



Commonwealth of Australia

Commonwealth Contract - Services

Reference No: 2017-004

Customer

Customer Name

The Commonwealth of Australia as represented by the
Department of Agriculture and Water Resources
24 113 085 695

Customer ABN

Address

Department of Agriculture and Water Resources
GPO BOX 858
Canberra ACT 2600

Supplier

Supplier Name

CIVAS (QLD) Pty Limited

Supplier ABN

87 168 282 522

Address

Level 30, 111 Eagle Street, Brisbane QLD 4000

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date and continues for the Contract Term unless:

- (a) it is terminated earlier; or
- (b) if a Contract Extension Option is set out in the table, the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Date
Contract Start Date	2 nd March 2017
Contract Term	This Contract will commence on the Contract Start Date or the date the Contract is executed, whichever is the latter and will terminate on 1 April 2017
Contract Extension Option	NA

C.A.2 The Requirement

The Department requires the Service Provider to:

- (1) Provide an assessment of the market value of:
 - a) Lower Balonne overland flow water entitlements
 - b) Warrego Unsupplemented water entitlements
- (2) The value provided must be single point as well as a value range.
- (3) Indicate the timing and period of validity for the report, and comment on any known factors that may be reasonably expected to change in the near future.
- (4) Document the method (e.g. volume-weighted average prices, mean, media, expert knowledge and experience, etc.) and logic used to arrive at a value/ range. If using expert knowledge and experience as the method, it must be justified with evidence/ logical arguments.
- (5) Use graphs, tables, as appropriate to present analysis and results, as appropriate.
- (6) Include reference sources, data used (in spreadsheet format), as relevant.
- (7) Provide a draft valuation report (in Word format) for comment by the Department by COB 13/03/2017.
- (8) Provide a final valuation report incorporating amendments requested by or otherwise agreed by the Department, to the Department's satisfaction, by COB 14/03/2017.

This report is for internal use only within the Department of Agriculture and Water Resources and the report will not be provided to any third parties.

C.A.2 (a) Standards

Standards applicable to accredited valuers in Queensland.

C.A.2 (b) Security Requirements

Not applicable

C.A.2 (c) Workplace Health and Safety

Throughout the Contract period, the Customer and the Supplier will proactively identify and cooperate to manage any Workplace Health and Safety issues that may arise.

No Additional Workplace Health and Safety Requirements

C.A.2 (d) Delivery and Acceptance

Where the Customer rejects any Services under Clause C.C.10 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the Services meet the requirements of the Contract. The Supplier must comply with any such requirement. Rectified Services are subject to acceptance under Clause C.C.10 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected Services unless the relevant Services are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate the Contract in accordance with Clause C.C.11 [*Termination for Cause*].

No additional specific requirements are applicable.

Milestone	Delivered To	Contact Details	Due Date
Milestone 1. The provision of the draft Water Valuation Report for assessment by Water Market Policy Section	s 22	s 22 @agriculture.gov.au	13/03/2017
Milestone 2. The provision of the Final Water Valuation Report and Executive Summary, to the Department's satisfaction	s 22	s 22 @agriculture.gov.au	14/03/2017

C.A.2 (e) Facilities and Assistance

Not applicable

C.A.2 (f) Customer Material

Not applicable

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$2,200** as set out below:

Fixed Price

Item Description	Quantity	Total Price Ex GST	GST	Total Price Inc GST
Provision of the Final Water Valuation Report and Executive Summary, to the Department's satisfaction.	1	\$2,000.00	\$200.00	\$2,200.00

Total Fixed Price for Services \$2,200.00

C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under the Contract and are the contact points for general liaison.

C.A.4 (a) The Customer's Contract Manager:

Name: s 22 Water Markets Policy Section
 Postal Address: Department of Agriculture and Water Resources
 GPO Box 858, Canberra ACT 2601
 Telephone: Phone s 22
 Email Address: s 22 @agriculture.gov.au

C.A.4 (c) The Supplier's Contract Manager:

Name: Shaun Hendy
 Position Title: Director Valuation, Rural & Agribusiness
 Postal Address: Level 30, 111 Eagle Street, Brisbane QLD 4000
 Telephone: (07) 4659 7875
 Mobile: 0427 638 479
 Email Address: shaun.hendy@colliers.com

C.A.5 Specified Personnel

Position/Role	Name	Security Clearance Level
Director Valuation Rural & Agribusiness	Shaun Hendy	Not applicable

C.A.6 Subcontractors

Subcontractor	Services to be performed	ACN / ABN
None specified	None specified	None specified

Additional Contract Terms

C.B.1 Intellectual Property

The Supplier grants the Customer a fee free, non-exclusive, irrevocable, world-wide licence to exercise the intellectual property rights in the Material provided under the Contract for any purpose. The licence granted to the Customer under this clause includes a right to sub-licence those rights, including to the public under an open access licence.

The Supplier warrants that it is entitled to grant this licence; and that the provision of the Goods and/or Services and any Material under this Contract, and its use by the Customer in accordance with this Contract, will not infringe any third Party's intellectual property rights.

Pre-Existing Intellectual Property of the Supplier

Not applicable

C.B.2 Confidential Information of the Supplier

Not applicable

C.B.3 Interest on Late Payments

If the Customer fails to make a payment to the Supplier by the business day it is due and the amount of interest payable under this clause exceeds \$10, the Customer will pay the unpaid amount plus interest on the unpaid amount.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate formula available at the Australian Taxation Office website.

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- (a) Additional Contract Terms (if any);
- (b) Statement of Work;
- (c) Commonwealth Contract Terms;
- (d) Commonwealth Contracting Suite Glossary; and
- (e) Contract Annex 1 – Supplementary information (if any)

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of Agriculture and Water Resources

ABN 24 113 085 695 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

Name of witness (*print*)

Name of delegate (*print*)

Position of delegate (*print*)

On:

Executed by CIVAS (QLD) Pty Limited in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (*print*)

Name of director/company secretary (*print*)

On:

On:

Contract Annex 1 – Supplementary Information

Not applicable

Commonwealth Contract Terms

Some terms used in these Commonwealth Contract Terms have been given a special meaning.

Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

Background

The Customer requires the provision of certain Goods and/or Services.

The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Requirement.

C.C.1 Relationship of the Parties:

Neither party is the employee, agent or partner of the other party. Neither party, by virtue of this Contract, is authorised to bind or represent the other party.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and co-operate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, co-operate and co-ordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health of workers and workplaces.

C.C.2 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter. Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing).

However, the Supplier represents that the claims made in its Response to the ATM were correct when made and remain correct.

No agreement or understanding varying or extending the Contract is legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay does not operate to prejudice those rights.

C.C.3 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any).

as at 9:00am, Canberra time, on the date of the Contract, unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

C.C.4 Survival:

Clauses C.C.9 [*Liability of the Supplier*], C.C.18 [*Supplier not to make representations*], C.C.20 [*Compliance with Commonwealth Laws and policies*] and clause C.B.1 [*Intellectual Property*] (if included) survive termination or expiry of the Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict.

C.C.7 Assignment:

The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.8 Subcontracting:

Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item.

The Supplier must make available to the Customer the details of all subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.9 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any breach of the Supplier's obligations or representations under the Contract.

Commonwealth Contract Terms

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.10 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery if the Goods and/or Services do not comply with the requirements of the Contract. If the Customer does not notify the Supplier of rejection within the fourteen (14) day period, the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.11 Termination for Cause:

The Customer may terminate the Contract in whole or in part if:

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.10 [*Delivery and Acceptance*] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (e) the Supplier:
 - (i) is unable to pay all its debts when they become due;

- (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001*; or
- (iii) if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966*.

Termination of a Contract under this clause, does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.12 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,

- (a) the Customer acting in good faith, may at any time; or
- (b) the Supplier, acting in good faith, may notify that it wishes to,

terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with the Acceptance clause of the Contract, before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.13 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;

Commonwealth Contract Terms

- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to a mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier and the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to Termination for Cause under clause C.C.11 or to legal proceedings for urgent interlocutory relief.

C.C.14 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [*Specified Personnel*] (if any) perform that part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly replace any Specified Personnel that the Customer reasonably considers should be replaced with personnel acceptable to the Customer.

C.C.15 Licences Approvals and Warranties:

The Supplier must obtain and maintain all licenses or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Moral Rights.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

C.C.16 Invoice:

If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

Payment of any invoice is not evidence that the obligations under the Contract are accepted, evidence of the value of the obligations performed by the Supplier, or an admission of liability, but is payment on account only.

If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.17 Payment:

The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within thirty (30) calendar days after receiving it, or if this day is not a business day, on the next business day.

C.C.18 Supplier not to make representations:

The Supplier must not represent itself, and must ensure that its officers, employees, agents or subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Customer, or as otherwise able to bind or represent the Customer.

C.C.19 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

C.C.20 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services.

This general obligation is not limited by the following clauses A to G.

- A. **Access to Supplier's Premises:** The Supplier agrees to give the Customer, or its nominee, all assistance reasonably requested for any purpose associated with the Contract or any review of the Supplier's performance under the Contract. This will include, but is not limited to, access to premises, material, records and personnel associated with the Goods and/or Services and the Contract.

Commonwealth Contract Terms

- B. Confidential Information:** The Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information. If, at any time, the Customer requires, the Supplier is to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information.

- C. Privacy Act 1988 (Cth) Requirements:** In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988 (Cth)* and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

The Supplier will immediately notify the Customer if the Supplier becomes aware of a breach or possible breach of any of its obligations under this clause C.C.20(C).

- D. Criminal Code:** The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995 (Cth)*. The Supplier must ensure that any subcontractor engaged in connection with the Contract acknowledges the information contained in this clause.
- E. Freedom of Information (Act 1982 (Cth)) ("FOI Act") Requirements:** Where the Customer has received an FOI request for access to a document created by, or in the possession of the Supplier or its subcontractors that relates to the Contract and is required to be provided under the FOI Act, the Supplier must promptly provide the document to the Customer, on request, at no cost.
- F. Record Keeping:** The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and allow the Customer or its authorised representative to inspect those records when requested. The Supplier will provide any assistance and information required should the Australian National Audit Office wish to conduct an audit of the Supplier's accounts and records.

The Supplier must not transfer, or permit the transfer of, custody or the ownership of any Commonwealth record (as defined in the *Archives Act 1983 (Cth)*) without the prior written consent of the Customer. All Commonwealth records must be returned to the Customer at the conclusion of the Contract.

- G. Security and Safety:** When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be, aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

The Supplier must ensure that any material and property (including security-related devices and clearances) provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third Party, misuse, damage and destruction and is returned as directed by the Customer.

- H. Indigenous Procurement Policy:** In providing the Goods and/or Services, the Supplier agrees to use its reasonable efforts to comply with the Commonwealth's Indigenous Procurement Policy (available at www.dpmc.gov.au/indigenoussaffairs).

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A./x/ – is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B./x/ – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A./x/ – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B./x/ – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C./x/ – is a reference to a clause of the **Commonwealth Contract Terms**.
- f) a clause in the form D.A./x/ – is a reference to a clause of the **CCS Standing Offer Deed**.
- g) a clause in the form D.B./x/ – is a reference to a clause of the **CCS Additional Deed Terms**
- h) a clause in the form D.C./x/ – is a reference to a clause of the **CCS Standing Offer Deed Terms**.

“**Additional Contract Terms**” means the terms and conditions set out in the section of the Contract with the heading ‘Additional Contract Terms’.

“**Additional Deed Terms**” means the terms and conditions set out in the section of the Deed with the heading ‘Additional Deed Terms’.

“**Approach to Market or ATM**” means the notice inviting potential suppliers to participate in the procurement.

“**Closing Time**” means the closing time specified in clause A.A.1 [*Key Events and Dates*].

“**Contract**” means either the documentation specified in clause C.C.3 [*Precedence of Documents*] or, where a contract is created by the issue of an Order under a Deed, the documentation specified on the Contract Signing Page of the Order.

“**Contract Extension Option**” means an option of a Customer to extend a Contract for one or more additional time periods. “**Contract Manager**” means the contract manager for the Customer and/or Supplier (as relevant) specified in item C.A.4 [*Contract Managers and Addresses for Notices*].

“**Contract Price**” means the total contract price specified in item C.A.3 [*Contract Price*], including any GST component payable, but does not include any simple interest payable on late payments.

“**Correctly Rendered Invoice**” means an invoice that:

- a) is correctly addressed and calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- e) is a valid tax invoice in accordance with the GST Act.

“**Customer**” means a party specified in a Contract or a Deed as a Customer.

“**Deed**” means the documentation specified in clause D.C.3 [*Precedence of Documents*]

“**Deed Extension Option**” means an option of a Panel Owner to extend a Contract for one or more additional time periods.

“**Deed Manager**” means the deed manager for the Customer and/or Supplier (as relevant) specified in item D.A.4 [*Deed Managers and Addresses for Notices*].

“**Deed Statement of Work**” means the section of the CCS Standing Offer Deed with the heading “Deed Statement of Work”.

“**Delivery and Acceptance**” means the process in which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

Commonwealth Contracting Suite (CCS) Glossary

“**General Interest Charge Rate**” means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

“**Goods and/or Services**” means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

“**GST Act**” means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“**GST**” means a Commonwealth goods and services tax imposed by the GST Act.

“**Intellectual Property Rights**” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

“**Material**” means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

“**Moral Rights**” means right of attribution of authorship of work, right not to have authorship of work falsely attributed and right of integrity of authorship as defined in the *Copyright Act 1968* (Cth).

“**Notice**” means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Statement of Work or as notified from time to time.

“**Order**” means any order issued under a Deed.

“**Panel Owner**” means the party specified in a Deed as the Panel Owner.

“**Quote**” means a price submitted by the Supplier for the provision of particular Goods and/or Services.

“**Requirement**” means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading ‘Requirement’;
- b) for the purposes of the CCS Standing Offer Terms the section of the CCS Standing Offer Deed with the heading ‘Requirement’; or
- c) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading ‘Requirement’.

“**Specified Personnel**” means the personnel specified in item C.A.5 or such other personnel who are accepted by the Customer in accordance with clause C.C.14 [*Specified Personnel*]

“**Statement of Requirement**” means the section of the Approach to Market with the heading ‘Statement of Requirement’.

“**Statement of Work**” means the section of the Contract or the Order, as the case may be, with the heading ‘Statement of Work’.

“**Supplier**” means a party specified in a Contract or a Deed as a Supplier.



Commonwealth of Australia

Commonwealth Contract - Services

Reference No: 2017-004

Customer

Customer Name

The Commonwealth of Australia as represented by the
Department of Agriculture and Water Resources
24 113 085 695

Customer ABN

Address

Department of Agriculture and Water Resources
GPO BOX 858
Canberra ACT 2600

Supplier

Supplier Name

CIVAS (QLD) Pty Limited

Supplier ABN

87 168 282 522

Address

Level 30, 111 Eagle Street, Brisbane QLD 4000

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date and continues for the Contract Term unless:

- (a) it is terminated earlier; or
- (b) if a Contract Extension Option is set out in the table, the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Date
Contract Start Date	2 nd March 2017
Contract Term	This Contract will commence on the Contract Start Date or the date the Contract is executed, whichever is the latter and will terminate on 1 April 2017
Contract Extension Option	NA

C.A.2 The Requirement

The Department requires the Service Provider to:

- (1) Provide an assessment of the market value of:
 - a) Lower Balonne overland flow water entitlements
 - b) Warrego Unsupplemented water entitlements
- (2) The value provided must be single point as well as a value range.
- (3) Indicate the timing and period of validity for the report, and comment on any known factors that may be reasonably expected to change in the near future.
- (4) Document the method (e.g. volume-weighted average prices, mean, media, expert knowledge and experience, etc.) and logic used to arrive at a value/ range. If using expert knowledge and experience as the method, it must be justified with evidence/ logical arguments.
- (5) Use graphs, tables, as appropriate to present analysis and results, as appropriate.
- (6) Include reference sources, data used (in spreadsheet format), as relevant.
- (7) Provide a draft valuation report (in Word format) for comment by the Department by COB 13/03/2017.
- (8) Provide a final valuation report incorporating amendments requested by or otherwise agreed by the Department, to the Department's satisfaction, by COB 14/03/2017.

This report is for internal use only within the Department of Agriculture and Water Resources and the report will not be provided to any third parties.

C.A.2 (a) Standards

Standards applicable to accredited valuers in Queensland.

C.A.2 (b) Security Requirements

Not applicable

C.A.2 (c) Workplace Health and Safety

Throughout the Contract period, the Customer and the Supplier will proactively identify and cooperate to manage any Workplace Health and Safety issues that may arise.

No Additional Workplace Health and Safety Requirements

C.A.2 (d) Delivery and Acceptance

Where the Customer rejects any Services under Clause C.C.10 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the Services meet the requirements of the Contract. The Supplier must comply with any such requirement. Rectified Services are subject to acceptance under Clause C.C.10 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected Services unless the relevant Services are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate the Contract in accordance with Clause C.C.11 [*Termination for Cause*].

No additional specific requirements are applicable.

Milestone	Delivered To	Contact Details	Due Date
Milestone 1. The provision of the draft Water Valuation Report for assessment by Water Market Policy Section	s 22	s 22 @agriculture.gov.au	13/03/2017
Milestone 2. The provision of the Final Water Valuation Report and Executive Summary, to the Department's satisfaction	s 22	s 22 @agriculture.gov.au	14/03/2017

C.A.2 (e) Facilities and Assistance

Not applicable

C.A.2 (f) Customer Material

Not applicable

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$2,200** as set out below:

Fixed Price

Item Description	Quantity	Total Price Ex GST	GST	Total Price Inc GST
Provision of the Final Water Valuation Report and Executive Summary, to the Department's satisfaction.	1	\$2,000.00	\$200.00	\$2,200.00

Total Fixed Price for Services \$2,200.00

C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under the Contract and are the contact points for general liaison.

C.A.4 (a) The Customer's Contract Manager:

Name: s 22 Water Markets Policy Section
 Postal Address: Department of Agriculture and Water Resources
 GPO Box 858, Canberra ACT 2601
 Telephone: Phone s 22
 Email Address: s 22 @agriculture.gov.au

C.A.4 (c) The Supplier's Contract Manager:

Name: Shaun Hendy
 Position Title: Director Valuation, Rural & Agribusiness
 Postal Address: Level 30, 111 Eagle Street, Brisbane QLD 4000
 Telephone: (07) 4659 7875
 Mobile: 0427 638 479
 Email Address: shaun.hendy@colliers.com

C.A.5 Specified Personnel

Position/Role	Name	Security Clearance Level
Director Valuation Rural & Agribusiness	Shaun Hendy	Not applicable

C.A.6 Subcontractors

Subcontractor	Services to be performed	ACN / ABN
None specified	None specified	None specified

Additional Contract Terms

C.B.1 Intellectual Property

The Supplier grants the Customer a fee free, non-exclusive, irrevocable, world-wide licence to exercise the intellectual property rights in the Material provided under the Contract for any purpose. The licence granted to the Customer under this clause includes a right to sub-licence those rights, including to the public under an open access licence.

The Supplier warrants that it is entitled to grant this licence; and that the provision of the Goods and/or Services and any Material under this Contract, and its use by the Customer in accordance with this Contract, will not infringe any third Party's intellectual property rights.

Pre-Existing Intellectual Property of the Supplier

Not applicable

C.B.2 Confidential Information of the Supplier

Not applicable

C.B.3 Interest on Late Payments

If the Customer fails to make a payment to the Supplier by the business day it is due and the amount of interest payable under this clause exceeds \$10, the Customer will pay the unpaid amount plus interest on the unpaid amount.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate formula available at the Australian Taxation Office website.

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- (a) Additional Contract Terms (if any);
- (b) Statement of Work;
- (c) Commonwealth Contract Terms;
- (d) Commonwealth Contracting Suite Glossary; and
- (e) Contract Annex 1 – Supplementary information (if any)

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of Agriculture and Water Resources

ABN 24 113 085 695 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

Name of witness (*print*)

Name of delegate (*print*)

Position of delegate (*print*)

On:

Executed by CIVAS (QLD) Pty Limited in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (*print*)

Name of director/company secretary (*print*)

On:

On:

Contract Annex 1 – Supplementary Information

Not applicable

Commonwealth Contract Terms

Some terms used in these Commonwealth Contract Terms have been given a special meaning.

Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

Background

The Customer requires the provision of certain Goods and/or Services.

The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Requirement.

C.C.1 Relationship of the Parties:

Neither party is the employee, agent or partner of the other party. Neither party, by virtue of this Contract, is authorised to bind or represent the other party.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and co-operate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, co-operate and co-ordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health of workers and workplaces.

C.C.2 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter. Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing).

However, the Supplier represents that the claims made in its Response to the ATM were correct when made and remain correct.

No agreement or understanding varying or extending the Contract is legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay does not operate to prejudice those rights.

C.C.3 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any).

as at 9:00am, Canberra time, on the date of the Contract, unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

C.C.4 Survival:

Clauses C.C.9 [*Liability of the Supplier*], C.C.18 [*Supplier not to make representations*], C.C.20 [*Compliance with Commonwealth Laws and policies*] and clause C.B.1 [*Intellectual Property*] (if included) survive termination or expiry of the Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict.

C.C.7 Assignment:

The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.8 Subcontracting:

Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item.

The Supplier must make available to the Customer the details of all subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.9 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any breach of the Supplier's obligations or representations under the Contract.

Commonwealth Contract Terms

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.10 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery if the Goods and/or Services do not comply with the requirements of the Contract. If the Customer does not notify the Supplier of rejection within the fourteen (14) day period, the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.11 Termination for Cause:

The Customer may terminate the Contract in whole or in part if:

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.10 [*Delivery and Acceptance*] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (e) the Supplier:
 - (i) is unable to pay all its debts when they become due;

- (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001*; or
- (iii) if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966*.

Termination of a Contract under this clause, does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.12 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,

- (a) the Customer acting in good faith, may at any time; or
- (b) the Supplier, acting in good faith, may notify that it wishes to,

terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with the Acceptance clause of the Contract, before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.13 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;

Commonwealth Contract Terms

- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to a mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier and the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to Termination for Cause under clause C.C.11 or to legal proceedings for urgent interlocutory relief.

C.C.14 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [*Specified Personnel*] (if any) perform that part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly replace any Specified Personnel that the Customer reasonably considers should be replaced with personnel acceptable to the Customer.

C.C.15 Licences Approvals and Warranties:

The Supplier must obtain and maintain all licenses or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Moral Rights.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

C.C.16 Invoice:

If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

Payment of any invoice is not evidence that the obligations under the Contract are accepted, evidence of the value of the obligations performed by the Supplier, or an admission of liability, but is payment on account only.

If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.17 Payment:

The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within thirty (30) calendar days after receiving it, or if this day is not a business day, on the next business day.

C.C.18 Supplier not to make representations:

The Supplier must not represent itself, and must ensure that its officers, employees, agents or subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Customer, or as otherwise able to bind or represent the Customer.

C.C.19 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

C.C.20 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services.

This general obligation is not limited by the following clauses A to G.

- A. **Access to Supplier's Premises:** The Supplier agrees to give the Customer, or its nominee, all assistance reasonably requested for any purpose associated with the Contract or any review of the Supplier's performance under the Contract. This will include, but is not limited to, access to premises, material, records and personnel associated with the Goods and/or Services and the Contract.

Commonwealth Contract Terms

B. Confidential Information: The Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information. If, at any time, the Customer requires, the Supplier is to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information.

C. Privacy Act 1988 (Cth) Requirements: In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988 (Cth)* and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

The Supplier will immediately notify the Customer if the Supplier becomes aware of a breach or possible breach of any of its obligations under this clause C.C.20(C).

D. Criminal Code: The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995 (Cth)*. The Supplier must ensure that any subcontractor engaged in connection with the Contract acknowledges the information contained in this clause.

E. Freedom of Information (Act 1982 (Cth) ("FOI Act") Requirements: Where the Customer has received an FOI request for access to a document created by, or in the possession of the Supplier or its subcontractors that relates to the Contract and is required to be provided under the FOI Act, the Supplier must promptly provide the document to the Customer, on request, at no cost.

F. Record Keeping: The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and allow the Customer or its authorised representative to inspect those records when requested. The Supplier will provide any assistance and information required should the Australian National Audit Office wish to conduct an audit of the Supplier's accounts and records.

The Supplier must not transfer, or permit the transfer of, custody or the ownership of any Commonwealth record (as defined in the *Archives Act 1983 (Cth)*) without the prior written consent of the Customer. All Commonwealth records must be returned to the Customer at the conclusion of the Contract.

G. Security and Safety: When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be, aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

The Supplier must ensure that any material and property (including security-related devices and clearances) provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third Party, misuse, damage and destruction and is returned as directed by the Customer.

H. Indigenous Procurement Policy: In providing the Goods and/or Services, the Supplier agrees to use its reasonable efforts to comply with the Commonwealth's Indigenous Procurement Policy (available at www.dpmmc.gov.au/indigenoussaffairs).

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A./[x] – is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B./[x] – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A./[x] – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B./[x] – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C./[x] – is a reference to a clause of the **Commonwealth Contract Terms**.
- f) a clause in the form D.A./[x] – is a reference to a clause of the **CCS Standing Offer Deed**.
- g) a clause in the form D.B./[x] – is a reference to a clause of the **CCS Additional Deed Terms**
- h) a clause in the form D.C./[x] – is a reference to a clause of the **CCS Standing Offer Deed Terms**.

“Additional Contract Terms” means the terms and conditions set out in the section of the Contract with the heading ‘Additional Contract Terms’.

“Additional Deed Terms” means the terms and conditions set out in the section of the Deed with the heading ‘Additional Deed Terms’.

“Approach to Market or ATM” means the notice inviting potential suppliers to participate in the procurement.

“Closing Time” means the closing time specified in clause A.A.1 [*Key Events and Dates*].

“Contract” means either the documentation specified in clause C.C.3 [*Precedence of Documents*] or, where a contract is created by the issue of an Order under a Deed, the documentation specified on the Contract Signing Page of the Order.

“Contract Extension Option” means an option of a Customer to extend a Contract for one or more additional time periods. **“Contract Manager”** means the contract manager for the Customer and/or Supplier (as relevant) specified in item C.A.4 [*Contract Managers and Addresses for Notices*].

“Contract Price” means the total contract price specified in item C.A.3 [*Contract Price*], including any GST component payable, but does not include any simple interest payable on late payments.

“Correctly Rendered Invoice” means an invoice that:

- a) is correctly addressed and calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- e) is a valid tax invoice in accordance with the GST Act.

“Customer” means a party specified in a Contract or a Deed as a Customer.

“Deed” means the documentation specified in clause D.C.3 [*Precedence of Documents*]

“Deed Extension Option” means an option of a Panel Owner to extend a Contract for one or more additional time periods.

“Deed Manager” means the deed manager for the Customer and/or Supplier (as relevant) specified in item D.A.4 [*Deed Managers and Addresses for Notices*].

“Deed Statement of Work” means the section of the CCS Standing Offer Deed with the heading “Deed Statement of Work”.

“Delivery and Acceptance” means the process in which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

Commonwealth Contracting Suite (CCS) Glossary

“**General Interest Charge Rate**” means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

“**Goods and/or Services**” means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

“**GST Act**” means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“**GST**” means a Commonwealth goods and services tax imposed by the GST Act.

“**Intellectual Property Rights**” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

“**Material**” means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

“**Moral Rights**” means right of attribution of authorship of work, right not to have authorship of work falsely attributed and right of integrity of authorship as defined in the *Copyright Act 1968* (Cth).

“**Notice**” means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Statement of Work or as notified from time to time.

“**Order**” means any order issued under a Deed.

“**Panel Owner**” means the party specified in a Deed as the Panel Owner.

“**Quote**” means a price submitted by the Supplier for the provision of particular Goods and/or Services.

“**Requirement**” means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading ‘Requirement’;
- b) for the purposes of the CCS Standing Offer Terms the section of the CCS Standing Offer Deed with the heading ‘Requirement’; or
- c) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading ‘Requirement’.

“**Specified Personnel**” means the personnel specified in item C.A.5 or such other personnel who are accepted by the Customer in accordance with clause C.C.14 [*Specified Personnel*]

“**Statement of Requirement**” means the section of the Approach to Market with the heading ‘Statement of Requirement’.

“**Statement of Work**” means the section of the Contract or the Order, as the case may be, with the heading ‘Statement of Work’.

“**Supplier**” means a party specified in a Contract or a Deed as a Supplier.