



What the Record Can Show

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Version 1.0, 26 August 2026. This assessment examines what the published instruments of the Hosting Certification Framework make observable about the framework's ongoing disclosure obligation at its highest tier. It rests entirely on those instruments' own text, on the framework's own published list, and on two Commonwealth witnesses' evidence to parliamentary committees. **It is not an assessment of any certified provider, and it makes no claim about anything the Certifying Authority has or has not done.**

The claim is not that anything is secret. A document held by a Commonwealth agency is obtainable on request under the *Freedom of Information Act 1982*, subject to that Act's exemptions, and the Department of Home Affairs' own disclosure log records a hosting-certification document released that way. **The claim is narrower and it is about instruments: of the eleven instruments read here — six of the framework's own (the Deed, the Declaration, the Relevant Change Form, the framework document and two of its web pages) and five Commonwealth Acts, Rules and policies — none requires a decision under the Certified Strategic mechanism to be published without being asked for. Where this assessment states a negative, it states the population the negative was established over, and Section 8 and the limitations restate those populations rather than assuming the reader carried them.**

Quotations reproduce the source's typography, except where a departure is disclosed at the quotation. **Vocabulary counts state the artefact they were taken from and the population counted.**

The four extractions, fixed here for the whole assessment. Every count below was run on four independent extractions of the same hash-pinned file: **pdftotext -layout, pdftotext** in reading order, **PyMuPDF**, and **pypdf**. Where a later sentence says "*four extractions*" it means these four. **Every count reported in this assessment returned the same number in all four**; no count is a range, and none had to be reconciled. **A reader holding the pinned file can re-run any of the four and obtain the printed figure.** The single place where extraction is not sufficient is stated where it arises: Figure 2 of the framework document, which is a raster image.

Version note

This is v1.0, published 26 August 2026. No prior version exists. The assessment is scoped at relevant-change-observability-2026-08/SCOPE.md and its pre-insertion audit under convention 15 is at RULE-15-AUDIT.md.

1. Scope

What is assessed. Eleven published instruments and one published list:

- the **Deed of Certification (Template)**, 20 pages, the instrument the framework requires of certified providers [A-DEED-1];
- the **Declaration by Provider** issued with it, 2 pages [A-DEED-2];
- the **HCF Relevant Change Submission Form**, HA v1.0, the form on which a provider reports [H-RCF-1];
- the **Hosting Certification Framework – March 2021 v2**, 30 pages, the operative framework document [L-HCF-3];
- the framework’s **Resources** and **For Service Providers** pages [AT-HCF-4, AT-HCF-3];
- the **certified-provider list**, at seven captures between 17 January 2022 and 21 July 2026 [six 0-IA-★ captures and H-HCF-1];
- and five Commonwealth instruments that condition an obligation on certification or that impose a publication duty: the *Security of Critical Infrastructure Act 2018* [SC-SOCI-1], the CIRMP Rules [AT-CIRMP-1], the Protective Security Policy Framework 2026 release [L-PSPF-3], the Commonwealth Procurement Rules 2025 [L-CPR-1], and the *Freedom of Information Act 1982* [F-FOI-1].

What is not assessed. No executed Deed. **No executed Deed is public, and this assessment reads only the published standard form.** Nothing here characterises the non-public certification process, and nothing here is a finding about any provider.

The tier. The framework certifies at two levels and **the Deed states two different Relevant Change controls, one for each.** Clause 11.2 governs **Certified Assured**: the provider “*must not cause any Relevant Change to occur without the Certifying Authority’s prior written consent*” [printed 7, PDF 9]. Clause 13.2 governs **Certified Strategic** and takes a different form, a warranty. **This assessment is about the Certified Strategic mechanism, and every mention of it below names the tier.** A statement about “the Relevant Change mechanism” without its tier is not a statement about either, because the Deed states two of them in

different words.

Read mode. A-DEED-1 was read at image resolution, 200 dpi, across **all twenty pages**; convention 22 is met for the whole document. L-HCF-3 was read at image resolution on printed 0, 17, 18, 20, 26 and 27 — every page its claims rest on — and counted across four extractions on the rest. The two Hansard passages were read at image resolution. H-RCF-1 is a Word form with no page image; its XML is the source, and this assessment says so rather than assuming otherwise.

2. What the Certified Strategic mechanism is, in the Deed's words

Relevant Change is defined by five limbs, a. to e., read at printed 3–4 (PDF 5–6), the limb (b) spanning the page break. Limb (b) is the ownership limb:

“a significant change in strategic direction or ownership of the Service Provider that has the potential to adversely affect the reputation of the Commonwealth, the Commonwealth’s security interests, or the delivery of the Service Provider’s Services to Commonwealth Entities;”

The limb is conditional. What makes an ownership change reportable is not the change but a judgement about its *potential to adversely affect*. The framework’s published Form frames the same condition on its face: *“A reportable Relevant Change may include any of the following examples **which have the potential to adversely affect the Commonwealth**”*, the examples including *“A change in ownership”* [H-RCF-1]. **The form does not treat a change in ownership as automatically reportable**, and any citation of the obligation uses that framing.

Four clauses carry the Certified Strategic mechanism. Clause 13.2, the warranty and its remedy; clause 13.5, continuous disclosure; clause 13.7, the pre-report consultation and the confirmation that a change is not a Relevant Change; and clause 13.9, the objection and the good-faith resolution.

13.2 *“The Service Provider confirms and warrants that for the term of the Deed (and any Contract) there will be no Relevant Change except as agreed by the Certifying Authority. If a Relevant Change occurs, and the Certifying Authority does not agree to the Relevant Change (with or without conditions), or the Service Provider does not accept any Certifying Authority conditions, then the Commonwealth Entity has the right to pursue the remedies in clauses 15.1 to 16.2.”* [printed 9, PDF 11]

13.7 *“Without limiting the requirements of this Deed or any Contract, the Service Provider may consult with the Certifying Authority prior to reporting a potential Relevant Change to determine whether that change should be reported. If the Certifying Authority confirms that a change is not considered a Relevant Change, then it will not be a Relevant Change for the purpose of this Deed.”* [printed 10, PDF 12]

13.9 *“If the Certifying Authority objects to a potential Relevant Change, before pursuing other remedies under this Deed, the parties will work together in good faith with the objective of agreeing on measures or a workaround that will resolve the Certifying Authority’s concerns, to the satisfaction*

of the Certifying Authority..." [printed 10, PDF 12]

Clause 13.5 names its own audience. The provider "*must continuously disclose, as soon as practicable, sufficient information as required by the Certifying Authority to ensure that the Certifying Authority (and, through the Certifying Authority, relevant Commonwealth Entities) remain fully informed of potential Relevant Changes that the Service Provider is aware of*" [printed 9, PDF 11]. Its three limbs are the annual declaration (13.5.1), referral of Commonwealth Entities to the Authority or to other departments and agencies (13.5.2), and further information on the Authority's reasonable request (13.5.3).

3. Who a decision under the Certified Strategic mechanism is addressed to

This section is the assessment's substance, and it is established from what the instruments say, not from what they omit.

3.1 The Form states the recipient

The framework publishes the **HCF Relevant Change Submission Form** on its Resources page. Under the heading "*What happens next?*" it states:

"Upon receipt of the Relevant Change Submission Form the Certifying Authority will begin an assessment of the reported relevant change. Should further information be required, your selected Organisation Representative will be contacted. Once all relevant information has been assessed a determination will be made. The Certifying Authority will notify the nominated Organisation Representative of the outcome once reached." [H-RCF-1]

The determination's stated recipient is one named person at the provider. The form collects that person's name, role, email and contact number at items 1.3 to 1.6. **This is a positive statement in the framework's own published form.** It is not an inference from anything the form leaves out.

3.2 The framework's own pages, on its own site

Neither of the two pages below distinguishes Certified Assured from Certified Strategic. They are the framework's general pages, and **the Certified Strategic mechanism's reporting obligation is among what they describe.**

The framework publishes three forms for Service Providers, and all three are submissions to the Certifying Authority. Its Resources page carries exactly three form links — **Annual Declaration Form**, **Provider Contract Report** and **Relevant Change Form** — and describes each as an obligation of the provider: "*Provide your Annual Declaration Form to meet your HCF obligation as a Certified Service Provider*"; "*Provide your Provider Contract Report biannually to meet your HCF obligation as a Certified Service Provider*"; "*Report any Relevant Changes to meet your HCF obligation as a Certified Service Provider*" [AT-HCF-4]. **This is a statement about what the framework publishes**, established by enumerating the form links on the page.

Its process page states the recipient of a decision in the same one-way form the Deed does. The guard first: what follows is evidence of **a stated recipient. It is not evidence that any outcome has been notified,**

and nothing in this assessment reads it as one. Step 5 of the certification process:

“Outcome notification — Applicants are notified of the Certification Assessment outcome and if successful are provided with Certification ID/s.” [AT-HCF-3]

The applicant is the stated recipient.

The same page states the maintenance obligation as the provider’s alone. To maintain Certification a Service Provider must *“report on any potential or up-coming Relevant Change that may adversely affect the Commonwealth”, “complete a Service Provider Contract form biannually”, “undertake a Certification review annually”* and *“maintain compliance with the Hosting Certification Frameworks minimum mandatory requirements”* [AT-HCF-3]. **The missing apostrophe in “Frameworks” is the source’s and is reproduced.**

3.3 Five clauses, and each names two parties

The clauses under which a Relevant Change is agreed, confirmed not to be one, or objected to, and under which a certification is revoked or terminated, are five. Each is quoted above or below, and **each names only the Certifying Authority and the Service Provider:**

Clause	The act	Whom it names
13.2	agreement to a Relevant Change	Certifying Authority ↔ Service Provider; the remedy is a Commonwealth Entity’s, under a Contract
13.7	confirmation that a change is not a Relevant Change	Certifying Authority → Service Provider
13.9	objection, and good-faith resolution	<i>“the parties”</i>
19.1	revocation	<i>“by notice issued to the Service Provider”</i> [printed 14, PDF 16]
19.3	termination	<i>“when the Certifying Authority issues a notice to the effect that the Certification ID has been removed from the Service”</i> [printed 15, PDF 17]

Losing a certification is a notice to the provider. So is gaining one: clause 7.1 grants Certification *“when the Certifying Authority issues a Certification ID for that Service”* [printed 6, PDF 8].

3.4 Every notice instrument in the Deed runs to the provider

The Deed uses notice nine times and notify once — ten in total, and the counts are identical across four extractions of the whole 20-page document (pdftotext -layout, pdftotext raw, PyMuPDF, pypdf). The Deed carries no raster images on any of its twenty pages, so no text on it sits outside those extractions. Each of the ten was then read in place at image resolution, because a count finds a word and this assessment needs a proposition:

Clause	Page	What it does
3.1.1	printed 5 (PDF 7)	<i>“comply with any notice from the Certifying Authority”</i>
6.3	printed 6 (PDF 8)	<i>“may notify the Service Provider”</i>
6.4 (×2)	printed 6 (PDF 8)	a notice under 6.3, to the provider
14.6	printed 11 (PDF 13)	<i>“by notice to the Service Provider”</i>
14.7	printed 12 (PDF 14)	<i>“Upon receiving a notice under clause 14.6, the Service Provider must...”</i>
19.1 (×2)	printed 14 (PDF 16)	<i>“by notice issued to the Service Provider”</i>
19.1.1	printed 14 (PDF 16)	notice of grounds for a proposed revocation
19.3	printed 15 (PDF 17)	notice that the Certification ID has been removed

Part F, Miscellaneous, contains no Notices provision. Read end to end at image resolution [printed 16–17, PDF 18–19], it runs governing law, amendment, counterparts, entire agreement and no reliance, severability, waiver, assignment and novation, and further assurance, and ends at 23.11. **The Deed issues notices throughout and nowhere states how or to whom they are given beyond naming the provider in each clause.**

3.5 The Deed enumerates who receives information, and the public is not among them

Clause 18 is the Deed’s information-sharing architecture, and its recipients are enumerated. The provider consents to the Certifying Authority *“obtaining and using information from other Australian Government departments and agencies”* (18.1.1) and *“sharing information received under this Deed with other Australian Government departments and agencies”* (18.1.2), and to the Authority *“sharing the following information with any Commonwealth Entity”* (18.2), including at 18.2.3 *“confirmation of whether the Service Provider has Certification and the Services for which Certification has been granted”* [printed 14, PDF 16].

The information at 18.2 is not a closed list — 18.2.5 reaches “*any other information agreed in writing between the Certifying Authority and the Service Provider*”. **The recipients are.** They are other Australian Government departments and agencies, and any Commonwealth Entity.

Two further limits sit on the same enumeration.

Enforcement closes at two classes. Recital E records that the provider “*has also agreed that the terms of this Deed are enforceable by the Certifying Authority and by Commonwealth Entities, in the manner provided for in this Deed*” [printed 1, PDF 3].

And the obligation can be discharged sideways. Clause 13.10 relieves the provider of disclosure under the Deed to the extent that it “*or its officers have already disclosed that information to the Commonwealth or to another Australian Government Department or agency under Another Relevant Framework*” [printed 10, PDF 12] — a term defined at clause 1.1 as the *Foreign Acquisitions and Takeovers Act 1975* (Cth), the *Foreign Acquisitions and Takeovers Regulation 2015* (Cth), “*or (once legislated) the Security Legislation Amendment (Critical Infrastructure) Bill 2020 (Cth) or any related regulations, or any successor legislation or regulations*” [printed 2, PDF 4]. **This is a statement about what clause 13.10 permits.** It is not a statement that any provider has made such a disclosure, and nothing here is a claim about what any other framework holds.

Clause 20 runs the other way. The provider “*must not, without the prior consent of the Certifying Authority, disclose information about this Deed or the Assessment*”, except 20.1.1 to Commonwealth Entities for a Contract, 20.1.2 to internal management personnel, 20.1.3 “*as authorised or required by law*”, and 20.1.4 where the information is already in the public domain otherwise than by breach. **Clause 20.2 is the Authority’s own gateway and it is permissive:** the Authority or a Commonwealth Entity “*may disclose confidential information of the Service Provider as required for public accountability purposes (including to Ministers of the Australian Parliament or to other Commonwealth Entities)*” [printed 15, PDF 17].

The word publish occurs once in the whole Deed — at clause 5.1, “*the requirements for Assessment published by the Certifying Authority from time to time*”, which are the assessment criteria and not a decision. **publication, website and gazette occur zero times.** public occurs three times: the *Public Governance, Performance and Accountability Act 2013* in the definition of Commonwealth Entity, “*public domain*” at 20.1.4, and “*public accountability purposes*” at 20.2. **Counts run across four extractions of the whole document; identical in each.**

4. What the framework says the Certified Strategic control is for

The framework’s own operative document names the control after the thing it is meant to deliver, and names its audience in the same cell.

Table 5, *Certified Assured Controls*, printed 17 (PDF 20), gives the topic “**Visibility of ownership**” against the control “*Seek the Agency’s approval before any ‘Relevant Change’ occurs.*” Table 6, *Certified Strategic Ownership Controls*, printed 18 (PDF 21), gives the topics “**Continuity of ownership; Influence over direction; Visibility of direction**” and, separately, “**Timely disclosure**”:

Control / Clause: *“Disclose sufficient information required by the DTA and the relevant Agency to ensure that the DTA and the relevant Agency remain fully informed of events that may lead to a ‘Relevant Change’.”* **Risk / Rationale:** *“Fully informed to mitigate against the risk of change.”*

Visibility is the framework’s own word for what the control delivers, and the same row states to whom: the DTA and the relevant Agency. This assessment reads a table’s row label together with the row’s rationale cell, and quotes both, so a reader may test the reading against the same evidence.

The framework’s appendix says the same in prose. Providers seeking Certified Strategic status must *“continuously disclose sufficient information required by the DTA and the relevant Agency”* and *“seek the Agency’s approval before any ‘Relevant Change’ occurs. Such approval may be given or withheld at the Agency’s sole discretion and subject to conditions.”* [printed 26, PDF 29]

The framework document contains zero occurrences of publish, publication or website, identical across four extractions of its 30 pages — with one exclusion stated on the figure: **the counts do not reach Figure 2.**

Figure 2, *Certification Process Flow*, printed 20 (PDF 23), is a raster image occupying 41 per cent of the page, and not one word of it appears in any of the four extractions. It was read at image resolution, which is the only way it can be read. **It draws two processes.** The Certification Process terminates in *“Assured Certification Granted”* and *“Strategic Certification Granted”*; the Certification Exit Process runs from *“Evidence of breach”* through *“Breach of Certification No new contracts issued”* to either *“Assured / Strategic Certification Resolved”* or *“Removal of Certification”*. **Its legend names five actor classes — DTA, Provider, Government, Approver, Signatory.** **On the reading of that figure, no step in either process is a publication step, and the public is not one of the five classes.**

5. The certified-provider list

The list is where the framework publishes who is certified, and each entry carries a name and a code.

At all seven captures read — 17 January 2022, 14 December 2024, 16 February 2025, 23 June 2025, 16 September 2025, 14 November 2025 and 21 July 2026 — each Strategic-tier entry is a provider name and a facility, enclave or service designation. **No entry carries a certification date, a Certification ID, an ABN or ACN, a status field, or any field recording a change.** The whole of each capture’s main content was read end to end. **The measure, so a reader can repeat it: the <main> element of each pinned capture, with <script> blocks removed, tags stripped and whitespace collapsed, runs from 1,167 to 2,580 characters across the seven — 1,167; 1,819; 1,819; 1,959; 2,415; 2,580; and 2,527 for the 21 July 2026 capture. The passage where such a field would sit is therefore the entire list, and it was read.** The only date-bearing text on any of the seven is the reform notice — *“effective from 3 November 2025”* — which is not per-entry.

The Internet Archive holds 45 distinct-digest captures of the list’s address, the first at 17 January 2022 and the last at 7 January 2026, each HTTP 200 [0-IA-CDX]. The list is client-rendered and a substantial proportion of those snapshots archive as empty shells, so 45 snapshots are not 45 readable lists; the six pinned here are populated ones.

Entries enter and leave the list, and before the examples: no inference is drawn from any of them about why an entry moved. A movement of this kind is consistent with a revocation, with a termination on the provider's own application, with a corporate name change, with a facility added or withdrawn, and with an editorial update. **What follows is a record of what the captures show, and nothing else.**

"Kyndryl – Government zCloud Service offering" stands on 17 January 2022 and is absent on 14 December 2024; *"iSeek Pty Ltd – LDR2"* and *"Medihost Solutions - Cloud Service offering"* stand on 14 November 2025 and are absent on 21 July 2026; *"HMC Digital Infrastructure – HMC SYD-01"* stands on 14 November 2025 where *"DigiCo – SYDI"* stands on 21 July 2026.

The observation is that the list does not say which, and it is an observation about the list, not about any provider.

6. The surrounding instruments, and the distinction that matters

6.1 Two instruments condition an obligation on certification

The *Security of Critical Infrastructure Act 2018* uses the word hosting exactly twice in the whole compilation — counts identical across the four extractions — and both occurrences are in section 30AB(4), which switches off Part 2A for an asset where *"an entity holds a certificate of hosting certification (strategic level)"* issued under *"the scheme that is ... administered by the Commonwealth; and ... known as the hosting certification framework"* [SC-SOCI-1, compilation 9, **printed 88 (PDF 100)**].

The Act's own register is closed by statute. Section 22, *Register not to be made public*, at **printed 80 (PDF 92)**: *"The Secretary must ensure that the Register is not made public."* A Note to that section cross-references Division 3 of Part 4 for the recording, use and disclosure of protected information that may be contained in the Register.

The Protective Security Policy Framework conditions a second obligation on the same certification. Requirement III, quoted whole:

"Security classified or systems of government significance information and data is securely hosted using a Cloud Service or Data Centre Service that has been certified against the Australian Government Hosting Certification Framework or the Australian Government Hosting Certification Framework 2."

It is a row in a table, categorised TECH under 15. *Cyber Security Programmes*, applying to all entities, dated 1/07/2026, status Modify, and marked **Mandatory** and **Scored** [L-PSPF-3, **PDF 2 of 7; the release carries no printed page numbers**]. That release contains zero occurrences of **publish**, identical across four extractions.

Read against Section 5, this is the assessment's sharpest observation. A Commonwealth statute and a whole-of-government policy each turn on whether a provider holds a Strategic-level certification, and **the framework's published list carries no certificate, no Certification ID and no legal-entity identifier.** **Nothing follows from this about whether any entity holds such a certification or claims either**

provision. The observation is that the public record does not answer the question those instruments ask.

6.2 The CIRMP Rules and the Procurement Rules

The CIRMP Rules use publish eight times and every one cites an externally published standard — the Australian Signals Directorate’s *Essential Eight Maturity Model*, the *Cybersecurity Framework (CSF) 2.0* published by the National Institute of Standards and Technology, and a model published by the Australian Energy Market Operator. **The Rules contain zero occurrences of hosting certification and zero of relevant change** [AT-CIRMP-1, compilation 2].

The Commonwealth Procurement Rules do impose a publication duty, and it is aimed elsewhere. Rule 7.18, under the heading *Reporting arrangements*: relevant entities “*must report contracts on AusTender within 42 days of entering into a contract when it is valued at or above the reporting threshold*”, the thresholds being **\$10,000** for non-corporate Commonwealth entity contracts and, for prescribed corporate entities, **\$400,000** or **\$7.5 million** for construction services [L-CPR-1, printed 19 (PDF 19)]. **The Rules italicise their defined terms** — *relevant entities, contracts, AusTender, days, reporting threshold* — **and the quotation above does not reproduce the italics.** AusTender occurs 21 times and publish 16 times in the 2025 Rules; **hosting occurs zero times and relevant change zero times**, identical across four extractions. **This assessment does not say that Commonwealth instruments never require publication. It says that the five read here do not require publication of this.**

6.3 The distinction on which the assessment turns

The Freedom of Information Act 1982 makes documents obtainable on request. It does not require a decision to be published unasked. Both halves are in the Act.

What must be published proactively is set by the information publication scheme at section 8(2), which includes at (j) an agency’s **operational information**. Section 8A(1), quoted in full:

“An agency’s operational information is information held by the agency to assist the agency to perform or exercise the agency’s functions or powers in making decisions or recommendations affecting members of the public (or any particular person or entity, or class of persons or entities).”

“Example: The agency’s rules, guidelines, practices and precedents relating to those decisions and recommendations.”

— [F-FOI-1, printed 32 (PDF 44)]

The scheme’s object is the rules by which decisions are made.

The disclosure log runs the other way. Section 11C applies “*if an agency or Minister gives a person access to a document under section 11A*” — that is, **after a request** — and its duty at 11C(3) to “*publish the information to members of the public generally on a website*” is subject to the exceptions at 11C(1), which include **(b)** “*information about the business, commercial, financial or professional affairs of any person, if it would be unreasonable to publish the information*”.

Section 8(2)(g)(ii) carries the same carve-out for routinely-released information [printed 31 (PDF 43)], and section 8C(1) provides that an agency *“is not required under this Part to publish exempt matter”* [printed 32 (PDF 44)]. Section 11C is at printed 42 (PDF 54).

The Department of Home Affairs’ 2025 disclosure log bears this out. Its 300 entries, spanning 28 September 2024 to 9 December 2025, were read in full. Exactly one concerns hosting certification: FA 25/07/02160, *“Hosting Certification Framework, draft July 2025”*, disclosed 17 September 2025, access recorded as *Partial* [F-DL-1]. A rule document, after a request, in part. No entry in that log describes a Relevant Change, a determination, a revocation or a termination. The population is one department, one log, that window.

7. The parliamentary record

Three ParlInfo searches were run on 26 August 2026 and returned no description of a decision under the Certified Strategic mechanism in what was captured and read. The bounds are stated here and repeated wherever the negative is used: three queries, one date, 45 results captured of 3,219 matched.

Query	Matches	Captured	Collections faceted
"relevant change" hosting	19	15	Bills and Legislation 2, Publications 17 — zero in Committees, Hansard, Media, Senate or House
"certified strategic"	36	15	Media 26, Committees 4, Publications 3, Library 2, Bills and Legislation 1
hosting certification	3,164	15	Publications 2,484, Media 292, Committees 189, Library 133, Bills and Legislation 37, Senate 21, Australian Parliament Website 4, House of Representatives 3

ParlInfo’s own Collection facets sum to its own printed total in two of the three captures. "relevant change" hosting [P-PI-2] sums to 19 against a printed 19, and "certified strategic" [P-PI-1] sums to 36 against a printed 36. In hosting certification [P-PI-3] they sum to 3,163 against a printed total of 3,164, and the Date facets in that same capture sum to 3,164. The counts in the table above are the captures’ own.

The searches were run in a browser because ParlInfo refuses a default-agent HTTP request, and the session was anonymous — each capture carries “Log in”, not “Log out”, in its header. Any member of the public can re-run them.

The quoted phrase did not behave as a phrase, and that makes the nil result stronger rather than weaker. Each result carries a term-count line of the form change: 1 hosting: 1 relevant: 1, counting the three words separately. Eleven of the fifteen captured results for “relevant change” hosting contain no instance of the phrase at all, matching instead on *hosting* a conference, *co-hosting* a symposium, a *re-hosting* task, and areas *hosting* nuclear facilities. Four carry the literal phrase, and it means something else in every one: a security clearance revalidation “*assessing any relevant change of circumstances*”; a credit-reporting provision in an Australian Law Reform Commission report; “*a request for a relevant change affecting safety*” under a nuclear licence condition; and “*implementation of the relevant change*” in a Customs information-services agreement.

Both Bills and Legislation matches for that query are within the fifteen captured, so that collection was read in full. Both are the same *Security of Critical Infrastructure and Other Legislation Amendment (Enhanced Response and Prevention) Bill 2024* Explanatory Memorandum, in its House and Senate prints.

What the searches found instead of a decision were two Commonwealth witnesses describing the obligation. Both are quoted from the Hansard, which was retrieved and read; neither is quoted from a search-result snippet, and in both cases the snippet stopped short of the words that matter.

The guard on all three passages that follow, stated before them. Each describes what the Deed requires of a provider. None of them says that a Relevant Change was ever reported, agreed, refused, or confirmed not to be one, and none is read here as saying so. A witness explaining an obligation is evidence of the obligation. It is not evidence that the obligation was ever engaged, and this assessment draws nothing from these passages beyond what the Deed and the framework document already establish.

Mr Chris Fechner, Chief Executive Officer, Digital Transformation Agency, Senate Economics References Committee, Tuesday 22 August 2023, printed page 14:

“Microsoft and AWS are both what we call ‘certified strategic’, which means that under contract and under deed from the Commonwealth they are bound to a number of conditions, such as keeping data geographically resident in Australia, ensuring that the ownership and control of their data centres meets the requirements of the Commonwealth and ensuring that they have security cleared personnel who maintain and support access to Commonwealth data on their resources. Should any of those controls change, the companies under deed bear the responsibility for migrating that data to an alternative function.”

Mr Fechner, Joint Committee of Public Accounts and Audit, Friday 15 November 2024, printed page 18. The question he was answering is what gives the answer its sense:

CHAIR: *“And the Commonwealth doesn’t have visibility of that?”*

Mr Fechner: *“What we’re starting to look at is things like the supply chain and how we can*

start to control those things to understand where those risks are, but it's also about whether we start putting information into procurement that says, 'You need to fully inform the Commonwealth of any downstream suppliers that you need to use.'"

CHAIR: *"Sounds like a great idea."*

Mr Fechner: *"A good example of that is the Hosting Certification Framework that Home Affairs now operates, which requires data centre providers and cloud providers to tell us about their ownership, their supply chain, their security controls and other parties that are involved in their environment. We see those sorts of things as requirements to make sure that the Commonwealth has good protections in this space."*

Mr Hamish Hansford, Deputy Secretary, Cyber and Infrastructure Security, Department of Home Affairs, at the same hearing as the first passage, printed page 45, on section 30AB(4):

"There is a carve-out in the Security of Critical Infrastructure Act to say that, if you are certified strategic under the Hosting Certification Framework, you don't then have to do a risk management program, because, objectively, the Hosting Certification Framework is at a higher standard than the broader risk management program for the critical infrastructure economy."

The guard again, at the one sentence most likely to be misread. *"Should any of those controls change, the companies under deed bear the responsibility for migrating that data to an alternative function"* is Mr Fechner stating what the Deed obliges a provider to do **if** a control changes. **It is a conditional obligation. It is not evidence that any control changed, and this assessment does not read it as one.**

8. The finding

At the Certified Strategic tier, the framework's ongoing disclosure obligation is complete on the face of the published instruments, and — on the eleven instruments and one list read here — each step those instruments state is addressed to the provider or to a recipient inside government.

1. **The trigger is a judgement the provider makes.** Limb (b) reaches an ownership change only where it *"has the potential to adversely affect"*, and the published Form frames its examples the same way.
2. **The determination has one stated recipient.** *"The Certifying Authority will notify the nominated Organisation Representative of the outcome once reached."*
3. **The five clauses under which a Relevant Change is agreed, confirmed not to be one, or objected to, and under which a certification is revoked or terminated, name two parties between them.** So does the grant.
4. **All ten notice instruments in the Deed run from the Authority to the provider,** counted across four extractions of a document with no raster pages and each read in place.
5. **The Deed enumerates the recipients of information under it — other Australian Government departments and agencies, and any Commonwealth Entity — and the public is not among them.** Clause 20.2's gateway names Ministers and Commonwealth Entities.

6. **The framework names the control “Visibility of ownership” and “Visibility of direction”, and names the audience in the same row: the DTA and the relevant Agency.**
7. **The published list carries no field in which a change could appear**, at seven captures across four and a half years.
8. **Two Commonwealth instruments condition an obligation on holding a certification the published record does not evidence**, and a third — the Procurement Rules — requires publication of contracts, not certifications.
9. **The *Freedom of Information Act* requires the rules to be published and the outcomes to be asked for.**

The finding is therefore not that anything is unavailable. It is that **of the eleven instruments read here — six of the framework’s own and five Commonwealth Acts, Rules and policies — none requires a decision under the Certified Strategic mechanism to be published without being asked for; and the framework’s published list, at seven captures, holds no field in which such a decision would appear if it were.** A reader of the public record cannot observe that the Certified Strategic mechanism has operated, and cannot observe that it has not.

This is a statement about instruments. It is not a statement about conduct, and nothing in it is capable of being one.

LM · Limitations of this assessment

1. **No executed Deed is public and none was read.** Every statement about the Deed is a statement about the published standard form. **Nothing is claimed about what any executed deed provides**, or about whether the Certifying Authority has agreed a different form under the Declaration’s “*unless otherwise agreed*” limb.
2. **The parliamentary negative is bounded three ways** and every use of it repeats them: three queries, one date — 26 August 2026 — and **45 results captured of 3,219 matched. No sentence in this assessment says the parliamentary record contains nothing.** A question on notice or an estimates answer describing an outcome under clauses 13.2, 13.7, 13.9, 19.1 or 19.3 would falsify Section 8, and the 3,164-match set is where it would sit.
3. **Eleven of the fifteen captured results for “certified strategic” are newspaper clippings, seen only as a results-page row — title, date, source and author. None was retrieved and none is used.** Reporting is a pointer in this corpus, never a source.
4. **The framework document’s control-word counts do not reach Figure 2**, which is a raster image no extraction can read. The figure was read at image resolution instead, and Section 4 says so where the count is stated.
5. **The FOI disclosure-log figure covers one department, one log, and the window 28 September 2024 to 9 December 2025.** It is not a statement about the Commonwealth, and not about other years.
6. **L-HCF-3 was read at image resolution on six pages and counted on the rest.** Every claim drawn from it in Section 4 rests on a page that was read.

7. **The certified-provider list is client-rendered**, and a substantial proportion of its archived snapshots hold no entries. The seven captures read here are populated ones; **the 45 in the index are not 45 readable lists**.

What this assessment is not

A confidential mechanism is not necessarily a defective one. Commercial sensitivity, security sensitivity, and a provider's own duties of confidentiality are ordinary reasons for a certification decision to be private, and the Deed says so in its own terms at clause 13.10 and clause 20.1. **This assessment takes no position on whether the design is right.**

It makes no claim that any provider failed to disclose anything.

It makes no claim that the Certifying Authority did or did not do anything.

It makes no claim that the Certified Strategic mechanism has or has not been used. That is the point of the assessment and it must not be read as an insinuation: the finding is that the public record cannot answer the question, not that there is an answer being kept from it.

It draws no inference from the absence of a public record. Sections 3, 4 and 6 rest on what the instruments affirmatively say — a named recipient, an enumerated class, a statutory prohibition, a definition.

Related published assessments

- **AOS-HCF-2026-001**, *Who Owns the Strategic Tier* — the ownership chains of the 28 Strategic-tier certified providers, and the register-integrity findings on the certified-provider list.
- **AOS-ASR-2026-001**, *What the Instruments Require* — the assurance-method gap, including the Deed's clauses 13.3 to 13.5 and the Declaration by Provider.
- **AOS-HCE-2026-001** — the hosting certification exemption at section 30AB(4) of the *Security of Critical Infrastructure Act 2018*.

End of document.