



**Queensland  
Government**  

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**Treasury**

**AGREEMENT**

**for the**

**PROVISION OF SERVICES**

**Project Director  
Schedule 9 re-plan**

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**THIS AGREEMENT** is made

**BETWEEN** the STATE OF QUEENSLAND through the Treasury Department ("the Principal")

**AND** Information Professionals ABN: 73 094 990 057, (" the Contractor")

**RECITALS**

- A. The Contractor has agreed to perform certain Services for the Principal.
- B. The parties wish to record the terms and conditions of their agreement.

**IT IS AGREED -****1. INTERPRETATION**

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In this Agreement -

(a) the following definitions apply -

*"Agreement"* means this document and all schedules to it;

*"Commencement Date"* means the date on which this Agreement is executed by the parties, or if not executed by the parties on the same date, means the date of execution by the Contractor;

*"Contract Material"* means -

- (i) any material forming part of or constituting a Deliverable that is created, written or otherwise brought into existence by or on behalf of the Contractor in the course of performing the Services (called "new Contract Material"); and
- (ii) any material that exists at the Commencement Date and is incorporated into a Deliverable (called "existing Contract Material");

*"Deliverable"* means any document, piece of equipment, data listing or other creation required to be delivered to the Principal in order to complete the performance of the Services;

*"Encumbrance"* in relation to Intellectual Property, means any licence (including an implied licence), charge, lien or other interest inconsistent with unencumbered ownership by the Principal;

*"Force Majeure"* means any event beyond the reasonable control of the party affected and includes an event due to natural causes that happens independently of human intervention;

*"Intellectual Property"* includes copyright, designs, patents and trade mark rights (whether registered or unregistered);

*"Key Personnel"* mean the representatives of the Contractor specified in Schedule 2;

"*Maximum Travel Expense Amount*" means the amount specified in Schedule 2 or the total amount of Travel Expenses that the Principal has consented to reimburse under clause 5.4;

"*Moral Rights*" means the author's:

- (i) right to attribution of authorship;
- (ii) right not to have authorship falsely attributed; and
- (iii) right to integrity of authorship

in respect of copyright in, related to, or arising out of, the Contract Material;

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

"*Principal's Consent*" means prior written consent [which will not be unreasonably withheld] of the Principal which may be given subject to such terms and conditions as the Principal may see fit to impose;

"*Project Officer*" means the person specified in Schedule 2 or any other person substituted by the Principal by notice to the Contractor;

"*Records*" means all material including but not limited to books, documents, information, computer software, equipment, and data stored by any means disclosed, or made available, by the Principal to the Contractor in connection with the performance of this Agreement;

"*Services*" means the Services described in Schedule 1;

"*Travel Expenses*" means those expenses for which a Contractor is entitled to be reimbursed under the *Queensland Treasury Department Travel Policy*;

"*Travel Policy*" means the *Queensland Treasury Department Travel Policy (Domestic and Overseas)* dated March 2006 as amended from time to time.

- (b) clause headings are not to be used as an interpretation aid;
- (c) words in the singular include the plural and words in the plural include the singular according to the requirements of the context; and
- (d) a reference to a clause or a schedule is a reference to a clause or a schedule of this Agreement.

## **2. TERM**

- 2.1 This Agreement will start on the Commencement Date and unless earlier terminated in accordance with its terms, continue until the Services have been performed in accordance with this Agreement.
- 2.2 Where specified in Schedule 2, the Principal may, by notice in writing to the Contractor not less than one (1) month prior to the expiration of this Agreement, extend the Term for a further period as defined in Schedule 2 ("at the First Extended Term") on the same terms and conditions as this Agreement.

- 2.3 Where specified in Schedule 2, the Principal may, by notice in writing to the Contractor not less than one (1) month prior to the expiration of the First Extended Term, extend the Term for a further period as defined in Schedule 2 after the expiration of the First Extended Term on the same terms and conditions as this Agreement (except this option to extend).

### **3. THE SERVICES**

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- 3.1 The Contractor will provide and complete the Services through its Key Personnel, to the standards and in the manner, frequency, quantity and times specified in Schedule 1.
- 3.2 The Contractor will -
- (a) inform itself of the Principal's stated requirements in respect of the Services;
  - (b) consult regularly with the Principal throughout the performance of the Services; and
  - (c) act professionally at all times and exercise skill, care and diligence in performing the Services.
- 3.3 The Contractor warrants that it has the qualifications, admissions and memberships (if any) specified in Schedule 2.
- 3.4 The Contractor will ensure that the Deliverable (if any) specified in Schedule 1 complies with the standards and specifications (if any) set out in Schedule 2.
- 3.5 Where specified in Schedule 2, the Principal will provide the specified assistance to the Contractor.

### **4. KEY PERSONNEL**

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- 4.1 The Services will be performed by the Key Personnel except with the Principal's Consent. A person replacing one of the Key Personnel with the Principal's Consent will be one of the Key Personnel during the period of the person's engagement on the Services.
- 4.2 The Contractor will ensure that Key Personnel are competent and have the necessary skills to perform the Services on which they will be engaged.
- 4.3 Contractor will not without the Principal's Consent -
- (a) allow Key Personnel to delegate any part of the Services; and
  - (b) allocate tasks not connected with the Services to any of the Key Personnel engaged on the Services on a full time basis until completion of the Services allocated to that person.
- 4.4 If any of the Key Personnel are not available to perform any of the Services allocated to them the Contractor will immediately -
- (a) give notice to the Principal of the circumstances; and
  - (b) if so requested by the Principal, arrange for replacement of that person with a person satisfactory to the Principal at no cost to the Principal.



- 4.5 The Principal may, on reasonable grounds, give notice requiring the Contractor to remove Key Personnel from working on the Services. Upon receipt of a notice pursuant to this clause 4.5, the Contractor will, at no cost to the Principal, promptly remove and replace the Key Personnel referred to in the notice with a person satisfactory to the Principal.

## **5. FEES AND REIMBURSABLE EXPENSES**

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- 5.1 The Contractor will provide the Services for the fee specified in Schedule 2.
- 5.2 The Contractor will not be entitled to be paid for any part of the Services which the Project Officer has certified as not having been performed in accordance with this Agreement.
- 5.3 The Contractor will promptly perform or perform again any part of the Services certified as not being performed in accordance with this Agreement and the Principal may, without limiting any other right it may have, defer payment for that part of the Services until the Project Officer has certified that the Services have been performed or performed again in accordance with this Agreement.
- 5.4 The Contractor may include in an invoice under clause 6 a claim, and be paid, for expenses described in Schedule 2 after those expenses have been incurred by the Contractor. The Principal will only reimburse the Contractor for other expenses that have been incurred by the Contractor with the Principal's Consent.
- 5.5 If the Principal agrees under clause 5.4 to reimburse the Contractor for Travel Expenses incurred by the Contractor, the Travel Expenses will only be paid if incurred by the Contractor in accordance with the Travel Policy. The Contractor will not be entitled to be reimbursed for Travel Expenses which exceed the Maximum Travel Expense Amount.

## **6. PAYMENT**

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- 6.1 The Principal will not have any obligation to pay the Contractor for any part of the contract until the Principal has been given a correctly rendered invoice.
- 6.2 The Contractor will be paid in accordance with Schedule 2. Invoices must be in sufficient detail to allow the Principal to assess progress against targets. For work carried out on a time basis, invoices must be supported by Records of times spent by individuals on the Services, certified by the Contractor and the Project Officer.
- 6.3 Upon receipt of an invoice the Principal may require the Contractor to provide additional information to assist the Principal to determine whether or not an amount is payable.
- 6.4 The Principal will make payment of a correctly rendered invoice within 30 days after receipt of the invoice or, if additional information is required by the Principal pursuant to clause 6.3, 30 days after receipt of the additional information.

- 6.5 For the purposes of this clause 6, a correctly rendered invoice is an invoice that has been submitted to the Principal in accordance with clause 6.2 and -
- (a) the amount claimed in the invoice is due for payment pursuant to this Agreement;
  - (b) the amount claimed in the invoice is correctly calculated in accordance with this Agreement; and
  - (c) the invoice correctly identifies the Services performed.
- 6.6 The Principal will notify the Contractor within 14 days after receipt of an invoice found not to be correctly rendered.
- 6.7 If an invoice is found, after the Principal has paid the invoiced amount to the Contractor, not to have been a correctly rendered invoice, the Principal will -
- (a) pay any amount owed to the Contractor within 30 days of receipt of a correctly rendered invoice or, if additional information is required by the Principal pursuant to clause 6.3, 30 days after receipt of the additional information; and
  - (b) Deduct any amount owed to the Principal from the next invoiced payment or, if no other payment is due to the Contractor pursuant to this Agreement, recover the amount from the Contractor as a debt due to the Principal.
- 6.8 Payment of money to the Contractor will not constitute an admission by the Principal that any of the Services have been performed in accordance with this Agreement.

## **7. NO AGENCY**

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The Contractor will not -

- (a) represent itself or allow itself to be represented as an employee or agent of the Principal; or
- (b) by virtue of this Agreement be or become an employee or agent of the Principal.

## **8. CONFLICT OF INTEREST**

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- 8.1 The Contractor warrants that, to the best of its knowledge, it does not, and is not likely to have any conflict of interest in the performance of this Agreement. If a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than the Principal) the Contractor will immediately give notice of the conflict of interest, or the risk of it, to the Principal.
- 8.2 The Contractor will take all reasonable measures to ensure that its employees, agents and subcontractors do not engage in any activity or obtain any interest which is in conflict with providing the Services to the Principal fairly and independently. The Contractor will immediately give notice of any conflict of interest relating to the activities or interests of any of its employees, agents or subcontractors to the Principal.
- 8.3 If the Principal is given notice of a conflict of interest pursuant to clause 8.1 or 8.2, the Principal may proceed in accordance with clause 17 to terminate this Agreement.

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## 9. CONTRACT MATERIAL

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- 9.1 Unless otherwise specified in Schedule 2 pursuant to clause 9.4 or clause 9.5, title to and Intellectual Property Rights in all new Contract Material will vest in the Principal in accordance with clause 9.2.
- 9.2 Title to and Intellectual Property Rights in all new Contract Material, including each and every stage of design and production of it, will upon its creation be transferred to the Principal without need for further assurance free from all Encumbrances. Where the Contractor is an individual, the Contractor consents to any acts or omissions of the Principal in the exercise of rights or assignments granted to the Principal under this clause that would otherwise infringe the Moral Rights of the Contractor.
- 9.3 This Agreement does not affect Intellectual Property Rights in existing Contract Material but the Contractor grants, and will ensure that relevant third parties grant, to the Principal a paid up non-exclusive, non-transferable licence -
- (a) to use, reproduce and adapt for its own use; and
  - (b) to perform any other act with respect to copyright; and
  - (c) to manufacture, sell, hire or otherwise exploit a product or process or to provide a service or to licence a third party to do any of those things in respect of,
- the existing Contract Material but only as part of the Contract Material (and any further development of that material).
- 9.4 Where specified in Schedule 2, right and title to the Intellectual Property Rights in the new Contract Material so specified are assigned to the Contractor and the Contractor grants to the Principal a non-exclusive, non-transferable, irrevocable and paid-up licence to use, reproduce and adapt the Contract Material on the terms and conditions specified in Schedule 2.
- 9.5 Where specified in Schedule 2, right and title to the Intellectual Property Rights in the new Contract Material so specified will vest in the parties as co-owners in equal shares on the terms and conditions specified in Schedule 2.
- 9.6 Upon the expiration or earlier termination of this Agreement, the Contractor will deliver to the Principal all Records, Contract Material and all copies of it, and if necessary, transfer or have transferred any Intellectual Property Rights to the Principal.
- 9.7 The Contractor will ensure that Contract Material and Records are used, copied, supplied or reproduced only for the purposes of this Agreement.
- 9.8 Prior to commencing work in relation to the Contract Material, the Contractor will obtain from every person who is to create Contract Material, and provide to the Principal,
- (a) a written assignment from that person to the Principal of any Intellectual Property Rights which may vest in that person as a result of that person performing the work. Such assignment will be in the form appearing in the Deed in Annexure A; and



- (b) Where that person is an individual, a written consent from that person to the Principal to any act or omission which would otherwise infringe the Moral Rights of that person. Such consent will be in the form appearing in the Deed in Annexure A
- 9.9 Clauses 9.6, 9.7 and 9.8 do not apply to Contract Material specified in Schedule 2 for the purposes of clause 9.4 or clause 9.5.
- 9.10 If any Contract Material is produced or reproduced in an electronic format, the Contractor must deliver it to the Principal in a format approved in writing by the Principal.
- 9.11 If any Contract Material is produced or reproduced in an electronic format or stored electronically, the Contractor must not store it on a foreign computer without keeping the current version of the Contract Material on separate media as specified in Schedule 2 and delivering it to the Principal at the intervals specified in Schedule 2.
- 9.12 The Contractor must not produce, reproduce or store Contract Material in such a way that it is mixed with, attached to or indistinguishable without the use of a computer from, material that is not the subject of this Agreement.
- 9.13 For the purposes of this clause 9, "foreign computer" means a hard disk or other similar device affixed to a computer that is not the property of the Principal.
- 9.14 Intellectual Property Rights in Records supplied to the Contractor by the Principal for reproduction or guidance remains vested in the Principal.

## **10. PROJECT MANAGEMENT**

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- 10.1 The Principal appoints the Project Officer as its agent for the purposes of this Agreement.
- 10.2 The Contractor will -
  - (a) liaise with and report to the Project Officer; and
  - (b) attend meetings and briefings with the staff of the Principal as reasonably required by the Project Officer.
- 10.3 Reports by the Contractor to the Project Officer must be in writing, unless otherwise permitted by the Project Officer.

## **11. DISCLOSURE OF INFORMATION**

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The Contractor will -

- (a) keep all Records and other information in a secure location so that no unauthorised person is able to gain access to them; and
- (b) ensure that Records are kept confidential and are not disclosed to any person other than the Principal and the Project Officer except -
  - (i) where required by law; or
  - (ii) with the Principal's Consent.

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**12. PRIVACY AND DISCLOSURE OF PERSONAL INFORMATION**

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- 12.1 Where the Contractor has access to Personal Information in order to fulfil its obligations under this Agreement, it must:
- (a) ensure that the Personal Information is protected against:
    - (i) loss;
    - (ii) unauthorised access;
    - (iii) unauthorised use;
    - (iv) unauthorised modification;
    - (v) unauthorised disclosure; and
    - (vi) any other misuse;
  - (b) not use the Personal Information other than for the purpose of performing this Agreement, unless required or authorised by law;
  - (c) not disclose the Personal Information without the written agreement of the Principal, unless required or authorised by law;
  - (d) ensure that only the Contractor's authorised personnel have access to the Personal Information;
  - (e) immediately notify the Principal if it becomes aware that a disclosure of the Personal Information is, or may be, required or authorised by law;
  - (f) ensure that its Key Personnel and Key Personnel's employer (if any) are aware of the Contractor's obligations under this clause, and that they promptly sign a Deed, substantially in the form appearing in Annexure A, relating to Privacy and Disclosure of Personal Information;
  - (g) indemnify the Principal for any liability arising from a breach by the Contractor of this clause, notwithstanding any other provision of this Agreement;
  - (h) where Personal Information is no longer required to be held for the purposes of this Agreement, return the Personal Information to the Principal and ensure that no copies or Records of the Personal Information are retained; and
  - (i) comply with such other privacy and security measures as the Principal reasonably advises the Contractor in writing from time to time.
- 12.2 The Contractor must immediately notify the Principal upon becoming aware of any breach of Clause 12.1.
- 12.3 The Contractor's obligations in clause 12.1 shall survive the termination of this Agreement.

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**13. SECURITY AND ACCESS**

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- 13.1 The Contractor will, when using the Principal's premises or facilities, comply with all rules, directions and procedures including those relating to security and to workplace health and safety in effect at the premises or in regard to the facilities notified to the Contractor by the Principal.

- 13.2 The Contractor will give the Project Officer, and any other persons authorised in writing by the Principal, reasonable access to premises occupied by the Contractor where the Services are being undertaken and will permit them to inspect any Contract Material or other material related to the Services.
- 13.3 The Project Officer and any other person authorised by the Principal, when at the Contractor's premises will comply with all rules, directions and procedures including those relating to security and to workplace health and safety in effect at the premises or in regard to the facilities as notified by the Contractor to the Principal.

## **14. SUSPENSION OF SERVICES**

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- 14.1 The Principal may by notice require the Contractor to suspend the progress of the whole or any part of the Services for a specified period within a reasonable time after receipt of the notice, if suspension is required by the Principal because of any change in the nature, scope or timing of the Services to be provided.
- 14.2 The Principal may by notice require the Contractor to recommence work on all or any part of the suspended Services.
- 14.3 Where the Contractor is required to suspend Services pursuant to clause 14.1-
- (a) the Contractor and the Principal will negotiate in good faith as to reasonable compensation payable to the Contractor; and
  - (b) any previously agreed completion dates for the Services will be postponed by a period equivalent to the duration of the suspension.
- 14.4 The Principal will reimburse the Contractor for additional costs reasonably and properly incurred by the Contractor as a result of suspension of the Services pursuant to clause 14.1. If the Contractor and the Principal do not agree on the amount of reasonable compensation within thirty (30) days of the request for compensation by the Contractor, the amount will be determined pursuant to clause 27.
- 14.5 If a dispute referred to in clause 27.3 has arisen between the parties either party may, during the continuation of the dispute, by notice to the other party require the suspension of the progress of the whole or any part of the Services from the date specified in the notice until the dispute has been resolved.

## **15. VARIATION**

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- 15.1 The Principal may by notice require the Contractor to vary the Services in nature, scope or timing.
- 15.2 Without limiting the generality of clause 15.1, the Principal may direct the Contractor to-
- (a) increase, decrease or omit any part of the Services;
  - (b) change the character or content of any part of the Services;
  - (c) change the direction or dimensions of any part of the Services; or
  - (d) perform additional work.

- 15.3 Where the Principal requires a variation to the Services, the parties will negotiate in good faith a variation of the fees and the time for completion and failing agreement, the fees and time for completion will be determined pursuant to clause 27. The Contractor will not commence work on the variation to the Services without the Principal's consent and the written agreement of both parties to the varied fees and time for completion.

## **16. PAYMENT FOR REDUCED SERVICES**

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- 16.1 In the event of a reduction in the Services, the Principal will pay the Contractor-
- (a) fees determined in accordance with clause 15.3;
  - (b) reasonable costs incurred by the Contractor directly attributable to the reduction in the Services; and
  - (c) compensation for reasonable set up costs incurred by the Contractor.
- 16.2 Where the fee for the Services is a lump sum, the Principal will not be liable to pay any amounts to the Contractor pursuant to clause 16.1 where it would result in amounts greater than the fees and expenses specified in Schedule 2 being paid to the Contractor.
- 16.3 Where fees are on a schedule of rates basis the rates for the reduced Services will be subject to negotiation and agreement between the Principal and the Contractor and failing agreement, resolved pursuant to clause 27.
- 16.4 The Contractor will not be entitled to compensation for loss of prospective profits.

## **17. DEFAULT OF THE CONTRACTOR AND TERMINATION**

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- 17.1 If the Contractor -
- (a) fails to comply with any of the terms and conditions of this Agreement;
  - (b) fails to comply with a direction of the Project Officer given in accordance with this Agreement; or
  - (c) enters into any arrangement or proceedings for the purpose of insolvency administration or is placed under official management,
- the Principal may suspend payments under this Agreement and require the Contractor to show cause why the Agreement should not be terminated.
- 17.2 If the Principal suspends payments pursuant to clause 17.1, the Principal must -
- (a) give the Contractor notice of the suspension, specifying the reason; and
  - (b) require the Contractor to show cause within 14 days of the notice why the Agreement should not be terminated.
- 17.3 If the Contractor fails to show cause within the period specified in the notice, to the satisfaction of the Principal, the Principal may without prejudice to any other rights, terminate the Agreement by notice to the Contractor as of the date specified in the notice.

**17.4 If the Contractor -**

- (a) abandons or refuses to proceed with the Services;
- (b) fails to comply with clause 8 (Conflict of interest);
- (c) fails to comply with clause 18 (Compliance with laws); or
- (d) fails to comply with clause 20 (Insurance);

the Principal may terminate this Agreement by notice to the Contractor as of the date specified in the notice.

- 17.5 Upon termination of this Agreement pursuant to clause 17.3 or clause 17.4 all money which has been paid and all money to be paid for work done to the date of the termination will be in full and final satisfaction of all claims by the Contractor under this Agreement.

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**18. COMPLIANCE WITH LAWS**

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The Contractor must comply with all relevant laws and the requirements of any statutory authority in performing the Services.

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**19. INDEMNITIES**

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- 19.1 The Contractor will be liable for loss or damage (including personal injury whether or not resulting in death) suffered by the Principal, its officers, servants or agents, arising from the unlawful or negligent acts or omissions of the Contractor in the course of the performance (or attempted or purported performance) of the Services.

- 19.2 The Contractor releases and indemnifies the Principal and all its officers, servants and agents from and against all actions, proceedings, claims and demands which may be brought or made against any of them by any person, including the Contractor, arising from-

- (a) any wilful or negligent act or omission of the Contractor;
- (b) any unlawful or negligent act or omission of the visitors, invitees or licensees of the Contractor; or
- (c) death, injury, loss or damage suffered by the Contractor or any of its visitors, invitees or licensees except where the death, injury, loss or damage is caused by the wrongful act or omission of the Principal.

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**20. INSURANCE**

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- 20.1 The Contractor must have and maintain for the duration of this Agreement workers' compensation insurance in relation to any employees of the Contractor for an unlimited amount, including liability under statute and at common law.

- 20.2 Where specified in Schedule 2, the Contractor must effect in connection with the provision of the Services -

- (a) public liability insurance; and
- (b) professional indemnity insurance.



20.3 The insurances must be effected with an insurer, include terms and conditions acceptable to the Principal and be maintained for the duration of this Agreement.

20.4 If the Contractor is required by this Agreement to effect professional indemnity insurance, the Contractor must maintain a policy on terms and conditions no less favourable to the Principal than those approved pursuant to this clause 20 for the period specified in Schedule 2 after completion of the Services or termination of this Agreement and, upon request in writing, produce evidence to the Principal that it has been maintained.

20.5 The Contractor will -

(a) before performing any of the Services; and

(b) upon request in writing at any time by the Principal,

produce evidence to the Principal that the insurances required by this clause 20 have been effected and maintained.

## **21. UNAVOIDABLE DELAY**

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A party will not be entitled to exercise its rights and remedies upon the default of the other party (whether at common law or pursuant to this Agreement) if that default -

(a) is caused by Force Majeure; or

(b) continues for less than three (3) days.

## **22. WAIVER**

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A right under this Agreement will only be waived where the waiver is in writing and is signed by the relevant party. A waiver by either party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.

## **23. GOVERNING LAW**

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This Agreement will be governed by and construed in accordance with the law of Queensland and the parties submit to the jurisdiction of the courts of that State.

## **24. ENTIRE AGREEMENT**

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This Agreement constitutes the entire agreement between the parties in relation to its subject matter.

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**25. NO SUBCONTRACTING**

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- 25.1 The Contractor will not subcontract any part of the Services without the Principal's Consent.
- 25.2 Any consent given by the Principal for the Contractor to subcontract -
- (a) will not operate as an authority to transfer responsibility to the subcontractor; and
  - (b) will not relieve the Contractor from any of its liabilities or obligations under this Agreement.
- 25.3 The Contractor will not assign this Agreement or any of the benefits under this Agreement without the Principal's Consent.

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**26. FURTHER ASSISTANCE**

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The Contractor will do all things reasonably required by the Principal to give effect to this Agreement or to perfect or protect the rights of the Principal including, without limitation, giving or obtaining confidentiality undertakings acceptable to the Principal in relation to Records and the Services.

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**27. RESOLUTION OF DISPUTES**

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- 27.1 Any dispute associated with this Agreement will be the subject of mediation for a period of 14 days (or longer period agreed between the parties) by a mediator appointed by agreement between the parties.
- 27.2 If the parties fail to agree as to the appointment of a mediator within 7 days after a dispute arises, the mediator will be appointed by the Australian Commercial Disputes Centre (Queensland).
- 27.3 For the purposes of this clause 27, a dispute will have arisen between the parties when a party gives notice to that effect to the other party.

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**28. CLAUSES TO SURVIVE TERMINATION**

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The following clauses will survive termination or expiration of this Agreement -

- (a) clause 9 (Contract Material);
- (b) clause 12 (Privacy and Disclosure of Personal Information);
- (c) clause 20.4 (Maintenance of Professional Indemnity Insurance); and
- (d) clause 26 (Further Assistance).

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**29. NOTICES**

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Notices must be in writing and may be delivered by prepaid postage, by hand or by facsimile transmission to the parties at the address specified in Schedule 2 or other address subsequently notified by a party to the other. Notices will be deemed to be given -

- (a) two (2) days after deposit in the mail with postage prepaid;
- (b) immediately upon delivery by hand;
- (c) immediately upon an apparently successful facsimile transmission of the entire notice being noted by the sender's transmitter, unless sent on a Saturday or Sunday or after 5.00pm eastern standard time on any other day ("a week day"), in which case the notice will be deemed to be given at 9.00am eastern standard time on the next week day.

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**30. GST**

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30.1 For the purposes of this clause, these words have the following meanings:

**Adjustment Event** has the meaning given by the GST Law.

**Adjustment Note** has the meaning given by the GST Law.

**Agreement** means this Agreement or any agreement made pursuant to this Agreement.

**GST** means any tax on the supply of goods, services, real property and other things which is imposed or assessed under any GST Law.

**GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwth) and the related Acts which constitute the Commonwealth taxation reform.

**New Tax System Changes** has the meaning given in the *A New Tax System (Trade Practices Amendment) Act 1999* (Cwth).

**Supply** has the meaning given by the GST Law.

**Tax Invoice** has the meaning given by the GST Law.

**Taxable Supply** has the meaning given by the GST Law.

- 30.2 The prices specified in this Agreement are inclusive of any GST.
- 30.3 The Principal is deemed to have requested the Contractor to issue it with a valid Tax Invoice at the time each Taxable Supply is made under this Agreement. Despite this, the Contractor must issue a valid Tax Invoice to the Principal within 14 days from the date which:
- (a) the Contractor receives consideration from the Principal for the Taxable Supply; or
  - (b) an invoice is issued by the Contractor to the Principal for the Taxable Supply;
- whichever is the earlier.
- 30.4 If the amount of GST paid or payable by the Principal to the Contractor under this Agreement differs, for any reason, from the amount of GST paid or payable by the Contractor to the Commissioner of Taxation, including by reason of:
- (a) an amendment to the GST Law;
  - (b) the issue of or an alteration in a ruling or advice of the Commissioner of Taxation;
  - (c) a refund of GST to the Contractor in respect of any Supply made under this Agreement; or
  - (d) a decision of any tribunal or court,
- then:
- (e) the difference in amounts will be paid by or to the Principal, as the case may be; and
  - (f) the Contractor must issue a corrected Tax Invoice to the Principal within 14 days of the amount being paid.
- 30.5 Where an Adjustment Event in relation to a Supply occurs, the Contractor must provide an Adjustment Note to the Principal within 14 days after that Adjustment Event.
- 30.6 Notwithstanding any other provision in this Agreement, the Contractor shall not contravene Part VB of the Trade Practices Act 1974 (Cwth) in determining a price under this Agreement.
- 30.7 The Principal shall be entitled to have an audit conducted in relation to the costs incurred and the pricing methodology adopted by the Contractor to verify that the benefit of the abolition of or reduction in taxes brought about by the New Tax System Changes has been fully passed on to the Principal.

The audit will be:

- (a) at the Principal's cost;
- (b) conducted only within 24 months of any abolition of or reduction in the taxes; and
- (c) conducted by an independent auditor agreed to by both parties, or, if agreement is not reached within 21 days of a written proposal by the Principal, by appointment by the President of the Institute of Chartered accountants in Australia.

The Principal shall not be entitled to receive or obtain confidential information of the Contractor as a result of the audit.

- 30.8 The Contractor must itemise the amount of GST payable by the Principal in any invoices issued for any Taxable Supply under this Agreement.

### **31. ADDITIONAL CONDITIONS**

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The Principal and the Contractor may agree in writing to such other terms and conditions (in this Agreement called 'Additional Conditions'), which terms and conditions are to be set out in Schedule 2, but the parties agree that the Additional Conditions shall not, either expressly or by implication, derogate from the terms and conditions set out in clauses 1-30, of the Agreement.



The Parties have executed this Agreement as follows:

Execution by Government Party:

EXECUTED

for and on behalf of the STATE  
OF QUEENSLAND

by GEOFF WAITE

[insert name of person signing on the Party's behalf]

in the presence of:

[insert name of witness]

)  
)  
)  
)  
)  
)  
)

.....  
(signature of Government Party representative)

.....  
(signature of witness)

this 21<sup>st</sup> day of MAY 2007

**Where Contractor is a Company:****EXECUTED**

**for and on behalf of Information Professionals**  
ABN 73 094 990 057 by: )

.....  
(Signature of \*Director or Secretary/  
\*\*Sole Director and Secretary)

.....  
(Signature of \*Director or Secretary/  
\*\*Sole Director and Secretary)

.....  
(Name of \*Director or Secretary/  
\*\*Sole Director and Secretary in Full)

.....  
(Name of \*Director or Secretary/  
\*\*Sole Director and Secretary in Full)

this 18 day of MAY 2007

*\* Delete if a sole director/secretary proprietary company*

*\*\* Delete if not a sole director/secretary propriety company*

**Where Contractor is a Partnership:**

**EXECUTED as a Deed**

**EXECUTED**

on behalf of [Insert Partnership Name] by ) .....  
(insert name of partner) in the presence of: ) (Signature of Partner)

.....  
(Name of Partner in Full)

.....  
(Signature of Witness Not a Party to This Deed)

.....  
(Name of Witness in Full)

this \_\_\_\_\_ day of \_\_\_\_\_ 200 .

**Execution where Contractor is a Sole Trader:**

**EXECUTED** by )  
 )  
[insert name of owner] of )  
[insert registered business name of sole trader] )  
 ) .....  
 ) (signature of individual)  
 )  
at )  
[insert name of City/Town] )  
in the State of )  
[insert name of State/Territory] ) .....  
in the presence of: ) (signature of witness)  
[insert name of witness not a party to this Deed] )

this \_\_\_\_\_ day of \_\_\_\_\_ 200 .

*(Note: Where an attorney or other agent executes or affixes a seal on behalf of a Contractor, the form of execution must indicate the source of this authority and such authority must be in the form of a deed and a certified copy thereof provided to the Principal.)*

## **SCHEDULE 1**

### **THE SERVICES**

#### ***Schedule 9 Re-Plan - Management Assignment***

##### **Purpose of the Assignment Charter**

The purpose of this Project Charter is to define the key objectives, scope, approach, governance structure, deliverables, time line, key assumptions, key risks, dependencies, and responsibilities for the *Schedule 9 Re-Plan - Management Assignment*

The Project Charter is intended to serve as a reference point during the term of the assignment and a confirmation of the required outcomes for the assignment as defined by the Executive Management of the PPO.

##### **Charter as a Living Document - Scope May Evolve**

The assignment will be approached as an opportunity to offer additional value wherever appropriate to both the business objectives of the programme and the processes employed across the programme.

The Charter document provides an evolving forum for these recommendations to be tabled, modified and agreed as appropriate. It thus becomes a guide by which the Executive Steering Group can manage scope and ensure the delivery of highly focussed outcomes.

##### **Background to Assignment**

###### **Introduction**

A short and focussed review of the Programme was commissioned in early April 2007 and a high level report was presented on the 18 April. This report highlighted certain problem areas within the operations of the programme and recommended certain urgent remedial actions.

###### **Summary of Key recommendations**

- Queensland Health should not be brought forward
- Initiate action to solve Lattice support issue
- Refocus on DETA and other agencies
- Appoint an Operational Program Director (OPD) to resolve program management issues
- Verify constraints for program planning
- Rebalance, replan and rebuild

The PPO management have now commissioned the first phase of the suggested re-planning process and this document sets out the high level Terms of Reference for this next phase.



**Terms of Reference**

1. The PPO has established a Steering Group from within the Programme which will be the sponsoring body for this assignment.
2. Members of this Steering Group are –  
Geoff Waite and Barbara Perrot
3. The Steering Group will also be establishing a Working Group drawn from key management within the programme and certain implementation partner firms.
4. This Working Group will not be a standing group for the whole duration of the assignment but will be formed into compact subject matter focus groups when needed.
5. The Steering Group has requested that a revised delivery schedule and scope confirmation be tabled by 17 May or as soon as possible thereafter – but not later than 31 May 2007.
6. The Steering Group have authorised the appointment of an Interim Project Director (PD) for this period only to manage this assignment.
7. The specified person in this role of PD is Terry Burns from Information Professionals Pty Ltd and he will report to this Steering Group.
8. The specific Terms of reference for the PD role are:
  - A. Liaise with the Steering Group to establish the membership and terms of reference of this working group.
  - B. Direct the day to day activities of this working group
  - C. Re-balance scope, budget and time within the Plan according to the defined constraints and replan Schedule 9 including underlying plans using accelerator strategies wherever practicable
  - D. Establish two time windows in this plan(12 months and beyond)
  - E. Recommend programme team re-structuring with management pairing and implementation partner accelerator strategies where appropriate
  - F. Rationalise resource capacity
  - G. Re-establish and empower PMO
  - H. Review current stakeholder engagement model
  - I. Recommend actions to obtain genuine CEO commitment
  - J. Recommend an on-going optimum operational structure for the programme

**ASSIGNMENT OVERVIEW****PPO Schedule 9 Re-Plan****1. ASSIGNMENT OBJECTIVES**

There will be three main focus areas within the assignment –

- Re-planning the overall delivery timeline of the programme from this point in time forward and delivering this confirmed timeline by 31 May 2007
- Recommend and institute appropriate delivery accelerator strategies as soon as possible
- Recommend and institute productivity improvements in the structure and processes of the programme

**2. KEY DRIVERS for the Re-plan**

- The PPO needs to ensure that stakeholder value is retained in the funding which has already been spent in the programme and that the revised solution delivery plans are achieved over the next eighteen months in particular.
- Planned delivery dates currently published by the programme will not be met and budget forecasts will be exceeded
- Programme team morale is deteriorating and some stakeholder confidence levels are dropping
- PPO Management has therefore initiated a Programme Recovery process commencing with the high level review completed on 18 April 2007 and followed by the commissioning of this re-planning and structural review assignment

**3. HIGH LEVEL APPROACH**

- Terry Burns will direct the assignment under the guidance of the Steering Group
- Terry Burns will discuss relevant issues as they arise across all levels of the programme team, the stakeholder community and the supplier partners
- Reporting will include formal brief weekly progress reports as well as daily brief issues reviews with the Steering Group as often as possible
- All recommendations for improvements or accelerator strategies will be agreed with the Steering Group before implementation.
- The Steering Group will obtain the necessary higher level approvals for recommended actions where necessary

**4. ASSIGNMENT PROCESSES**

These will include but will not be limited to -

- Weekly formal progress report to the steering group
- Associated issues, risks and action plans
- Daily informal issues reviews with the Steering group
- High level assignment plan with key milestones
- Focus teams established within the working group and chaired by Terry Burns
- Register of key recommendations compiled on a rolling basis

**5. DELIVERABLES**

These will include but will not be limited to –

- Detailed final implementation plan for all agencies within scope
- Recommendations on the subcontracting of discreet work packages to supplier partners as part of the accelerator strategies.
- Recommendations on structural improvements across the programme
- Any other accelerator strategies which will improve the delivery capability of the programme
- Brief summary report on the roadmap to success for this programme
- All supporting information and collated data used in the discovery process

**SCHEDULE 2**

<b>First Extended Term</b> (clause 2.2)	5 days
<b>Further Extended Term</b> (clause 2.3)	2 x 5 days
<b>Key Personnel of Contractor</b> (clause 4.1)	Mr Terry Burns
<b>Contractor's warranties as to qualifications, admissions and memberships</b> (Clause 3.3)	
<b>Compliance with standards and specifications</b> (Clause 3.4) – As per Treasury Standard policies and Code of Conduct requirements.	
<b>Assistance to be provided by the Principal</b> (clause 3.5)	Nil
<b>Fees to be paid for the Services</b> (clause 5.1)	Daily rate of \$2,250 ex GST . GST Inclusive daily rate <b>\$2,475.</b>
<b>Total authorised fees under this contract shall not exceed</b> ( <i>enter amount</i> ). \$61,875 GST Inclusive	
<b>Expenses for which Contractor may be reimbursed</b> (clause 5.4) N/A	
<b>Payment of fees</b> (clause 6.2) 30 days - payments will be due monthly in arrears.	
<b>Intellectual Property Rights</b> (clause 9.4 and clause 9.5) Intellectual Property in new contract material shall vest with the Principal.	
<b>Storage and delivery of Contract Material produced in electronic format</b> (clause 9.10 and clause 9.11) Electronic Files to be maintained on the CorpTech Network.	
<b>Project Officer</b> (clause 10) The Principal appoints: Mr Geoff Waite Contact telephone number: (07) 3224 5675, mobile 0412 183 992	
<b>Public liability insurance</b> (clause 20.2) Public Liability Insurance of \$10,000,000 shall be provided by the Contractor/s.	
<b>Professional indemnity insurance</b> (clauses 20.2 and 20.4) An adequate level must be maintained by the Contractor, for the period of 12 months after the completion of the Services or termination of this Agreement.	

**Addresses for notices**

**Principal**

All notices for the Principal are to be addressed to the Project Officer as follows -

Mr Geoff Waite  
CorpTech  
GPO Box 611  
Brisbane Qld 4001

**Contractor**

All notices for the Contractor are to be addressed as follows-

Managing Director  
Mark Nicholls  
Information Professionals  
PO Box 15390  
City East Qld 4002

**Additional Conditions**

Nil

**Other Services**

Information is also available on the following associated Services: