

AUSTRALIAN NATIONAL AUDIT OFFICE ACCESS CLAUSES

The following table provides details on contracts let during 2007-08 of \$100,000 or more (inclusive of GST) that did not provide the standard Australian National Audit Office access clause and the reason for non-compliance.

Name of Contractor	Purpose	Contract Value 2007-08	Reason for non-compliance
CIT Financial (Australia) Ltd	Annual lease charges for IT Equipment	\$123,009	B
CIT Group (Australia) Ltd	Lease extension for Western Australia AIFS servers	\$146,073	B
NEC Australia	SX6 Maintenance for April to June 2008	\$297,000	B
Oracle Corporation Australia	Software license & support	\$244,043	B
Powertel Ltd	Head Office telephone services	\$116,995	B
Bovis Lend Lease	Fit out works at Queensland Regional Office	\$2,571,194	A
Contract Control Services	Installation of radar tower at Bairnsdale, Victoria	\$631,086	A
Dept of Agriculture & Food	Property Services Eucla system upgrade	\$110,000	B
SIME Building and Construction	Construction costs for field office at Esperance, Western Australia	\$537,960	A
Eveready Partitions P/L	Fit-out works	\$1,697,074	A
Morris Civil Pty Ltd	Construction fees for Sydney Doppler radar	\$439,414	A
Norbuilt Pty Ltd	Construction costs for field office at Broome, Western Australia	\$2,963,447	A
CSIRO	Charter of RV Southern Surveyor	\$220,000	A
UK Met Office	Licence for use of European Centre for Medium-Range Weather Forecasts (ECMWF) data and products	\$135,194	D
IOC/UNESCO	Contributions to the IOC Secretariat for ICG/IOTWS	\$400,000	C

Name of Contractor	Purpose	Contract Value 2007-08	Reason for non-compliance
Melbourne University Publishing Ltd	Purchase of copies of book <i>The Weather Watchers</i> by David Day	\$110,847	E
SAP Australia Pty Ltd	SAP 2008 maintenance fee	\$217,647	B
World Meteorological Organization	WMO - Aust. Assessed Contribution to WMO for 2008	\$1,150,669	C

The standard access clause reads as follows:

'20. ACCOUNTABILITY

20.1 The Contractor agrees to give to the Project Officer, or to any persons authorised in writing by the Project Officer, access to premises and all other necessary assistance to inspect the manufacture of the Goods.

20.2 Without limitation to the generality of clause 20.1 of these General Conditions of Contract the assistance to be provided by the Contractor shall include, as appropriate:

- (a) the provision of documents or any other Material, and making available relevant Personnel of the Contractor to provide information or answer questions on any matters relevant to or arising from this Contract or the performance of the Contract which might reasonably be expected to be within the knowledge of the Contractor; and
- (b) any administrative or statutory review, audit or inquiry (whether within or external to the Bureau), any request for information directed to the Commonwealth, and any inquiry conducted by Parliament or any Parliamentary committee.

20.3 Without in any way affecting the statutory powers of the Auditor-General under the *Auditor-General Act 1997* (Cth), and subject to the provisions of that Act, the Auditor-General is a person authorised for the purposes of this clause 20.'

Non-compliance reasons:

- A The standard access clauses (above) were not included, however the requirements of the standard access clauses are covered under other clauses.
- B Extension of existing agreement; vendor terms and conditions accepted.
- C Contribution based on international obligation (through United Nations).
- D Software licence agreement (drafted overseas).
- E Simple co-publishing agreement with University