contractor during Standard Hours, the Contractor must provide the Transcript within a maximum of three (3) Business Days from the time the Transcript Order is lodged with the Contractor.
- (b) If the Transcript Order is lodged between midnight and 8.00 am on a Business Day, the Transcript Order will be taken to have been lodged with the Contractor at 8.00 am on that day and the Contractor must provide the Transcript within a maximum of three (3) Business Days from that time.
- (c) If the Transcript Order is lodged at any other time outside Standard Hours, the Transcript Order will be taken to have been lodged with the Contractor at 8.00 am on the next Business Day and the Contractor must provide the Transcript within a maximum of three (3) Business Days from that time.

For example, if a Transcript Order is lodged at 4.30 pm on a Friday, the Transcript must be provided by the Contractor by 4.30 pm on the following Wednesday. If a Transcript Order is lodged at 8.00 pm on a Friday, the Transcript must be provided by the Contractor by 8.00 am on the following Thursday.

1.3 Standing orders

- 1.3.1 If a Transcript Order requires that Transcript be provided for successive days of Proceedings, a separate Transcript Order will be taken to have been lodged on each subsequent day of the Proceedings, and at the time of commencement for each day's Proceedings the Contractor must provide Transcript within the time frame specified in the Transcript Order.

1.4 Measuring Time Frames

- 1.4.1 The time taken to provide Transcript will be measured according to the number of Business Days from the time the Transcript Order is lodged with the Contractor, to the time the Transcript is delivered to the Court in the State or Territory in which the request for Transcript is made; or, is delivered to the Litigant or member of the public who has requested the Transcript.

1.4.2 A Transcript Order will be taken to have been lodged with the Contractor when received by the Contractor and Transcript will be taken to have been delivered to the Court when received by the Court or delivered to Litigants or members of the public or made available for collection by the Litigant or member of the public.

1.5 Errors

An error in the Transcript means any mistake, inaccuracy or error in the Transcript and includes the following:

- (a) A misspelling of any word, including the names of people, places, goods and events.
- (b) An untranscribed word including a blank space (represented by dots) placed in the Transcript to indicate that the word on the Recording was not recognisable
- (c) A mistranscribed word (that is where a different word is typed into the Transcript from that recorded).
- (d) Failure to adhere to the Format of the Transcript including:
 - i. failure to type required features of the Format such as identification of witnesses;
 - ii. typing an exhibit or MFI identification in the wrong part of the Transcript text;
 - iii. failure to have the Transcript checked via Transcript checking software;
 - iv. omissions of text;
 - v. omissions of speaker's name;
 - vi. speech attributed to the wrong speaker.

1.6 Penalties

1.6.1 At its option, the Court may not make a payment for a folio of Transcript where there are more than two errors in a single folio of Transcript.

1.6.2 Where the Transcript for the Court is not delivered within the specified time frame for the type of Transcript ordered, the price will be in accordance with the delivery time frame category, and at the option of the Court, less 15% of the price for that category of final delivery.

1.6.3 Where the Transcript for the Litigants is not delivered within the time frames specified for the type of Transcript Ordered, the price will be in accordance with the actual delivery time frame category.

2 ORDERING AND DELIVERY OF TRANSCRIPT

2.1 Ordering of Transcript

2.1.1 Transcript shall be ordered by the Court and Litigants using a standard Transcript Order Form, as agreed with the Court. The Transcript Order Form is to include the following:

- (a) Name of Matter;
- (b) Matter Number;
- (c) Name of Judge(s), Magistrate or Registrar;
- (d) Details of the Transcript required (e.g. full or extracts)
- (e) The time frame for delivery;
- (f) When and where delivery is required;
- (g) The means of delivery;
- (h) The form in which Transcript is to be provided (i.e. paper or electronic form or both);
- (i) Name and contact details of the person ordering Transcript.

2.1.2 The Transcript Order Form must contain the following copyright statement:

"Copyright in Transcript is owned by the Commonwealth of Australia. Apart from any use permitted under the Copyright Act 1968 you are not permitted to reproduce, adapt, re-transmit or distribute the Transcript material in any form or by any means without seeking prior written approval from the Federal Court of Australia."

2.1.3 Transcript may be ordered in person, at the sales outlets provided by the Contractor or direct online ordering, email, or fax using the agreed Transcript Order Form. Other ordering arrangements may be determined in the future.

2.1.3.1 The Contractor shall keep records of all orders for Transcript.

2.1.4 Upon receipt of an order for Transcript, the Contractor must record the following whether by stamping the Transcript Order Form or in some other manner:

- (a) the date and time the Transcript Order Form was received by the Contractor; and
- (b) the Contractor's order number.

2.1.4.1 Priority for the preparation of Transcript may be determined by the Federal Court in consultation with the Contractor.

2.2 Delivery of Transcript to the Court

2.2.1 The normal mode of delivery of Transcript to the Court shall be email.

2.2.2 Transcript in paper form shall only be provided (and delivered) to the Court where the Court pays for Transcript and Transcript is ordered in paper form.

2.3 Delivery of Transcript to the Litigants and Others

2.3.1 Transcript may be delivered to the Litigants and others via:

- (a) personal collection;
- (b) email;
- (c) delivery (by the Contractor or courier).

2.3.2 The Contractor may apply charges where cost is involved in the delivery of Transcript to the Litigants and others.

2.4 Administrative / procedural arrangements for the provision of Transcript to the Court when ordered by one or more Litigants.

2.4.1 The general principle is that when a copy of the Transcript has been ordered by at least one Litigant, then a copy of that Transcript is to be provided automatically (at no charge) to the judicial officers hearing the Proceedings (i.e. Federal Court Judges, Federal Magistrates, Registrars) free of charge. The administrative arrangements and procedures are described below:

2.4.1.2 *When it applies*

When at least one Litigant orders Transcript

2.4.1.3 *To whom it applies*

To judicial officers involved in any Court Proceedings. Thus, a copy of the Transcript would be provided automatically to the following free of charge:

- Federal Court judges (all judges involved in the Proceedings);
- Federal Magistrates;
- Federal Court registrars;
- Members of the Administrative Appeals Tribunal (Tasmania only).

2.4.2 *Format for Transcript*

All Transcript is to be provided in Microsoft Word format, unless another format is specified by the Court.

For any other format required by the Court, then this must be ordered separately (e.g. in a format to enable the Transcript to be used with the specified Transcript Analysis Application. No additional charge is to apply where the format is specified in the Transcript Format.

2.4.3 *Delivery of Transcript*

All Transcripts will be delivered by email to the generic address for:

- (a) Federal Court Judges (via their associates).
The generic email address for Federal Court associates is constructed as follows:
 - "as" (representing associate)
 - judge's surname followed by 'j' (e.g. emmettj)
 - Federal Court email address (@fedcourt.gov.au)e.g.: as.emmettj@fedcourt.gov.au ;
- (b) Federal Magistrates (via their associates);
- (c) Federal Court registrars (directly);
- (d) Members of the Administrative Appeals Tribunal (Tasmania) (directly).

Note that this arrangement covers the provision of Transcript in electronic form only, not in paper form.

2.4.4 *In the event that no Litigant orders Transcript and the Court and Other Organisations require Transcript*

The Court and Other Organisations are not charged for the cost of the Transcript, on the occasion that transcript is not ordered by the Litigant/s.

2.5 **Appeals**

For most Full Court Appeals it is likely that only the Court would require Transcript. In such instances, Clause 2.4.4 would apply.

3.0 **EX-TEMPORE TRANSCRIPT, ORDER/ RULINGS AND EXTRACTS**

3.1 **Orders of transcript received by Contractor from the Court**

All orders of transcript made by the Court will include any ex-tempore judgments and orders/ rulings that are delivered and/ or made.

3.2 **Orders of transcript received by Contractor from Others**

Any orders by any person other than the Court must be extracted from the transcript judgments and orders/ rulings that are delivered and/ or made.

Please be advised that the Court will assist the Contractor to be able to identify ex-tempore judgments and orders/ rulings that are delivered and/ or made.

ATTACHMENT C

**THE PROVISION OF
COURT REPORTING SERVICES**

**SPECIFICATIONS FOR SERVICES IN RESPECT OF
NATIVE TITLE PROCEEDINGS**

TABLE OF CONTENTS

1	SPECIFICATIONS RELATING TO SERVICES IN RESPECT OF NATIVE TITLE PROCEEDINGS.....	1
1.1	Overview.....	1
1.2	Equipment	1
1.3	Personnel	1
1.4	Taking the Evidence	1
1.5	Group Evidence	2
1.6	Cultural Issues	2
1.7	Gender Restricted Evidence.....	2
1.8	Additional Specifications.....	2

1 SPECIFICATIONS RELATING TO SERVICES IN RESPECT OF NATIVE TITLE PROCEEDINGS

1.1 Overview

Recording Services and Transcript Services in respect of Native Title Proceedings must be provided in accordance with the following requirements.

1.2 Equipment

Suitable equipment for the purpose of amplification must be provided. This might include some or all of the following as appropriate:

- (a) The use of a minimum of four (4) lapel cordless microphones; and/or
- (b) The use of a minimum of six (6) corded table microphones;
- (c) The use of a hand-held microphone which can be passed from person to person in a group giving evidence (not including the Judge and Counsel);
- (d) The use of headphones or other means to enable others, where entitled, to hear the evidence being given; and
- (e) The ability to connect the recording equipment to a portable amplifier, for sound amplification, in any situation.

Specific equipment requirements include equipment to enable softly spoken witnesses to be heard (e.g. one FM radio transmitter and six portable receivers).

1.3 Personnel

All personnel must:

- (a) be experienced in recording evidence from Aboriginal and Torres Strait Islander witnesses and demonstrate an awareness of the sensitivities that may arise in the taking and recording of Aboriginal and Torres Strait Islanders evidence;
- (b) possess demonstrated knowledge or experience and understanding of Aboriginal and Torres Strait Islander cultures and orthographies; and
- (c) be willing to operate as part of a small team in conjunction with Court personnel.

1.4 Taking the Evidence

The Contractor must ensure that, in appropriate circumstances, the following action is undertaken:

- (a) a wordlist of all Aboriginal and Torres Strait islander names and other words in "language" is developed and maintained as they are spoken (unless compiled beforehand); or
- (b) the wordlist is provided to the Court and all Litigants receiving Transcript on an as required basis, with a final wordlist provided with the last day of Transcript; and
- (c) the Contractor is to arrange the provision of suitable assistance as appropriate to the circumstances, to ensure an accurate Recording of the Proceedings is made.

1.5 Group Evidence

Persons engaged in the reporting must have the ability to record evidence in a group situation in which the following elements may be encountered:

- (a) individual persons responding to questions from counsel;
- (b) the person responding being prompted or corrected by others in the group;
- (c) the discussion of a question with one or more members of the group before a response is given; and
- (d) the identity of all persons speaking in the group evidence must be recorded.

1.6 Cultural Issues

Persons engaged in the reporting of evidence must be sensitive to Aboriginal and Torres Strait Islander culture in general and the specific culture of the people from whom evidence is taken during the Proceedings.

1.7 Gender Restricted Evidence

Where cultural custom or beliefs requires evidence only to be recorded by a person of a particular gender, these arrangements must be made by the Contractor.

Transcription of such evidence must also be by a person of the relevant gender and relevant material stored in a manner which complies with the relevant orders of the Court. The Transcript of such evidence in hard copy form is to be identified through the use of different coloured paper covers or if provided electronically with appropriate access controls to ensure that only those who are authorised to see the transcript do so.

All Transcript of gender restricted evidence is to be delivered to the appropriate persons in sealed envelopes, or if provided electronically, with appropriate access controls to ensure that only those who are authorised to see the transcript do so.

1.8 Additional Specifications

The following additional specifications also apply:

- (a) the Contractor should have spare equipment readily on hand in the event of major equipment failure so that no hearing days are lost.

ATTACHMENT D

**THE PROVISION OF
COURT REPORTING SERVICES**

SPECIFICATIONS FOR STATISTICAL REPORTING SERVICES

TABLE OF CONTENTS

1	SPECIFICATIONS RELATING TO PROVISION OF STATISTICAL DATA.....	1
1.1	Statistical Reporting Requirements.....	1
1.2	Monthly Summary Statistics – Federal Court.....	1
1.3	Detailed Statistics on Recording Services	3
1.4	Detailed Statistics on Transcript Services.....	4
1.5	Monthly Summary Statistics for Other Jurisdictions.....	5
1.6	Arrangements for the Provision of Statistics to the Courts.....	5
1.7	Performance and Other Reporting.....	5

1 SPECIFICATIONS RELATING TO PROVISION OF STATISTICAL DATA

1.1 Statistical Reporting Requirements

The statistical reporting requirements for the Court are:

- (a) a monthly summary of statistical and financial information;
- (b) detailed statistical data on Recording Services;
- (c) detailed statistical data on Transcript Services.

1.2 Monthly Summary Statistics – Federal Court

The summary statistical and financial information to be provided for each month, for each Federal Court Registry, is as follows:

Statistical Information (monthly)	Notes
<p>The number of hours of Recording Time provided to the Court:</p> <ul style="list-style-type: none"> a. during business hours (8.00 am to 6.00pm); and b. outside business hours <p>Note: For statistical reporting purposes, "Recording Time" shall be calculated on chargeable time, converted to decimal time.</p>	<p>"Recording Time" is defined as the time</p> <ul style="list-style-type: none"> a. from the scheduled start time for Proceedings (as advised by the Court when ordering Services) to b. the actual time the Proceedings finished. <p>(see Clause 3 of Appendix 3)</p>
<p>Details of cancellation charges:</p> <ul style="list-style-type: none"> - number of cancellations - cost 	
<p>The <u>number</u> of folios of Transcript provided at no charge to the Court, by time frame category (ie Transcript provided to the Court at no charge because Transcript has been sold to litigants)</p>	
<p>The <u>number</u> of folios of Transcript, by time frame category provided to and paid for by the Court</p>	
<p>The <u>amount charged</u> to the Federal Court for Transcript provided to the Federal Court, by time frame category</p>	
<p>The <u>number</u> of folios of Transcript sold to litigants and members of the public, by time frame category</p>	
<p>The <u>amount charged</u> to litigants and the public for Transcript provided to litigants and members of the public, by time frame category</p>	

Statistical Information (monthly)	Notes
Information on travel expenditure, covering: <ol style="list-style-type: none"> 1. dates 2. matter number 3. judge 4. fares 5. accommodation and other travel costs 	
Any other expenditure by the Court	
Any other expenditure by the litigants	
Statistics on Transcript orders, identifying the number of folios of Transcript ordered by: <ol style="list-style-type: none"> a. the Court only b. one (1) litigant only c. two (2) litigants d. three (3) or more litigants 	

- 1.2.1 The costs, ordering and folio data are to be set out in the tables and provided as a total across the entire Court, and then broken and detailed in accordance with each state registry.
- 1.2.2 The Contractor is to establish, maintain and provide the monthly summary statistics within three months of the contract's Commencement Date.

1.3 Detailed Statistics on Recording Services

Detailed statistical reports on Recording Services are to be prepared by the Contractor for each registry.

The information to be recorded, for each Federal Court Registry, is as follows:

Statistical Information	Notes
Jurisdiction	e.g. Federal Court of Australia
Registry	
The date each Recording service was provided	
The name of the presiding judge(s) or judicial officer(s)	
The matter number	
The scheduled start time for Proceedings	This is the time advised by the Court in its Order form or other ordering documentation.
The actual start time	
The actual finish time	Being the formal close of Proceedings, as announced by the court officer or other court representative.
Additional Recording times (eg afternoon sessions)	As above (= scheduled start time for the new session and actual finish time)
The total Actual Recording Time that Recording Services were provided to the Court (This represents the time that the monitor was available to the Court for Recording Services, including any short breaks etc)	<p>“Recording Time” is defined as the time</p> <ul style="list-style-type: none"> a. from the scheduled start time for Proceedings (as advised by the Court when ordering Services) to b. the actual time the Proceedings finished.

1.4 Detailed Statistics on Transcript Services

Detailed statistical reports on Transcript Services are to be prepared by the Contractor for each judicial officer for each registry. These are to detail the Transcript Services provided to judicial officers and take into account the arrangement whereby Transcript is provided to the Court at no cost where at least one litigant orders Transcript.

These statistics will be in addition to the information provided by the Contractor in Excel worksheets, representing the invoices for the Court.

The statistical information to be recorded, is as follows:

Statistical Information	Notes
Jurisdiction	
Registry	
The date each Transcript service was provided	
The Transcript Order number	
The matter number	
The name of the judicial officer	
The number of litigants who ordered Transcript	
The number of folios provided at no cost to the Court where Transcript has been ordered by the litigants)	
The type of Transcript Order (i.e. by time frame delivery category)	
The number of folios provided with each Transcript Order	

1.5 Monthly Summary Statistics for Other Jurisdictions

Equivalent statistical reporting is to be provided for the Federal Magistrates Court and the Administrative Appeals Tribunal (Tasmania).

1.6 Arrangements for the Provision of Statistics to the Courts

Monthly statistics for each Court are to be provided, via email, by the fifteenth (15th) day of each month, to personnel nominated by each Court.

The detailed statistical reports, for Recording and Transcript Services, are to be provided on a regular basis, in conjunction with the provision of invoices to the Court.

The statistical returns are to be provided using Excel workbooks.

The Contractor is to provide reasonable ad hoc statistical data and/or reports to the Court. The Contractor has the right to negotiate charges with the Court for involved or complex reporting.

1.7 Performance and Other Reporting

The Contractor is to provide other reports on a periodic basis, covering such aspects as:

- (a) Performance reporting, particularly in relation to the delivery of Transcript against the time frames ordered;
- (b) Reports on Transcript quality;
- (c) Performance against the Contract, on a quarterly basis.

ATTACHMENT E

**THE PROVISION OF
COURT REPORTING SERVICES**

FORMAT FOR TRANSCRIPT

TABLE OF CONTENTS

1	COVERING PAGE OF TRANSCRIPT	1
2	PAGE SPECIFICATIONS	2
3	LINE AND PAGE NUMBERING	3
4	FOOTER	4
5.	TRANSCRIPT CONVENTIONS.....	5
5	STRUCTURED TRANSCRIPT.....	7
6	TIME RECORDING.....	9
7	EDITING OF TRANSCRIPT.....	10
8	INDEXES OF WITNESSES AND EXHIBITS AND MFIs	11
9	PRODUCTION OF TRANSCRIPT	12
10	EXTRACTS OF TRANSCRIPT	13
11	JUDGMENT TEMPLATE FOR THE FEDERAL MAGISTRATES COURT.....	13
12	REAL-TIME TRANSCRIPT	13

Note:

The word "Court" in this document refers to:

- the Federal Court of Australia
- the Federal Magistrates Court of Australia
- the Administrative Appeals Tribunal (Tasmania), unless the context indicates otherwise

1 COVERING PAGE OF TRANSCRIPT

The first page of Transcript produced for matters being heard in the Court shall contain the following information:

- Contractor Details
- Contractor Transcript Order Number
- Title: Federal Court of Australia
- Name of the Relevant Registry
- Name(s) of the Judicial Officer(s) Hearing the Matter
- File Number and Year Applying to the Matter
- Names of the Parties in the Matter
- Details of Transcript Provided (If Not the Full Transcript)

Examples:

EXTRACT OF PROCEEDINGS
EX TEMPORE JUDGMENT (COURT ONLY)

- City or Location in which the Matter is Heard
- Time the Hearing Commenced, Day and Date
- Date Continued From (Where Applicable)
- Day of Hearing (eg DAY THREE) where case is continuing
(Note: This need not apply where there is a long break)
- Appearances
- A "Transcript in Confidence" message, where applicable.
- A copyright statement as follows:

"Copyright in Transcript is owned by the Commonwealth of Australia. Apart from any use permitted under the Copyright Act 1968 you are not permitted to reproduce, adapt, re-transmit or distribute the Transcript material in any form or by any means without seeking prior written approval from the Federal Court of Australia."

- The following notation, which is to be the last notation appearing on the cover page

© Commonwealth of Australia

2 PAGE SPECIFICATIONS

Each page of the Transcript shall be formatted as follows:

Paper Size:	A4 (210mm x 297mm) paper
Left Margin:	25mm (to commencement of line numbering) 35mm (to commencement of text of Transcript)
Right Margin:	30mm
Top Margin:	25mm
Bottom Margin:	15mm (to footer)
Line Height:	Approx. 5mm
Line Spacing:	Single
Character Spacing:	12 point (proportional spacing)
Font:	Times New Roman
Event Spacing:	There shall be two blank lines before and after key events such as witness events and acceptance of Exhibits and Marked for Identifications (MFIs).
Paragraph Spacing	Paragraphs to be separated by one (1) blank line
Justification:	The text of the Transcript is to be left justified.
Bolding of Text:	All key events in the text of the Transcript are to be in bold type eg: <ul style="list-style-type: none">• witness events including examination status• acceptance of Exhibits and MFIs• adjournment and re-commencement• close of Proceedings for the day
Line Number	To be every fifth line
Footer	To be placed above every soft page break

3 LINE AND PAGE NUMBERING

- Line numbering every fifth line, on the left hand side of the text, commencing 25mm from the edge of the page (with the text of Proceedings indented a further 10mm).
- Page numbering in the footer and centred. All page numbering to be strictly sequential throughout the Proceedings for all Transcript produced.
- The commencement of the examination of each new witness is continuous transcript and a new witness can appear at any point in that transcript, with no page break inserted before or after.

4 FOOTER

There shall be a footer in which the following information is to be shown, as applicable:

- * the case identifier, constructed as follows:
 - a full stop, followed by the Matter Number (eg .VG21/2004)
 - the date of the hearing, represented as dd/mm/yy (eg 26.02.05)
 - * the page number (eg P-xxx)
 - * the name of the witness, if any, in upper case, followed by one of the examination codes:

XN	Examination-in-chief	
XXN	Cross-examination	
RXN	Re-examination	
FXN	Further	examination-in-chief
FXXN	Further cross-examination	
FRXN	Further re-examination	

(eg J. WEGMAN XN)
 - * the name of counsel examining or cross-examining the witness, in multi-party cases, (eg MR GRAHAM)
- Where there is more than one witness on a page, the footer shall refer to the first witness on the page. Similarly, if more than one examination is referred to on a page, the first shall be recorded in the footer.
- * The copyright notation "© Commonwealth of Australia"
 - * a "Transcript-in-Confidence" message, where applicable

The Footer is to occupy two lines and be separated from the text by at least one blank line and a single unbroken line across the page, from the commencement of the indented text on the left hand side to the right hand margin.

The footer is to appear as per the example below:

.VG21/2004 26.2.05	P-491	J. WEGMAN XN
© Commonwealth of Australia	(Transcript-in-Confidence)	MR GRAHAM

5. TRANSCRIPT CONVENTIONS

Name of Judge.

The Judge, Magistrate or Registrar presiding over Proceedings shall be shown in upper case, in the following way:

HIS/HER HONOUR (for Judge or Magistrate)
J. REGISTRAR (for Judicial Registrar)
D. REGISTRAR (for Deputy Registrar)
REGISTRAR (generic)

The text of their speech shall follow directly.

Names of Counsel

The name of Counsel, when speaking, shall be typed in upper case, their title (generally MR or MS but to be varied to MRS to MISS if requested) followed by their surname. This also applies if Counsel assisting the Federal Court is appearing.

e.g. MR SMITH

Names of Witnesses

Names of witnesses shall be in full, in upper case and bold. Details of how witness events are to be recorded are shown under the heading "WITNESS EVENTS" in section 6 - "Structured Transcript".

e.g. JOHN ANDREW SMITH

Exhibits and MFIs

Exhibits and MFIs shall be in upper case and bold. Details of the recording of exhibits and MFIs are shown under the heading "EXHIBITS AND MFIs" in section 6 – "Structured Transcript".

e.g. EXHIBIT #15 - FINANCIAL STATEMENTS AND ACCOUNTS OF A COMPANY PTY LTD

Where an exhibit was previously an MFI, it is to be recorded as an exhibit as follows:

EXHIBIT #16 - FORMERLY MFI F3

Voir Dire

Where a matter involves discussion in voir dire, it shall be recorded as

ON VOIR DIRE

Cessation of evidence discussed in voir dire shall be indicated by the commencement of examination
e.g.:

EXAMINATION BY

Indistinct Material

All indistinct names and words are represented by five dots.

Quotations

Where a quotation is referred to in the Transcript, the general rules are:

- a. the quote is to be recorded in full (unless a very long quote)
- b. the quote is to be in italics
- c. it is to be indented (10 mm)
- d. quotation marks are not required
- e. lead in words by counsel are to be recorded

It will be the responsibility of the monitor to obtain a copy of the quote, for inclusion in the Transcript, either from the associate during or immediately following the Proceedings or through subsequent contact with the associate.

Recording of Numbers

Numbers one to nine are generally to be written as words appropriate to the context except where accompanied by a fraction or as part of a date, measurement, postal address, or section of an Act, or the context suggests the use of numerical symbols.

Other numbers are generally to be expressed as numeric characters appropriate to their context.

Question and Answer Format

Where appropriate, answers to questions should appear immediately after the question, in the same paragraph, separated by three dots or equivalent, as follows:

“That was because of the early nature of the drafts, in other words, they were relatively early pieces of work, correct?---That is correct.”

6 STRUCTURED TRANSCRIPT

The purpose of a structured Transcript is to enable the end user to more easily obtain reports in electronic form of evidence given by witnesses (“Witness Events”) and on exhibits and MFIs.

WITNESS EVENTS

BEGIN MODE

The format used to introduce new witnesses shall be as follows:

[flag][witness name][witness status]

The [flag] used in the Federal Court shall be the “<” sign

The [witness name] is the full name of the witness (given names followed by surname)

The [witness status] may be any one of the following:

Sworn	On former oath	Recalled
Affirmed	On former affirmation	Re-affirmed
Called	Recalled and resworn	
Recalled	Recalled and re-affirmed	

Others may be added to this list.

Examples of BEGIN MODE

<JOHN ANDREW SMITH, SWORN
<JOHN ANDREW SMITH, RECALLED

BODY MODE

The format to be used for the different stages of examination are:

[flag][mode status][legal practitioner or advocate][continuing]

The [flag] used for the Federal Court is the “<” sign

The [mode status] can be any of the following phrases:

EXAMINATION-IN-CHIEF BY
EXAMINATION BY
CROSS-EXAMINATION BY
RE-EXAMINATION BY
FURTHER EXAMINATION BY
FURTHER CROSS-EXAMINATION BY
FURTHER RE-EXAMINATION BY

The [legal practitioner or advocate] is the name of the legal practitioner or advocate carrying out the examination

The [continuing] is an optional flag and can be either present or not

Examples of BODY MODES

<EXAMINATION-IN-CHIEF BY MR SMITH
<EXAMINATION BY MR BROWN
<CROSS-EXAMINATION BY MR JONES
<ON VOIR DIRE BY

The conclusion of discussion in voir dire is to be signified by using another BODY MODE eg.

<EXAMINATION BY MR BROWN

END MODE

The format used for the different stages of examination shall be as follows:

[flag][mode status]

The [flag] used in the Federal Court shall be the “less than” sign “<”

The [mode status] shall be the phrase “the witness withdrew”

Examples of END MODE

<THE WITNESS WITHDREW
<WITNESS ASSISTING
<WITNESS INTERPRETING

Note: Words signifying Witness Events in structured Transcript are not case sensitive.

EXHIBITS AND MARKED FOR IDENTIFICATION (MFI)

The format for the recording of exhibits and MFIs shall be as follows:

Exhibit #[number][description]

The [number] is the number of the exhibit

The [description] is the description of the exhibit

Within the description:

- a. there are to be no new lines (hard returns)
- b. there must be two blank lines before and following each exhibit description
- c. if the date of the exhibit is available it must be entered as dd/mm/yyyy
- d. the next person speaking must be identified

Example of Exhibits/MFIs

EXHIBIT #21 OVERDRAFT FACILITY LETTER

EXHIBIT #25 AFFIDAVIT BY JOHN SMITH DATED 01/05/2004

MFI #3 - FOLDER INCLUDING ITEMS IDENTIFIED BY THE WITNESS

CHECKING OF STRUCTURED TRANSCRIPT

On completion of the preparation of Transcript in electronic form, the Transcript must be checked via "Transcript Creator" to verify the integrity of the structured format.

TIME RECORDING

The time is to be recorded when the following events occur:

- all witness events
- an adjournment is called
- Proceedings resume following an adjournment
- the commencement of Proceedings (on the cover sheet)
- the cessation of Proceedings (last page of Transcript)

The time notation is to be right justified on the same line.

Suggested examples are:

<THE WITNESS WITHDREW [2.59 pm]

ADJOURNED [2.59 pm]

RESUMED [2.59 pm]

MATTER ADJOURNED at 3.59 pm UNTIL WEDNESDAY, 28 AUGUST 2004

7 EDITING OF TRANSCRIPT

The Transcript is to be a verbatim record of the words spoken by all participants (judges, magistrates, registrars, counsel, legal representatives, witnesses and others).

However, some editing should occur in transcribing the Proceedings to make them readable and to provide a professional document for the Court and parties. This might include:

- non-transcribing of such sounds as “um”, “ah”, etc.;
- non-transcribing of administrative matters or matters of no substance to the case. Examples might include:

Discussion of administrative matters prior to an adjournment
(but record time to resume the next day)

A presiding judicial officer may direct that scandalous or otherwise objectionable remarks in a proceeding not be recorded in the Transcript of the proceeding.

8 INDEXES OF WITNESSES AND EXHIBITS AND MARKED FOR IDENTIFICATION (MFI)

At the conclusion of each day's Transcript, two indexes are to be provided:

- (a) an index of Witness events; and
- (b) an index of Exhibits/MFIs.

The Indexes are to include details as recorded for witnesses and exhibits/MFIs using structured Transcript.

Where a Running Index (i.e. a compendium of all previous indexes) is required, this will be the responsibility of the Court to produce using a Transcript Analysis Application. The Court may seek the assistance of the Contractor in producing this index.

9 PRODUCTION OF TRANSCRIPT

Transcript is to be produced to meet the following requirements:

- (a) Transcript is to be prepared in electronic form, including:
- line and page numbering
 - the footer and footer information
 - the indexes
 - page specifications
 - structured Transcript
- (b) The Transcript production process is to include a quality checking mechanism, to ensure that the Transcript meets the Court's Structured Transcript requirements.
- (c) Transcript is to be produced in the following electronic formats for the Court, being:

Transcript Requirements	Transcript to be provided to the Court in the following electronic format
General Transcript provided to the Court (this will be used with the Court's word processing application - Microsoft Word)	Microsoft Word, including all the requirements shown above.
Transcript for the Federal Court and which represents draft <i>ex tempore</i> judgments	As above but indexes unlikely to be required
For use by the Federal Court with a Transcription Analysis Application (where Transcript is requested for this purpose by the Federal Court)	Microsoft Word, including all the requirements shown above.
Judgment template for the Federal Magistrates Court	In Microsoft Word, as per the Judgment template provided separately.

Official Court Transcript

The electronic Transcript produced to the format in this document shall be the official Transcript for the Proceedings in the Court.

Only the official Court Transcript is to be referred to during the Proceedings and for appeal purposes (for inclusion in an appeal book).

10 EXTRACTS OF TRANSCRIPT

Extracts of Transcript may be provided to the Court on request in lieu of the full Transcript.

This service will apply only to identifiable blocks of Transcript such as:

- oral evidence (all or nominated witnesses)
- submissions (all or nominated days)
- judgment only (*ex tempore*)
- other combinations, where these can be clearly identified

11 JUDGMENT TEMPLATE FOR THE FEDERAL MAGISTRATES COURT

The Federal Magistrates Court has developed a “Judgment” template and, where requested by the Federal Magistrates Court, Transcript is to be produced in the format specified in this format. The template is provided separately.

12 REAL-TIME TRANSCRIPT

Transcript produced using real-time methodology is to meet the Federal Court’s format specifications.

Real-time Transcript must follow the structured format shown in Attachment B, Part 4 and the format verified through an appropriate checking tool.

**THE PROVISION OF
COURT REPORTING SERVICES**

SPECIFICATIONS FOR THE FMC JUDGEMENT TEMPLATE

FEDERAL MAGISTRATES COURT OF AUSTRALIA

<NAME OF MATTER>

[2011] FMCA <Number>

<INSERT CATCHWORDS>

Insert Statutes

Insert Cases

Applicant: <APPLICANT'S NAME>

Respondent: <RESPONDENT'S NAME>

File Number: <Matter number>

Judgment of: <Name> FM

Hearing date: <Date>

Date of Last Submission: <Date>

Delivered at: <Place>

Delivered on: <Date>

REPRESENTATION

Counsel for the Applicant: <Name>

Solicitors for the Applicant: <Name>

Counsel for the Respondent: <Name>

Solicitors for the Respondent: <Name>

(NB: Footer is to be included on each Cover page
<Name of matter> [2011] FMCA <citation no.>

Reasons for Judgment: Page)

ORDERS

Orders Style

Orders-abc Style

Orders-123 Style

**FEDERAL MAGISTRATES
COURT OF AUSTRALIA
AT <NAME>**

<Matter number>

<APPLICANT'S NAME>

Applicant

And

<RESPONDENT'S NAME>

Respondent

REASONS FOR JUDGMENT

Heading 1 style

1. This paragraph is in **Body Text 1** style which is 13 point Times New Roman with a 1.5 cm tab stop and a 1.5 cm hanging indent. The text is justified with straight lines left and right. All paragraphs of a judgment, other than those given “quotation” style, should be in Body Text style.
2. The line spacing is single spacing with an 18 point line height. This spacing should be retained as it provides text that is easier to read, while simplifying the process of preparing rich text format (.rtf) files for Austlii and other electronic publishers.
3. All paragraphs are automatically outline numbered, commencing at 1 for the first paragraph. Each paragraph is set up with automatic spacing of 12 points after the paragraph.

This style is “quotation” and is used in the body of the judgment. It is single line-spaced with a 2.5 cm hanging indent and automatic spacing of 12 points after the paragraph.

This style is “quotation2” and is used in the body of the judgment. It is single line-spaced with a 3.5 cm hanging indent and automatic spacing of 12 points after the paragraph.

This style is “quotation3” and is used in the body of the judgment. It is single line-spaced with a 4.5 cm hanging indent and automatic spacing of 12 points after the paragraph.

This paragraph is in Body Text style with the auto numbering removed using the Remove Autonum button. The style is 13 point Times New Roman with a 1.5 cm tab stop and a 1.5 cm hanging indent. The text is justified with straight lines left and right. This style should be used when a paragraph immediately follows a quotation and the paragraph is to continue after the quotation.

- This style is Bullet for a bulleted list and has single spacing with an 18 point line height and automatic spacing of 12 points after.
- Hitting the return key produces another bullet.

Heading 2 style

4. There are 8 levels of paragraph numbering associated with Body Text.
 - a) This is Level 2 (**Body Text 2**) – a single-bracketed lower case letter indented 1.5 cms with a 1 cm hanging indent.
 - i) This is Level 3 (**Body Text 3**). To change the numbering, all that is needed is to advance or decrease the outline level of the paragraph. This is done by clicking on the INCREASE INDENT or DECREASE INDENT icon on the Word toolbar. To obtain this level of numbering, increase the indent.
 - ii) Hitting the return key produces the same level of indent.
 - (1) Increase the indent – this is **Level 4**. This level is ideal for listing orders within the text of a judgment.
 - (a) Increase the indent – this is **Level 5**.
 - (i) Increase the indent – this is **Level 6**.
 1. Increase the indent – this is **Level 7**.
 - a. Increase the indent – this is **Level 8**.

Heading 3 style

5. This is the final paragraph of each judgment.

I certify that the preceding five (5) paragraphs are a true copy of the reasons for judgment of <Name> FM

Associate:

Date:

(NB: A footer is to be included on each judgment page in the following manner:
<Name of matter> [2011] FMCA <citation no.> Reasons for Judgment: Page)

**THE PROVISION OF
COURT REPORTING SERVICES**

**SPECIFICATIONS FOR FEDERAL COURT REGISTRY AND
COURTROOM LOCATIONS**

FEDERAL COURT REGISTRY AND COURTROOM LOCATIONS

This Appendix sets out details of:

- a. Federal Court registry locations
- b. Federal Court courtrooms and hearing rooms

New South Wales

Registry	New South Wales
Location	Level 17 Law Courts Building Queens Square SYDNEY NSW 2000
Courtrooms See list below	= 14

Court Room	Room number	Floor
Court 1	N/A	21
22A	N/A	22
22B	N/A	22
21A	N/A	21
21B	N/A	21
19A	19.01	19
19B	19.06	19
19C	19.40	19
19D	19.42	19
19E	19.43	19
18A	18.07	18
18B	18.08	18
18C	18.12	18
18D	18.13	18

ACT

Registry	Australian Capital Territory
Location	1 st Floor Commonwealth Law Courts Childers Street CANBERRA CITY ACT 2601
Courtrooms	Courtrooms No. 1, 2 and 7 (Courtroom 2 currently not in use by the FCA)

Northern Territory

Registry	Northern Territory
Location	Level 3 Supreme Court Building State Square DARWIN NT 0800
Courtrooms	Courtrooms 9 and 11 Note: Courtroom 11 of the Northern Territory Supreme Court is used as a backup. Portable equipment may be required for recording of Federal Court Proceedings within this courtroom.

Queensland

Registry	Queensland
Location	Level 6 Commonwealth Law Courts 119 North Quay BRISBANE QLD 4000
Courtrooms	Level 7 - Courts 1, 2, 3, 4 & 5 Level 6 - Courts 6, 7 & 8

South Australia

Registry	South Australia
Location	5 th Floor Commonwealth Law Courts 3 Angas Street ADELAIDE SA 5000
Courtrooms	Courtrooms 1-9 Courtrooms 5 and 9 currently not in use by the FCA

Tasmania

Registry	Tasmania
Location	Ground Floor Commonwealth Law Courts Building 39-41 Davey Street HOBART TAS 7000
- Courtrooms - Hearing Rooms	Courtrooms 1 and 3 Hearing rooms 2 & 4 For these courtrooms / hearing rooms, the following is required: Court Room 1: Recording equipment only Hearing Room 2: Recording Equipment including microphones Court Room 3: Recording Equipment including microphones Hearing Room 4: Recording Equipment only. In addition, court reporting services may occasionally be required at a number of regional locations, for either the Federal Court or the Administrative Appeals Tribunal.

Victoria

Registry	Victoria
Location	Level 7 Commonwealth Law Courts 305 William Street MELBOURNE VIC 3000
Courtrooms	Level 6 – 6A, 6B, 6C, 6K, Level 8 – 8A, 8B, 8C, 8D, 8E, 8F, 8G, 8H, 8J, 8K Level 9 – 9B, 9C

Western Australia

Registry	Western Australia
Location	Level 6 Commonwealth Law Courts 1 Victoria Avenue PERTH WA 6000
- Courtrooms - Hearing Rooms	Courtrooms 1, 2, 3 & 4 (also identified as courtrooms 7.1, 7.2, 7.3 and Court 4) Hearing rooms 1 & 2 (also identified as hearing rooms 6.1 and 6.2)

**THE PROVISION OF
COURT REPORTING SERVICES**

**SPECIFICATIONS FOR TECHNOLOGY REQUIREMENTS
COVERING USE OF FEDERAL COURT COURTROOMS
BY THE HIGH COURT OF AUSTRALIA AND
OTHER EXTERNAL CONTRACTORS**

Technology Requirements covering use of Federal Court Courtrooms by the High Court of Australia and other External Contractors

Introduction

The High Court conducts a number of sittings outside Canberra each year. The High Court has its own courtrooms in Sydney and Melbourne but makes ongoing use of Federal Court courtrooms in Brisbane and Perth, and a shared facility with the Federal Court in Adelaide.

The following arrangements represent the general arrangements for use of Federal Court courtrooms by the High Court of Australia.

The Contractor is required to observe these arrangements and to provide technical support services in accordance with these arrangements.

These arrangements are to apply whether the courtroom equipment (excluding audio recording equipment) is owned by the Court or the Court's court reporting Contractor.

Arrangements

- High Court advises requirements to the local Federal Court registry.

These requirements would include:

- (a) identify the mix for the audio out from the courtroom mics (channels);
 - (b) cabling requirements.
(see next page for examples)
- The local Federal Court registry arranges for its staff or the court reporting Contractor to make the required changes to the courtroom equipment, in order to meet the High Court's requirements. This might include:
 - (a) adjusting the audio mix, to suit the requirements of the High Court (these may differ for different courtrooms for different days);
 - (b) disconnecting patch leads to the audio recording equipment used by the Federal Court Contractor

As appropriate, the Court's court reporting Contractor is to be involved in these arrangements, as part of their technical support arrangements under its Contract with the Federal Court.

Note: High Court staff or other external contractor personnel are NOT to adjust mixer settings. This is only to be done by the Court's court reporting Contractor (or the contractor responsible for supporting the court reporting equipment in the courtroom).

- High Court and/or any external contractor it uses, is to connect their own audio recording equipment, using its own connecting patch leads.

These patch leads are to be provided by the High Court or its external contractor as the patch lead requirements may vary because of:

- a. different equipment used by the High Court and / or its external contractor
- b. the above equipment being different at different locations (or between courtrooms)

The High Court and/or its external contractors may obtain technical details of the Federal Court's courtroom equipment from the local registry.

- **Further Note:** All audio recording technology is to be provided by the High Court / external contractor. The High Court or its external contractor is not to use any audio recording equipment provided by the Federal Court's court reporting Contractor, other than by the High Court making separate arrangements with that contractor.
- Following use by the High Court/ other contractor, the equipment is to be returned to its normal configuration. This would be undertaken by either the local registry staff and/ or the court reporting Contractor's technical staff under its court reporting Contract conditions with the Federal Court.

Examples of configuration requirements for the High Court are:

Example A

- 5 of Judge microphones (located evenly along the length of the judges' bench) with judge 1 allocated to recording channel #1, judges 2 and 3 allocated to recording channel #2 and judges 4 and 5 to recording channel #3.
- 2 Bar table microphones allocated to recording channel #4 (located centrally on Bar table)

Example B

- 3 of Judge microphones (located evenly along but favouring centre of the judges' bench) with judge 1 allocated to recording channel #1 and judges 2 and 3 allocated to recording channel #2.
- 2 Bar table microphones allocated to recording channel #3 (located centrally on Bar Table).

Example C

- 3 of Judge microphones (located evenly along but favouring centre of the judges' bench) allocated to recording channel #1.
- 2 Bar table microphones allocated to recording channel #2 (located centrally on Bar Table).
- Audio feed from any video link allocated to recording channel #3

(And in the very rare event that the High Court sits with a full quorum)

Example D

- 7 Judge microphones (located evenly along the length of the judge's bench) with judges 1 and 2 allocated to recording channel #1, judges 3 and 4 allocated to recording channel #2 and judges 5, 6 and 7 allocated to recording channel #3.
- 2 Bar table microphones allowed to recording channel #4 (located centrally on the bar table).

ATTACHMENTS I and J

**THE PROVISION OF
COURT REPORTING SERVICES**

**SPECIFICATIONS FOR SCHEDULES OF COURT TECHNOLOGY
EQUIPMENT IN ALL REGISTRIES**

Registry	New South Wales				
Court	Equipment Description	Equipment Details	Owned by LCL	Owned by Contractor	Comment
L18A-D, 19 A-E, 21 A&B, 22 A&B, Court 1	Microphones	Sennheiser	all mics		
	Microphones (radio)	Senneheiser	1		
	Radio mic receiver	Sennheiser	1		
	Mixer, amplifier, R hearing assistance system, rack	Audiaflex DSP	numerous		
	recording PC with breakout box	HP workstation		14	

Registry	Northern Territory				
Court Room	Equipment Description	No.	Owned by Court	Owned by Contractor	Comments
Court 9					
	Full AV rack for VCF, Telecon, and etrial presentation incl Mics	1	FCA		Includes Tandberg Codec, all mics, DVD player
	Digital audio recording system	1		Contractor	
	Marantz Back up tape deck	1		Contractor	

Registry	A.C.T.					
Court Room	Equipment Description	No.	Equipment Details	Owned by Court	Owned by Contractor	Comment
Court 1						
	Microphones	11	6 x AKG GN30; 3 x AKG GN 50; 2 x AKG GN 20	FCA		
	Microphone mounts	11	redback	FCA		
	Mixer	1	Biamp Audiaflex	FCA		
	digital recording PC with 4 channel interface box	1	HP		Contractor	
Court 2						
Currently not in use by FCA	Microphones	5	Auditechnica			
	Amplifier	1	QD 4960 Quad Amplifier	FCA		
	Digital recording PC with 4 channel interface box	1	HP		Contractor	
	Hearing Aid Loop	1		FCA		
	Bridging lead	1			Contractor	
	Telephone interface	1	Polycom Sound Station	FCA		
	Speakers	1		FCA		
Court 7						
	Microphones	6	AKG GN 15	FCA		
	Floor stand	1		FCA		
	Amplifier	1	Model unknown			
	Telephone interface	1	Getner	FCA		
	digital recording PC with 4 channel interface box	1	HP		Contractor	
	Tape Decks		Marantz CP430		Contractor	
	Hearing Aid Loop	1		FCA		
	Bridging lead	1			Contractor	
	Telephone interface	1	Polycom Sound Station	FCA		
	Speakers	1		FCA		

Registry Queensland					
Court Room	Equipment Description	Equipment Details	Owned by Court	Owned by Contractor	Comments
1	Microphones	AKG GN series	Y		
	Mixer digital recording PC	Audiaflex	Y	owned by Contractor	
2	Microphones	7 AKG Gooseneck mics		ALL owned by Contractor	
	Mixer	Nexis CS		owned by Contractor	
	digital recording PC			owned by Contractor	
	Backup Tape	Marantz			
	1 Headset				
3	Microphones	7 AKG Gooseneck mics		ALL owned by Contractor	
	Mixer	Nexis CS		owned by Contractor	
	digital recording PC			owned by Contractor	
	Backup Tape	Marantz			
	1 Headset				
4	Microphones	7 AKG Gooseneck mics		ALL owned by Contractor	
	Mixer	Nexis CS		owned by Contractor	
	digital recording PC			owned by Contractor	
	Backup Tape	Marantz			
	1 Headset				
5	Microphones	7 AKG Gooseneck mics		ALL owned by Contractor	
	Mixer	Contractor 9ch Mixer		owned by Contractor	
	digital recording PC			owned by Contractor	
	Backup Tape	Marantz			
	1 Headset				
6	Microphones	7 AKG Gooseneck mics		ALL owned by Contractor	
	VOB	Voice over box		owned by Contractor	
	digital recording PC			owned by Contractor	
	Backup Tape	Marantz			
	1 Headset				
7	Microphones	7 Lanier Gooseneck mics		ALL owned by Contractor	
	VOB	Voice over box		owned by Contractor	
	digital recording PC			owned by Contractor	
	Backup Tape	Marantz			
	1 Headset				
8	Microphones	7 AKG Gooseneck mics		ALL owned by Contractor	
	VOB	Voice over box		owned by Contractor	
	digital recording PC			owned by Contractor	
	Backup Tape	Marantz			
	1 Headset				

Registry Victoria						
Court Room	Equipment Description	No.	Equipment Details	Owned by Court	Owned by Contractor	Comments
Court 6A	videoconference E-trial court		11 Sennheiser mics	X		
	Digital audio recording system				X	
	Back-up cassette recorder				X	
Court 6B	Microphones	5	neumann		X	
	Microphone stands	6			X	
	Patch leads (between mics & bar table)	6			X	
	Patch leads (between patch panel & rack)	6			X	
	Mixer	1			X	
	Break out box ("BOB")	1			X	
	Feedback Eliminator	1		X		
	Amplifier	1		X		
	Hearing Aid Loop	1		X		
	Digital audio recording system	1				X
	Back-up cassette recorder	1				
Court 6C	Microphones	4	neumann		X	
	Microphone stands	4			X	
	Patch leads (between mics & bar table)	4			X	
	Patch leads (between patch panel & rack)	4			X	
	Mixer	1			X	
	Break out box ("BOB")	1			X	
	Feedback Eliminator	1		X		
	Amplifier	1		X		
	Hearing Aid Loop	1		X		
	Digital audio recording system	1				X
	Back-up cassette recorder	1				
Court 6K	videoconference E-trial court	5	AKG GN series mics	X		
	Digital audio recording system	5			X	
	Back-up cassette recorder	5				
COURT1 (8A)	videoconference E-trial court	10	10 AKG mics	X		
	Digital audio recording system	1			X	
	Back-up cassette recorder	1				
Court 8B	Microphones	7	neumann		X	
	Microphone stands	8			X	
	Patch leads (between mics & bar table)	8			X	
	Patch leads (between patch panel & rack)	8			X	
	Mixer	1			X	

	<i>Break out box ("BOB")</i>	1			X	
	<i>Feedback Eliminator</i>	1		X		
	<i>Amplifier</i>	1		X		
	<i>Hearing Aid Loop</i>	1		X		
	<i>Digital audio recording system</i>	1			X	
	<i>Back-up cassette recorder</i>	1				
Court 8C	<i>Microphones</i>	5	<i>neumann</i>		X	
	<i>Microphone stands</i>	5			X	
	<i>Patch leads (between mics & bar table)</i>	5			X	
	<i>Patch leads (between patch panel & rack)</i>	5			X	
	<i>Mixer</i>	1			X	
	<i>Break out box ("BOB")</i>	1			X	
	<i>Feedback Eliminator</i>	1		X		
	<i>Amplifier</i>	1		X		
	<i>Hearing Aid Loop</i>	1		X		
	<i>Digital audio recording system</i>	1			X	
	<i>Back-up cassette recorder</i>	1				
Court 8D	<i>Microphones</i>	5	<i>neumann</i>			X
	<i>Microphone stands</i>	4				X
	<i>Patch leads (between mics & bar table)</i>	4				X
	<i>Patch leads (between patch panel & rack)</i>	4				X
	<i>Mixer</i>	1				X
	<i>Break out box ("BOB")</i>	1				X
	<i>Feedback Eliminator</i>	1		X		
	<i>Amplifier</i>	1		X		
	<i>Hearing Aid Loop</i>	1		X		
	<i>Digital audio recording system</i>	1			X	
	<i>Back-up cassette recorder</i>	1				
Court 8E	<i>Videoconferencing courtroom</i>		X	8 AKG mics		
	<i>Digital audio recording system</i>	1			X	
	<i>Back-up cassette recorder</i>	1				X
Court 8F	<i>Videoconferencing courtroom</i>		X	8 AKG mics		
	<i>Digital audio recording system</i>	1			X	
	<i>Back-up cassette recorder</i>	1				X
Court 8G	<i>Microphones</i>	8				X
	<i>Microphone stands</i>	8				X
	<i>Patch leads (between mics & bar table)</i>	8				X

	Patch leads (between patch panel & rack)	8			X	
	Mixer	1			X	
	Break out box ("BOB")	1			X	
	Feedback Eliminator	1		X		
	Amplifier	1		X		
	Hearing Aid Loop	1		X		
	Digital audio recording system	1			X	
	Back-up cassette recorder	1				
Court 8H						
	Microphones	5			X	
	Microphone stands	5			X	
	Patch leads (between mics & bar table)	5			X	
	Patch leads (between patch panel & rack)	5			X	
	Microphones (radio)					
	Radio mic receiver					
	Mixer	1			X	
	Break out box ("BOB")	1			X	
	Feedback Eliminator	1		X		
	Amplifier	1		X		
	Hearing Aid Loop	1		X		
	Digital audio recording system	1			X	
	Back-up cassette recorder	1				
Court 8J						
	Microphones	5				
	Microphone stands	6			X	
	Patch leads (between mics & bar table)	6			X	
	Patch leads (between patch panel & rack)	6			X	
	Mixer	1			X	
	Break out box ("BOB")	1			X	
	Feedback Eliminator	1		X		
	Amplifier	1		X		
	Hearing Aid Loop	1		X		
	Teleconferencing unit					
	Digital audio recording system	1			X	
	Back-up cassette recorder	1				
Court 8K						
	Mics and stands	6	neumann silver		X	
	Digital audio recording system	1			X	
Court 9A						
	Currently not used as courtroom					
Court 9B						
	Microphones	5		X		
	Microphone stands	5		X		
	Patch leads (between mics & bar table)					
	Patch leads (between patch panel & rack)					

	<i>Mixer (on loan from Auscript)</i>					
	<i>Break out box ("BOB")</i>					
	<i>Digital audio recording system</i>				X	
	<i>Back-up cassette recorder</i>					
	<i>Amplifier</i>	2		X		
Court 9C	<i>Microphones</i>	6	<i>AKG GN series</i>	X		<i>installed with Nexia CS Oct 2011</i>
	<i>Microphone stands</i>	6		X		
	<i>Patch leads (between mics & bar table)</i>	6		x		
	<i>Patch leads (between patch panel & rack)</i>	5		x		
	<i>Mixer</i>	1	<i>nexia CS</i>	x		<i>ex 8K</i>
	<i>Break out box ("BOB")</i>	1			X	
	<i>Digital audio recording system</i>	1			X	
	<i>Back-up cassette recorder</i>	1			X	

WA REGISTRY COURT AUDIO SYSTEMS						
1-Dec-10						
Room	Auto Mixing	Manual	Teleconference	Amplifier	Microphones	Record Equip
	Echo Cancel	Mixer		Sound Reinforce Y/N	Stands	Lines out
				Speakers	Long & Short	
7.1	2x Biamp		?	Australian Monitor	AKG	FTR Digital
	Audia		?	AMIS 604P Y	20x CK31	Marantz CP430
				JBL 24CT	6&5&9	4
7.2	ClearOne XAP800		ClearOne	AudioTelex	AKG	FTR Digital
			AP400	ACM604 Y	6x CK31	Marantz CP430
				JBL 24CT	4&2	4
7.3	ClearOne XAP800		ClearOne	AudioTelex	AKG	FTR Digital
			AP400	ACM604 Y	9x CK31	Marantz CP430
				JBL 24CT	4&4*	4
4	2x Biamp		Polycom	3x Ebony EM50	Sennheiser	FTR Digital
	Audia		EF2211	1x AM Synergy SY400 Y	16x ME35	Marantz CP430
				Linear array + 2x JBL	10&6**	4
6.1	ClearOne XAP800		ClearOne	AudioTelex	AKG	FTR Digital
			AP400	ACM604 N	6x CK31	Marantz CP430
				JBL 24CT	4&2	Lanier LCR-5
						4
6.2	ClearOne XAP800		ClearOne	AudioTelex	AKG	FTR Digital
			AP400	ACM604 N	6x CK31	Marantz CP430
				JBL 24CT	4&2	4
Red highlighted equipment owned by Contractor						
*Court 7.3 Jury Box equipped with a Mic Floor Stand for AKG CK31						
** 6 mics with short goosenecks fitted to in-bench shock mounts						
Upplands Vasby XL 150 Hearing Aid Loop in Court 4.						
Lanier Model LCR-5 recorder in Hearing Rm 6.1 Federal Court Equipment						

Registry	South Australia					
Court Room	Equipment Description	No.	Equipment Details	Owned by Court	Owned by Contractor	Comments
Court 1	All courtroom equipment is owned by the Court					
	Digital audio recording system	1			X	
	Back-up cassette recorder	1			X	
Court 2	All courtroom equipment is owned by the Court					
	Digital audio recording system	1			X	
	Back-up cassette recorder	1			X	
Court 3	All courtroom equipment is owned by the Court					
	Digital audio recording system	1			X	
	Back-up cassette recorder	1			X	
Court 4	All courtroom equipment is owned by the Court					
	Digital audio recording system	1			X	
	Back-up cassette recorder	1			X	
Court 5	All courtroom equipment is owned by the Court					<i>Currently not used as courtroom</i>
	Digital audio recording system					
	Back-up cassette recorder					
Court 6	All courtroom equipment is owned by the Court					
	Digital audio recording system	1			X	
	Back-up cassette recorder	1			X	
Court 7	All courtroom equipment is owned by the Court					
	Digital audio recording system	1			X	
	Back-up cassette recorder	1			X	
Court 8	All courtroom equipment is owned by the Court					
	Digital audio recording system	1			X	
	Back-up cassette recorder	1			X	
Court 9	All courtroom equipment is owned by the Court					<i>Currently not used as courtroom</i>
	Digital audio recording system	1			X	
	Back-up cassette recorder	1			X	

Registry Tasmania					
Court Room	Equipment Description	No.	Owned by Court	Owned by Contractor (Contractor)	Comments
FED Crt 1	Microphones	19	Sennheiser COM-190 microphones, clips & stands		
	Mixer	2	Gentner XAP-800 Audio Mixer & Teleconference Unit		
		2	Gentner XAP-TH2 & Gentner XAP-IRC		
	Telephone Interface Amplifier	1	Redback A4064 Power Amplifier		
	digital recording PC with 4 ch interface box	1		Contractor	
	Marantz Back up tape deck	1		Contractor	
	Roving Mic & stand	1	AKG ?		
	Hearing aid loop	1	Court		
	In-court Rack	1	Court		Note 1
Fed Crt 2	Microphones	4		Contractor	
	digital recording PC with 4 ch interface box	1		Contractor	
	Marantz Back up tape deck	1		Contractor	
	Roving Mic & stand	1		Contractor	
	hearing aid loop	1	Court		
Fed Crt 3	Microphones	4		Contractor	
	digital recording PC with 4 ch interface box	1		Contractor	
	Marantz Back up tape deck	1		Contractor	
	Roving Mic & stand	1		Contractor	
	hearing aid loop	1	Court		
	Telephone interface	1		Contractor	
Fed Crt 4	Microphones	12	Sennheiser COM-190 microphones, clips & stands		
	Mixer	1	Gentner XAP-800 Audio Mixer & Teleconference Unit		
		1	Gentner XAP-TH2 & Gentner XAP-IRC		
	Telephone Interface Amplifier	1	Redback A4064 Power Amplifier		
	Lanier Recorder	1		Contractor	
	digital recording PC with 4 ch interface box	1	HP		Contractor
	Roving Mic & stand	1		Contractor	
	Hearing aid loop	1	Auditec 1055 Hearing Induction Loop Amplifier		
In-court Rack	1			Note 1	

ATTACHMENT K

**THE PROVISION OF
COURT REPORTING SERVICES**

**SPECIFICATIONS FOR THE PROTOCOL FOR MEDIA ACCESS
TO TRANSCRIPT**





Federal Court of Australia

Protocol for Media Access to Transcript

This protocol sets out how a media representative (being a journalist or a person acting on behalf of a media organisation) may obtain access to a copy of the whole or part of the transcript of a proceeding in the Federal Court.

1. A request by a media organisation for access to the whole or part of the transcript of a proceeding in the Federal Court must be in accordance with the Request for transcript - Media.

Request for transcript - Media

PDF	RTF
	

Copies of the form are also available from the Court's transcript provider Contractor Australasia Pty Ltd

2. A transcript of the Court's draft judgment or orders in a proceeding is not available under this Protocol.
3. Transcript will be provided to the media where:
- (a) no order of the Court has been made covering any restriction on the access to, or publication of, the transcript or any portion of the transcript; and
 - (b) the media representative submits a formal request for transcript using the approved form and pays the relevant fee.
4. The application form asks for the name and contact details of the media representative making the request, and for information about the transcript the representative is seeking. The form includes an agreement by the media representative that:
- (a) copyright in the transcript remains with the Court (on behalf of the Commonwealth); and
 - (b) the transcript will not be provided until the relevant transcript provider has been paid the copying and service fee specified by the provider; and
 - (c) the transcript will only be used for the purpose of reporting on the proceeding; and
 - (d) no part of the transcript will be copied or made available to any other person except for that purpose; and (e) no part of the transcript will be provided to any of the parties to the proceeding; and
 - (f) any additional conditions specified by the presiding Judge will be complied with.
5. The application form must be lodged directly with the transcript provider.
6. Upon receiving the application, the transcript provider will check whether there is any restriction on the release of the transcript to the media. If there is no restriction, then transcript will be provided to the media on payment of the specified fee.
7. Charges apply to the provision of transcript to the media. Normally, this will only be a service charge. However, if transcript has not been ordered by the parties, then the media may be charged the full cost for the preparation of the transcript.



Federal Court of Australia

Media Request for Access to Transcript

1. DETAILS OF THE PERSON MAKING THE REQUEST	
(a) Name	
(b) Organisation	
(c) Postal address	
(d) Telephone number	
(e) Facsimile number	
(f) Email address	
2. DETAILS OF THE PROCEEDINGS AND THE TRANSCRIPT REQUIRED	
(a) Title of proceeding	----- V -----
(b) Proceeding number (if known)	
(c) Date or dates of the proceeding for which transcript is requested.	
3. AGREEMENT	
I agree to the following terms and conditions:	
(a) copyright in the transcript provided to me remains with the Court (on behalf of the Commonwealth); and	
(b) the transcript will not be provided to me until the relevant transcript provider listed in Section 5 has been paid any copying or service fee specified by the provider; and	
(c) the transcript will only be used for the purpose of reporting on the proceeding; and	
(d) no part of the transcript will be copied or made available to any other person except for that purpose; and	
(e) no part of the transcript will be provided by me or the organisation referred to in paragraph 1(b) to any of the parties to the proceeding; and	
(f) any additional conditions specified in Section 4.	
Signed: Date:	

NOTES

1. The completed Request must be sent to the Associate of the presiding Judge in the proceeding. A copy of the Request should not be sent to the parties to the proceeding unless the Judge asks that this be done.
2. Upon receiving the application, the presiding Judge may:
 - (a) approve the request, either in whole or in part, and subject to any additional conditions the Judge considers appropriate; or
 - (b) ask you to send a copy of the Request to the parties to the proceeding with an invitation to them to provide the Judge with comments in writing on the Request; or
 - (c) refuse the request.
3. If the Request is approved, a copy of the Request signed by the Judge should be provided to the relevant transcript provider listed in Section 5 who will advise on the fee to be paid.
4. Leave to inspect the transcript may also be obtained by applying to the Court under Order 46 sub rule 6(5) of the Federal Court Rules.

4. DECISION

I do not approve the request for access to the transcript of the proceeding specified in Section 2.

A copy of the Request must be provided to the parties to the proceeding by with a note advising them that they may provide comments in writing on the Request to my Associate no later than

I approve the request for access to the transcript of the proceeding specified in Section 2.

I approve the request for access to the transcript of the proceeding specified in Section 2 subject to the following conditions:

.....

.....

.....

.....

.....

Signed: Date:

Justice of the Federal Court

5. RELEVANT TRANSCRIPT PROVIDERS

DISTRICT REGISTRY	Transcript Provider
Australian Capital Territory	
New South Wales	
Northern Territory	
Queensland	
Tasmania	
South Australia	
Victoria	
Western Australia	

**THE PROVISION OF
COURT REPORTING SERVICES**

**SPECIFICATIONS FOR THE PROTOCOL FOR DEALING
WITH ISSUES OF TRANSCRIPT FOR IMPECUNIOUS
LITIGANTS**



Federal Court of Australia

Protocol for dealing with issues of transcript for impecunious litigants

General policy

The Court has entered into commercial arrangements with transcript providers to ensure that a record is ordinarily taken of Federal Court hearings, from which a transcript can be produced if required by the Court or the parties. Litigants obtain transcript not from the Court but from the authorised transcript provider. However, it is obvious that there are circumstances in which **litigants who are genuinely unable to afford transcript need to be provided with access to it**, to:

- avoid injustice to a disadvantaged party; or
- enable the Court to perform its function properly and efficiently.

Role of the Court

Discussions with transcript providers have resulted in the strong view that **it is for the Court**, and not the transcript provider, **to decide whether a particular litigant is in need of assistance** with respect to transcript. Any inquiry into these issues is generally best conducted **at a pre-trial directions hearing**, rather than at the trial. Impecunious litigants are not confined to those without legal representation. They may be able to afford some form of legal representation, but the cost of transcript may be beyond them. They may be represented under a scheme for free legal assistance. It may be necessary for a judge to consider whether transcript should be made available to a deserving party's legal representative.

Determining whether assistance should be given

There is no established test for determining whether a party is sufficiently deserving of assistance with respect to transcript. A legitimate concern of the transcript providers is that judges might become so generous in making transcript available as to provide an incentive to some legal practitioners to attempt to obtain free transcript when the means of their clients did not justify such assistance.

In determining whether a litigant should be assisted to have access to the transcript, judges might consider:

- whether Court fees have been waived (bearing in mind that the circumstances in which Court fees are waived are not limited to impecuniosity);

Determining whether assistance should be given

There is no established test for determining whether a party is sufficiently deserving of assistance with respect to transcript. A legitimate concern of the transcript providers is that judges might become so generous in making transcript available as to provide an incentive to some legal practitioners to attempt to obtain free transcript when the means of their clients did not justify such assistance.

In determining whether a litigant should be assisted to have access to the transcript, judges might consider:

- whether Court fees have been waived (bearing in mind that the circumstances in which Court fees are waived are not limited to impecuniosity);
- the nature and complexity of the issues in the case and the degree of assistance likely to be required by the Court in argument about them;
- the interest the Court has in the continued commercial viability of the transcript provider and the continued provision of high quality transcript in an efficient and timely manner.

Choosing a strategy

Whatever decision is made to make available transcript to a litigant otherwise than by the litigant purchasing it from the transcript provider, it is important that whenever possible the decision be made:

- well before the trial; and
- after consultation with the transcript provider, if the decision might affect the transcript provider.

Unavailable strategies

Once a decision has been made that a party is deserving of assistance, consideration should be given to the **means by which such assistance is to be given**. There is concern about allowing a litigant to listen to tapes of proceedings. The microphones used to record proceedings for transcribers are very sensitive. They pick up asides, including conversations between judge and associate and privileged conversations between counsel, instructing solicitors and clients, which are filtered out in the transcription process. It is undesirable to allow any other party to listen to this material. It is therefore considered that **allowing a litigant to listen to tapes of proceedings is not an option**.

Available options

Judges might consider the following options:

- **Allowing a litigant to read transcript on a computer terminal in the registry.** Steps can be taken to ensure that the computer terminal cannot be used to make alterations to the transcript, or to access other Court data. It will be necessary to bear in mind the hours during which the registry is open, the possibility of the need for supervision of the person concerned and the existence of any security issues or nuisance issues for registry staff.

- **Requesting a transcript provider to allow a litigant to read transcript on a computer terminal in the office of the transcript provider.** This will depend upon the consent of the transcript provider, which is a matter entirely for the transcript provider. It will always require prior arrangement with the supplier. If arrangements can be made, this option may be of value because the transcript provider's office might be open during longer hours than the registry. Security and nuisance issues will also be relevant.
- **Requesting that an institutional or government litigant make available its copy of the transcript for loan to, or purchase an additional copy of the transcript for, a disadvantaged litigant.** Care would be necessary to ensure that this option is confined to deserving cases and exercised in cooperation with the institutional or government litigant, for the benefit of the Court. It is necessary to ensure that this option is not used in a way that would encourage cooperation between the parties to deprive the transcript provider of proper fees.
- **Allowing a litigant to read the Court's hard copy of the transcript, eg on overnight loan.** This will not be an option if the judge needs to use the transcript, or if the judge has annotated it. Orders would have to be made, or undertakings given, that the transcript would not be photocopied or scanned, otherwise the effect would be to give the litigant a free, or very cheap, copy of the transcript.
- **Purchasing a further copy of the transcript for loan to the litigant.** It is considered that this would be a last resort, having regard to the expense to the Court. Orders would have to be made, or undertakings given, that the transcript would not be photocopied or scanned, otherwise the effect would be to give the litigant a free, or very cheap, copy of the transcript – a consequence which it is feared would undermine this policy and the confidence of the transcript providers in the integrity of their commercial arrangements with the Court.

Appeal books

The reproduction of the Court's copy of transcript for inclusion in the appeal book of an impecunious appellant does not appear likely to cause significant problems, except in the case of annotated transcript.

APPENDIX 3 - CONTRACT PRICE FOR COURT REPORTING SERVICES



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

APPENDIX 3 – CONTRACT PRICE

LIST OF CONTENTS

1	GENERAL	3
1.1	Contract Price.....	3
1.2	Additional Services.....	3
1.3	Pricing Structure.....	3
1.4	Invoices.....	3
1.5	Benchmark.....	4
1.6	Contract Price Variation.....	4
2	PRICING TABLE FOR RECORDING SERVICES – THE COURT	5
2.1	Recording Charges for Services Provided During Standard Hours	5
2.2	Cancellation Charges.....	5
2.3	Recording Charges for Services Provided Outside Standard Hours.....	5
2.4	Recording Charges for Regional Locations.....	5
3	PRICING TABLE FOR RECORDING SERVICES – OTHER ORGANISATIONS	6
3.1	Recording Charges for Services Provided During Standard Hours	6
3.2	Cancellation Charges.....	6
3.3	Recording Charges for Services Provided Outside Standard Hours.....	6
3.4	Recording Charges for Regional Locations.....	6
4	PRICING TABLE FOR RECORDING SERVICES – JUDICIAL BODIES AND OTHER JUDICIAL BODIES	7
4.1	Recording Charges for Services Provided During Standard Hours	7
4.2	Cancellation Charges.....	7
4.3	Recording Charges for Services Provided Outside Standard Hours.....	7
5	CONDITIONS RELATING TO PRICING FOR RECORDING SERVICES	8
6	CONDITIONS RELATING TO PRICING FOR TRANSCRIPT SERVICES FOR THE COURT AND OTHER ORGANISATIONS	9
7	PRICING FOR TRANSCRIPT SERVICES FOR OTHER JUDICIAL BODIES	10
7.1	Progressive Same Day Transcript	10
7.2	One (1) day Turnaround	10
7.3	One and a Half (1.5) Day Turnaround	10
7.4	Three (3) Day Turnaround.....	10
8	PRICING FOR TRANSCRIPT SERVICES FOR LITIGANTS (YEARS 1 & 2)	11
8.1	Progressive Same Day Transcript	11
8.2	One (1) day Turnaround	11
8.3	One and a Half (1.5) Day Turnaround	11
8.4	Three (3) Day Turnaround.....	11
8.5	Five (5) Day Turnaround	12
9	CONDITIONS RELATING TO PRICING FOR TRANSCRIPT SERVICES	13



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

10	ADDITIONAL CHARGES	14
11	CHARGES FOR THE PROVISION OF TRANSCRIPT TO THE MEDIA	15
11.1	Charges for the Provision of Transcript to the Media.....	15
11.2	Copying / Service Fees.....	15
12	PRICING FOR TRAVELLING AND ACCOMMODATION FOR THE COURT AND OTHER ORGANISATIONS	16
12.1	Capital Cities	16
12.2	Regional Locations (excluding matters heard "on country")	16
12.3	Conditions for Pricing for Travel and Associated Expenses.....	17
13	PRICING FOR THE PRODUCTION OF JUDGMENTS FOR THE FEDERAL MAGISTRATES COURT OF AUSTRALIA	18
14	PRICING ARRANGEMENTS FOR THE PROVISION OF REAL-TIME SERVICES.	19
15	INVOICE PROCEDURES	22
15.1	General.....	22
15.2	Invoices for Travel Accommodation and Meal and Subsistence Costs	22
15.3	Invoicing Arrangements for the Federal Magistrates Court of Australia and the Administrative Appeals Tribunal (Tasmania).....	22
15.4	Invoicing Arrangements where Judicial Officers perform work under other commissions	23
16	BENCHMARK ARRANGEMENTS	24
16.1	The Benchmark	24
16.2	Operation of the Benchmark.....	24



1 GENERAL

Contract Price

Subject to the Contract, including the performance of the Services to the satisfaction of the Court, the Contract Price payable for the provision of the Services, including all fees and allowances, is detailed in this **Appendix 3**. All payments will be made in arrears.

Additional Services

Fees for additional services provided as a result of changes to the Contract shall be payable as agreed between the Court and the Contractor.

Pricing Structure

The Services are to be provided by the Contractor (refer Clause 1.4 of Appendix 2, Statement of Requirements) to:

- (a) The Court (including judicial organisations in which commissions are held by judges or registrars of the Court);



The fees set out in the Pricing Tables under this Appendix 3, will apply to, and will be paid accordingly by the Court, Other Organisations or Other Judicial Bodies as the case may be in accordance with the following structure:

- (a) Where a Pricing Table shows fees applicable to "**the Court**", this means that the fee is applicable to the Federal Court of Australia and judicial organisations in which commissions are held by judges or registrars of the Court where the fees will be included in invoices to the Court and which will be paid by the Court (see also **Clause 15**).



Invoices

- (a) Invoices to the Court, Other Organisations and Other Judicial Bodies must be submitted by the Contractor monthly, except that invoices may be submitted fortnightly for the New South Wales and Victoria Registries of the Court.
- (b) Invoices forwarded by the Contractor must be correctly addressed and include the information specified in **Clause 15.(c)** Subject to the Contract and the acceptance of



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

the Services by the Court, Other Organisations and Other Judicial Bodies correctly rendered invoices will be paid within 30 days of receipt by the Court.

Benchmark



Contract Price Variation

The Contractor may apply to the Court to vary the Contract Price annually in accordance with this **Clause 1.6**.

Variations to the Contract Price proposed by the Contractor and approved by the Court under this **Clause 1.6** will take effect from each anniversary of the Commencement Date, commencing on the second anniversary of the Commencement Date.

The Contractor must make application to vary the Contract price no later than one calendar month before each anniversary of the Commencement Date.

The basis for price variation applications shall be the Commonwealth Government Consumer Price Index ("weighted average for eight capital cities") for the previous four completed quarters each year.



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

2 PRICING TABLE FOR RECORDING SERVICES – THE COURT

Recording Charges for Services Provided During Standard Hours

Standard Hours means the hours between 8.00 am and 6.00 pm on a Business Day.



[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Cancellation Charges

SERVICE	PRICE (EXCL GST)	GST	PRICE (INCL GST)
Cancellation Fee (= Minimum Recording Fee), where less than 60 minutes' notice is given.	[REDACTED]	[REDACTED]	[REDACTED]

Recording Charges for Services Provided Outside Standard Hours

SERVICE	PRICE (EXCL GST)	GST	PRICE (INCL GST)
Before 8.00 am and after 6.00 pm Monday to Friday on Business days.	[REDACTED]	[REDACTED]	[REDACTED]
Saturdays - per hour or part thereof.	[REDACTED]	[REDACTED]	[REDACTED]
Sundays and public holidays - per hour or part thereof.	[REDACTED]	[REDACTED]	[REDACTED]
Cancellation Fee (= Minimum Recording Fee), where less than one hour's notice is given.	[REDACTED]	[REDACTED]	[REDACTED]



2.4 Recording Charges for Regional Locations

SERVICE	PRICE (EXCL GST)	GST	PRICE (INCL GST)
Minimum Recording Fee	[REDACTED]	[REDACTED]	[REDACTED]
Cancellation Fee (= Minimum Recording Fee), where less than 60 minutes' notice is given.	[REDACTED]	[REDACTED]	[REDACTED]



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

3 PRICING TABLE FOR RECORDING SERVICES – OTHER ORGANISATIONS

Recording Charges for Services Provided During Standard Hours

Standard Hours means the hours between 8.00 am and 6.00 pm on a Business Day.



[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Cancellation Charges

SERVICE	PRICE (EXCL GST)	GST	PRICE (INCL GST)
Cancellation Fee (= Minimum Recording Fee), where less than 60 minutes' notice is given.	[REDACTED]	[REDACTED]	[REDACTED]

Recording Charges for Services Provided Outside Standard Hours

SERVICE	PRICE (EXCL GST)	GST	PRICE (INCL GST)
Before 8.00 am and after 6.00 pm Monday to Friday on Business days.	[REDACTED]	[REDACTED]	[REDACTED]
Saturdays - per hour or part thereof.	[REDACTED]	[REDACTED]	[REDACTED]
Sundays and public holidays - per hour or part thereof.	[REDACTED]	[REDACTED]	[REDACTED]
Cancellation Fee (= Minimum Recording Fee), where less than one hour's notice is given.	[REDACTED]	[REDACTED]	[REDACTED]



Recording Charges for Regional Locations

SERVICE	PRICE (EXCL GST)	GST	PRICE (INCL GST)
Minimum Recording Fee	[REDACTED]	[REDACTED]	[REDACTED]
Cancellation Fee (= Minimum Recording Fee), where less than 60 minutes' notice is given.	[REDACTED]	[REDACTED]	[REDACTED]



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

4 PRICING TABLE FOR RECORDING SERVICES – OTHER JUDICIAL BODIES

Recording Charges for Services Provided During Standard Hours

Standard Hours means the hours between 8.00 am and 6.00 pm on a Business Day.

SERVICE	PRICE (EXCL GST)	GST	PRICE (INCL GST)
Recording Fee	██████	██████	██████

Cancellation Charges

SERVICE	PRICE (EXCL GST)	GST	PRICE (INCL GST)
Cancellation Fee (= Minimum Recording Fee), where less than 60 minutes' notice is given.	██████	██████	██████

Recording Charges for Services Provided Outside Standard Hours

SERVICE	PRICE (EXCL GST)	GST	PRICE (INCL GST)
Before 8.00 am and after 6.00 pm Monday to Friday on Business days.	██████	██████	██████
Saturdays - per hour or part thereof.	\$██████ ██████	██████	██████
Sundays and public holidays - per hour or part thereof.	██████ ██████	██████	██████
Cancellation Fee (= Minimum Recording Fee), where less than one hour's notice is given.	██████	██████	██████



5 CONDITIONS RELATING TO PRICING FOR RECORDING SERVICES

The following conditions apply to the Contract Price for provision of Recording Services:

- (a) Recording time will commence at the scheduled commencement time for Proceedings.
- (b) Recording time will cease when the judicial officer concludes the Proceedings (announced by a court officer or associate) or court staff advises the Contractor that Recording Services are no longer required for that session.
- (c) The time required setting up or packing up equipment in the courtroom is not Recording time. This time is covered by the fees or pricing arrangements applicable to Recording Services.



6 CONDITIONS RELATING TO PRICING FOR TRANSCRIPT SERVICES FOR THE COURT AND OTHER ORGANISATIONS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

7 PRICING FOR TRANSCRIPT SERVICES FOR OTHER JUDICIAL BODIES

Note 1: All Transcript pricing is per folio of 100 words.

Progressive Same Day Transcript

SERVICE	PRICE PER FOLIO (EXCL GST)	GST	PRICE PER FOLIO (INCL GST)
Progressive Same Day Transcript	■	■	■

One (1) day Turnaround

SERVICE	PRICE PER FOLIO (EXCL GST)	GST	PRICE PER FOLIO (INCL GST)
1 Day Turnaround Transcript	■	■	■

One and a Half (1.5) Day Turnaround

SERVICE	PRICE PER FOLIO (EXCL GST)	GST	PRICE PER FOLIO (INCL GST)
1.5 Day Turnaround Transcript	■	■	■

Three (3) Day Turnaround

SERVICE	PRICE PER FOLIO (EXCL GST)	GST	PRICE PER FOLIO (INCL GST)
3 Day Turnaround Transcript	■	■	■



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

8 PRICING FOR TRANSCRIPT SERVICES FOR LITIGANTS (YEARS 1 & 2)

Note 1: All Transcript pricing is per folio of 100 words.

Progressive Same Day Transcript

	PRICE PER FOLIO (EXCL GST)	GST	PRICE PER FOLIO (INCL GST)
1 Litigant	\$4.96	\$0.50	\$5.46
2 Litigants	\$4.22	\$0.42	\$4.64
3 or more Litigants	\$3.96	\$0.40	\$4.96

One (1) day Turnaround

	PRICE PER FOLIO (EXCL GST)	GST	PRICE PER FOLIO (INCL GST)
1 Litigant	\$4.85	\$0.48	\$5.33
2 Litigants	\$4.13	\$0.41	\$4.54
3 or more Litigants	\$3.88	\$0.39	\$4.27

One and a Half (1.5) Day Turnaround

	PRICE PER FOLIO (EXCL GST)	GST	PRICE PER FOLIO (INCL GST)
1 Litigant	\$3.95	\$0.40	\$4.35
2 Litigants	\$3.35	\$0.33	\$3.68
3 or more Litigants	\$3.15	\$0.31	\$3.46

Three (3) Day Turnaround

	PRICE PER FOLIO (EXCL GST)	GST	PRICE PER FOLIO (INCL GST)
1 Litigant	\$3.72	\$0.37	\$4.09
2 Litigants	\$3.17	\$0.32	\$3.49
3 or more Litigants	\$2.98	\$0.30	\$3.28



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

Five (5) Day Turnaround

	PRICE PER FOLIO (EXCL GST)	GST	PRICE PER FOLIO (INCL GST)
1 Litigant	\$3.60	\$0.36	\$3.96
2 Litigants	\$3.06	\$0.30	\$3.36
3 or more Litigants	\$2.88	\$0.29	\$3.17



9 CONDITIONS RELATING TO PRICING FOR TRANSCRIPT SERVICES

The following conditions apply to the Contract Price for the provision of Transcript Services

- (a) Transcript pricing is per folio (being 100 words of Transcript). The following shall be excluded from the word count:
 - (i) Paragraph numbering.
 - (ii) Header or footer information.
 - (iii) Other non-transcribed information such as lengthy extracts copied electronically into the Transcript.
- (b) Pricing for Transcript covers the provision of the primary copy of Transcript in either paper form or electronically or both. Provision of electronic Transcript will be via email or on disc.
- (c) Transcript produced in electronic and paper form is to be identical, including line or paragraph numbering, footers, indexes and the table of indexes.



10 ADDITIONAL CHARGES

Additional charges may be applied to the Court, Other Organisations, Other Judicial Bodies and Litigants for the following:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

11 CHARGES FOR THE PROVISION OF TRANSCRIPT TO THE MEDIA

Charges for the Provision of Transcript to the Media

The Contractor may charge copying/service fees where Transcript is provided to the media in accordance with the Court's policy, as set out in the Court's "Protocol for Media Access to Transcript". The policy provides that "the Transcript will not be provided (to the media) until the relevant Transcript provider has been paid any copying or service fee specified by the provider".

Copying / Service Fees

SERVICE	PRICE (EXCL GST)	GST	PRICE (INCL GST)
Transcript provided in paper form	████████████████████	████	████████████████████ ████████████████████
Transcript provided on disc	████████████████	████	████████████████ ████████████████
Transcript provided via email.	████████	████	████████████████
Other Charges	████	████	████████



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

12 PRICING FOR TRAVELLING AND ACCOMMODATION FOR THE COURT AND OTHER ORGANISATIONS

Capital Cities

SERVICE	PRICE (EXCL GST)	GST	PRICE (INCL GST)
Within 30 Km of GPO	[REDACTED]	[REDACTED]	[REDACTED]
Travel outside 30 Km of GPO.	[REDACTED]	[REDACTED]	[REDACTED]
Time spent travelling to and from assignment where outside 30 Km of GPO (Note 2).	[REDACTED]	[REDACTED]	[REDACTED]

Regional Locations (excluding matters heard "on country")

SERVICE	PRICE (EXCL GST)	GST	PRICE (INCL GST)
Travel costs (where not arranged by the Court) (Note 1)	[REDACTED]	[REDACTED]	[REDACTED]
Accommodation costs and allowances	[REDACTED]	[REDACTED]	[REDACTED]
Time spent travelling to and from assignment (Note 2)	[REDACTED]	[REDACTED]	[REDACTED]

Note 1: Where travel to regional locations is required, travel and other associated costs shall be charged on a per trip basis, with the Contractor to provide a proposal covering the expected costs for approval prior to each trip to the Court through the local Director, Court Services.

Note 2: This applies to specified Contractor personnel only.



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

Conditions for Pricing for Travel and Associated Expenses

- (a) No travel is to be undertaken for provision of the Services without prior approval of the Court through the local Director, Court Services.
- (b) The Contractor must use the same rates of travelling allowance paid to non-SES employees of the Court, or lower where actual costs can be identified. Details of current non-SES rates are available from the Court.
- (c) If the Contractor chooses to use other rates, these must not exceed the non-SES rates. Expenses claimed under alternate rates must be fully itemised and supported with relevant receipts as appropriate.
- (d) Air travel, where required by the Contractor's staff, shall be booked by the Court through the Court's contracted booking arrangements, unless agreed otherwise.
- (e) Payment for time spent travelling to and from assignment outside 30 Km of a GPO, shall apply only to specified Contractor personnel.
- (f) Travel allowance is not paid for part day travel, as per the Court's travel arrangements.
- (g) Travel and associated costs incurred by the contractor's personnel in the provision of Recording and Transcription services are to be included on the regular invoices. The invoices must clearly state the matter(s) and hearing date(s) for which the travel was undertaken.
- (h) The Contractor is to separately itemise invoices for taxi fares, hire of motor vehicles and other incidental costs incurred in the course of its contractual responsibilities. These costs are to be supported with receipts in all instances.
- (i) All recording and monitoring will be provided to each Registry by the Contractor's corresponding local office. In the event that the Contractor has to resource staff from another state or territory for the purpose to fulfil its contractual obligations, then this will be provided to the Court at no additional cost.
- (j) [REDACTED]



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

13 PRICING FOR THE PRODUCTION OF JUDGMENTS FOR THE FEDERAL MAGISTRATES COURT OF AUSTRALIA

Pricing for the preparation of judgments for the Federal Magistrates Court of Australia, as defined in Clause 1.3 (b) Other Organisations, in accordance with the specified judgment template, is as follows.

SERVICE	PRICE (EXCL GST)	GST	PRICE (INCL GST)
Preparation of judgments for the Federal Magistrates Court	████ ██████████	████	████



14 PRICING ARRANGEMENTS FOR THE PROVISION OF REAL-TIME SERVICES

Primary Real Time Pricing

A. Costs per Party (rate as specified) - Excluding GST		
1. Laptop hire from Contractor		
2. Fee for Transcription Analysis Application Licence per user		
3. Official Transcript		
Official Transcript [REDACTED] - 1 Party		
Official Transcript [REDACTED] - 2 Party		
Official Transcript [REDACTED] - 3 Party		
Official Transcript [REDACTED] - 4 Party		
Official Transcript [REDACTED] - 5 Party		

The folio rate is inclusive of the following items;

- Courtroom set up and decommissioning
- Official transcript
- Technology and training preparation for the Judge and Associate
- Planning for the Real Time
- Training of users in Transcription Analysis software
- Stenography and Scopist services
- Project Management of the in-court real-time services (all phases of the project)
- General Project Management and Administration (all phases of the project)
- Senior Project Management (all phases of the project)
- Technical Services (all phases of the project)
- Specialist Training Services (all phases of the project)

This folio rate is exclusive of the following items:

- Laptop computers
- Transcript analysing software licenses.



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

Alternative Real Time Pricing

A. Party Shared Costs (per day) - Excluding GST			
1. Stenographer and Scopist services			
2. Fee for Transcription Analysis Application Licence (Judge and Assoc.)			
B. Costs per Party (per hour) - Excluding GST			
1. Training of users in Transcription Analysis Application			
2. Set up and configuration of laptops (if applicable)			
C. Costs per Party (rate as specified) - Excluding GST			
1. Laptop hire from Contractor			
2. Fee for Transcription Analysis Application Licence per user			
3. Official Transcript			

14.2.1 Tables summarising the relevant Service Levels that the Parties may be charged in each Phase of a Real-Time Matter under the Alternative Real Time Pricing Model are outlined below:

Service	Price (excl. GST)	GST	Price (incl. GST)
General Project Management and Administration			
Senior Project Management			
Technical Services			
Specialist Training Services			

Pricing for Phase 1 – Preparation of a Real-Time Matter

Service	Price (excl. GST)	GST	Price (incl. GST)
General Project Management and Administration			
Senior Project Management			
Technical Services			
Specialist Training Services			

Planning for a Real-Time Matter (Phase 1)

Service	Price (excl. GST)	GST	Price (incl. GST)
General Project Management and Administration			
Senior Project Management			
Technical Services			

Preparation for the Judge and Associate (Phase 1) – *These costs are charged to the parties*

Service	Price (excl. GST)	GST	Price (incl. GST)
General Project Management and Administration			
Senior Project Management			
Technical Services			



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

Preparation for the Litigants (Phase 1)

Service	Price (excl. GST)	GST	Price (incl. GST)
General Project Management and Administration	██████	██████	██████
Senior Project Management Technical Services	██████	██████	██████

Setting Up the Courtroom (Phase 1)

Service	Price (excl. GST)	GST	Price (incl. GST)
Technical Services	██████	██████	██████

Pricing for Phase 2 – Daily Real-Time Services

Preparation and Delivery of the Final Transcript (Phase 2)

Service	Price (excl. GST)	GST	Price (incl. GST)
General Project Management and Administration	██████	██████	██████

Daily Technical Support for the Courtroom (Phase 2)

Service	Price (excl. GST)	GST	Price (incl. GST)
General Project Management and Administration	██████	██████	██████
Technical Services	██████	██████	██████

Daily Support for the Court and the Litigants (Phase 2)

Service	Price (excl. GST)	GST	Price (incl. GST)
General Project Management and Administration	██████	██████	██████
Technical Services	██████	██████	██████

Pricing for Phase 3 – Closing Down the Real-Time Matter

Service	Price (excl. GST)	GST	Price (incl. GST)
Technical Services	██████	██████	██████



15 INVOICE PROCEDURES

15.1 General

Invoices are to be provided electronically in Excel workbook format and are to include:

- (a) A summary page.
- (b) Excel worksheets covering services provided for individual judicial officers.

The information provided in any invoice for Services must include:

- (a) The state or territory in which the Services were provided.
- (b) The invoice number.
- (c) The order number assigned by the Contractor for Recording Orders and Transcript Orders.
- (d) The name of the judge; presiding judge; magistrate, judicial registrar; registrar or other person.
- (e) The matter number or other identifier in respect of the Proceedings.
- (f) The date or dates of provision of the Service.
- (g) The rates applicable to the Services provided.
- (h) The Recording time for which Recording Services were provided.
- (i) The number of folios of Transcript provided.
- (j) The total cost of the invoice.
- (k) Full details of any non-charging or reduced charging as required under the Contract.
- (l) Full details of any credit required under the contract.
- (m) Full details of any other credit due.

15.2 Invoices for Travel Accommodation and Meal and Subsistence Costs

The information provided in any invoice for travel, accommodation and associated costs must, where possible, include copies of receipts for the travel and subsistence costs, and in addition must include:

- (a) The names of the Litigants involved in the Proceedings in respect of which the Services were provided.
- (b) The matter number or other identifier in respect of the Proceedings in respect of which the Reporting Services were provided.
- (c) The location the Services were provided.
- (d) The date or dates the costs were incurred.
- (e) A description of the costs incurred.

15.3 Invoicing Arrangements for the Federal Magistrates Court of Australia and the Administrative Appeals Tribunal (Tasmania)

Invoices are to be made out to the Federal Magistrates Court of Australia as follows:

Federal Magistrates Court of Australia
305 William Street Melbourne VIC 3000



**FEDERAL COURT OF AUSTRALIA
CONDITIONS OF CONTRACT COURT REPORTING SERVICES**

Invoices are to be made out to the Administrative Appeals Tribunal (Tasmania) as follows:

Administrative Appeals Tribunal
GPO Box 9955
Hobart TAS 7001

15.4 Invoicing Arrangements where Judicial Officers perform work under other commissions

Where judges and other judicial officers perform work in Court courtrooms in respect of their other commissions, the cost will be met either by the Court or the other court or organisation in accordance with the arrangements shown in the table below.

Other Judicial Bodies	Invoicing Arrangements
Industrial Relations Court of Australia	No invoices expected (include in invoices to the Federal Court)
Supreme Court of the Australian Capital Territory	Supreme Court of the Australian Capital Territory Finance Section Department of Justice & Community Safety PO Box 1548 Canberra ACT 2601
Supreme Court of Fiji	Include in invoices to the Federal Court (Note 1)
Supreme Court of Cocos (Keeling) Islands	Include in invoices to the Federal Court (Note 1)
Supreme Court of Norfolk Island	Include in invoices to the Federal Court (Note 1)
Australian Industrial Relations Commission	Accounts Payable AIRC GPO Box 1994s Melbourne Victoria 3001
Administrative Appeals Tribunal	Accounts Payable Administrative Appeals Tribunal DX 10200 Sydney Stock Exchange
Australian Competition Tribunal	Include in invoices to the Federal Court (Note 1)
Copyright Tribunal	Include in invoices to the Federal Court (Note 1)
Federal Police Disciplinary Tribunal	Include in invoices to the Federal Court (Note 1)
Defence Force Discipline Appeals Tribunal	Include in invoices to the Federal Court (Note 1)
Australian Law Reform Commission	Australian Law Reform Commission GPO Box 3708 Sydney NSW 2001

Note 1: Invoices for these organisations are to be made out as follows:

Federal Court of Australia

[insert name of jurisdiction or organisation eg Australian Competition Tribunal]

[insert name of Federal Court Registry]

[insert Federal Court Registry address]



16 BENCHMARK ARRANGEMENTS

The Benchmark

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

Operation of the Benchmark

[REDACTED]

- [REDACTED]
 - [REDACTED]
 - [REDACTED]

- [REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

APPENDIX 4 - STATEMENT OF REQUIREMENTS FOR THE PROVISION AND MANAGEMENT OF REAL-TIME TRANSCRIPT SERVICES

(Including, Attachment A: Description of Services to be provided by the Court's Court Reporting Contractor and Attachment B: Transcript Format Requirements for Real-Time Providers)

APPENDIX 4 – PROVISION AND MANAGEMENT OF REAL-TIME SERVICES TO THE COURT AND LITIGANTS

TABLE OF CONTENTS

1 OVERVIEW OF SERVICES REQUIRED.....1

1.2 Where Services are to be Provided.....1

1.3 To Whom Services are to be Provided.....1

1.4 Cost of Real-Time Services2

2 REAL-TIME SERVICES – RESPONSIBILITIES OF THE COURT AND CONTRACTOR.....2

2.1 Responsibilities2

2.2 Responsibilities of the Court.....2

2.3 Responsibilities of the Court’s Court Reporting Contractor2

2.4 Roles – the litigants (or those acting on behalf of the litigants)4

2.5 Roles – Specifically for Real-Time Transcript Services4

2.6 Phases of a Real-Time Matter4

3 TRANSCRIPT REQUIREMENTS FOR REAL-TIME MATTERS5

3.1 Service Description.....5

3.2 Real-Time Transcript in the Courtroom.....5

3.3 Final Version of Each Day’s Transcript.....5

3.4 Transcript Delivery Time Frames5

3.5 Quality of Transcript6

4 USE OF COURTROOM TECHNOLOGY.....7

4.1 Service Description.....7

4.2 Technology to be provided for the Real-Time Matter.....7

4.3 Standard of Work7

4.4 Arrangements for Transmission of the Real-Time Transcript from the Court External Locations.....7

5 PROVISION OF STATISTICAL DATA.....8

5.1 Service Description.....8

ATTACHMENTS

ATTACHMENT	TITLE
Attachment A	Description of Services to be provided by the Court’s Court Reporting Contractor
Attachment B	Transcript Format Requirements for Real-Time Providers

1 OVERVIEW OF SERVICES REQUIRED

1.1.1 Executive Summary

While Real-Time recording and transcription represents only a portion of the overall provision of Court Reporting services that the Federal Court requires, notwithstanding it is a significant service that the Contractor will provide to the Court and Litigants. As such, these services may be provided by the Contractor itself, or with the Court's approval, the Contractor may engage a sub-contractor to provide this on their behalf.

1.1.2 There are four key objectives to be met through the management of real-time transcript services by the Contractor:

- (a) That use is made of existing courtroom technology, particularly sound reinforcement systems, hearing assistance systems and other technology that is relevant to courtroom proceedings.
- (b) That the final transcript (the "Court transcript"), which is produced daily for the Court and Litigants, meets the Court's Format for Transcript as shown at **Attachment B to this Appendix**.
- (c) That the electronic transcript is stored and retained in accordance with **clauses 17 and 18 of Appendix 2 – Statement of Requirements**.
- (d) That an audio recording of proceedings is made and stored and retained by the Contractor in accordance with **clauses 17 and 18 of Appendix 2 – Statement of Requirements**.

1.1.3 Generally, the Court will require the Contractor to provide the services to achieve the following:

- (a) The provision of real-time recording and transcription services to the Court and litigants in the courtroom.
- (b) The provision of the final version of the transcript in accordance with the Court's Transcript Format.
- (c) Use of existing courtroom technology, where relevant, particularly the Court's sound reinforcement systems.
- (d) Technology support for the duration of each real-time matter to ensure the courtroom technology works as a whole.
- (e) The making of an audio recording of proceedings and storage of the audio recording and electronic transcript in accordance with the Contract's requirements.
- (f) Support for the judge and associate in the use of the Transcript Analysis Application, as chosen and supplied by the Contractor, and agreed to its use by the Court.
- (g) Provision of training for the judge and associate and others in the use of the Transcript Analysis Application.
- (h) Provision of other services, as identified in the Requirements.

1.2 Where Services are to be Provided

1.2.1 The services are to be provided at all locations where required.

1.3 To Whom Services are to be Provided

1.3.1 Services are to be provided for the Court and litigants in proceedings conducted in Federal Court courtrooms, including other jurisdictions using Federal Court courtrooms and at external locations, if required.

1.3.2 Note: For the courtroom's setup, liaison is to be made with the Local Registry through direct contact with the Director, Court Services.

1.3.3 Other Commonwealth Law Courts and Tribunals who may become a signatory to the co-operative procurement arrangements as provided for in the Contract.

1.4 Cost of Real-Time Services

- 1.4.1 The following costs associated with the provision of real-time recording and transcript services are to be met by the Contractor:
- (a) The training for the judge and associate in the use of the Transcript Analysis Application, and any subsequent cost for support to the judge and associate in the use of the Transcript Analysis Application for the duration of the matter.
 - (b) The setting up and supporting the judge and associate in the use of Transcript Analysis Application for the duration of the matter.
 - (c) The storing of the digital audio recording of proceedings for the period required by the contract.

2 REAL-TIME SERVICES – RESPONSIBILITIES OF THE COURT AND CONTRACTOR

2.1 Responsibilities

The provision of real-time transcript services to the Court and Litigants involves responsibilities for the Court and the Court Reporting Contractor.

2.2 Responsibilities of the Court

The Court will:

- (a) provide the use of all existing courtroom technology owned by the Court, as relevant to each real-time matter. The technology includes:
 - the courtroom audio system, including sound reinforcement where installed
 - hearing assistance systems (or other technology for the hearing impaired)
 - teleconferencing
 - videoconferencing
- (b) Provide accommodation in the courtroom for the real-time reporters.
- (c) Within the limits of the local registry's capacity to accommodate the same, the Court will provide space and accommodation outside of the courtroom for the storage and operation of real-time equipment.
- (d) Provide PCs or some other form of technical equipment that will enable the judge and associate to receive and view the real-time transcript in the courtroom.
- (e) Provide a copy of the Transcript Analysis Application to the judge and associate for use with real-time matters.

2.3 Responsibilities of the Court's Court Reporting Contractor

The court reporting Contractor is to manage the provision of real-time recording and transcript services to the Court and Litigants. These management services are to include the following:

2.3.1 Planning for the Real-Time Matter

- (a) Establishing the specific requirements of the litigants for each real-time matter.
- (b) Establishing the specific requirements of the judge and their staff for each real-time matter.
- (c) Liaison with the Court and Litigants in relation to the planning of each real-time matter.

2.3.2 Services for the judge and associate

- (a) Provision of the real-time transcript in the courtroom to the judge and associate.

- (b) Provision of transcript in a format which meets the Court's Transcript Format specifications using the Transcript Analysis Application.
- (c) Provision of assistance with the setting up of specific software to be used by the judge and associate for the duration of each matter.
- (d) Provision of all training necessary for the judge and the judge's staff in the use of the Transcript Analysis Application to ensure that the judge and their staff are confident with the operation and functionality of the real-time services in the courtroom.

2.3.3 *Services for the litigants*

- (a) Provision of the real-time recording and transcript in the courtroom to the Litigants.
- (b) Provide assistance as required to set up the Litigants for each real time matter.

2.3.4 *Courtroom Technology*

- (a) Making available for use all Contractor-owned equipment located in the Court's courtrooms. All technology provided by the Contractor is to remain under the control of the Contractor, and is to be set up and operated by the Contractor's personnel.
- (b) Use of the Court's existing courtroom technology (existing at the time of each real-time matter) so as to:
 - ensure that sound reinforcement is used in the courtroom.
 - ensure that WH & S issues are avoided.
- (c) Provide any additional technology required for the delivery of real-time transcript in the courtroom, including additional display screens for the litigants.
- (d) Provide all necessary equipment for the delivery of real-time transcript to the display screens in the courtroom. The temporary installation of cabling must meet the Court's WHS, Technology Services and Property Services requirements.
- (e) Integration of all existing courtroom technology with the provision of real-time services.
- (f) Technical support for the duration of each real-time matter.
- (g) Ensuring that real-time transcript and all associated services are operational, not less than 24 hours prior to the scheduled commencement time for each real-time matter, subject to any variation agreed to by the presiding judge; and
- (h) To provide the Court with a completed "Test Schedule", 24 hours before the proceeding's commencement.

2.3.5 *Audio Recording*

- (a) Making a digital audio recording of the proceedings.
- (b) Storage of the digital audio recordings and the final version of the electronic transcript in accordance with the Contract requirements.

2.3.6 *Transcript*

- (a) Production of the final version of transcript in accordance with the Court's Format for Transcript, based on the edited real-time transcript.
- (b) Delivery of the Court transcript twice daily to the Court and to the Litigants in accordance with the time frame applicable to real-time transcript services, as specified in this Statement of Requirements.

2.3.7 Other

- (a) When required, work with any Contractor engaged by the Court and/or litigants for the provision of an "electronic trial", involving use of such elements as an electronic court book, an electronic database and evidence display etc.

2.4 Roles – the litigants (or those acting on their behalf)

2.4.1 Under the arrangements, it is expected that either the litigants or their legal representatives, will provide the following:

- (a) PCs for receiving and viewing the real-time transcript in the courtroom.
- (b) Relevant real-time software that will interface with the Court's Transcription Analysis Application.

2.5 Roles – Specifically for Real-Time Transcript Services

2.5.1 For real-time services provided to the Court and litigants, it is expected that the Contractor will:

- Provide court reporters that are qualified and skilled in the provision of real-time court reporting services.
- Provide the real-time court reporting technology, as follows:
 - Stenographic equipment
 - CAT software for producing the real-time feed to PCs in the courtroom. This software must be such that it can produce a generic feed for use by any real-time software products
- Produce the real-time transcript in the courtroom
- Provide a final of the official Court transcript which is prepared in accordance with the Court's Transcript Format).

2.6 Phases of a Real-Time Matter

The services to be provided by the Contractor are detailed at Attachment A to this Appendix and cover the following phases of a real-time matter:

Preparatory Services

Phase 1 – Project Planning

- Planning for a Real-Time Matter
- Preparation for the Judge / Associate
- Preparation for the Litigants
- Setting up the Courtroom

Phase 2 – Daily Operation

- Preparation and Delivery of the Final Transcript
- Daily Technical Support for the Courtroom
- Daily Support for the Court and Litigants

Phase 3 – Close Down

- Close Down the Courtroom
- Storage of the digital audio recording and electronic transcript

3 TRANSCRIPT REQUIREMENTS FOR REAL-TIME MATTERS

3.1 Service Description

- 3.1.1 Transcript in a real-time matter is to be produced as follows:
- (a) in real-time via display devices in the courtroom;
 - (b) as the Court transcript, representing the final, edited version of the real-time transcript. This is to be produced twice daily in accordance with the Court's Format for Transcript, and delivered to the Court and Litigants in accordance with the time frames set out below
 - (c) in other formats, if requested by the Litigants. However, these will not represent the official Court transcript.

3.2 Real-Time Transcript in the Courtroom

- 3.2.1 The Contractor is to provide the real-time transcript in the courtroom with the output available for displayed on monitors provided to the Court, the Litigants or the Contractor.
- 3.2.2 The Contractor is to arrange all real-time technology necessary to provide real-time services in the courtroom. This will include:
- (a) stenographic equipment;
 - (b) CAT software;
 - (c) any other real-time specific technology or equipment.
- 3.2.3 The real-time software used by the Contractor must produce a real-time transcript stream in a text format which is capable of being read by all of the major software products used for reading real-time transcript and specifically including:
- Transcript Analysis
 - LiveNote
 - Transcend
 - Any other compatible and acceptable software product used for reading real-time transcript
- 3.2.4 The Contractor must ensure that the real-time technology used is capable of providing a serial feed to the Court's IT systems. Currently, Cat 6A cabling is mostly used in the courtrooms.

3.3 Transcript Delivery Time Frames

- 3.3.1 The Court transcript is to be delivered in electronic form to the Court and the Litigants as follows:
- by not later than 30 minutes following resumption of the hearing following the luncheon adjournment, the Contractor will provide transcript for as much as possible of the portion of the real-time proceedings that was heard before the luncheon adjournment.
 - by two (2) hours following the adjournment to each day's hearing, the transcript for the portion of the real-time proceedings that occurred after luncheon and before each day's adjournment is to be provided.
- 3.3.2 Resolution of any issues regarding any late delivery of transcript shall be a matter for consideration between the litigants and the Contractor. The litigants may wish to seek reduced payment for late delivery of transcript from either the Contractor subject to the reason and responsibility for any late delivery.

3.4 Final Version of Each Day's Transcript

- 3.4.1 The final version of each day's real-time transcript must be produced in MS Word in accordance with the Court's Transcript Format, which will represent the official Court Transcript.
- 3.4.2 At the conclusion of each day's proceedings, it is expected that the final, edited version of the real-time transcript will be produced and formatted into the official version of the Court's Transcript. The

final version of each day's transcript must be produced using a formatting tool to ensure it meets the Court's Transcript Format requirements.

3.5 Cost of the Official Transcript to the Court

3.5.1 The Contractor will provide the official version of the Court's Transcript to the Court, free of charge. This transcript is to be provided in electronic form only, via email.

3.6 Quality of Transcript

3.6.1 It is expected that the final, edited official version of the Court's Transcript provided to the Court and Litigants will achieve 98% accuracy.

3.6.2 The litigants may seek to negotiate reduced payments with the Contractor where the level of service in the provision of transcript does not meet the standards for real-time transcript, as described in these Requirements.

4 USE OF COURTROOM TECHNOLOGY

4.1 Service Description

4.1.1 The Contractor is required to ensure that existing courtroom technology is used, where installed, to avoid duplication of technology in the courtroom and ensure that courtroom operations involving the following courtroom operations are not hindered in any way:

- Sound reinforcement (providing amplification of the courtroom audio system, whether owned by the Court or the Contractor and covering mixers, microphones and associated equipment)
- Support for the hearing impaired
- Videoconferencing
- Teleconferencing

4.2 Technology to be provided for the Real-Time Matter

4.2.1 The Contractor is to arrange the provision of all additional real-time technology to provide real-time the reporting services in the courtroom (see clause 4.2). The cost of additional technology will be borne by the litigants

4.2.2 The Contractor is to ensure that:

- The additional real-time technology is suitable for integrating with existing courtroom technology.
- The additional real-time technology must not interfere with the operation of hearing assistance systems or similar technology installed in the courtroom.

4.3 Standard of Work

4.3.1 For each real-time matter, the Contractor must ensure the following:

- WH & S requirements are met (e.g. all temporary floor cabling is to be covered and securely fixed to the floor; all loose cabling is to be tied and routed in a manner that it is unlikely to be accidentally dislodged)
- Courtroom furniture and finishes are protected from damage
- Any technical work undertaken in a courtroom is performed in accordance with the Court's building site conditions (e.g. noisy works to be undertaken outside of court sitting hours)
- At the completion of proceedings, the courtroom is to be returned to its previous condition within two days of cessation
- The Contractor is to obtain sign-off by the local FCA Representative that the closedown is completed to a satisfactory standard.

4.4 Arrangements for Transmission of the Real-Time Transcript from the Court to External Locations

4.4.1 The Contractor may make arrangements for the transmission of the real-time transcript to external locations. Such arrangements must conform with the Court's policies and requirements relating to:

- Access to the Internet from the courtroom, including use of wireless technology
- IT security

4.4.2 The cost of establishing and providing external services shall be a cost to the litigants.

5 PROVISION OF STATISTICAL DATA

5.1 Service Description

5.1.1 Following the completion of each real-time matter in which real-time services are used, the Contractor is to provide statistical data to the Court. This data will include the following:

- statistical data on recording services (e.g. number of hours of recording time);
- statistical data on transcript services (e.g. the number of folios of transcript provided);
- any other available statistical or other reasonable data sought by the Court in relation to the real-time matter, in accordance with the statistical reporting requirements set out at Attachment D - Specifications for Statistical Reporting Services.

APPENDIX 4 - ATTACHMENT A

TABLE OF CONTENTS

1	ESTABLISHMENT OF THE MANAGEMENT SERVICE	2
1.1	Initial Tasks.....	2
2	PHASE 1 – PLANNING AND PREPARATION FOR A REAL-TIME MATTER	3
2.1	Planning for a Real-time Matter.....	3
2.2	Preparation for the Judge and Associate	5
2.3	Preparation for the Parties	6
2.4	Setting-up the Courtroom for the real-time matter	7
3	PHASE 2 – DAILY SUPPORT OF THE REAL-TIME MATTER	11
3.1	Preparation & Delivery of the Final Transcript.....	11
3.2	Daily Technical Support for the Courtroom.....	11
3.3	Daily Support for the Court and Parties	12
4	PHASE 3 – CLOSE DOWN OF THE COURTROOM	14
4.1	Close Down of the Courtroom.....	14
4.2	Storage of Digital Audio Recording and the Electronic Transcript.....	14



1 ESTABLISHMENT OF THE MANAGEMENT SERVICE

1.1.1 Initial Tasks

The establishment of the real-time management services by the contractor will involve a number of preparatory tasks, including:

1. Development of a standard agreement between the contractor and the parties.
2. Preparation of an overview to explain how the arrangements work
3. Development of forms, checklists and other documents, including:
 - a. Client Enquiry form
 - b. Booking form
 - c. Matter Planning form
 - d. Court Requirements form
 - e. Party Requirements form
 - f. Courtroom Scoping and set up form
 - g. Daily Workflow form
 - h. Amendment of Services form
 - i. The contractor's price list, which in addition to hourly contract rates for management services, is to also include any additional fees and charges that may be associated with the establishment of a specific real-time matter (e.g. hardware / software)
 - j. Transcript Analysis Application training procedures
 - k. Transcript Preparation Checklist



PHASE 1 –PLANNING AND PREPARATION FOR A REAL-TIME MATTER

2.1 Planning for a Real-time Matter

Planning for a real-time matter will involve a number of tasks, including:

General

- Establish liaison arrangements between the parties and the Court
- Contact the Local Registry regarding courtroom planning using the Director, Court Services as the direct liaison

Parties

- Establish the requirements for the parties, including:
 - Number of connections required and location at the bar table(s)
 - Type of software to be used and whether required to be obtained
 - Internet access requirements
 - Remote real-time access requirements
 - Training requirements
 - Equipment requirements (and equipment sourcing arrangements)
 - Number and the type of transcripts required
 - Delivery arrangements for transcript

Court (judge and associate)

- Establish the requirements for the judge and associate, including:
 - Number of connections required
 - Training requirements
 - Delivery arrangements for transcript
 - Technology set up for use of Transcript analysis software by the judge and associate

Courtroom Planning

- Establish the requirements for the set-up of the courtroom, including:
 - Location of real-time reporters in the courtroom
 - Location of parties and counsel in the courtroom
 - Number and location of real-time connections
 - What real-time software will be used
 - Requirements for remote real-time access (including set up requirements)
 - Requirements for Internet access (including set up requirements)
 - Requirements for display screens and PCs for the judge and associate
 - Requirements for display screens and PCs for the parties



Sub Tasks:

- Handle enquiries from parties who are considering the use of real-time services.
- Ascertain the courtroom in which the matter is to be heard.
- Prepare an action plan for each party, outlining in detail their specific requirements.
- Prepare an action plan for the judge / associate, outlining in detail their specific requirements.
- Prepare an action plan for the set-up of the courtroom.
- Plan training for the judge and associate.
- Organise external providers to perform their tasks as and when requested to do so.
- Organise the various areas within the contractor's organisation to perform their duties as and when requested to do so.

Administration Sub Tasks:

- Establish a Project Manager for each real-time service.
- Identify participants:
 - parties
 - judge and associate (and others if required for a particular matter eg research assistant).
- Identify matter details.
- Identify the contact representative for the parties (as a group).
- Obtain contact details for all participants (chambers and parties).
- Obtain invoicing details for all parties.



2.2 Preparation for the Judge and Associate

The Court requires that the parties meet the cost of setting up the judge and associate to participate in the real-time matter. The Court will provide PCs and software for use by the judge and associate, but additional assistance may be required from the contractor as follows:

- Set up the PCs for the judge and associate to enable them to manage the real-time transcript using the transcript analysis program used by the Court.
- Provide training for the judge and associate in the use of the Transcript Analysis Application for managing the real-time transcript.

Sub Tasks:

- Assist, if required, with the installation and configuration of the Transcript Analysis Application on Court computers for use by the judge and associate (in conjunction with the Court's IT staff)

Notes regarding the use of the transcript analysis application by the judge and associate:

1. The Court will be provided with licences for the selected Transcript Analysis Application, and will allocate these to the judge and associate for use in conjunction with each real-time matter.
2. The Court will install the Transcript Analysis Application onto the relevant PCs and set up the trial database for use by the judge and associate.
3. Training for the judge and associate in the use of the Transcript Analysis Application will be required to be provided by the contractor.
4. Initial training and ongoing support during the Proceedings in the use of the Transcript Analysis Application for the judge and associate is to be provided by the Contractor and arranged via the Court's TS Help Desk (02 9230 8389).



2.3 Preparation for the Parties

Preparation for the parties will involve a number of tasks, including:

- Provide any training required in the use of:
 - software to be used in the courtroom with the real-time transcript;
 - equipment to be used in the courtroom.
- Arrange for PCs and other equipment for the parties to be obtained.
- Prepare, with the assistance of the litigants, a glossary of names and terms to be used in the real-time transcript.
- Ensure that the parties have or acquire the necessary software for use with the real-time transcript.

Notes:

1. Parties may use whichever real-time software they are currently using or prefer. The Court will use the contractor's selected Transcript Analysis Application. The Contractor must ensure that the real-time feed can be read by all products.
2. Parties will require "on line" licences for the real-time software that they use.



2.4 Setting-up the Courtroom for the real-time matter

For each real-time matter the Court Reporting Contractor is responsible for the setting up of the courtroom. In doing so, the contractor must ensure that this is done in accordance with the Court's requirements, including:

- ensuring use is made of existing courtroom technology, such as sound reinforcement systems and hearing aid assistance (where provided);
- setting up of the courtroom in accordance with WH&S requirements. Note cable covers must be used in lieu of tape for temporary cabling;
- ensuring that the set-up of the courtroom includes provision for the making of an audio recording of the proceedings.

The major tasks for the contractor are described below:

Provision of Equipment

- Arrange the provision of all equipment and cabling required for the real-time matter.

Set up the courtroom for the real-time matter

- Set up the real-time reporters in the courtroom.
- Set up and connect all equipment to be used for the real-time matter, to enable the real-time feed to be viewed on all display screens in the courtroom. This will involve setting up and connecting:
 - Real-time equipment
 - PCs for the judge and associate
 - PCs for the parties.
- Establish a real-time local area network (if required).

Note: The Contractor must ensure that the real-time technology used is capable of providing a serial feed to the Court's IT systems.

Set up any external access to the courtroom (Internet)

- Install and configure any real-time transcript servers required to provide remote access to the real-time transcript. This may be via ADSL or wireless Internet connections.
- Where Internet access is provided, this must comply with the Court's security policies and other requirements.

Set up and test other courtroom technology

- Ensure that all existing courtroom technology is operational for the real-time matter, including:
 - the existing courtroom audio system (microphones, audio mixer, sound reinforcement system (where installed))
 - hearing assistance system
 - teleconferencing and videoconferencing



Set up and test audio recording

- Set up for the audio recording of proceedings using the contractor's digital audio recording system

Test courtroom set up

- Ensure that all components of the real-time system are working prior to the commencement of the hearing:
 - display of the real-time transcript on the screens in the courtroom, Test the cabling installation by running simulated transcript stream over the real-time network;
 - all software used by the Court and parties;
 - digital audio recording of the proceedings;
 - all other technology components.
- Check Internet connectivity and liaise with remote users to ensure connectivity with the courtroom
- Obtain sign-off for the courtroom with the Court and parties prior to the commencement of the matter.

Sub Tasks:

General

- Use Court and party 'Action Plans' to determine the equipment the contractor's technical staff will be required to pack prior to going to court
- Prepare cabling schematic for the courtroom (including all real-time feeds)
- Liaise with the Court to gain access to the courtroom at least 24 hours in advance of a real-time matter

Provision of Equipment

- Arrange the provision of all equipment and cabling for the real-time matter, including:
 - obtain equipment from Contractor stocks or other sources (e.g. hire);
 - transport equipment to courtroom;
 - unpack equipment and install in the courtroom.
- Set up a digital data broadcast box to distribute the real-time data feed to PCs in the courtroom
- Supply, install and manage the integration of all temporary cabling required for real-time recording

Set up the courtroom for the real-time matter

- Set up the real-time reporters at a suitable location in the courtroom (preferably located between the judge, witness and counsel – to see everyone who is speaking) and set up equipment for their use.



Federal Court of Australia Contract for the Provision of Court Reporting Services

- Provide a mini-jack feed from the mixer to this location.
- Provide RS-232 serial connector to this location. Attach real-time cabling to connector and terminate in digital data broadcast equipment.
- Ensure that the Contractor is using the CaseView “standard” (as commonly understood) to produce the real-time transcript. This will enable parties and the Court to use the real-time software of their choice.
- Monitor the installation of the equipment and integrate all existing courtroom equipment with the Contractor equipment.
- Ensure that all real-time software is compatible (note that any software updates are the responsibility of the Court / parties, as applicable).

Example: versions of Transcript Checker

- Set up real-time feeds required in the courtroom:
 - judge;
 - associate;
 - parties (number and where seated).
- Connect all equipment to be used for the real-time matter. Provide cabling and power for this purpose:
 - run real-time cabling from data broadcast equipment to pre-determined locations using courtroom sitemap. Terminate cabling with RJ-12 to DB-9 connectors in the event of a serial transmission solution or RJ-45 in the event of a TCP/IP transmission solution;
 - secure cabling in the courtroom;
 - provide cabling and power for this purpose.
- If required, establish an audio feed from the digital audio recording system to the Contractor’s equipment for the real-time reporter.
- Adjust, reconfigure or replace any problematic equipment.

Set up and test other courtroom technology

- Ensure all other courtroom technology is working (other than the set up of the specialised real-time hardware and software) e.g.:
 - sound reinforcement system (must be used, if installed);
 - hearing assistance system (check if required and available).

Note: If hearing aid assistance is required, the Contractor is to ensure that the facilities are working (i.e. test the facilities). This may require the Court to arrange for these facilities to be tested by other contractors (i.e. the suppliers of the hearing assistance system).

- Any other technology set up (e.g. evidence display (see note 1), interface to teleconferencing).
- Perform acceptance testing of the integrated courtroom.



Set up and test audio recording

- Set up for the audio recording of proceedings using the contractor's digital audio recording system. Make any necessary configuration adjustments to existing audio set up.

Other

Should the matter be adjourned for an extended period, the Contractor is to manage de-installation of the real-time equipment, manage the removal of temporary cabling and reinstate courtroom technology and infrastructure to its usual presentation.



3 PHASE 2 – DAILY SUPPORT OF THE REAL-TIME MATTER

3.1 Preparation & Delivery of the Final Transcript

The Court requires the contractor to produce the Court transcript in accordance with the Court's Transcript Format Specifications.

This requires the use of specialised software (Transcript Production Manager) which has been developed to ensure that the Court transcript is correctly formatted.

This will involve the contractor in the following tasks.

- To prepare the edited real-time transcript for preparation of the Court transcript in accordance with the Court's Transcript Format requirements.
- Ascertain if there are any errors or issues with the edited real-time transcript and determine severity level of any errors.
- Level 1 – Major error requiring transcript to be returned to the Contractor for correction – portion of transcript missing, consistent spelling errors etc.
- Level 2 – Minor formatting errors which can be easily corrected by the contractor's transcript production supervisor.
- Produce / prepare the Court transcript from the edited real-time transcript, to meet the Court's Transcript Format.
- If there are errors in the transcript, then take appropriate action e.g.:
 - deliver transcript to meet the requirements of the Court and the parties. Generally, transcript will be delivered via email, although arrangements may be made for delivery of transcript in paper form.
 - prepare other versions of the real-time transcript to meet any individual party requirements, accompanied with the advice that the requirements do not represent the Court's official transcript.

3.2 Daily Technical Support for the Courtroom

The contractor is required to provide daily technical support for each real-time matter. This will involve the following tasks:

Prior to the resumption of each day's proceedings:

- Set up the Court and party computer systems to receive real-time transcript for each session
- Ensure that the real-time network is operational, and that the real-time feed is being delivered to and received by all courtroom PCs
- Ensure that the digital audio recording system is working
- Commence the digital audio recording for each day's proceedings
- Ensure that all courtroom technology is operational, including the sound reinforcement system
- Respond to any technical questions / requests for assistance from all users



**Federal Court of Australia
Contract for the Provision of Court Reporting Services**

- Liaise with third-party providers in the event of issues outside the contractor's control
- Remain in the courtroom for 15 minutes after the commencement of proceedings to ensure that all technology is working satisfactorily

During the day:

- Perform ongoing monitoring of the integrity of the audio recording stream
- Be on call throughout the day to answer telephone enquiries and attend the courtroom should on-site assistance be required
- Stop and re-commence the digital audio recording as required

At the conclusion of each day's proceedings:

- Close down all courtroom technology. This may include provision of assistance to the Court and/or parties to close down their systems
- Close down the courtroom digital audio recording system

Audio Recording, Storage & Archive of Court Proceedings / Transcript

- Make an audio recording of the proceedings
- Manage the transfer of the digital audio recording from the courtroom recording system to the contractor's file servers
- Perform a daily backup of the digital audio recording to tape, for storage purposes

Sub Tasks:

Digital audio recording

- Open the digital audio recording system and ensure the software is operational
- Perform a sound check of the digital audio recording system:
 - in the event that the on-site technician is unable to start recording, 1st level support will undertake this role.

Real-Time

- Perform a Store and Merge of the Transcript Analysis Application of the previous day's transcript on the Court and party computers (as required).
- Ensure ongoing connectivity between the Contractors system and the courtroom audio system.
- Deal with any issues or problems.

3.3 Daily Support for the Court and Parties

During a real-time matter, the contractor is required to provide daily support to the Court and the parties. This will include the following:

3.3.1 Liaise with the Court and parties to ensure that the services are meeting the requirements for both, including:

- ensuring that transcript is delivered on time;
- identifying and resolving issues;
- providing general customer service to the Court and parties;



**Federal Court of Australia
Contract for the Provision of Court Reporting Services**

- liaise with providers of third party products and services to ensure these services are being provided satisfactorily;
- provide ongoing support and training to the judge and associate;
- provide ongoing technical support to maintain the real-time transcript database for the judge and associate throughout the life of the trial;
- provide general administration tasks for each real-time matter.



4 PHASE 3 – CLOSE DOWN OF THE COURTROOM

4.1 Close Down of the Courtroom

At the close of the real-time matter, the courtroom is to be returned to its usual presentation within two days of the cessation of proceedings. This will involve the contractor in performing the following tasks:

- Closing down all computer systems (hardware and software) used for the real-time matter
- Return cabling and temporary equipment to the contractor's offices
- Removal of PCs/ Technical Equipment for the judge and associate (by the Court)
- Arranging for the removal from the courtroom of all equipment and cabling used for the real-time matter and arrange for all equipment to be returned to source, including:
 - Real-time court reporting equipment;
 - PCs and any other equipment used by the parties;
 - any other equipment used (e.g. file servers, wireless equipment);
 - reconfiguration of all courtroom technology to return the courtroom to normal standard;
 - testing of all courtroom technology prior to re-use by the Court;
 - general clean-up of the courtroom and check for damage to courtroom furniture.

Notes:

This will include providing assistance with and overseeing the:

1. closing down of all hardware and software, and removing all specialised real-time equipment;
2. reconfiguration of the digital recording system, the repositioning of microphones etc.; and,
3. parties removing any equipment brought into the courtroom;
4. to be completed within two days of the cessation of proceedings; and
5. contractor to obtain sign-off by the local FCA Representative that the closedown is completed to a satisfactory standard

4.2 Storage of Digital Audio Recording and the Electronic Transcript

The Court requires that the contractor store the digital audio recording and the electronic transcript for a period of ten years. This is to ensure that the audio recording is available for any subsequent appeal.

APPENDIX 4 - ATTACHMENT B: FORMAT REQUIREMENTS

TABLE OF CONTENTS

1	INTRODUCTION	1
2.	TRANSCRIPT CONVENTIONS	2
3.	STRUCTURED TRANSCRIPT	4
4.	TIME RECORDING	7
5.	EDITING OF TRANSCRIPT	8
6.	PRODUCTION OF TRANSCRIPT	9
7.	COVERING PAGE OF TRANSCRIPT	9
8.	PAGE SPECIFICATIONS	9
9.	LINE AND PAGE NUMBERING	9
10.	FOOTER	9
11.	INDEXES OF WITNESSES AND EXHIBITS AND MFIs	9



1 INTRODUCTION

Where real-time transcript services are provided, two versions of the transcript are produced:

- (a) the real-time transcript produced in the courtroom and displayed via monitors in the courtroom; and
- (b) the final transcript which is produced from the real-time transcript.

The latter represents the Court's official transcript, and is the transcript to be used for reference in the courtroom and for other purposes (e.g. submissions and appeal books).

The format of this transcript is to exactly match the transcript produced in non real-time matters. This document sets out the Format to be applied when Real-Time transcript is produced. The Contractor will then produce the final Court transcript, applying further Format requirements before delivery to the Court and parties.



2. TRANSCRIPT CONVENTIONS

Name of Judge.

The Judge, Magistrate or Registrar presiding over proceedings shall be shown in upper case, in the following way:

HIS/HER HONOUR (for Judge or Magistrate)
J. REGISTRAR (for Judicial Registrar)
D. REGISTRAR (for Deputy Registrar)
REGISTRAR (generic)

The text of their speech shall follow directly.

Names of Counsel

The name of Counsel, when speaking, shall be typed in upper case, their title (generally MR or MS but to be varied to MRS to MISS if requested) followed by their surname. This also applies if Counsel assisting the Federal Court is appearing.

e.g. MR SMITH

Names of Witnesses

Names of witnesses shall be in full, in upper case and bold. Details of how witness events are to be recorded are shown under the heading "WITNESS EVENTS" in section 6 - "Structured Transcript".

e.g. **JOHN ANDREW SMITH**

Names (General)

Where a person is referred to in the proceedings by their title (eg Mr, Mrs, Miss, Ms), their title shall be recorded as an abbreviation.

Where persons in the same family have the same first name, then they are to be distinguished in the transcript as they would be to others (eg Mr Norm Phillip senior and Mr Norm Phillip junior). This would be typed as Mr Norm Phillip Snr and Mr Norm Phillip Jnr.

Exhibits and MFIs

Exhibits and MFIs shall be in upper case and bold. Details of the recording of exhibits and MFIs are shown under the heading "EXHIBITS AND MFIs" in section 6 - "Structured Transcript".

e.g. **EXHIBIT #15 - FINANCIAL STATEMENTS AND ACCOUNTS OF A COMPANY PTY LTD**

Where an exhibit was previously an MFI, it is to be recorded as an exhibit as follows:

EXHIBIT #16 - FORMERLY MFI F3

Voir Dire

Where a matter involves discussion in voir dire, it shall be recorded as

ON VOIR DIRE

Cessation of evidence discussed in voir dire shall be indicated by the commencement of examination eg:

EXAMINATION BY



Indistinct Material

Indistinct material is to be represented by five dots, except for the name of a person which is to be represented by ten dots eg:

“word word wordword word word” (where the dots represent the indistinct word or words)

Where transcript containing indistinct material is provided to the Court and/or parties, it is to be accompanied by a cover note identifying the indistinct material. This will assist the Court and/or parties in completing the transcript.

Quotations

Where a quotation is referred to in the transcript, the general rules are:

- (a) the quote is to be recorded in full (unless a very long quote);
- (b) the quote is to be in italics;
- (c) it is to be indented (10 mm);
- (d) quotation marks are not required;
- (e) lead in words by counsel are to be recorded.

It will be the responsibility of the monitor to obtain a copy of the quote, for inclusion in the transcript, either from the associate during or immediately following the proceedings or through subsequent contact with the associate.

Recording of Numbers

Numbers one to nine are generally to be written as words appropriate to the context except where accompanied by a fraction or as part of a date, measurement, postal address, or section of an Act, or the context suggests the use of numerical symbols.

Other numbers are generally to be expressed as numeric characters appropriate to their context, except at the beginning of a sentence.

Question and Answer Format

Where appropriate, answers to questions should appear immediately after the question, in the same paragraph, separated by three dots or equivalent, as follows:

“That was because of the early nature of the drafts, in other words, they were relatively early pieces of work, correct?---That is correct.”

Events

The following conventions are to be used to record key events:

ADJOURNED
RESUMED
MATTER ADJOURNED



3. STRUCTURED TRANSCRIPT

The purpose of a structured transcript is to enable the end user to more easily obtain reports in electronic form of evidence given by witnesses (“Witness Events”) and on exhibits and MFIs.

WITNESS EVENTS

Begin Mode

The format used to introduce new witnesses shall be as follows:

[flag][witness name][witness status]

The [flag] used in the Federal Court shall be the “<” sign

The [witness name] is the full name of the witness (given names followed by surname)

The [witness status] may be any one of the following:

Sworn	On former oath	Recalled
Affirmed	On former affirmation	Re-affirmed
Called	Recalled and resworn	
Recalled	Recalled and re-affirmed	

Others may be added to this list.

Examples of Begin Mode

<JOHN ANDREW SMITH, SWORN
<JOHN ANDREW SMITH, RECALLED

Body Mode

The format to be used for the different stages of examination are:

[flag][mode status][legal practitioner or advocate][continuing].

The [flag] used for the Federal Court is the “<” sign.

The [mode status] can be any of the following phrases:

EXAMINATION-IN-CHIEF BY
EXAMINATION BY
CROSS-EXAMINATION BY
RE-EXAMINATION BY
FURTHER EXAMINATION BY
FURTHER CROSS-EXAMINATION BY
FURTHER RE-EXAMINATION BY

The [legal practitioner or advocate] is the name of the legal practitioner or advocate carrying out the examination.

The [continuing] is an optional flag and can be either present or not.



Examples of Body Mode

**<EXAMINATION-IN-CHIEF BY MR SMITH
<EXAMINATION BY MR BROWN
<CROSS-EXAMINATION BY MR JONES
<ON VOIR DIRE BY**

The conclusion of discussion in voir dire is to be signified by using another BODY MODE eg.

<EXAMINATION BY MR BROWN

End Mode

The format used for the different stages of examination shall be as follows:

[flag][mode status]

The [flag] used in the Federal Court shall be the “less than” sign “<”

The [mode status] shall be the phrase “the witness withdrew”

Examples of End Mode

**<THE WITNESS WITHDREW
<WITNESS ASSISTING
<WITNESS INTERPRETING**

Note: Words signifying Witness Events in structured transcript are not case sensitive.



EXHIBITS AND MFIs

The format for the recording of exhibits and MFIs shall be as follows:

Exhibit # [number][description]

The [number] is the number of the exhibit

The [description] is the description of the exhibit

Within the description:

- (a) there are to be no new lines (hard returns)
- (b) there must be two blank lines before and following each exhibit description
- (c) if the date of the exhibit is available it must be entered as dd/mm/yyyy
- (d) the next person speaking must be identified

Example of Exhibits/MFIs

EXHIBIT #21 OVERDRAFT FACILITY LETTER

EXHIBIT #25 AFFIDAVIT BY JOHN SMITH DATED 01/05/2004

MFI #3 FOLDER INCLUDING ITEMS IDENTIFIED BY THE WITNESS

CHECKING OF STRUCTURED TRANSCRIPT

On completion of the preparation of transcript in electronic form, the real-time transcript must be checked via “**Transcript Checker**”, or an equivalent, to verify the integrity of the structured format prior to being forwarded to the Court’s court reporting contractor.



4. TIME RECORDING

The time is to be recorded when the following events occur:

- all witness events
- an adjournment is called
- proceedings resume following an adjournment
- the commencement of proceedings (on the cover sheet)
- the cessation of proceedings (last page of transcript)

The time notation is to be right justified on the same line.

Suggested examples are:

<THE WITNESS WITHDREW	[2.59 pm]
ADJOURNED	[2.59 pm]
RESUMED	[2.59 pm]

MATTER ADJOURNED at 3.59 pm UNTIL WEDNESDAY, 28 AUGUST 2004



5. EDITING OF TRANSCRIPT

The transcript is to be a verbatim record of the words spoken by all participants (judges, magistrates, registrars, counsel, legal representatives, witnesses and others).

However, some editing should occur in transcribing the proceedings to make them readable and to provide a professional document for the Court and parties. This might include:

- non-transcribing of such sounds as “um”, “ah”, etc.;
- non-transcribing of administrative matters or matters of no substance to the case. Examples might include:
 - discussion of administrative matters prior to an adjournment (but record time to resume the next day).

A presiding judicial officer may direct that scandalous or otherwise objectionable remarks in a proceeding not be recorded in the transcript of the proceeding.



6. PRODUCTION OF TRANSCRIPT

Final production of the Transcript shall be undertaken by the court reporting contractor and delivered to the Court, the legal representatives for the parties, the parties and others entitled to receive the real-time transcript.

7. COVERING PAGE OF TRANSCRIPT

The first page of transcript produced for matters being heard using real-time technology, shall be prepared by the court reporting contractor.

8. PAGE SPECIFICATIONS

Each page of the transcript shall be formatted in accordance with the Court's Transcript Format. This task is to be performed by the court reporting contractor.

9. LINE AND PAGE NUMBERING

Line and page numbering shall be in accordance with the Court's Transcript Format. This task is to be performed by the court reporting contractor.

10. FOOTER

There shall be a footer which is to be prepared by the court reporting contractor in accordance with the Court's Format for Transcript.

11. INDEXES OF WITNESSES AND EXHIBITS AND MFIS

At the conclusion of each day's transcript, two indexes are to be prepared by the court reporting contractor.

- (a) an index of Witness events; and
- (b) an index of Exhibits and MFIs

These Indexes are to contain details as recorded for witnesses and exhibits/MFIs using structured transcript.

APPENDIX 5 - DEED OF CONFIDENTIALITY

DEED OF AGREEMENT

DATED

25th DAY OF MARCH 2013

THIS AGREEMENT IS MADE BETWEEN

The Commonwealth of Australia represented by the **Federal Court of Australia**

ABN 49 110 847 399

(the "**Court**")

AND

AUSCRIPT AUSTRALASIA PTY LTD

(the "**Contractor**")

ABN 72 110 028 825

The party specified in the Schedule

(the "**Confidant**")

RECITALS

- A. (the "**Contractor**") and the Court are parties to a contract in relation to the provision of court reporting services contract reference, (the "**Contract**").
 - B. The Confidant provides the undertakings set out below in respect of work to be performed, and information to be acquired, directly or indirectly in connection with the Contract.
-

OPERATIVE PROVISIONS

1 INTERPRETATION

1.1 Definition

“**Information**” means information, documents, and data stored by any means and any information made available to me in the course of my dealings with the Court and includes information relating to:

- (a) any intellectual property rights of the Court;
- (b) to the financial position or reputation of the Court;
- (c) the internal management and structure of the Court;
- (d) the personnel, policies and strategies of the Court;
- (e) the Court clients or suppliers;

and information of the Court that has any actual or potential commercial value to the Court or to the person or corporation which supplied that information.

2 NON-DISCLOSURE

- 2.1 I will treat as secret and confidential all Information to which I have access or which is disclosed to me.
- 2.2 If the Court grants its consent for me to disclose information, it may impose conditions on that consent. In particular, the Court may require that I obtain the execution of a Deed in these terms by the person to whom I propose to disclose the Information.
- 2.3 My obligations under this Deed will not be taken to have been breached where I am legally required to disclose the Information.

3 RESTRICTION ON USE

- 3.1 I will use the Information only for the purpose of my dealings with the Court (whether directly or indirectly).
- 3.2 I will not copy or reproduce the Information without the approval of the Court, will not allow any other person outside the Court access to the Information and will take all necessary precautions to prevent unauthorised access to or copying of the Information in my control.

4 SURVIVAL

This Deed will survive the termination or expiry of any contract between the Court and me providing for the performance of the Contract by me (whether directly or indirectly).

5 POWERS OF THE CUSTOMER

Immediately upon request by the Court, I must deliver to the Court all documents in my possession or control containing Information.

If at the time of such a request I am aware that documents containing Information are beyond my possession or control, then I must provide full details of where the documents containing the Information are, and the identity of the person who has control of them.

6 APPLICABLE LAW

This Deed will be governed in accordance with the law in the State or Territory where work is performed, and information is acquired, directly or indirectly in connection with the Contract.

7 THE SCHEDULE

Name of the Confidant

Residential address of the Confidant

EXECUTION – SIGNED FOR AND ON BEHALF OF

The Court’s representative

Name (print) *WARWICK CURTENE SOOEN*

Position *CEO/REGISTRAR*


Signature and date *[Signature]* *25/3/13*

The Confidant

Name (print)

Position

Signature and date



APPENDIX 6 – UNCONDITIONAL FINANCIAL UNDERTAKING

DEED OF AGREEMENT

DATED

25th DAY of MARCH 2013

THIS AGREEMENT IS MADE BETWEEN

The Commonwealth of Australia represented by the **Federal Court of Australia**

ABN 49 110 847 399

(the "**Court**")

AND

████████████████████.....ACN/ABN..████████████████████.....
[insert name and ACN/ABN of the financial institution]

(the "**Guarantor**")

What is agreed:

Auscript Australasia Pty Ltd (the "**Contractor**") has agreed to supply Services and/or Products to the Court pursuant to a contract in relation to the provision of court reporting services contract reference CON PA3171, (the "**Contract**"). The following undertakings are given in respect of the Contract:

1. The Guarantor unconditionally agrees to pay to the Court on demand without reference to the Contractor and separate from any notice given by the Contractor to the Guarantor not to pay same, any sum or sums which may from time to time be demanded in writing by the Court to a maximum aggregate sum of ██████████
2. The Guarantor's liability under this Undertaking will be a continuing liability until payment is made up to the maximum aggregate sum or the Court notifies the Guarantor that this undertaking is no longer required.
3. This undertaking shall be governed by and construed in accordance with the laws in force in the *State of New South Wales*.
4. A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy electronically (electronic mail or facsimile) to the

address last advised by one of them to the other. Where the notice is given or served electronically, the sending party must confirm receipt by any other means.

The address for services of notice for a party is, in the case of the:

Guarantor

Physical address
Postal address
Phone number
Fax number
Email address

Contractor

Peter Wyatt, Chief Executive Office and Managing Director

Auscript Australasia Pty Ltd
Level 22
179 Turbot Street
Brisbane QLD 4000

Court

Warwick Soden, CEO and Registrar

The Federal Court of Australia
Principal Registry
Level 16
Law Courts Building
Queens Square
Sydney NSW 2000

or such other address as a party may notify to the other party in writing from time to time.

A notice or other communication is deemed to be received if:

- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
- (b) sent by post from and to an address within Australia, after three (3) working days;
- (c) sent by post from or to an address outside Australia, after ten (10) working days;
- (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours);

- (e) sent by electronic mail, only in the event that the other party acknowledges receipt by any means; or
- (f) sent by any other electronic means, only in the event that the other party acknowledges receipt by any means.

In witness whereof the parties to this Deed of Agreement have executed the Deed as at the date first written.

Signed for and on behalf of the Court

by... WARWICK SODEN
[insert name of the Court's Representative]

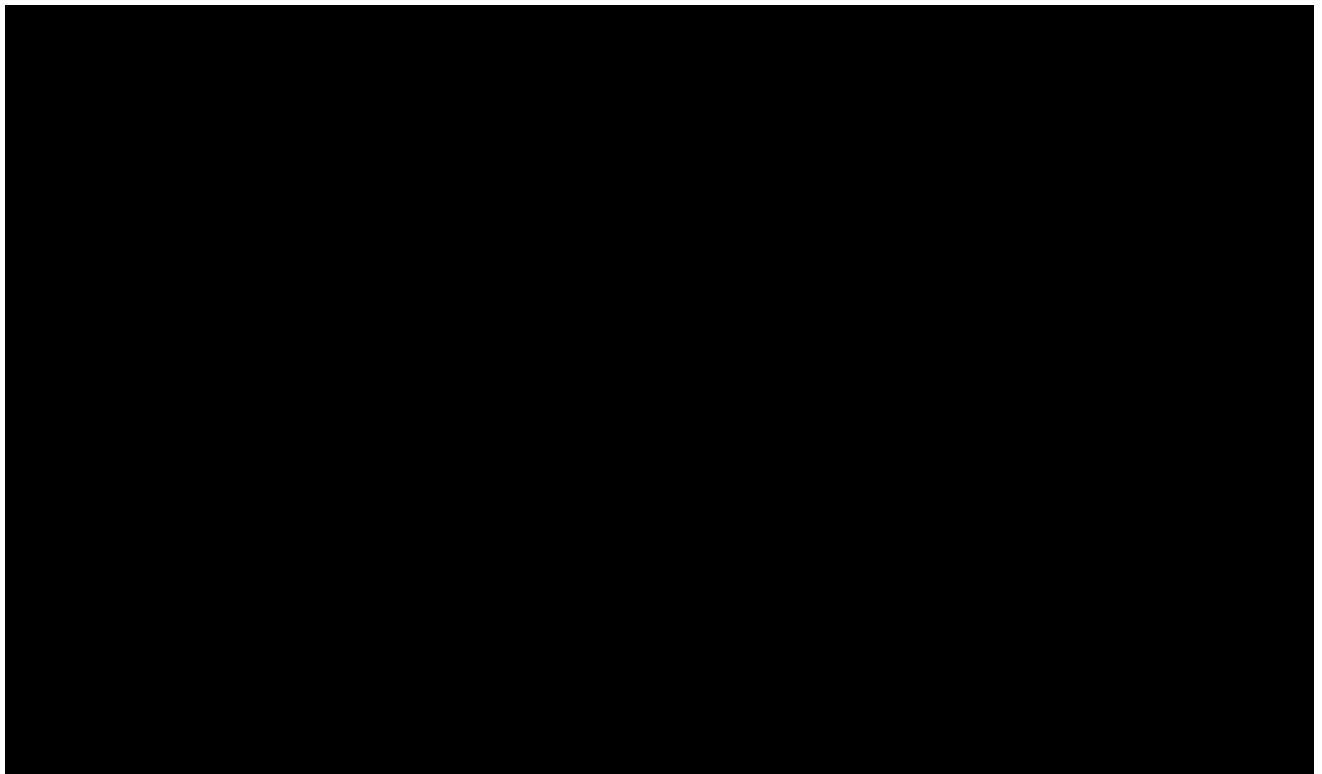


[signature of Court's Representative]

in the presence of... CHRISTOPHER KING
[insert name of witness]



[signature of witness]



Where an attorney or other agent executes this Deed or affixes a seal on behalf of a Guarantor, the form of execution must indicate the source of this authority and such authority must be in the form of a deed and a certified copy thereof provided to the Court

APPENDIX 7 – Commonwealth Court or Tribunal Order Form

The Contractor has offered under clause 3.9 of the Contract specified at item 1 below to provide the Services to other Commonwealth Courts or Tribunals.

The specified Commonwealth Court or Tribunal item 3 below accepts this offer on the terms and conditions set out in the Contract and in this Order Form. If there is an inconsistency between this Order Form and any other provisions of the Contract, the terms and conditions in this Order Form will prevail to the extent of any inconsistency.

1.	Contract description	Court Reporting Services Contract between the Commonwealth of Australia (as represented by the Federal Court of Australia} and [<i>insert</i>] dated [<i>insert</i>].
2.	Names of Parties to the Contract	
3.	Customer	<i>[Insert Nominated Agency name]</i> A reference to <i>[insert name of the contracting Agency]</i> or the Customer in the Contract will be taken as a reference to <i>[the Nominated Agency]</i>
4.	Commencement Date	
5.	Customer Representative	Title: Name: Postal Address: Fax number: Email:
6.	Customer's details for Notices	Postal address: Physical address: Facsimile number:
7.	Contractor Specified Personnel	<i>[insert names]</i>
8.	Services required (including any changes to the Statement of Work)	<i>[attach additional pages if required]</i>
9.	Proposed pricing structure for the Services (including revised Schedule 3, if required)	<i>[attach additional pages if required]</i>

APPENDIX 8: INTELLECTUAL PROPERTY REGISTER

Register of Pre-existing Material (Third-Party Material and Auscript Australasia Pty Ltd Proprietary Material)

Category	Name	Created	Latest Update	Description
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Category	Name	Created	Latest Update	Description
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Category	Name	Created	Latest Update	Description
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Item	Reference	Clause	Reason
█	█	█	█
█	█	█	█
█	█	█	█
█	█	█	█
█	█	█	█
█	█	█	█
█	█	█	█
█	█	█	█
█	█	█	█
█	█	█	█

Item	Reference	Clause	Reason
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]