

1 May 2023



**Request for Tender for the .au Registry  
Operator**

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B	Tenderer's Deed Template
C	Compliance with RSD Template
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E	Risk Template
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G	Responses to ESG Goals Template
H	Registry Services Price Quote
I	Financial Due Diligence Template
J	Non-compliance with the draft Registry Services Agreement Template

1. **KEY RFT DETAILS**

<b>Item</b>	<b>Details</b>
<b>Term of Registry Services Agreement</b>	<p>Initial Term of 4 years with an option for auDA to extend for a further two years.</p> <p>Upon the expiry or termination of the Registry Services Agreement, auDA also has the right to require the Registry Operator to comply with the agreement for a further period of up to 12 months following the expiry or termination.</p>
<b>Industry Briefing</b>	<p>An Industry Briefing will be held on Microsoft Teams on 9 May 2023 at 22:00 UTC (10 May 2023 at 08:00 AEST) and repeated on 10 May 2023 at 08:00 UTC (10 May 2023 at 18:00 AEST).</p> <p>Details of the Industry Briefing are set out in clause 2.10.</p>
<b>Timeframe for submitting questions</b>	<p>Tenderers may submit questions to the Contact Officer up until 9 June 2023 at 23:59:59 UTC (10 June 2023 at 09:59:59 AEST).</p>
<b>Required format and content for Tenders</b>	<p>All Tenders must be complete and in accordance with the format and content requirements set out in clause 1 of Schedule 4 of this RFT.</p>
<b>Lodgement Requirements</b>	<p>All Tenders <b>must</b> be lodged in auDA's online secure repository (<b>RFT Repository</b>) before the Closing Time.</p> <p>All Tenderers must email the Contact Officer to request access to the RFT Repository no later than 48 hours before the Closing Time.</p>
<b>Closing Time</b>	<p>26 June 2023 at 23:59:59 UTC (27 June 2023 at 09:59:59 AEST).</p>
<b>Contact Officer</b>	<p>Kurt Pritz</p> <p>Contact Officer – Registry Operator Procurement:  <a href="mailto:tenders@auda.org.au">tenders@auda.org.au</a>.</p>

Item	Details
<b>Tender Validity Period</b>	All Tenders must remain capable of acceptance by auDA for 12 months after the Closing Time.
<b>RFT Amendments and clarifications</b>	auDA will publish its responses to questions submitted by Tenderers and RFT Amendments on the auDA website. Tenderers should regularly check the auDA website for such publications.

## 2. GENERAL CONDITIONS

### 2.1 Approach to Market

- (a) .au Domain Administration Limited (**auDA**) invites the submission of Tenders for the provision of the Registry Operator in accordance with this RFT.
- (b) This RFT comprises:
- (i) clauses 1 to 7;
  - (ii) Schedule 1 – Glossary;
  - (iii) Schedule 2 – Registry Services Description (**RSD**);
  - (iv) Schedule 3 – Process for Requesting a Copy of Registry Services Agreement; and
  - (v) Schedule 4 – Tender Response Templates:
    - (A) Annexure A – Executive Summary and Tenderer Profile Template;
    - (B) Annexure B – Tenderer's Deed Template;
    - (C) Annexure C – Compliance with RSD Template;
    - (D) Annexure D – Detailed questions on the Registry Services Description Template;
    - (E) Annexure E – Risk Template;
    - (F) Annexure F – Responses to Registry Project Goals Template;

- (G) Annexure G – Responses to ESG Goals Template;
  - (H) Annexure H – Registry Services Price Quote Template;
  - (I) Annexure I – Financial Due Diligence Template; and
  - (J) Annexure J – Non-compliance with the draft Registry Services Agreement Template.
- (c) In this RFT, unless otherwise specified, defined terms and acronyms are defined in the Glossary at Schedule 1, or within the relevant document (for example, the Registry Services Description and the Registry Services Agreement contain their own glossaries).

## 2.2 Background

- (a) auDA (<http://www.auda.org.au>) is a not-for-profit company, limited by guarantee, established as the administrator of, and the Australian self-regulatory policy body for, the .au country code top level domain (ccTLD) and its associated second level domains.
- (b) auDA's **purpose** is to administer a trusted .au country code Top Level Domain (**.au ccTLD**) for the benefit of all Australians, and champion an open, free, secure and global Internet. auDA's **vision** is to unlock positive social and economic value for Australians through an open, free, secure and global Internet.
- (c) auDA has an agreement with the Internet Corporation for Assigned Names and Numbers (**ICANN**) (<https://www.icann.org/resources/unt-hemed-pages/sponsorship-agmt-2001-10-25-en>) to manage the **.au ccTLD** on behalf of the Australian Internet community. The agreement requires auDA to cause the authoritative primary and secondary nameservers for the .au ccTLD to be operated and maintained in a stable and secure manner, adequate to resolve names within the .au ccTLD, and any sub-domains over which auDA retains administrative authority, for users throughout the Internet.
- (d) auDA has an endorsement from the **Australian Government** (<https://www.auda.org.au/about-auda/about-au-domain-administration>) to administer the .au ccTLD for the benefit of all Australians. A Core Function under the [Terms of Endorsement](#) is to ensure stable, secure and reliable operation of the .au domain, as part

of Australia's suite of critical infrastructure. auDA must respond quickly to matters that compromise the security and integrity of the Domain Name System (**DNS**) and maintain appropriate security protocols in line with Australian and international best practice, and contemporary security practices.

- (e) The .au DNS is part of Australia's critical infrastructure, and is specified as a *critical domain name system* in the **Security of Critical Infrastructure Act 2018** (Cth) (**SOCI Act**) (<https://www.legislation.gov.au/Details/C2022C00160>). Under the SOCI Act the following assets have been declared *critical infrastructure assets* ([https://www.legislation.gov.au/Details/F2023C00097/Html/Text#\\_Toc124857108](https://www.legislation.gov.au/Details/F2023C00097/Html/Text#_Toc124857108)):
- (i) registry database;
  - (ii) public WHOIS service (<https://whois.auda.org.au/>);
  - (iii) .au top-level authoritative DNS name servers; and
  - (iv) the following second-level authoritative DNS name servers:
    - (A) .com.au;
    - (B) .net.au;
    - (C) .org.au;
    - (D) .asn.au;
    - (E) .id.au;
    - (F) .edu.au; and
    - (G) .gov.au.
- (f) Under the **Competition Model for the .au Domain Space**, developed by the multi-stakeholder Competition Model Advisory Panel (<https://archive.auda.org.au/policies/panels-and-committees/competition-model-advisory-panel/community>) in 2001, auDA maintains a separation from domain name registry or registrar operations.

### 2.3 **Objective of this RFT**

- (a) auDA intends to appoint a service provider to provide the Registry Services.
- (b) Consistent with auDA's approach to open and transparent processes, and given the .au registry is a key piece of national infrastructure, this RFT process is part of the market exercise to ensure the value, accountability and performance of procuring a best-in-class registry.
- (c) The Registry Services include:
  - (i) registry services for the direct registration of domain names in .au at the top-level (e.g. foreexample.au);
  - (ii) registry services for second-level domain name spaces including, com.au, net.au, org.au, asn.au, id.au, conf.au, gov.au, edu.au, wa.au, nt.au, sa.au, qld.au, nsw.au, act.au, vic.au and tas.au;
  - (iii) registry services for third, fourth and fifth level domain name spaces within gov.au and edu.au as set out in the Registry Services Description;
  - (iv) the following specific registry services:
    - (A) registration services;
    - (B) the Public WHOIS Service; and
    - (C) the Authoritative DNS Service;
  - (v) receipt and maintenance of data concerning registrations and delegations from registrars; and
  - (vi) provision of domain name status information and support services to registrars.

### 2.4 **Registry Project Goals**

- (a) The Registry Operator will be required to support auDA to achieve its Registry Project Goals, which include:
  - (i) delivering its Core Functions and Strategic Focus areas;



- (ii) building its Strategic Capabilities; and
  - (iii) operating in a manner that aligns with its Values.
- (b) auDA's Core Functions are to:
  - (i) ensure stable, secure and reliable operation of the .au domain, as part of Australia's suite of critical infrastructure;
  - (ii) administer a licensing regime for .au domain names based in multi-stakeholder processes that are transparent, responsive, accountable, accessible and efficient; and
  - (iii) advocate for, and actively participate in, multi-stakeholder Internet governance processes both domestically and internationally.
- (c) The Strategic Focus areas to fulfil auDA's strategic purpose and vision are:
  - (i) Trust – to deliver outcomes that promote and enhance the security and integrity of the .au ccTLD for the benefit of all Australians.
  - (ii) Innovation – to challenge itself every day to innovate and improve the .au ccTLD for Australia and to enable innovation by other stakeholders.
  - (iii) Multi-stakeholder engagement – to champion the multi-stakeholder model of Internet governance that underpins an open, free, secure and global Internet, enabling the .au ccTLD to create value for Australia.
- (d) The Strategic Capabilities that support auDA to deliver on its strategic purpose and vision are:
  - (i) People – auDA's people make the difference from driving its vision to delivering its value. auDA supports them in their ambition for excellence in their field of expertise – technical, policy, stakeholder engagement and compliance.

- (ii) Governance – auDA understands its responsibilities and commits to the highest standards of transparency and accountability in its activities.
- (e) The Values that underpin and guide the way auDA behaves and works, and the way auDA engages with its multi-stakeholder community are:
  - (i) Contribute: locally & globally – auDA serves all Australians and global Internet users.
  - (ii) Better Together – auDA collaborates and works together as one auDA.
  - (iii) Strive for Excellence – auDA delivers value. On time, every time.

## 2.5 **Environment, Social and Governance Goals**

- (a) auDA's environment, social and governance (**ESG**) Goals are to:
  - (i) ensure that slavery and human trafficking play no part in its operations or in its supply chains;
  - (ii) foster the sustainable use of the Earth's resources;
  - (iii) achieve better social and economic outcomes for Aboriginal and Torres Strait Islander people (<https://aiatsis.gov.au/explore/indigenous-australians-aboriginal-and-torres-strait-islander-people>);
  - (iv) be an inclusive organisation that encourages diversity of experiences. auDA seeks for all people, regardless of their characteristics, to feel valued and respected when contributing to auDA's objectives. This expectation extends to auDA's suppliers and contractors;
  - (v) improve social and economic outcomes for disadvantaged groups (such as people living with a disability or experiencing social hardship);
  - (vi) improve web accessibility and making its content more accessible for people with disabilities; and

(vii) provide opportunities for local Australian business to be involved in delivering the Registry Services.

(b) auDA will, as part of its Value for Money assessment, evaluate Tenderers' ability to assist auDA to achieve its ESG Goals.

## 2.6 **Full Service delivery required**

Tenderers must respond with an offer to provide all of the Registry Services.

## 2.7 **Joint or part Tenders**

auDA will not consider joint Tenders, as it intends to enter into the Registry Services Agreement with a single legal entity that will be responsible for the performance of the agreement. Accordingly, Tenders are to be submitted on behalf of one entity but may include subcontractors.

## 2.8 **Overseas Tenderers**

Overseas-based organisations and individuals are eligible to respond to this RFT. However, the contracting entity to the Registry Services Agreement must be an Australian incorporated entity.

## 2.9 **Indicative RFT Timetable**

(a) auDA intends to conduct this RFT in accordance with the following timetable:

<b>Activity</b>	<b>Date</b>
Issue of the RFT	1 May 2023
Industry Briefing (held on Microsoft Teams)	9 May 2023 at 22:00 UTC (10 May 2023 at 08:00 AEST) and repeated on 10 May 2023 at 08:00 UTC (10 May 2023 at 18:00 AEST).

<b>Activity</b>	<b>Date</b>
Last date for any requests for extension	15 May 2023 at 23:59:59 UTC (16 May 2023 at 09:59:59 AEST)
Deadline for Tenderers to submit questions	9 June 2023 at 23:59:59 UTC (10 June 2023 at 09:59:59 AEST)
Email the Contact Officer at <a href="mailto:tenders@auda.org.au">tenders@auda.org.au</a> to request access to the RFT Repository	No later than 48 hours before the Closing Time
Closing Time for RFT	26 June 2023 at 23:59:59 UTC (27 June 2023 at 09:59:59 AEST)
auDA evaluation of Tenders  During this stage auDA may seek additional information from Tenderers and may conduct interviews	During July 2023
auDA to commence contract negotiations with one or more Tenderers	July/August 2023

- (b) Any time or date in this RFT is for the convenience of auDA. The inclusion of any time or date in this RFT does not create an obligation on the part of auDA to take any action or exercise any right established in this RFT.

## 2.10 **Industry Briefing**

- (a) auDA will hold an Industry Briefing at the time set out in the Table at clause 2.9 of this RFT.

- (b) The Industry Briefing will be held via Microsoft Teams and attendance is optional.
- (c) Tenderers that wish to attend the Industry Briefing should send a request to attend to the Contact Officer ([tenders@auda.org.au](mailto:tenders@auda.org.au)) by 8 May 2023 at 23:59 UTC (9 May 2023 at 10:00 AEST). Tenderers that have not notified the Contact Officer by this date may be refused access to the Industry Briefing.
- (d) auDA will then provide the Microsoft Teams invite information.
- (e) The Industry Briefing is provided for background information only. Tenderers must not rely on statements made in the Industry Briefing as amending this RFT, unless the statement is confirmed by auDA in an RFT Amendment which auDA has uploaded to the auDA website.

#### 2.11 **RFT Questions**

- (a) Tenderers must direct any questions or clarifications relating to this RFT to the Contact Officer in writing.
- (b) Tenderers may submit questions to the Contact Officer up until 9 June 2023 at 23:59:59 UTC (10 June 2023 at 09:59:59 AEST).
- (c) Any questions submitted by Tenderers are provided on the basis that auDA may publicly circulate these questions or clarifications to all Tenderers, with auDA's responses, without disclosing:
  - (i) the identity of the Tenderer asking the question;
  - (ii) any confidential information of the Tenderer; and
  - (iii) the substance of any proposed Tender.
- (d) Tenderers must identify in their question what, if any, information in the question they wish to keep confidential.
- (e) Any approaches, direct or indirect, to other auDA personnel for the purpose of obtaining information in respect of this RFT are prohibited.

#### 2.12 **No contract or undertaking**

- (a) This RFT is an invitation to treat only. This RFT should not be construed as giving rise to any contractual or equitable obligations on the part

of auDA to any Tenderer. No contractual or equitable obligations are intended to arise as a consequence of this RFT, or responses to this RFT, unless and until auDA executes a Registry Services Agreement with a Tenderer.

- (b) Clause 2.12(a) does not apply to:
  - (i) the Tenderer's Deed executed by a Tenderer;
  - (ii) a deed of confidentiality executed by a Tenderer; or
  - (iii) any other deed or contractual arrangement entered into by the Tenderer, as required by auDA from time to time.
- (c) Tenderers participate in this RFT at their own risk. auDA will not be responsible for any costs or expenses incurred by Tenderers as a result of participating in this RFT.

## 2.13 **Governing Law**

This RFT is governed by the laws applying in the State of Victoria in Australia. The Tenderer must comply with all relevant laws in preparing its response and in taking part in the RFT process. The Tenderer submits to the exclusive jurisdiction of the courts in the State of Victoria, Australia and any courts which have jurisdiction to hear appeals from those courts.

## 3. **TENDER PREPARATION AND LODGEMENT**

### 3.1 **Tenderers to inform themselves**

- (a) This RFT contains statements derived from information which auDA believes to be reliable at the date this RFT is issued.
- (b) auDA does not purport to provide all of the information which may be necessary or desirable to enable Tenderers to determine whether to submit a response to this RFT.
- (c) While auDA has exercised reasonable endeavours to ensure the accuracy of the details in this RFT, auDA makes no representations or warranties that the information in this RFT or any information provided to Tenderers during this RFT is, or will be, accurate, current or complete.
- (d) Tenderers are responsible for:

- (i) examining this RFT and any other information made available or referenced by auDA in connection with this RFT;
  - (ii) examining all further information which can be obtained through reasonable enquiries which is relevant to identifying and considering the risks which may impact their Tender; and
  - (iii) satisfying themselves that their Tender (including their Tender price) is accurate, complete and not misleading.
- (e) In preparing their Tenders, Tenderers must not rely on any representation, or statement made, as adding to or amending this RFT unless the representation or statement is confirmed by auDA in an RFT Amendment which auDA has uploaded to the auDA website.

### 3.2 **Tender preparation**

Tenderers should provide information in the manner requested in the Tender Response Templates at Schedule 4.

### 3.3 **Lodgement of Tenders**

- (a) All Tenders must be uploaded to the RFT Repository before the Closing Time.
- (b) All Tenderers must email the Contact Officer at [tenders@auda.org.au](mailto:tenders@auda.org.au) to request access to the RFT Repository no later than 48 hours before the Closing Time.
- (c) If a Tender consists of multiple uploads, due to the number of files or file size, transmission of all files must be completed before the Closing Time.

### 3.4 **Late lodgement policy**

- (a) auDA will **not** accept any late Tenders unless the Tender was received late due to mishandling by auDA.
- (b) auDA may, at its discretion, extend the Closing Time, noting that any extension will apply to all Tenderers.

### 3.5 **auDA's rights**

- (a) Despite any other provision of this RFT, auDA retains the right to:

- (i) amend any part of this RFT or any information, requirements, procedures, evaluation criteria or protocols relevant to the RFT;
- (ii) obtain and consider additional information (whether that information is obtained through the RFT process or by other means) relevant to a Tender;
- (iii) suspend or restart this RFT;
- (iv) subject to clause 6.2, evaluate any alternative or non-conforming or partially conforming Tender;
- (v) terminate the RFT process at any time, including where auDA determines that:
  - (A) no Tenderer meets the Conditions for Participation in clause 6.2;
  - (B) no Tender represents Value for Money; or
  - (C) no Tenderer is fully capable of undertaking the obligations set out in the Registry Services Agreement;
- (vi) use material a Tenderer provides in response to one evaluation criterion to assess the Tenderer against any other evaluation criterion;
- (vii) use any additional information available when assessing a Tenderer against an evaluation criterion;
- (viii) seek clarification from any Tenderer for the purposes of the Tender evaluation;
- (ix) seek amended Tenders or call for new responses to this RFT;
- (x) require any or all Tenderers to perform a presentation or interview at a location or via a platform determined by auDA;
- (xi) shortlist one or more Tenderers for the purpose of negotiations;
- (xii) enter into negotiations or discussions with one or more Tenderers (which may involve accepting, rejecting or negotiating any proposed variations to the draft Registry Services Agreement in auDA's discretion);



- (xiii) discontinue negotiations or discussions with a Tenderer at any time; and
  - (xiv) procure the Registry Services separately from this RFT process.
- (b) auDA may at any time exclude a Tender from consideration if:
- (i) the Tender is incomplete or clearly non-competitive; or
  - (ii) an Insolvency Event occurs in relation to the Tenderer or any of its Related Bodies Corporate.

#### 4. **CONFIDENTIAL INFORMATION**

##### 4.1 **auDA's confidential information**

- (a) Subject to clause 4.1(b), the Tenderer must maintain in confidence any material supplied to it by auDA which auDA nominates as confidential, and the fact and contents of any discussions or interviews with auDA.
- (b) The Tenderer may disclose such information to its officers and employees, and advisers or contractors it engages to assist it in this RFT process, or where required by law.
- (c) In addition to clause 4.1(a), auDA will require a Tenderer to execute a deed of confidentiality before obtaining some of the information relating to this RFT, and may also require the Tenderer's officers, employees, advisers or contractors to execute deeds of confidentiality in the same form.

##### 4.2 **Tenderer's Confidential Information**

- (a) Subject to clause 4.2(b), auDA will treat all Tenders submitted in response to this RFT as confidential, both before and after the award of any resultant Registry Services Agreement.
- (b) auDA may disclose information provided by a Tenderer:
  - (i) to officers, employees, advisers or contractors of auDA for any purpose reasonably related to this RFT;
  - (ii) if authorised or required by law;

- (iii) for the purpose of defending any claim or proceeding in relation to the RFT process or any resultant Registry Services Agreement;
  - (iv) if the information is already in the public domain other than due to a breach of confidence; or
  - (v) if the information is disclosed with the written consent of the Tenderer.
- (c) Tenderers must not make blanket claims of confidentiality in respect of their Tender but, if necessary, Tenderers may clearly mark any information which they wish to have treated as confidential information. auDA will use reasonable endeavours to protect the Tenderer's confidential information.
- (d) auDA may make public statements concerning the progress of the RFT process, including the identity of Tenderers.

#### 4.3 **Use of Tender documents**

- (a) All Tenders become the property of auDA upon submission and auDA may use, retain and copy the information contained in the documents for the purposes of:
- (i) the RFT process, including the evaluation and selection of any Tender; and
  - (ii) preparation and negotiation of any resultant Registry Services Agreement.
- (b) auDA may disclose Tender documents to officers, employees, advisers or contractors of auDA for the purposes of assisting auDA in the conduct of the RFT process.
- (c) Notwithstanding clause 4.3(a) and without prejudice to anything agreed in any subsequent contract, ownership of intellectual property in the information in a Tender remains unchanged.

#### 4.4 **Personal information**

Any personal information provided to auDA as part of this RFT process or a Tenderer's response will be handled and protected in accordance with

auDA's privacy policy (<https://www.auda.org.au/policies/privacy/>) and the Australian *Privacy Act 1988* (Cth).

## 5. **ETHICAL TENDERING**

### 5.1 **Preparation of Tenders**

- (a) Tenders must not be prepared with the assistance of:
  - (i) current officers, employees, advisers or contractors of auDA; or
  - (ii) former officers, employees, advisers or contractors of auDA who worked for, or advised, auDA within the 3 years prior to the Closing Time,unless the Tenderer has obtained the prior written consent of auDA.
- (b) Tenderers must not:
  - (i) engage in misleading or deceptive conduct;
  - (ii) engage in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer or any other person;
  - (iii) attempt to solicit information from or influence improperly any current or former officers, employees, advisers or contractors of auDA, or violate any applicable laws (including anti-corruption or bribery legislation); or
  - (iv) otherwise act in an unethical or improper manner or contrary to any law in relation to their Tender or the RFT process.
- (c) auDA may exclude from consideration any Tender lodged by a Tenderer that has failed to comply with the obligations in this clause 5.1.

### 5.2 **Conflicts of interest**

- (a) Tenderers are to immediately notify the Contact Officer of any actual, perceived or potential conflict of interest that exists or might arise during the RFT process or the term of any resulting Registry Services Agreement.

- (b) A conflict of interest means any matter which could:
  - (i) prejudice the impartial conduct of the RFT process; or
  - (ii) prevent the Tenderer from performing any resulting Registry Services Agreement diligently and independently.
- (c) If a conflict of interest arises, auDA may:
  - (i) exclude the Tender and the Tenderer from further consideration;
  - (ii) enter into discussions with the relevant Tenderer or other parties to resolve the conflict; or
  - (iii) take any other action it considers appropriate.

### 5.3 **Minimum Contracting Standards**

To give effect to its Environment, Social, and Governance (**ESG**) Goals, auDA will not enter into a Registry Services Agreement with a Tenderer in the following circumstances:

- (a) Tenderer failure to pay employee entitlements

auDA will not enter into a Registry Services Agreement with a Tenderer that is subject to a judicial decision against it relating to unpaid employee entitlements (not including decisions under appeal), where the employee entitlements remain unpaid.

- (b) Tenderer not to be subject to sanctions

auDA will not enter into a Registry Services Agreement with a Tenderer that is named in the consolidated list referred to in regulation 40 of the *Charter of United Nations (Dealing with Assets) Regulations 2008* (Cth).

## 6. **EVALUATION PROCESS**

Tenders will be evaluated in accordance with the evaluation criteria set out at clause 6.5 and the terms of this RFT, including best Value for Money.

## 6.1 **Tender format and content requirements**

auDA may reject any Tender that does not comply with the Tender format and content requirements in clause 1 of Schedule 4.

## 6.2 **Conditions for Participation**

- (a) auDA will exclude a Tender from consideration if, at any time after the Closing Time, auDA considers that the Tenderer or a Related Body Corporate is operating a Restricted Service in Australia. auDA's acquisition of services from the successful Tenderer is conditional on the successful Tenderer and its Related Bodies Corporate not operating a Restricted Service in Australia during the term of the Registry Services Agreement.
- (b) auDA will also exclude a Tender from further consideration if, at any time before the Registry Services Agreement is executed, auDA considers the Tenderer does not meet any of the following conditions for participation:
  - (i) clause 5.3(a) (Judicial decisions relating to employee entitlements); and
  - (ii) clause 5.3(b) (Trade sanctions).

## 6.3 **Mandatory Technical Requirements**

auDA will exclude a Tender from further consideration if at any time before a Registry Services Agreement is executed, auDA considers that the Tender does not comply with the following mandatory requirements:

- (a) **Paragraph 4.1(a)(iii) of the RSD:** the Registry System may be operated using public cloud, private cloud, co-location or private datacentre infrastructure, provided that the Registry System (other than DNS nameservers) **must** always be at a location within Australia that is pre-approved by auDA;
- (b) **Paragraph 4.1(a)(iv) of the RSD:** (iv): a sufficient number of Personnel (including at least one Key Personnel) with the necessary technical capabilities to provide the Registry Services **must** be located in Australia; and

- (c) **Paragraph 4.1(a)(v) of the RSD:** Registry Data Back-Ups and Registry System Back-Ups **must** be located in Australia.

#### 6.4 **Tender Content Quality**

- (a) The Tenderer's response will form a critical basis of auDA's evaluation process.
- (b) Tenderers should provide clear, concise, and reasonably detailed responses.
- (c) Tenderers should not postpone a response in their Tender – "Tenderer would be happy to discuss this at a later time" is an example of a postponed response.

#### 6.5 **Tender Evaluation Criteria**

- (a) The criteria to be applied for the purposes of evaluation of Tenders are set out in the Evaluation Criteria Table below. Tenderers are to address each evaluation criterion by completing the Tender Response Templates in the Annexures attached to Schedule 4.
- (b) The evaluation criteria are not specified in any order of importance.

#### 6.6 **Security, probity, referee and other checks**

- (a) auDA may perform any security, probity, referee and other checks, or financial assessments or investigations, it considers necessary in relation to:
  - (i) Tenderers;
  - (ii) their Related Bodies Corporate; and
  - (iii) their respective officers, employees, advisers or contractors.
- (b) Tenderers are to promptly provide auDA with any information or consent needed to undertake such investigations, including consent for auDA to liaise with third parties who hold the information that auDA requires.

## Evaluation Criteria Table

Item No.	Evaluation Criterion	Applicable Template Form
1.	<p><b>Technical and Operational Capability</b></p> <p>The extent to which the Tenderer is assessed as having:</p> <p>(a) the ability to perform the Registry Services so as to meet or exceed the Registry Services Description; and</p> <p>(b) the capabilities with respect to security, confidentiality, integrity and availability.</p>	<p>Schedule 4 - Annexure C (Compliance with RSD Template)</p> <p>Schedule 4 - Annexure D (Detailed questions on the Registry Services Description Template)</p>
2.	<p><b>Registry Project Goals</b></p> <p>The extent to which the Tenderer demonstrates it has the commitment and ability to support auDA to achieve its Registry Project Goals, including the extent to which it demonstrates commitment to continuous improvement.</p>	<p>Schedule 4 - Annexure F (Responses to Registry Project Goals Template)</p>
3.	<p><b>Environment, Social and Governance Goals</b></p> <p>The extent to which the Tenderer demonstrates it has the commitment and ability to support auDA's ESG Goals.</p>	<p>Schedule 4 - Annexure G (Responses to ESG Goals Template)</p>
4.	<p><b>Risk</b></p> <p>The extent to which the Tenderer exposes auDA to risk if the Tenderer is engaged to provide the Registry Services having regard to:</p>	<p>Schedule 4 - Annexure E (Risk Template)</p>

Item No.	Evaluation Criterion	Applicable Template Form
	<p>(a) the Tenderer's risk management systems and processes relevant to the Registry Services; and</p> <p>(b) the Tenderer's risk history and practices (including, where applicable, those of the Tenderer's Related Bodies Corporate and its subcontractors).</p>	
5.	<p><b>Pricing arrangements</b></p> <p>The extent to which the Tenderer's proposed pricing arrangements will deliver Value for Money.</p>	Schedule 4 - Annexure H (Registry Services Price Quote)
6.	<p><b>Financial capability</b></p> <p>The extent to which the Tenderer has the financial capability to perform the Registry Services Agreement.</p>	Schedule 4 - Annexure I (Financial Due Diligence Template)
7.	<p><b>Non-compliance with the draft Registry Services Agreement</b></p> <p>The extent to which the Tenderer is compliant with the draft Registry Services Agreement and the assessed level of risk relating to the negotiation of an acceptable contract.</p>	Schedule 4 - Annexure J (Non-compliance with the draft Registry Services Agreement Template)

## 7. NEXT STAGE OF THE RFT PROCESS

### 7.1 Post evaluation

After evaluating Tenders, auDA may, without limiting other options available to it, do any of the following:



- (a) prepare a shortlist of Tenderers and invite further detail from any shortlisted Tenderers in relation to their Tenders (this may include an interview to be conducted by auDA);
- (b) conduct negotiations for the Registry Services Agreement with one or more Tenderers to procure the Registry Services; or
- (c) decide not to proceed further with the RFT process.

## 7.2 **Substitution of Tenderer**

- (a) If during the period following the submission of the Tender and prior to the execution of a resultant Registry Services Agreement with the successful Tenderer, an event occurs that has the effect of substantially altering the:
  - (i) composition or control of the Tenderer; or
  - (ii) business of the Tenderer,

auDA may allow substitution of the Tenderer with another legal entity following receipt of a jointly written request from or on behalf of the Tenderer and the other legal entity.

- (b) If auDA allows a substitution under clause 7.2(a), auDA will evaluate the Tender in the original form in which it was provided and may take into account the impact of the event on the information previously provided.

## 7.3 **Notification of outcome and debriefing**

Tenderers will be notified whether they have been successful in the RFT process and will be offered the opportunity of an oral debriefing at that time.

## SCHEDULE 1

### Glossary

Defined Term	Meaning
<b>.au ccTLD</b>	.au country code top level domain.
<b>auDA</b>	.au Domain Administration Limited.
<b>.au Domain Administration Rules: Licensing</b>	the document entitled, ".au Domain Administration Rules: Licensing", available at: <a href="https://www.ada.org.au/policy/au-domain-administration-rules-licensing">https://www.ada.org.au/policy/au-domain-administration-rules-licensing</a> .
<b>Authoritative DNS Service</b>	the authoritative DNS services for the Designated Namespaces as outlined in the Registry Services Description.
<b>Business Day</b>	a day on which banks are open for general banking business in Melbourne, Victoria, excluding Saturdays, Sundays or public holidays in Melbourne, Victoria.
<b>Closing Time</b>	means the time set out in clause 1.
<b>Contact Officer</b>	means the officer set out in clause 1.
<b>Core Functions</b>	auDA's core functions as set out in clause 2.4(b).
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Domain Name Licence</b>	the licence or agreement to use a domain name in the Designated Namespace for a specified period of time.
<b>Designated Namespace</b>	the following domain name spaces: .au, com.au, net.au, org.au, asn.au, id.au, conf.au, gov.au (and associated namespaces: act.gov.au, nsw.gov.au, qld.gov.au, vic.gov.au, wa.gov.au, tas.gov.au, nt.gov.au and sa.gov.au), edu.au (and associated name spaces: act.edu.au, nsw.edu.au, nt.edu.au, qld.edu.au, tas.edu.au vic.edu.au, wa.edu.au, catholic.edu.au, eq.edu.au, and schools.nsw.edu.au), wa.au, nt.au, sa.au, qld.au, nsw.au, act.au, vic.au and tas.au.

Defined Term	Meaning
<b>DNS</b>	the domain name system.
<b>ESG Goals</b>	auDA's environment, social and governance goals as set out in clause 2.5(a).
<b>GST</b>	Goods and Services Tax has the meaning given to it in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth), as in force from time to time.
<b>ICANN</b>	has the meaning given to it in clause 2.2(c).
<b>Industry Briefing</b>	a briefing provided in the manner set out in clause 2.10.
<b>Insolvency Event</b>	<p>the occurrence of any one or more of the following events in relation to a party:</p> <ul style="list-style-type: none"> <li>(a) an order is made that it be wound up or that a provisional liquidator or receiver or receiver and manager be appointed;</li> <li>(b) a liquidator or provisional liquidator is appointed;</li> <li>(c) an administrator is appointed to it under sections 436A, 436B or 436C of the Corporations Act;</li> <li>(d) a Controller (as defined in section 9 of the Corporations Act) is appointed to it or any of its assets;</li> <li>(e) it enters into an arrangement or composition with one or more of its creditors (in their capacities as creditors) and that arrangement or composition is not terminated within 10 Business Days, or an assignment for the benefit of one or more of its creditors (in their capacities as creditors), in each case other than to carry out a reconstruction or amalgamation while solvent;</li> <li>(f) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors (in their capacities as creditors), or it proposes a standstill arrangement or composition with one or more of its</li> </ul>

Defined Term	Meaning
	<p>creditors (in their capacities as creditors) and that standstill, arrangement or composition is not terminated within 10 Business Days;</p> <p>(g) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable Law (including under sections 459C(2) or 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;</p> <p>(h) it is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the Corporations Act;</p> <p>(i) a notice is issued under sections 601AA or 601AB of the Corporations Act and not withdrawn or dismissed within 21 days;</p> <p>(j) a writ of execution is levied against it or a material part of its property which is not dismissed within 21 days;</p> <p>(k) it ceases to carry on business or threatens to do so; or</p> <p>(l) anything occurs under the Law of the Commonwealth, any Australian State or Territory or any other foreign jurisdiction which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.</p>
<p><b>Public WHOIS Service</b></p>	<p>the public service that allows Internet users to retrieve the WHOIS Data associated with a Domain Name Licence that:</p> <p>(a) includes the data sets in the data fields set out in Schedule D of the .au Domain Administration Rules: Licensing (<a href="https://www.auda.org.au/policy/au-domain-administration-rules-licensing#SD">https://www.auda.org.au/policy/au-domain-administration-rules-licensing#SD</a>);</p> <p>(b) can be retrieved via several protocols including the port-43 WHOIS Protocol (RFC 3912), the Registration Data Access Protocol (<b>RDAP</b>) (RFC 9082) (when implemented as contemplated by the Registry Services</p>

Defined Term	Meaning
	<p>Description), and the Web-based interface via HTTPS (<a href="https://whois.auda.org.au/">https://whois.auda.org.au/</a>);</p> <p>(c) is made publicly available at <a href="https://whois.auda.org.au/">https://whois.auda.org.au/</a>; and</p> <p>(d) includes the RDAP Based Public WHOIS Service.</p>
<b>Registrant</b>	a holder of, or an applicant for, a Domain Name Licence.
<b>Registrar</b>	<p>a person or body corporate that is and continues to be:</p> <p>(a) accredited by auDA as a registrar; or</p> <p>(b) authorised by auDA to process Registry Data on behalf of Registrants in respect of a particular Designated Namespace into the Registry.</p>
<b>Registry</b>	the primary and secondary nameservers and WHOIS servers, a database containing the Registry Data and a mechanism for accessing that data, in relation to the Designated Namespaces.
<b>Registry Data</b>	<p>all data maintained in electronic form in the Registry, as defined in section 1.4 of the .au Domain Administration Rules: Licensing, including without limitation:</p> <p>(a) Registrant contact information;</p> <p>(b) technical and administrative contact information;</p> <p>(c) data from the Public WHOIS Service;</p> <p>(d) all other data submitted by Registrars in electronic form; and</p> <p>(e) any other data concerning particular registrations or nameservers maintained in electronic form in the Registry Database.</p>
<b>Registry Data Back-Ups</b>	back-up copies of the Registry Data made by the Registry Operator in accordance with the Registry Services Description.

Defined Term	Meaning
<b>Registry Database</b>	a database comprised of the Registry Data about one or more Domain Name Licences within the .au ccTLD that is used to generate either DNS resource records that are published authoritatively or responses to domain name availability lookup requests or Public WHOIS queries, for some or all of those Domain Name Licences.
<b>Registry Operator</b>	the entity that is engaged by auDA to provide registry services pursuant to the Registry Services Agreement.
<b>Registry Project Goals</b>	the goals listed in clause 2.4.
<b>Registry Services</b>	the services to be provided by the Registry Operator as set out in the Registry Services Description (as updated from time to time) and any new or additional services agreed between the parties under the Registry Services Agreement, along with all incidental and ancillary services, functions and activities that are reasonably necessary for the performance of such services.
<b>Registry Services Description</b>	the document contained in Schedule 2.
<b>Registry Services Agreement</b>	the agreement to be entered into between auDA and the successful Tenderer for the provision of the Registry Services.
<b>Related Body Corporate</b>	has the meaning given to it in the Corporations Act.
<b>Restricted Service</b>	(a) offering registrar services for .au domain names as a Registrar, including for .au, com.au, net.au, org.au, asn.au, id.au, wa.au, nt.au, sa.au, qld.au, nsw.au, act.au, vic.au, tas.au.; or

Defined Term	Meaning
	(b) reselling .au domain names (unless the reseller activity relates to less than 0.1% of .au domain names in the .au ccTLD).
<b>RFT Amendment</b>	an amendment made by auDA to the RFT.
<b>RFT Repository</b>	has the meaning given to it in clause 1.
<b>SOCI Act</b>	<i>Security of Critical Infrastructure Act 2018 (Cth).</i>
<b>Strategic Capabilities</b>	the strategic capabilities set out in clause 2.4(d) that support auDA to deliver on its strategic purpose and vision.
<b>Strategic Focus</b>	the strategic areas for auDA as set out in clause 2.4(c).
<b>Tender</b>	a response to this RFT which has been submitted by a Tenderer.
<b>Tender Validity Period</b>	12 months after the Closing Time.
<b>Tenderer</b>	any entity or person who may or has responded with a submission to this RFT.
<b>Tenderer's Deed</b>	a document executed by the Tenderer in substantially the form set out in Annexure B.
<b>Value for Money</b>	delivering the Registry Services in an efficient, effective, ethical and economical manner.
<b>Values</b>	the values set out in clause 2.4(e) that underpin and guide the way auDA behaves and works and the way auDA engages with its multi-stakeholder community.
<b>WHOIS</b>	the protocol used to provide a public information service in relation to data in a registry, including any supervening protocol such as the Registration Data Access Protocol.

**SCHEDULE 2**

**Registry Services Description (RSD)**

See separate document.



### **SCHEDULE 3**

#### **Process for Requesting a Copy of Registry Services Agreement**

Tenderers should request a copy of the proposed form of Registry Services Agreement by emailing the Contact Officer as soon as possible, and in any case no later than 7 days before the Closing Time.

If, in auDA's reasonable opinion, the requesting Tenderer is an entity that has a prospect of being competitive in the RFT process, then auDA will provide a copy of the proposed form of the Registry Services Agreement, subject to the Tenderer executing a deed of confidentiality in accordance with clause 4.1(c).

## **SCHEDULE 4**

### **Tender Response Templates**

#### **1. TENDER FORMAT AND CONTENT REQUIREMENTS**

- (a) All Tenders must be in English.
- (b) All Tenders must be created (or be fully compatible) with Microsoft 365 or Adobe Portable Document Format (PDF).
- (c) All measurements must be expressed in Australian legal units of measurement, including prices in Australian dollars and exclusive of GST.
- (d) Tenders must be completely self-contained. No hyperlinked or other material should be included by reference.
- (e) Tenderers must submit their Tender in separate electronic files according to the structure shown in the table below.
- (f) All Tenders must:
  - (i) have a page size of A4;
  - (ii) use a minimum font size of 11 point (except for any footnotes, headers or footers); and
  - (iii) be pre-formatted for printing.

#### **2. RESPONSE TEMPLATES**

Tenderers must respond to this RFT by completing the templates listed below. Please note that some templates will require the Tenderer to upload additional supporting material.

<b>TEMPLATE</b>	<b>DOCUMENT</b>
Executive Summary and Tenderer Profile Template	Annexure A
Tenderer's Deed Template	Annexure B

TEMPLATE	DOCUMENT
Compliance with RSD Template	Annexure C
Detailed questions on the Registry Services Description Template	Annexure D
Risk Template	Annexure E
Responses to Registry Project Goals Template	Annexure F
Responses to ESG Goals Template	Annexure G
Registry Services Price Quote	Annexure H
Financial Due Diligence Template	Annexure I
Non-compliance with the draft Registry Services Agreement Template	Annexure J

## ANNEXURE A

### Executive Summary and Tenderer Profile Template

1. **EXECUTIVE SUMMARY**

Tenderers should provide an executive summary of their Tender.

2. **TENDERER PROFILE**

**Note to Tenderers:** if Tenderers are intending to incorporate an Australian company to provide the Registry Services but have yet to incorporate a company at the time of Tender submission, please indicate this in the table below (for example, a non-Australian Tenderer can provide details of itself below and indicate that it will provide the ACN, ABN, etc to auDA at a later date). The contracting entity to the Registry Services Agreement must be an Australian incorporated entity.

Item No.	Required Information	Tenderer's Information	
<b>General Information</b>			
1.	<b>Tenderer's legal name</b>		
2.	<b>Trading or Business Name (if different to legal name)</b>		
3.	<b>Type of legal entity (e.g. company, partnership, trustee)</b>		
4.	<b>ACN/ARBN/Other incorporation number</b>		
5.	<b>ABN, if applicable</b>		
6.	<b>Tenderer's address and details</b>	<b>Registered Office (If applicable)</b>	

Item No.	Required Information	Tenderer's Information	
		Principal Place of Business (If different to the registered office)	
		Phone (General)	
		Email (General)	
7.	Tenderer's contact person	Name	
		Position	
		Address	
		Mobile Phone	
		Email	
8.	Is the Tenderer or a Related Body Corporate of the Tenderer currently operating a Restricted Service in Australia (Y/N)?		

3. **ADDITIONAL TENDERER DETAILS**

Item No.	Required Information	Tenderer's Information
<b>Company details (If applicable)</b>		
1.	Provide a summary of details in relation to the company's size, location of its sites and the principal	

Item No.	Required Information	Tenderer's Information
	<b>locations for the provision of the Registry Services</b>	
2.	<b>If the Tenderer is a foreign company, please provide details regarding the status of registration, place of incorporation and principal place of business in Australia as well as evidence of its ARBN, ABN and GST registration</b>	
<b>Partnership details (If applicable)</b>		
3.	<b>Provide details of the nature and structure of the partnership, including entities that are controlled by the partnership</b>	
4.	<b>Provide details of the specific partners who would be involved in delivering the Registry Services</b>	
5.	<b>The Tenderer must provide the relevant partnership deed or other documentation in its response as supporting information.</b>	
<b>Trust details (If applicable)</b>		
6.	<b>If the Tenderer proposes to enter into the Registry</b>	

Item No.	Required Information	Tenderer's Information
	<p><b>Services Agreement as trustee of a trust, provide the name and details of the nature of the trust.</b></p> <p><b>The Tenderer must provide the relevant trust documentation in its response as supporting information</b></p>	

**4. SUBCONTRACTORS**

Tenderers should include the details of any proposed subcontractors that will be used in delivering the Registry Services by completing the table below.

Item No.	Proposed Subcontractor and ACN/ABN/ARBN (as applicable)	Description of work to be performed	Subcontract Value (\$AUD)	Contact Details
1.				
2.				

**5. REFEREES**

Tenderers should provide details in the table below of at least two referees for whom they have recently provided the Registry Services or services similar to the Registry Services.

(a) Referee 1

<b>Name of organisation</b>	
-----------------------------	--

<b>Summary of services provided (including date those services were provided):</b>	
<b>Referee contact details</b>	Name: Title: Telephone: Email address:

(b) Referee 2

<b>Name of organisation</b>	
<b>Summary of services provided (including date those services were provided):</b>	
<b>Referee contact details</b>	Name: Title: Telephone: Email address:



## ANNEXURE B

### Tenderer's Deed Template

**Note to Tenderers: Tenderers are to provide a deed in the following format. Amendments may only be made where necessary to complete the deed.**

#### DEED POLL

This deed poll is made on [Insert date]

By:

[Insert full legal name of tenderer and ACN/ABN/ARBN if applicable] (**Tenderer**)

#### 1. **DECLARATIONS**

- 1.1 The Tenderer declares that this deed poll is for the benefit of .au Domain Administration Limited ABN 38 079 009 340 of Level 19, 8 Exhibition Street, Melbourne VIC 3000 (**auDA**).
- 1.2 This deed poll is provided in connection with the request for tender for the .au Registry Operator (**RFT**) issued by auDA, and the tender (**Tender**) submitted by the Tenderer in response to that RFT. Terms not defined in this deed poll have the meaning given in the RFT.

#### 2. **ACKNOWLEDGEMENTS**

- 2.1 The Tenderer acknowledges and agrees:
  - (a) to auDA's rights as set out in the RFT and this deed poll, including auDA's rights to exclude the Tenderer from the RFT process or any subsequent negotiations;
  - (a) that no binding contract (including a process contract), understanding or other legal or equitable rights or obligations will exist between auDA and the Tenderer as a result of the RFT (other than as contemplated in clause 2.12(b) of the RFT) or the submission of a Tender unless and until a Registry Services Agreement is executed by both parties;

- (b) auDA will not be responsible for any costs or expenses incurred by the Tenderer in complying with the requirements of this RFT or submitting a Tender; and
- (c) that it has relied entirely upon its own inquiries in preparing the Tender.

3. **TENDERER'S REPRESENTATIONS AND WARRANTIES**

3.1 The Tenderer represents and warrants that it:

- (a) is not subject to a judicial decision against it relating to unpaid employee entitlements (not including decisions under appeal), where the employee entitlements remain unpaid;
- (b) is not named in the consolidated list referred to in regulation 40 the *Charter of United Nations (Dealing with Assets) Regulations 2008* (Cth);
- (c) has not, without the prior written consent of auDA, prepared its Tender with the assistance of:
  - (i) current officers, employees, advisers or contractors of auDA; or
  - (ii) former officers, employees, advisers or contractors of auDA who worked for, or advised, auDA within the 3 years prior to the Closing Time;
- (d) has not engaged in misleading or deceptive conduct in relation to its Tender or the RFT process or any part of it;
- (e) has not engaged in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of its Tender or conduct of the RFT;
- (f) has not attempted to solicit information from or influence improperly any current or former officer, employee, contractor or agent of auDA, or violate any applicable laws regarding the offering of inducements in connection with the RFT process or any part of it; and
- (g) has not otherwise acted in an unethical or improper manner or contrary to any law in relation to the RFT process or any part of it.

4. **OFFER**

4.1 The Tenderer acknowledges and agrees:

- (a) that the Tender constitutes an unconditional offer and accordingly is capable of immediate acceptance by auDA so as to form a binding contract;
- (b) that the offer as documented in the Tender must remain open for acceptance by auDA for the Tender Validity Period; and
- (c) not to withdraw, vary or otherwise compromise the Tender or its ability to perform in accordance with the Tender during the Tender Validity Period.

5. **CONFLICT OF INTEREST**

5.1 The Tenderer represents that, having made all reasonable enquiries the following are its only known actual, potential or perceived conflicts of interest in respect of the RFT process, its Tender or the provision of the Registry Services:

- (a) [Insert any actual or potential conflict of interest disclosures, or if none write "None"]

5.2 The Tenderer undertakes to advise auDA in writing immediately upon becoming aware of any actual, potential or perceived conflicts of interest in respect of the RFT process, its Tender or the provision of the Registry Services.

5.3 The Tenderer agrees to take such steps as auDA requires to resolve or manage a conflict of interest.

6. **SURVIVAL**

6.1 This deed poll survives termination or expiry of the RFT.

7. **APPLICABLE LAW**

7.1 The Tenderer agrees that the laws applying in the State of Victoria in Australia apply to this deed poll and the Tenderer submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.

8. **CONTACT DETAILS**

8.1 The Tenderer's contact details for the purpose of this deed poll are set out below:

<b>Item No.</b>	<b>Information</b>	<b>Details</b>
<b>1.</b>	<b>Name</b>	
<b>2.</b>	<b>Position</b>	
<b>3.</b>	<b>Address</b>	
<b>4.</b>	<b>Telephone Number</b>	
<b>5.</b>	<b>Email Address</b>	

**EXECUTED AS A DEED POLL** for the benefit of .au Domain Administration Limited  
ABN 38 079 009 340

Dated this [Insert date] day of [Insert month and year]

**Note to Tenderer: please use the appropriate execution block depending on what type of legal entity you are. Four options have been included for consideration, depending on whether you are:**

- a company incorporated under the *Corporations Act 2001 (Cth)*;
- a partnership;
- a natural person executing the deed in your capacity as trustee of a trust; or
- a company executing the deed in your capacity as trustee of a trust.

**You may execute electronically.**

**Option 1: Execution block for company incorporated under the Corporations Act.**

**EXECUTED** by [Insert Tenderer's full name, and ACN/ ABN if it has one] in accordance with section 127 of the *Corporations Act 2001 (Cth)*:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**Option 2: Execution block for a partnership. A partner can execute a deed on behalf of the partnership if it is authorised under a power of attorney.**

**SIGNED, SEALED AND DELIVERED** for  
**[Insert Tenderer's full name and  
ABN]** under power of attorney in  
the presence of:

\_\_\_\_\_  
Signature of attorney

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Option 3: Execution block for a natural person executing the deed in their capacity as the trustee of a trust.**

**SIGNED, SEALED AND DELIVERED**  
by **[Insert Tenderer's full name]**  
acting as trustee of the **[Insert  
name of the trust]** in the  
presence of:

\_\_\_\_\_  
Signature of party

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Date

**Option 4: Execution block for a corporation executing the deed in its capacity as the trustee of a trust.**

**EXECUTED** by [Insert Tenderer's full name, and ACN/ ABN if it has one] acting as trustee of the [Insert name of the trust]:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

## ANNEXURE C

### Compliance with RSD Template

**Instructions for completion:**

This template refers to paragraphs of the Registry Services Description which are of particular importance to auDA.

Responses must be either Yes or No. If the Tenderer has instances of partial compliance, or planned future compliance, it should record 'No' and provide supporting commentary to explain the non-compliance in the table at the bottom of this template.

RSD REFERENCE (BARE NUMBER INDICATES WHOLE PARAGRAPH)	SHORT DESCRIPTION OF COMPLIANCE MATRIX	TENDERER'S RESPONSE (Y/N)
4.1.(a)(i) - 4.1(a)(ii)	<b>.au registry infrastructure isolation requirements.</b> The architecture must be designed to generally minimise negative impacts to the .au infrastructure from other shared infrastructure users.	
4.1(a)(iii) - 4.1(a)(v)	<b>Australian presence requirements.</b> The operating environment used, whether it be public cloud, private cloud, co-location, or private data centre, must always be at a location within Australia pre-approved by auDA.	
6.1 – 6.6	<b>Business rule configuration requirements for all interfaces.</b> auDA has rules that may be different from other registries. The Registry Operator must comply with auDA's business rules.	
6.7	<b>DNS Glue Records.</b> The Registry System must implement a narrow glue policy.	



RSD REFERENCE (BARE NUMBER INDICATES WHOLE PARAGRAPH)	SHORT DESCRIPTION OF COMPLIANCE MATRIX	TENDERER'S RESPONSE (Y/N)
6.8	<b>DNS Wildcard Prohibition.</b> The Registry System must follow the DNS Wildcard Prohibition requirements.	
6.16	<b>.au Extensions.</b> The Registry System must support the collection of .au specific EPP extension fields (Registrant, Registrant ID, Eligibility Type, Eligibility Name, Eligibility ID) in the domain name objects required for .au requirements.	
6.17	<b>Domain Name Expiry Date Synchronisation.</b> The Registry System must support a function that allows registrars to synchronise expiry dates for a group of domain names.	
6.18(a)(iii), 6.18(a)(vi)	<b>PolicyDelete.</b> The Registry System must support a PolicyDelete and PolicySuspension command (clause 2.16 of the .au licensing rules).	
6.19	<b>Reseller ID.</b> The Registry System must support the Reseller ID functionality as described in auDA policy.	
6.20	<b>Configurability.</b> The Registry System should support system-wide and namespace configuration parameters.	
7	<b>Registry EPP Interface.</b> Extensible Provisioning Protocol (EPP) requirements, including extensions for auDA requirements. The Registry Operator must comply with these requirements.	
7.2(a) - 7.2(b)	<b>EPP Standards.</b> The Registry System must provide a programmatic provisioning Registry EPP Interface that is compliant with all EPP RFCs.	

RSD REFERENCE (BARE NUMBER INDICATES WHOLE PARAGRAPH)	SHORT DESCRIPTION OF COMPLIANCE MATRIX	TENDERER'S RESPONSE (Y/N)
7.2(c)	<b>EPP Command Extensions.</b> The Registry System must provide EPP command extensions required for .au requirements: Association, Domain Sync, AU Extension, and Policy.	
8	<b>Registry HTTPS Web Interface.</b> The Registry System must provide an HTTPS provisioning and management interface. The Registry Operator must comply with the requirements for this system.	
9.1 – 9.4	<b>Public WHOIS Service.</b> The Registry Operator must comply with the Public WHOIS Service requirements, available via a port-43 based WHOIS interface and a HTTPS based Web Interface.	
9.5	<b>RDAP Based Public WHOIS Service.</b> The Registry Operator must operate an RDAP based Public WHOIS service upon receiving written notice from auDA to commence the service.	
10	<b>Domain Availability Check Service.</b> The Registry System must provide a port-43 based Domain Availability Check API to check availability of names.	
11	<b>Registrant Password Recovery Service.</b> The Registry System must provide a Registrant Password Recovery Service to allow registrants to obtain the EPP AuthInfo code to authorise transfers between registrars.	
12	<b>Registry Lock Service.</b> The Registry System must provide a Registry Lock function which sets	

RSD REFERENCE (BARE NUMBER INDICATES WHOLE PARAGRAPH)	SHORT DESCRIPTION OF COMPLIANCE MATRIX	TENDERER'S RESPONSE (Y/N)
	specific statuses to a domain name to prevent standard registrar API functions from modifying the state of the name.	
13	<b>Domain Drop List Service.</b> The Registry System must provide a public Domain Drop List service that provides a list of soon to be released expired and deleted domains.	
14	<b>Domain Statistics Service.</b> The Registry System must provide an API to retrieve and publish statistical data about the registry.	
15	<b>Integration with auDA API.</b> auDA intends to develop a Registration Data Validation Engine to perform in-path validation of eligibility credentials during registration process via an auDA API. The Registry Operator must implement this Engine and operate the system upon receiving written notice from auDA to commence the service.	
16	<b>.au direct Priority Applications.</b> The Registry Operator must provide a system to support the Priority Application Services including the .au domain names that remain in Priority Hold. Conflicts within .au Direct Registrations are resolved following the <i>.au Direct Priority Implementation Rules</i> .	
17	<b>DNS Signing and Publication Service.</b> The Registry Operator must provide a DNS Signing and Publication Service that facilitates changes in relevant Registry Data being propagated to the Authoritative DNS Service, utilising DNSSEC signing.	

RSD REFERENCE (BARE NUMBER INDICATES WHOLE PARAGRAPH)	SHORT DESCRIPTION OF COMPLIANCE MATRIX	TENDERER'S RESPONSE (Y/N)
18	<b>DNS Resolution Metrics.</b> The Registry Operator must provide auDA logging data of all queries and responses that their Authoritative DNS Service processes.	
19	<b>Authoritative DNS Service.</b> The Registry Operator must provide an Authoritative DNS Service for the Designated Namespaces. The service must be in compliance with all DNS RFCs. The Operator must comply with these requirements.	
19.1(f), 19.1(h)	<b>Authoritative DNS Server Locations.</b> The Authoritative DNS Service has specific location requirements, both within Australia, and the rest of the continents of the world. The Registry Operator must comply with these requirements.	
20	<b>Data Repository Environment.</b> auDA will maintain a data repository environment that enables it to store copies of the Registry Operator's registry software source code, a complete real-time replication of the registry data and all ancillary software source code. The Registry Operator must provide auDA with, and keep up to date, the information specified in this RSD paragraph.	
21	<b>Support for auDA's Business Continuity Plan.</b> auDA must be able to replicate the original Registry environment for purposes of Business Continuity Planning. The Registry Operator must provide information and support to facilitate this environment, following the requirements in this RSD paragraph.	

RSD REFERENCE (BARE NUMBER INDICATES WHOLE PARAGRAPH)	SHORT DESCRIPTION OF COMPLIANCE MATRIX	TENDERER'S RESPONSE (Y/N)
22	<b>Emergency Transition Plan.</b> auDA is required to have an Emergency Transition Plan for situations where the Registry Operator is unable to execute on its Business Continuity Plan or the Registry Operator is in breach of the Registry Services Agreement. The Registry Operator must work with auDA to develop an Emergency Transition Plan.	
23	<b>Miscellaneous functions.</b> auDA has several other miscellaneous functions described in this RSD paragraph. The Registry Operator must deliver these miscellaneous functions.	
24	<b>Reporting Functions.</b> auDA has a set of required reporting functions. The Registry Operator must supply the required reports.	
25.3	<b>Registrar Toolkits.</b> The Registry Operator must provide a Registrar Toolkit that Registrars can use to help them interface with the Registry EPP Interface.	
25.4	<b>Registrar Portal.</b> The Registry Operator must provide a Registrar Portal that provides Registrars with HTTPS access to technical information about the Registry System.	
25.5	<b>Registrar Documentation.</b> The Registry Operator must provide documentation as described in this RSD paragraph.	
25.6	<b>Registrar Accreditation Testing Service.</b> The Registry Operator must implement a Registrar Accreditation Testing Service to evaluate the technical capability and compliance of provisionally accredited Registrars.	

RSD REFERENCE (BARE NUMBER INDICATES WHOLE PARAGRAPH)	SHORT DESCRIPTION OF COMPLIANCE MATRIX	TENDERER'S RESPONSE (Y/N)
26	<b>Informational Public Website.</b> The Registry Operator must provide an HTTPS based website for the general public that serves as the 'home' for the Registry.	
27	<b>Technical Support Desk.</b> The Registry Operator must operate a technical support desk for Registrars and auDA.	
28.1 - 28.5	<b>Hosting Environments.</b> The Registry Operator must provide the following Registry System environments: User Acceptance Testing, Operation Testing and Evaluation 1, Operation Testing and Evaluation 2, and Production, according to the requirements in these RSD paragraphs.	
28.5 - 28.7	<b>Production Environment.</b> The Registry Operator must provide a production environment that complies with auDA's requirements as specified in these RSD paragraphs, and the environment platform must be approved by auDA.	
28.7(a)(iv)	<b>Network Ingress Filtering.</b> The Registry Operator must use Network Ingress Filtering for protection of the environments.	
29	<b>Service Levels.</b> The Registry Operator must operate at performance levels specified in this paragraph of the RSD, following measurement protocols as described.	
30.1	<b>Key Personnel in Australia.</b> The Registry Operator must have a sufficient number of Personnel (including at least one Key Personnel) and administrative operations staff located in Australia.	

RSD REFERENCE (BARE NUMBER INDICATES WHOLE PARAGRAPH)	SHORT DESCRIPTION OF COMPLIANCE MATRIX	TENDERER'S RESPONSE (Y/N)
30.2	<b>Monitoring.</b> The Registry Operator must have a fully redundant monitoring system in place monitoring all aspects of the systems.	
30.3 - 30.10	<b>Operational Functions.</b> The Registry Operator must follow the general operational requirements specified in these paragraphs of the RSD.	
30.11	<b>Daily Log Reports.</b> The Registry Operator must provide log files as specified in the <i>Log Ingestion Specification</i> .	
30.12	<b>Quality Controls.</b> The Registry Operator organisation must obtain and maintain an ISO9001:2015 Quality Management Systems or any successor accreditation.	
30.13	<b>Security and Operational Controls.</b> The Registry Operator must obtain and maintain an ISO27001:2022 Information security, Cybersecurity and privacy protection accreditation, or any successor accreditation.	
30.14	<b>Disaster Recovery and Business Continuity Planning.</b> The Registry Operator must obtain and maintain an ISO22301:2019 Business Continuity Management Systems accreditation, or any successor accreditation.	
30.15	<b>Risk Management.</b> The Registry Operator must develop, implement and maintain a comprehensive risk management framework in compliance with ISO 31000 – Risk Management.	
30.16	<b>External Audit and Testing.</b> The Registry Operator must at least once a year conduct an	

RSD REFERENCE (BARE NUMBER INDICATES WHOLE PARAGRAPH)	SHORT DESCRIPTION OF COMPLIANCE MATRIX	TENDERER'S RESPONSE (Y/N)
	external audit on all the Security and Business Continuity controls put in place to address the requirements of this specification.	

<b>Supporting commentary to explain any non-compliance:</b>	Please provide supporting commentary to explain any non-compliance in the above table.
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## ANNEXURE D

### Detailed questions on the Registry Services Description Template

Tenderers should answer the following questions in the order set out below. If Tenderers elect not to use the response box below to respond to any or all of the questions, Tenderers should, in the document in which it provides its responses, include the relevant question as well as the Tenderer's response.

References apply to the Registry Services Description (**RSD**).

1. Describe the **high-level technical overview** of your entire solution. The documentation should include:
  - (a) strategy for Australian presence of operating environment as described in paragraph 4.1(a)(iii)–(v) of the RSD;
  - (b) diagrams to highlight dataflows and provide context for the overall technical infrastructure. Detailed diagrams for the sub-sequent questions on the Domain Name Licence registration service via the Registry EPP Interface or the Registry HTTPS Web Interface, Public WHOIS Service, and Authoritative DNS Service should be able to map back to this high-level description; and
  - (c) explanatory documentation for the elements in the diagrams.

<b>Response</b>
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2. Describe the **architecture** of your entire solution with diagrams. The documentation should include:
  - (a) detailed network diagrams showing the full interplay of registry elements including but not limited to the Domain Name Licence registration service via the Registry EPP Interface or the Registry HTTPS Web Interface, Registry Database, Public WHOIS Service, Authoritative DNS Service, data replication and disaster recovery options, and the Data Repository Environment (**DRE**);

- (b) the network and associated server infrastructure including TCP/IP addressing scheme, server infrastructure, operating systems and versions, and software and applications;
- (c) a general overview of capacity planning including bandwidth allocation plans;
- (d) list of data centre providers, public cloud providers, and telecommunications carriers;
- (e) level of scalability and adaptability for protection against DDoS attack;
- (f) Software Development Lifecycle (**SDLC**) information for any custom developed software; and
- (g) Software Bill of Materials (**SBOM**) for software components used.

**Response**

3. Please provide details of the **Registry Database** software. Refer to paragraph 5 of the RSD. The documentation should include:
- (a) a Registry Database schema definition to provide additional clarity; and
  - (b) evidence of database capabilities that fulfil the requirements in paragraph 5.1 of the RSD, as in scaling, backup, active support, history of use at scale, and history of backward compatibility.

**Response**

4. Describe the operation of your Domain Name Licence **Registration Service**. Refer to paragraphs 6-8 of the RSD. The description should include:
- (a) a high-level description of the registration system including the Registry EPP Interface and the Registry HTTPS Web Interface;
  - (b) network diagram(s);
  - (c) server infrastructure diagram(s); and

- (d) interconnectivity with other registry systems; frequency of synchronisation between servers; synchronisation scheme (e.g., hot standby, cold standby).

Please also include a description of your experience developing and operating a similar registration service and give examples of specific services with number of registrations and number of registrars.

<b>Response</b>
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- 5. Please provide a detailed description of your **EPP (Extensible Provisioning Protocol) implementation**. Refer to paragraph 7 of the RSD. The description should include:

- (a) how it will be modified to support the .au extension fields in the domain name object and EPP extension commands;
- (b) your testing methodology for the new functionality to ensure backward compatibility; and
- (c) what toolkits you will have available for registrars.

Please also include a description of your experience in customising an EPP implementation and your experience assisting registrars to integrate to a Registry EPP Interface.

<b>Response</b>
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- 6. Please provide a detailed description of your **Registry HTTPS Web Interface**. Refer to paragraph 8 of the RSD.

<b>Response</b>
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- 7. Please describe your solution for implementing the **Public WHOIS Service**, including support for the Port 43 Based Public WHOIS Interface, the HTTPS Based Public WHOIS Interface, the RDAP Based Public WHOIS Interface (to be

implemented upon request). Refer to paragraph 9 of RSD. The description should include:

- (a) a high-level systems description;
- (b) relevant network diagrams;
- (c) server infrastructure;
- (d) a description of interconnectivity with other registry systems;
- (e) any use of separate databases and the frequency of synchronisation with the registry database; and
- (f) abuse mitigation plans.

Please also include a description of your experience developing and operating a similar public WHOIS service and give examples of specific services with number of records and query rates.

<b>Response</b>
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8. Please provide details of your implementation of a **Domain Availability Check Service**. Refer to paragraph 10 of the RSD.

<b>Response</b>
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9. Please provide details of your implementation of a **Registrant Password Recovery Service**. Refer to paragraph 11 of the RSD.

<b>Response</b>
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10. Please provide details of your implementation of a **Registry Lock Service**. Refer to paragraph 12 of the RSD.

<b>Response</b>
-----------------

11. Please provide details of your implementation of a **Domain Drop List Service**. Refer to paragraph 13 of the RSD.

**Response**

12. Please describe your experience providing **statistical data** about the registry. Refer to paragraph 14 of the RSD.

**Response**

13. Please describe your experience doing specialised **registration data validation**. Refer to paragraph 15 of the RSD.

**Response**

14. Please describe your experience providing a system like the **.au Direct Priority Application Service** described in paragraph 16 of the RSD.

**Response**

15. Please describe your **DNSSEC Signing and Publication Service**. Refer to paragraph 17 of the RSD. The description should include:

- (a) a copy of your **DNSSEC Practice Statement (DPS)**, which should include the policies and procedures the proposed registry will follow. For example:
- (i) procedures for signing the zone file;
  - (ii) procedures for verifying and accepting DS records from child domains; and
  - (iii) procedures for generating, exchanging, and storing key material;

- (b) a description of your experience in operating with DNSSEC;
- (c) examples of specific services with the number of DS records and query rates for DNSSEC information; and
- (d) a description of your experience or understanding of offline KSK management and key exchange.

<b>Response</b>
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16. Please describe your solution for the **Authoritative DNS Service**. Refer to paragraphs 18 – 19 of the RSD. The description should include:

- (a) software used;
- (b) capacity;
- (c) performance;
- (d) scaling ability;
- (e) server configuration;
- (f) update propagation time;
- (g) DNSSEC implementation;
- (h) use of Anycast;
- (i) support for IPv6; and
- (j) headroom to address peak demand.

Please also provide a description of your experience developing and operating a similar DNS service, include examples of specific services with geographic locations and query rates.

<b>Response</b>
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17. Please describe how you will **achieve Authoritative DNS Service reliability and performance**. Refer to paragraphs 18, 19 and 29.2 of the RSD. The description should include:
- (a) your plans for geographical and software diversity for the DNS service;
  - (b) the intended physical locations of systems;
  - (c) primary and secondary servers;
  - (d) your plans for providing the required Authoritative DNS Service query logging data;
  - (e) if your plans involve subcontractors, how these subcontractors will be utilised, including the proportion of DNS infrastructure on Tenderer-controlled and subcontractor-controlled services; and
  - (f) associated diagrams.

**Response**

18. Please describe how you will comply with the auDA **Data Repository Environment (DRE)** requirements. Refer to paragraph 20 of the RSD. The description should include a diagram of your solution, including a network diagram.

**Response**

19. Please describe and upload a copy of your **Business Continuity Plan**. Refer to paragraphs 21 and 30.14 of the RSD, and ISO 22301. This plan should include conducting registry operations using diverse, redundant infrastructure to ensure continued operating of critical business functions in the case of technical failure. The description should include, but is not limited to:
- (a) identification of risks and threats to compliance with registry continuity obligations;
  - (b) identification and definition of vital business functions;

- (c) definitions of Recovery Point Objectives and Recovery Time Objective;
- (d) descriptions of testing plans;
- (e) identification of back-up providers and disaster recovery sites including any subcontractors, or the plan for maintaining a host site;
- (f) a description of your experience recovering from major incidents; and
- (g) examples of specific instances where your business continuity was tested or initiated.

<b>Response</b>
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20. Please describe your **Emergency Transition Plan**. Refer to paragraph 22 of the RSD. The description should include, but is not limited to:

- (a) preparatory steps needed for the transition of critical registry functions;
- (b) monitoring during registry transition;
- (c) efforts to minimise any interruption to critical registry functions during this time; and
- (d) contingency plans in the event that any part of the registry transition is unable to move forward according to the plan.

<b>Response</b>
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21. Please describe your solution for implementing the **Miscellaneous Functions** as defined in paragraph 23 of the RSD.

<b>Response</b>
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22. Please describe your solution for providing the **Reporting Functions**. Refer to paragraph 24 of the RSD.

**Response**

23. Please describe your solution for providing the **Registrar Technical Support Functions**. Refer to paragraphs 25 to 27 of the RSD. The description should include:

- (a) information about the Registrar Toolkit (refer to paragraph 25.3 of the RSD);
- (b) information about the Registrar Portal (refer to paragraph 25.4 of the RSD);
- (c) information about the required Documentation for Registrars (refer to paragraph 25.5 of the RSD);
- (d) information about the Registrar Accreditation Service (refer to paragraph 25.6 of the RSD);
- (e) information about the Informational Public Website service for the general public (refer to paragraph 26 of the RSD); and
- (f) information about the Technical Support Desk service (refer to paragraph 27 of the RSD).

**Response**

24. Please describe how you will provide the various required **Hosting Environments**. Refer to paragraph 28 of the RSD.

**Response**

25. Please describe your **Service Levels** compliance. Refer to paragraph 29 of the RSD. The description should include:
- (a) tools used to measure Service Levels; and
  - (b) monitoring used to track and respond to Service Level issues.

<b>Response</b>
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26. Please describe your **Monitoring** and fault escalation processes. Refer to paragraph 30.2 of the RSD. The description should include:
- (a) the proposed (or actual) arrangements for monitoring critical registry systems (including Registry EPP Interface, Registry HTTPS Web Interface, Registry Database, Public WHOIS Service, and Authoritative DNS Service);
  - (b) an explanation of how these systems are monitored and the mechanisms that will be used for fault escalation and reporting; and
  - (c) details of the proposed support arrangements for these registry systems.

Please provide a description of your experience in monitoring and fault escalation procedures for similar services.

<b>Response</b>
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27. Please describe your plans with network diagrams for **IPv6 Internet Protocol Address reachability**, for the Registry EPP Interface, Registry HTTPS Web Interface, Public WHOIS Service, and Authoritative DNS Service. Refer to paragraph 30.7 of the RSD. The description should include:
- (a) an identification of which services and locations will use IPv6; and
  - (b) a description of your experience in operating similar services over IPv6, including examples of specific services with geo-geographic locations and data traffic and/or query rates using IPv6 addressing.

**Response**

28. Please explain how your solution implements **abuse prevention and mitigation**. Refer to paragraph 30.8(b) of the RSD. The description should include:

- (a) policies and procedures that are used to minimise abuse via the Registry interfaces, or other activities that have negative impacts on other internet users;
- (b) the process to resolve abuse complaints; and
- (c) an explanation of the process for removing orphan glue records that may be causing abuse (see paragraph 6.7 of the RSD).

**Response**

29. Please describe your solution for providing **Daily Log Reports**. Refer to paragraph 30.11 of the RSD.

**Response**

30. Please describe your solution for meeting auDA's **Quality Controls** requirements. Refer to paragraph 30.12 of the RSD.

**Response**

31. Please describe your solution for meeting auDA's **Security and Operational Controls** requirements. Refer to paragraph 30.13 of the RSD. The description should include:

- (a) a copy of your internal **security policy** documentation that addresses the security requirements in the Registry Service Description;

- (b) an explanation of any security accreditations held and the frequency that these accreditations are audited;
- (c) details of independent security audits, including external penetration testing;
- (d) a copy of your most recent security audit along with your plans to address areas identified in the audit;
- (e) a description of the required cryptography controls policy (or the actual policy, if available) (refer to paragraph 30.13(e) of the RSD); and
- (f) a description of the required ITIL (or equivalent) controls/processes/documents (or the actual elements, if available) (refer to paragraph 30.13(f) of the RSD).

<b>Response</b>
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32. Please describe your **data backup policies and procedures**. Refer to paragraph 30.14 of the RSD and ISO 22301 8.4.3. The description should include:

- (a) strategy for Australian presence of backup data as described in paragraph 4.1(a)(v) of the RSD;
- (b) type and frequency;
- (c) hardware used;
- (d) format;
- (e) backup testing procedures;
- (f) media storage controls; and
- (g) maintenance of backup.

<b>Response</b>
-----------------

33. Please describe your **fail-over testing plan**, including planning for testing at least twice per year. Refer to paragraph 30.14(d) of the RSD.

- (a) The description should include:
  - (i) a description of plans to test failover of data centres or cloud providers to alternate sites and from a hot or cold facility;
  - (ii) registry data replication and Data Repository Environment (DRE) testing.
- (b) The testing plan should include, but is not limited to the following elements:
  - (i) types of testing (e.g., walk throughs, takedown of sites);
  - (ii) the frequency of testing;
  - (iii) how results are captured;
  - (iv) what is done with the results and with whom results are shared;
  - (v) how test plans are updated (e.g., what triggers an update, change management processes for making updates);
  - (vi) length of time to restore critical registry functions;
  - (vii) length of time to restore all operations;
  - (viii) inclusive of critical registry functions; and
  - (ix) length of time to migrate from one site to another.

<b>Response</b>
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34. Please describe your solution for meeting auDA's **External Audit and Testing** requirements. Refer to paragraph 30.16 of the RSD. The description should include:

- (a) a plan to conduct the required yearly external audit on all the Security and Business Continuity controls put in place to address the requirements of the RSD. This plan should include:

- (i) a description of who it is proposed will perform the audit; and
  - (ii) the format that will be followed; and
- (b) a plan to conduct the required independent penetration test performed on the Registry System.

<b>Response</b>
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35. Please describe your plan for the **transition-in of registry services**. The response should include:

- (a) the methods, practices, tools and techniques that will result in the seamless transition of the Registry Services;
- (b) a commitment to achieving the transition before 1 July 2024;
- (c) a description of the approach, plan, schedule and resources to complete transition-in of registry services;
- (d) a description of how data will be protected during the transition process;
- (e) examples of previous implementations of your proposed transition-in plans in respect of a registry to a similar scale of the .au registry;
- (f) after action analysis of previously executed transition-in processes, particularly root cause analysis of errors or other issues that arose during the transition; and
- (g) expectations of each of the parties during the transition-in process.

<b>Response</b>
-----------------

36. Please describe your plan for the **transition-out of registry services** at the end of the term of the Registry Services Agreement. The response should include:

- (a) the methods, practices, tools and techniques that will result in the seamless transition of the Registry Services;

- (b) a description of the approach, plan, schedule and resources to complete transition-out of the Registry Services;
- (c) a description of how data will be protected during the transition process;
- (d) examples of previous implementations of your proposed transition-out plans in respect of a registry to a similar scale of the .au registry;
- (e) after action analysis of previously executed transition-out processes, particularly root cause analysis of errors or other issues that arose during the transition; and
- (f) expectations of each of the parties during the transition-out process.

**Response**

37. Please describe your **proposed management and technical personnel** nominated to provide the services. The description should include:

- (a) strategy for Australian presence of some Key Personnel as described in paragraph 4.1(a)(iv) of the RSD;
- (b) management of succession planning for Key Personnel;
- (c) continuity of expertise;
- (d) key person risks; and
- (e) retention strategies for Key Personnel including those within Australia.

**Response**

## ANNEXURE E

### Risk Template

Tenderers should complete this template from the perspective of the Tenderer, its Related Bodies Corporate and its subcontractors, as relevant.

Tenderers should answer the following questions in the order set out below. If Tenderers elect not to use the response box below to respond to any or all of the questions, Tenderers should, in the document in which it provides its responses, include the relevant question as well as the Tenderer's response.

#### 1. **RISK MANAGEMENT**

Risk identification and management are key parts of normal business operations and are crucial to the successful realisation of auDA's strategic, compliance and operational objectives.

Risk management is important to auDA as it:

- (a) assists auDA to safeguard its reputation and assets – people, property and data;
- (b) creates an environment where all employees (and parties contracted to auDA) assume responsibility for the management of risks;
- (c) assists auDA to deliver both core operational activities and achieve its strategic ambitions;
- (d) contributes to the fulfilment of auDA's obligations under the *Security of Critical Infrastructure Act 2018* (Cth) (**SOCI Act**) including the *Security of Critical Infrastructure (Critical infrastructure risk management program) Rules (LIN 23/006) 2023* (**CIRMP Rules**) and other future requirements; and
- (e) ensures that auDA can survive a critical event.

- 1.1 Tenderers should provide details of their risk management program, including:
  - (a) a high-level summary of their **Risk Management Program** and the supporting policies, practices and processes; and



- (b) demonstrating their capability and/or experience in preparing and maintaining an 'all-hazards' risk management program that complies with the SOCI Act and the CIRMP Rules and covers, at a minimum, the following four key hazard vectors (with sufficient flexibility to adapt to other hazard vectors if regulatory or policy changes are made across the life of the Registry Services Agreement):
- (i) **Physical security hazards and natural hazards** – the physical risks to parts of the asset critical to the functioning of the asset, such as physical access to sensitive facilities or 'control rooms' or natural disasters;
  - (ii) **Cyber and information security hazards**– the 'cyber' risks to the digital systems, computers, datasets, and networks that underpin critical infrastructure systems;
  - (iii) **Personnel hazards** – the 'trusted insider' risk posed by critical workers who have the access and ability to disrupt the function of the asset; and
  - (iv) **Supply chain hazards** – the risk of disruption, malicious or otherwise, or exploitation of critical supply chains leading to a disruption of the critical infrastructure asset.

Where possible, Tenderers should provide case studies in providing the information requested above.

Note: For additional guidance regarding the Critical Infrastructure Risk Management Plan (**CIRMP**) requirements please refer to the Australian Government's Cyber and Infrastructure Security Centre guidance: <https://www.cisc.gov.au/critical-infrastructure-centre-subsite/Files/cisc-risk-management-program-rules-critical-infrastructure-assets-guidance.pdf>

## Response

- 1.2 Please describe how the Tenderer would assist auDA with the development of auDA's CIRMP.
- Please describe recent examples (within the last 3 years) where the Tenderer has provided or assisted in the development of an equivalent type of risk management plan for critical infrastructure

or assets for an external customer or governance organisation (e.g. a government or industry body).

**Response**

1.3 Please provide a high-level overview of the Tenderer's **Enterprise Risk Framework**.

To support this overview, please provide an excerpt of the Table of Contents of the Enterprise Risk Framework to help demonstrate the scope/depth of the broader Enterprise Risk Framework.

**Response**

1.4 Please outline the Tenderer's **risk management approach** including details of:

- (a) the persons responsible for managing the enterprise-wide risks (strategic and operational) to which the Tenderer is exposed;
- (b) how the Tenderer identifies enterprise-wide risks (strategic and operational);
- (c) how the Tenderer develops, implements and monitors enterprise-wide risk management practices and processes (strategic and operational);
- (d) how the Tenderer maintains appropriate risk management policies for enterprise-wide risks (strategic and operational); and
- (e) the Tenderer's mechanisms for significant enterprise-wide risk issues (strategic and operational) including, where relevant, escalation and reporting requirements associated with the SOCI Act and the CIRMP Rules.

**Response**

1.5 Does the Tenderer have a **Data Protection Framework** or similar policy document? If so, please provide a brief overview here, and include an excerpt of the Table of Contents of the Data Protection Framework or similar policy document (e.g. as may be required for compliance with the European General Data Protection Regulation (**GDPR**)).

**Response**

1.6 Please describe all material security breaches over the past five years, including root cause and details of subsequent corrective action. Please provide the information in a case study type format. auDA considers a breach to be material where the breach:

- (a) had a significant impact on the operation or availability of a computer (including computer systems, computer networks and computer networks) or computer data; or
- (b) resulted in a significant loss of data or the loss of sensitive information.

**Response**

1.7 Please describe the Tenderer's approach to monitoring and responding to **cyber security incidents**. Provide details of any relevant policies, procedures or practices that the Tenderer has.

**Response**

1.8 Please describe the Tenderer's approach to monitoring and mitigating instances of **fraud** within its organisation. Provide details of any relevant policies, procedures or practices that the Tenderer has.

**Response**

## 2. LITIGATION AND LEGAL PROCEEDINGS

- 2.1 Please provide details of any **litigation** or other legal actions (including arbitration, mediation, conciliation, administrative proceeding or other dispute resolution process) involving the Tenderer, its Related Bodies Corporate or its subcontractors, either current or within the past five years, which:
- (a) is likely to adversely affect the Tenderer's performance of the Registry Services Agreement; or
  - (b) may adversely affect the business or reputation of auDA if the Tenderer is the successful Tenderer.

**Response**

- 2.2 Please advise and provide any relevant details if there are any **de-registration actions** against the Tenderer, its Related Bodies Corporate or its subcontractors, within the past five years?

**Response**

- 2.3 Please disclose details of any **investigations** by a Government Agency involving the Tenderer, its Related Bodies Corporate or its subcontractors, either current or within the past five years that may adversely affect the business or reputation of auDA if the Tenderer is the successful Tenderer.

For this question 2.3, Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**Response**

2.4 Please advise if any **directors** or other key persons of the Tenderer, its Related Bodies Corporate or its subcontractors have ever been investigated, charged with, convicted or otherwise implicated in criminal, unethical or unlawful conduct?

**Response**

3. **BREACHES / DEFAULTS UNDER AGREEMENTS**

3.1 Please provide any details of breaches or defaults by the Tenderer under any agreement or contract that could impact the Tenderer's ability to perform the Registry Services Agreement.

**Response**

4. **COMPLIANCE/CONFORMANCE WITH GOVERNMENT POLICIES**

4.1 Please outline the activities that the Tenderer envisages that it will have to undertake to comply with the applicable requirements of the SOCI Act and the CIRMP Rules?

**Response**

4.2 Please describe the processes that the Tenderer has to monitor changes of legislative or regulatory requirements in Australia and internationally. Please give examples of how those processes have alerted the Tenderer to changes to legislative or regulatory requirements in Australia and Internationally.

**Response**

5. **EMPLOYMENT ISSUES**

5.1 Please advise if the Tenderer, its Related Bodies Corporate or its subcontractors have failed to comply with, received notices under, been found in contravention of provisions of, or been found

guilty of serious misconduct under, relevant Australian workplace and industrial relations legislation or similar laws in other jurisdictions.

**Response**

5.2 Please advise if the Tenderer, its Related Bodies Corporate or its subcontractors have failed to make tax or superannuation/pension contributions on behalf of employees in accordance with law?

**Response**

## ANNEXURE F

### Responses to Registry Project Goals Template

The objective of the RFT is to select a Registry Operator to:

- (a) operate the .au critical infrastructure assets; and
- (b) support auDA to:
  - (i) deliver on its Core Functions and Strategic Focus areas;
  - (ii) build its Strategic Capabilities; and
  - (iii) operate in a manner that aligns with its Values.

For reference, auDA's core functions are set out in its Terms of Endorsement from the Australian Government [here](#) and auDA's corporate strategy is available [here](#).

Tenderers should answer the following questions in the order set out below. If Tenderers elect not to use the response box below to respond to any or all of the questions, Tenderers should, in the document in which it provides its responses, include the relevant question as well as the Tenderer's response

#### Registry Project Goals

**Core Function:** *auDA is required to ensure the stable, secure and reliable operation of the .au domain, as part of Australia's suite of critical infrastructure, as defined under the Security of Critical Infrastructure (SOCI) Act. The critical infrastructure assets overseen by auDA, and managed by way of contracted third parties, include the registry database, the Public WHOIS Service, and the .au top level and second level DNS name servers.*

Please describe how the Tenderer would support auDA to improve the stability, security and reliability of the operation of the .au domain. Please describe recent improvements (within the last 3 years) that the Tenderer has made to the operation of a top level domain (TLD) registry that have made a material improvement to the stability, security or reliable operation of a registry database, WHOIS service, or DNS name service.

**Response**

--

**Core Function:** *auDA is required to administer a licensing regime for .au domain names based in multi-stakeholder processes that is transparent, responsive, accountable, accessible and efficient.*

Please describe how the Tenderer would support auDA to effectively administer the licensing regime for .au domain names. Please describe recent contributions (within the last 3 years) that the Tenderer has made to multi-stakeholder processes at an ICANN or TLD level that have led to, or will likely lead to, a material improvement in the rules associated with a TLD name space.

**Response**

**Core Function:** *auDA is required to advocate for, and actively participate in, multi-stakeholder Internet governance processes both domestically and internationally.*

Please describe how the Tenderer would support auDA to actively participate in multi-stakeholder Internet governance processes both domestically and internationally. Please describe recent contributions (within the last 3 years) that the Tenderer has made to multi-stakeholder processes at a domestic or international level that have led to, or will be likely to lead to, a material improvement in governance of the Internet, including rules governing use of the Internet at a domestic or international level.

**Response**

**Strategic Focus Area: Trust** - *auDA seeks to deliver outcomes that promote and enhance the security and integrity of the .au ccTLD for the*



*benefit of all Australians. As a result, auDA actively works to **drive down DNS abuse.***

Please describe how the Tenderer would support auDA to drive down DNS abuse.

Please describe recent improvements (within the last 3 years) that the Tenderer has made to the operation of one or more TLD registries that have made a material improvement to the reduction of DNS abuse in that TLD.

**Response**

**Strategic Focus Area: Trust** – *auDA seeks to deliver outcomes that promote and enhance the security and integrity of the .au ccTLD for the benefit of all Australians. As a result, auDA actively works to **drive up the integrity of the .au domain.***

Please describe how the Tenderer would support auDA to drive up the integrity of the .au domain through better validation of registry data.

Please describe recent improvements (within the last 3 years) that the Tenderer has made to the operation of a TLD registry that have made a material improvement to the quality of registration data in that TLD (e.g. quality of name, postal address, email address, or phone numbers).

**Response**

**Strategic Focus Area: Trust** – *auDA seeks to deliver outcomes that promote and enhance the security and integrity of the .au ccTLD for the benefit of all Australians. As a result, auDA actively works to **lead world's best practice in ccTLD security.***

Please describe how the Tenderer would support auDA to improve the security of the .au ccTLD.

Please describe recent improvements (within the last 3 years) that the Tenderer has made to the operation of a TLD registry that have made a

material improvement to the security of operations of that TLD, including interfaces with registrars.

**Response**

**Strategic Focus Area: Innovation** – *auDA seeks to challenge its people every day to innovate and improve the .au ccTLD for Australia and to enable innovation by engaging with other stakeholders. As a result, auDA actively works to **improve the utility of the .au by providing a greater choice of .au domain names.***

Please describe how the Tenderer would support auDA to improve the services available for the .au ccTLD to make it more useful to .au users.

Please describe recent improvements (within the last 3 years) that the Tenderer has made to the operation of a TLD registry that have made a material improvement to the utility of that TLD. These improvements could include new products and services developed for the registrars, registrants or users of that TLD.

**Response**

**Strategic Focus Area: Innovation** – *auDA seeks to challenge itself to innovate and improve the .au ccTLD for Australia and to enable innovation by other stakeholders. As a result, auDA actively works to **produce leading insights from its data and community research.***

Please describe how the Tenderer would support auDA to provide insights from the registry data.

Please describe recent insights (within the last 3 years) that the Tenderer has made from the analysis of operational data (including registrant data, WHOIS query data, or DNS data) of a TLD registry or the analysis of any surveys of users of the services of the TLD registry.

**Response**

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<p><b>Strategic Focus Area: Innovation</b> – <i>auDA seeks to challenge its people every day to innovate and improve the .au ccTLD for Australia and to enable innovation by engaging with other stakeholders. As a result, auDA actively works to <b>invest to enable innovation and research by others.</b></i></p> <p>Please describe how the Tenderer would support auDA to invest to enable innovation and research by others.</p> <p>Please describe any recent investments (within the last 3 years) that the Tenderer has made with third party individuals or organisations to create new services that may assist registrars, registrants or users of a TLD.</p>
<p><b>Response</b></p>

<p><b>Strategic Focus Area: Innovation</b> – <i>auDA seeks to challenge its people every day to innovate and improve the .au ccTLD for Australia and to enable innovation by engaging with other stakeholders.</i></p> <p>Please describe how the Tenderer’s internal policies and practices lead to continuous improvement in registry operations.</p> <p>Please describe recent examples (within the last 3 years) where the Tenderer’s internal policies and practices have produced tangible improvements in operations.</p>
<p><b>Response</b></p>

<p><b>Strategic Focus Area: Innovation</b> – <i>auDA seeks to challenge its people every day to innovate and improve the .au ccTLD for Australia and to enable innovation by engaging with other stakeholders.</i></p>
--

Please describe how the Tenderer takes advantage of new innovations in registry technology that help to anticipate, deter and respond to new cyber threats.

Please describe recent examples (within the last 3 years) where the Tenderer has applied new technology in its operations.

**Response**

**Strategic Focus Area: Multi-stakeholder engagement** – *auDA seeks to champion the multi-stakeholder model of Internet governance that underpins an open, free, secure and global Internet, enabling the .au ccTLD to create value for Australia. As a result, auDA actively works to **grow and diversify auDA's membership.***

Please describe how the Tenderer would support auDA to grow and diversify its membership base.

Please describe recent contributions (within the last 3 years) that the Tenderer has made to growing membership or user communities within a TLD.

**Response**

**Strategic Focus Area: Multi-stakeholder engagement** – *auDA seeks to champion the multi-stakeholder model of Internet governance that underpins an open, free, secure and global Internet, enabling the .au ccTLD to create value for Australia. As a result, auDA actively works to **increase auDA's influence in multi-stakeholder Internet Governance.***

Please describe how the Tenderer would support auDA to increase its influence in multi-stakeholder Internet Governance.

Please describe recent contributions (within the last 3 years) that the Tenderer has made to multi-stakeholder processes at a domestic or international level that have shown the benefits of a multi-stakeholder

approach to solving Internet problems compared to more traditional multilateral or unilateral Government approaches to Internet regulation.

**Response**

**Strategic Capability: People** – *auDA recognises its staff make the difference from driving auDA's vision to delivering auDA's value. auDA supports them in their ambition for excellence in their field of expertise – technical, policy, stakeholder engagement and compliance. auDA actively works to **build an organisation that is regarded as an employer of choice.***

Please describe how the Tenderer would also support auDA to build an organisation that is regarded as an employer of choice. For example, the Tenderer could provide training services in areas of its expertise to help build the capabilities of auDA staff.

Please describe recent examples (within the last 3 years) where the Tenderer has assisted in developing the capability of the people within its or a third party organisation.

**Response**

**Strategic Capability: People** – *auDA supports its staff in their ambition for excellence in their field of expertise so that they can engage and share that knowledge with stakeholders. In doing so, auDA actively works to **strengthen the trust and confidence auDA's stakeholders have in auDA.***

Please describe how the Tenderer would support auDA to further strengthen stakeholder trust and confidence in auDA. For example, this could be through providing registrants with information, new services, or through other engagement activities.

Please describe recent examples (within the last 3 years) where the Tenderer has assisted its or a third party organisation to strengthen trust and confidence from its or a third party's stakeholders.

**Response**

**Strategic Capability: Governance** - *auDA is committed to the highest standards of transparency and accountability in its activities. As a result, auDA continuously works to **strengthen transparency and accountability.***

Please describe how the Tenderer would support auDA to further strengthen its transparency and accountability. For example, this could be through providing reporting on improvements to registry operations and delivering on commitments to make improvements to the registry.

Please describe recent examples (within the last 3 years) where the Tenderer has assisted in strengthening its or a third party organisation's accountability and transparency.

**Response**

**Strategic Capability: Governance** - *auDA is committed to the highest standards of transparency and accountability in its activities. auDA actively **strives for excellence in its reporting.***

Please describe how the Tenderer would support auDA to make improvements in its reporting in the context of the [Integrated Reporting Framework](#) initiative from the International Financial Reporting Standards Foundation (**IFRS**).

Please describe recent examples (within the last 3 years) where the Tenderer has strengthened its corporate reporting or assisted in strengthening a third party organisation's corporate reporting.

**Response**

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<p><b>Value: Contribute: Locally &amp; Globally</b> – <i>auDA seeks to serve all Australians and global Internet users.</i></p> <p>Please describe how the Tenderer would support auDA to further develop its culture to contribute local and globally.</p> <p>Please describe recent examples (within the last 3 years) where the Tenderer has improved its culture, or assisted in improving a third party organisation's culture, of contributing to the domestic or global environment.</p>
<p><b>Response</b></p>

<p><b>Value: Better Together</b> – <i>auDA staff collaborate and work together as one auDA.</i></p> <p>Please describe how the Tenderer would support and work together with auDA to further develop its team work culture.</p> <p>Please describe recent examples (within the last 3 years) where the Tenderer has improved its team work culture or assisted in improving a third party organisation's team work culture.</p>
<p><b>Response</b></p>

<p><b>Value: Strive for Excellence</b> – <i>auDA seeks to deliver value and deliver on time, every time.</i></p> <p>Please describe how the Tenderer would support and work together with auDA to further develop its culture for constant improvement and excellence in its delivery of all services.</p>
--

Please describe the Tenderer's current approach to continual improvement and innovation and how the Tenderer adopts this mindset across its operations.

Please describe recent examples (within the last 3 years) where the Tenderer has improved its culture, or assisted in improving a third party organisation's culture, to focus on continuous improvement and excellence in service delivery.

**Response**



## ANNEXURE G

### Responses to ESG Goals Template

#### 1. ESG GOALS EVALUATION SUB-CRITERIA AND RESPONSE INSTRUCTIONS

1.1 auDA will evaluate the extent to which the Tenderer demonstrates it has the commitment and ability to support auDA's ESG goals, having regard to:

- (a) the risk of modern slavery occurring in the Tenderer's supply chains;
- (b) the environmental sustainability of the Tenderer's proposed service delivery including the Tenderer's plans to reduce the carbon footprint of the Registry Services;
- (c) the Tenderer's ability to support better social and economic outcomes for Aboriginal and Torres Strait Islander people in the delivery of the Registry Services;
- (d) the Tenderer's ability to use Australian businesses to contribute to the provision of the Registry Services; and
- (e) the Tenderer's:
  - (i) ability to promote diversity and inclusion, including by:
    - (A) supporting gender diversity at all levels of the Tenderer's supply chain, including in senior leadership positions; and
    - (B) providing opportunities for individuals from culturally diverse backgrounds in the delivery of the Registry Services;
  - (ii) ability to improve social and economic outcomes for disadvantaged groups; and
  - (iii) policies and procedures for improving the lives of those living with disabilities, including their commitment to create deliverables that comply with Web Content Accessibility Guidelines 2.1 AA where applicable.

1.2 Tenderers should answer the following questions in the order set out below. If Tenderers elect not to use the response box below to respond to any or all

of the questions, Tenderers should, in the document in which it provides its responses, include the relevant question as well as the Tenderer's response.

## 2. **MODERN SLAVERY**

Under the [Modern Slavery Act 2018](#) (Cth), the Australian Government seeks to reduce the risk of modern slavery in supply chains.

To enable auDA to assess the risk of modern slavery occurring in the Tenderer's supply chains, Tenderers should describe:

- (a) the supply chains of the Tenderer that will be relevant to delivering the Registry Services;
- (b) the risks of modern slavery practices in the operations and supply chains of the Tenderer, including any subsidiary organisations;
- (c) any actions taken by the Tenderer to assess and address those risks, including due diligence and remediation processes;
- (d) recent examples (within the last 3 years) where they have taken steps to improve their procurement practices to minimise the chance of modern slavery;
- (e) how the Tenderer will take steps to manage the risk of modern slavery in the delivery of the Registry Services. This includes steps to minimise the risk of modern slavery in the supply chains of components of the Registry Services such as computing equipment and third party software; and
- (f) any other information details the Tenderer considers relevant.

<b>Response</b>
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## 3. **ENVIRONMENTAL SUSTAINABILITY**

auDA recognises that data centres and cloud service providers have a significant global carbon footprint. Tenderers should:

- (a) describe how they will work with auDA to improve the environmental sustainability of the Registry Services; and

- (b) provide recent examples (within the last 3 years) where they have taken steps to measure and reduce the carbon footprint of their TLD registry services.

<b>Response</b>
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4. **INDIGENOUS PARTICIPATION**

auDA supports initiatives to create opportunities through digital inclusion and innovation. for the First Nations people of Australia.

Tenderers should provide recent examples (within the last 3 years) where they have taken steps to engage with First Nations communities in Australia, their own country or in other countries.

<b>Response</b>
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5. **SUPPORTING AUSTRALIAN BUSINESSES**

auDA supports, where reasonable and practicable to do so, the participation in or support of local businesses.

Tenderers should:

- (a) describe how they will work with auDA to use Australian businesses to contribute to the Registry Services. For example, the use of local printing companies for promotional materials or the employment of local staff for call centre services; and
- (b) provide recent examples (within the last 3 years) where they have taken steps to use local businesses in their country or other countries where they have substantial operations and numbers of customers.

<b>Response</b>
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6. **DIVERSITY AND INCLUSION**

auDA seeks to ensure that there are equivalent opportunities for women and people from diverse backgrounds.

Tenderers should:

- (a) describe how they would work with auDA to increase inclusion of women and people from diverse backgrounds in the operation of the Registry Services; and
- (b) describe recent examples (within the last 3 years) where they have taken steps to improve their employment practices to increase the proportion of women and people from diverse backgrounds.

<b>Response</b>
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7. **DISADVANTAGED GROUPS**

auDA is committed to seeking better social and economic outcomes for disadvantaged groups (such as people living with a disability or experiencing social hardship).

Tenderers should:

- (a) describe how they would work with auDA to assist disadvantaged groups (for example, through public benefit programs or social procurement practices); and
- (b) provide recent examples (within the last 3 years) where they have taken steps to improve the social and economic outcomes of disadvantaged groups either in their own country or in other countries.

<b>Response</b>
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8. **PEOPLE WITH DISABILITIES**

auDA is committed to web accessibility and making its content more accessible.

Tenderers should:

- (a) describe any policies and procedures they have to improve the lives of those living with disabilities, including their commitment to create deliverables that comply with Web Content Accessibility Guidelines 2.1 AA where applicable; and
- (b) provide recent examples (within the last 3 years) where they have taken steps to make content more accessible for people living with a disability.

<b>Response</b>
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## **ANNEXURE H**

### **Registry Services Price Quote**

See separate document.

## ANNEXURE I

### Financial Due Diligence Template

Tenderers should upload with their Tender the information listed below for the Tenderer and any ultimate parent entity.

DOCUMENT / INFORMATION REQUESTED	PROVIDED
Details of the Tenderer's and (if applicable) its ultimate parent entity's corporate structure, including any wholly or partly owned subsidiaries	<input type="checkbox"/>
Details of any parent or other related company guarantees that may be relevant to the proposed contracting entity	<input type="checkbox"/>
Copies of the last three audited (or provisional) annual reports	<input type="checkbox"/>
Financial statements (Management Accounts) for the current financial year to date and a balance sheet showing the present financial position as at the latest date available	<input type="checkbox"/>
Details of any outstanding indebtedness, including maturity date, terms and repayment schedules or any insolvency issues	<input type="checkbox"/>
Details of insurance cover and suite of policies held and proposed to be held if delivering the Registry Services, including conditions and exclusions	<input type="checkbox"/>
Details of any government grants or financial assistance	<input type="checkbox"/>
Forward financial projections for the current financial year and next financial year, including revenue, gross margin, overhead costs, EBITDA, net cashflow and estimated end of year cash balances	<input type="checkbox"/>
Contact details and authority for auDA to speak to the external accountant(s)/advisor(s) about the financial affairs of the Tenderer and its Related Bodies Corporate	<input type="checkbox"/>
Details of any taxation, litigation or other legal action that may affect the financial position or corporate reputation of the Tenderer and its Related Bodies Corporate	<input type="checkbox"/>

## ANNEXURE J

### Non-compliance with the draft Registry Services Agreement Template

1. **NON-COMPLIANCE TABLE**

- (a) Tenderers must set out in the table below, all proposed departures from the draft Registry Services Agreement.
- (b) Where a departure is proposed, the Tenderer must set out:
  - (i) a brief description of the non-compliance;
  - (ii) an explanation for the non-compliance; and
  - (iii) any proposed amendment in full in mark-up.
- (c) Tenderers must not reserve their position in relation to an issue or state that it is 'subject to further discussions' with auDA. auDA reserves the right to assess any responses of this nature as being materially non-compliant with the Registry Services Agreement or the RFT.
- (d) Tenderers must also clearly identify any departures, which if not agreed to by auDA, will prevent the Tenderer from signing the Registry Services Agreement.
- (e) auDA reserves the right not to negotiate with the Tenderer as part of negotiations on the Registry Services Agreement, in relation to any departure not raised in the table below.

Clause No.	Clause title	Description of non-compliance	Explanation for non-compliance	Proposed amendment to clause
<i>[E.g. 5.1]</i>	<i>[E.g. Service Levels]</i>	<i>[Insert a brief description of the non-compliance with the relevant clause]</i>	<i>[Insert an explanation / rationale for the non-compliance]</i>	<i>[Insert any proposed amendment to the relevant clause in mark-up]</i>
[insert]	[insert]	[insert]	[insert]	[insert]



<b>Clause No.</b>	<b>Clause title</b>	<b>Description of non-compliance</b>	<b>Explanation for non-compliance</b>	<b>Proposed amendment to clause</b>
[insert]	[insert]	[insert]	[insert]	[insert]
[insert]	[insert]	[insert]	[insert]	[insert]