

Department of Resources, Energy and  
Tourism

Short Form Contract for the Provision of Services number

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Commonwealth of Australia (**Commonwealth**)

Greenhouse Gas Storage Solutions (**Contractor**)

# Contract Information

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Date 4 / September / 2008  
day month year

## Parties

Name The Commonwealth of Australia as represented by the Department of  
Resources, Energy and Tourism  
ABN 74 599 608 295  
Short form name **Commonwealth**  
Commonwealth Katherine Harman  
Representative Manager, Global CCS Initiative  
Resources Division  
Level 10, 10 Binara Street, Canberra City ACT 2601  
GPO Box 1564, Canberra ACT 2601  
Ph: 61 2 6213 7936  
Fax: 61 2 6213 6094

Name Greenhouse Gas Storage Solutions  
ABN 88 609 358 295  
Short form name **Contractor**  
Greenhouse Gas Storage Solutions  
Contractor Dr John Bradshaw  
Representative Chief Executive Officer  
Greenhouse Gas Storage Solutions (GGSS)  
1<sup>st</sup> Floor, 69 Tennant Street Fyshwick ACT 2609  
PO Box 769  
Ph: 61 2 6280 4533  
Fax 61 2 6280 4549

# Short Form Contract for the Provision of Services

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## 1. Duration of contract

### 1.1 Contract period

This contract begins on the 18 August 2008 and continues until 3 October 2008 unless terminated in accordance with clause 20 (**Contract Period**).

## 2. General obligations of the Contractor

The Contractor will, at all times:

- (a) act reasonably in performing its obligations and exercising its rights under this contract;
- (b) diligently perform its obligations under this contract;
- (c) provide the Services:
  - (i) to a high standard and in accordance with the professional standards of conduct applying to the relevant industry; and
  - (ii) in accordance with relevant Australian industry standards, best practice and guidelines or where none apply, relevant international standards, best practice and guidelines; and
  - (iii) in accordance with all applicable laws.

## 3. Provision of Services

### 3.1 Service obligations

The Contractor must provide the services described in Schedule 1 (**Services**) in accordance with the timeframes specified in Schedule 1 and provide the Commonwealth with any material created by the Contractor for the purpose of or as a result of performing its obligations under this contract (**Contract Material**).

## 4. Contractor warranties

The Contractor represents and warrants that:

- (a) it has the right to enter into this contract;
- (b) it and its personnel (any natural person who is an employee, officer, agent or professional advisor of that party, and in the case of the Contractor, of a subcontractor) (**Personnel**), have the necessary experience, skill, knowledge, expertise and competence to perform the Services and (where appropriate) will hold such licences, permits or registrations as are required under any State, Territory or Commonwealth legislation to perform the Services, and are fit and proper people;
- (c) the Services will be complete, accurate and fit for their purposes;
- (d) all work performed under this contract will be carried out and completed in a proper and workmanlike manner and in the most cost-effective manner and using materials that are free from defects in design, performance and workmanship and suitable for the purpose;
- (e) all insurance policies required to be held by the Contractor under this contract will remain in effect as provided for in this contract and will not be varied by the Contractor without the Commonwealth's written consent; and
- (f) if the Contractor is a trustee, it enters this contract personally and in its capacity as trustee and has the power to perform its obligations under this contract.

## 5. Conduct at Commonwealth's premises

Without limiting clause 16, the Contractor must, if using or accessing the Commonwealth's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Contractor or as might reasonably be inferred from the circumstances.

## 6. Subcontracting

The Contractor must not subcontract any aspect of the provision of the Services without the prior written approval of the Commonwealth, which will not be unreasonably withheld. The Contractor is fully responsible for the performance of the Services even if the Contractor subcontracts any aspect of the provision of the Services.

## 7. Personnel

### 7.1 Use of Specified Personnel

The Contractor must:

- (a) provide the Services using, where relevant, the expertise of the personnel specified in Schedule 1 (**Specified Personnel**); and
- (b) ensure that each of the Specified Personnel is aware of and complies with the Contractor's obligations in providing the Services.

### 7.2 If the Specified Personnel are not available

Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the Contractor must notify the Commonwealth immediately. The Contractor must:

- (a) if requested by the Commonwealth, provide a replacement person of suitable ability and qualifications at no additional charge and at the earliest opportunity; and
- (b) obtain the Commonwealth's written consent prior to appointing any such replacement person. The Commonwealth's consent will not be unreasonably withheld.

### 7.3 Commonwealth may request replacement of Personnel

The Commonwealth may at any time request the Contractor to remove from work in respect of this contract any of the Specified Personnel or any of the Contractor's subcontractors or Personnel. The Contractor must promptly arrange for the removal of such subcontractors or Personnel and their replacement in accordance with the process outlined in clause 7.2.

## 8. Commonwealth Material

The Commonwealth may provide to the Contractor material (**Commonwealth Material**) and the Contractor must ensure that the Commonwealth Material is used strictly in accordance with any direction by the Commonwealth.

## 9. Intellectual Property Rights

### 9.1 Pre-existing Material and Third Party Material

This clause 9 does not affect the ownership of the Intellectual Property Rights in any material owned by a party before the execution of this contract (**Pre-existing Material**) or material owned

by a third party that is included or embodied in or attached to the Contract Material or used as part of the performance of the Services (**Third Party Material**).

## 9.2 Third Party Material

The Contractor must obtain all necessary copyright and other Intellectual Property Rights permissions before including any Third Party Material in the Contract Material or using Third Party Material as part of the Services.

## 9.3 Contractor ownership of Intellectual Property Rights in Contract Material

- (a) All Intellectual Property Rights in the Contract Material vest in the Contractor on creation.
- (b) To the extent that:
  - (i) the Commonwealth needs to use any of the:
    - (A) Pre-existing Material or Third Party Material provided by the Contractor;  
or
    - (B) Contract Material,to receive the full benefit of the Services, the Contractor grants to, or must obtain for, the Commonwealth a perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate that material; or
  - (ii) the Contractor needs to use any of the Commonwealth Material for the purpose of performing its obligations under this contract, the Commonwealth grants to the Contractor, subject to any direction by the Commonwealth, a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate such material solely for the purpose of providing the Services.
- (c) The licence granted to the Commonwealth under clause 9.3(b)(i) does not include a right to exploit the Pre-existing Material, Third Party Material or the Contract Material for the Commonwealth's commercial purposes.

## 9.4 Warranty

The Contractor warrants that:

- (a) the Pre-existing Material, Third Party Material and the Contract Material (**Warranted Materials**) and the Commonwealth's use of the Warranted Materials will not infringe the Intellectual Property Rights of any person; and
- (b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided for in this clause 9.

## 9.5 Intellectual Property Rights

In this contract, **Intellectual Property Rights** means all intellectual property rights, including:

- (a) copyright, patents, trademarks, designs, trade secrets, know how, and any right to have confidential information kept confidential;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,

whether or not such rights are registered or capable of being registered.

## 10. Moral Rights

### 10.1 Obtaining consents

To the extent permitted by applicable laws and for the benefit of the Commonwealth, the Contractor must:

- (a) give, where the Contractor is an individual, in a form acceptable to the Commonwealth;
- (b) use its best endeavours to ensure that each of the Personnel used by the Contractor in the production or creation of the Contract Material gives, in a form acceptable to the Commonwealth; and
- (c) use its best endeavours to ensure that any holder of Moral Rights in Third Party Material included in the Contract Material gives,

genuine consent in writing, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of its or their Moral Rights.

### 10.2 Definitions

In this clause 10:

- (a) **Moral Rights** has the same meaning as it has in Part IV of the *Copyright Act 1968* (Cth);
- (b) **Specified Acts** means:
  - (i) falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));
  - (ii) materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
  - (iii) reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
  - (iv) adding any additional content or information to the Contract Material; and
- (c) for the purposes of clause 10.2(b), **Contract Material** includes any Pre-existing Material and Third Party Material to the extent that it is included in, forms part of or is attached to the Contract Material.

## 11. Payment colleague

### 11.1 Obligation to pay charges

The Commonwealth will pay to the Contractor the service charges and expenses (if any) as set out in Schedule 2, subject to satisfactory performance of the Services and the provision of a correctly rendered invoice.

### 11.2 Taxes

Subject to clause 11.3, the Contractor must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this contract.

### 11.3 GST

- (a) Any consideration payable or to be provided for a supply made under this contract does not include any amount on account of GST. If GST is payable on any supply made under or in connection with this contract, the recipient of the supply must pay to the supplier an additional amount equal to the GST payable on the supply provided that the supplier first issues a tax invoice to the recipient for that supply.

- (b) If a payment to a party under this contract is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled on the acquisition of the supply to which that loss, cost or expense relates.

## 12. Indemnity

The Contractor indemnifies the Commonwealth against any loss, liability and expense arising out of, or as a consequence of, any unlawful or negligent act or omission or breach of this contract by the Contractor, its officers, employees or subcontractors, except to the extent that any negligent act or omission by the Commonwealth or its officers, employees and agents contributed to the relevant liability.

## 13. Insurance

### 13.1 Obligation to maintain insurance

The Contractor must, and must ensure that any subcontractors, have and maintain the following insurances:

- (a) workers' compensation as required by law;
- (b) public liability insurance for an insured amount of \$10 million per claim
- (c) professional indemnity or errors and omissions insurance for an insured amount of \$5 million per claim

### 13.2 Certificates of currency

The Contractor must, on request by the Commonwealth, provide current relevant confirmation of insurance documentation from its insurers or insurance brokers certifying that it has insurance as required by this clause 13.

## 14. Confidentiality

### 14.1 Prohibition on disclosure

- (a) Subject to clause 14.2, the Contractor must not, without the prior written consent of the Commonwealth, disclose any Commonwealth Confidential Information to a third party.
- (b) Subject to clause 14.2, the Commonwealth must not, without the prior written consent of the Contractor, disclose any Contractor Confidential Information to a third party.

### 14.2 Exceptions to obligations

The obligations on the parties under this clause 14 will not be taken to have been breached to the extent that Confidential Information:

- (a) is disclosed by a party to its advisers or employees solely in order to comply with obligations, or to exercise rights, under this contract;
- (b) is disclosed by the Commonwealth to the responsible Minister or a House or a Committee of the Parliament of the Commonwealth or is shared by the Commonwealth with another Commonwealth agency, where this serves the Commonwealth's legitimate interests;
- (c) is authorised or required by law, including under this contract, under a licence or otherwise, to be disclosed; or
- (d) is in the public domain otherwise than due to a breach of this clause 14.



### 14.3 No reduction in privacy obligations

Nothing in this clause 14 derogates from any obligation which either party may have either under the *Privacy Act 1988* (Cth) as amended from time to time, or under this contract, in relation to the protection of personal information.

### 14.4 Contract provisions

Notwithstanding any other provision of this contract, the Commonwealth may disclose the provisions of this contract.

### 14.5 Confidential Information

In this clause 14, **Confidential Information** means information that is by its nature confidential and:

- (a) is designated by a party as confidential; or
- (b) a party knows or ought to know is confidential,

but does not include:

- (c) information that is or becomes public knowledge otherwise than by breach of this contract or any other confidentiality obligation.

## 15. Protection of personal information

### 15.1 Obligations

The Contractor acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the *Privacy Act 1988* (Cth) (the **Privacy Act**), and agrees in respect of the provision of Services under this contract:

- (a) to only use personal information for the purposes of this contract;
- (b) to comply with the IPPs (as if it were an agency), the NPPs and any other applicable privacy law or code;
- (c) to notify individuals whose personal information the Contractor holds, that complaints about acts or practices of the Contractor may be investigated by the Privacy Commissioner who has power to award compensation against the Contractor in appropriate circumstances;
- (d) not to use or disclose personal information or engage in an act or practice that would breach section 16F of the Privacy Act, an NPP or an APC unless the disclosure is required by this contract;
- (e) to disclose in writing to any person who asks, the content of the provisions of this contract (if any) that are inconsistent with an NPP or an APC binding a party to this contract;
- (f) to immediately notify the Commonwealth if the Contractor becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 15, whether by the Contractor or any subcontractor;
- (g) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner, to the extent that they are not inconsistent with the requirements of this clause 15; and
- (h) to ensure that any employee of the Contractor who is required to deal with personal information for the purposes of this contract is made aware of the obligations of the Contractor set out in this clause 15.

## **15.2 Subcontracts**

The Contractor must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this contract contains provisions to ensure that the subcontractor has the same awareness and obligations as the Contractor has under this clause 15, including the requirement in relation to subcontracts.

## **15.3 Definitions**

In this clause 15, the terms 'agency', 'approved privacy code' (APC), 'Information Privacy Principles' (IPPs), and 'National Privacy Principles' (NPPs) have the same meaning as they have in section 6 of the Privacy Act, and 'personal information', which also has the meaning it has in section 6 of the Privacy Act, 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'.

## **16. Security**

### **16.1 Australian Government Protective Security Manual**

The Contractor must comply with the security requirements detailed in the Australian Government Protective Security Manual 2005 (as amended or replaced from time to time) as minimum standards (to the extent applicable to the Services) and any additional requirements advised by the Commonwealth from time to time.

### **16.2 Security clearances**

- (a) If required by the Commonwealth, each of the personnel engaged by or on behalf of the Contractor must hold an Australian Government security clearance to the level required by the Commonwealth.
- (b) The Commonwealth will facilitate the obtaining of security clearances.
- (c) The cost of security clearances will be borne by the Contractor.

## **17. Books and records**

### **17.1 Contractor to keep books and records**

The Contractor must:

- (a) keep and require its subcontractors to keep adequate books and records, in accordance with Australian accounting standards, in sufficient detail to enable the amounts payable by the Commonwealth under this contract to be determined; and
- (b) retain and require its subcontractors to retain for a period of seven years after expiry or termination of this contract all books and records relating to the Services.

### **17.2 Costs**

The Contractor must bear its own costs of complying with this clause 17.

### **17.3 Survival**

This clause 17 applies for the Contract Period and for a period of seven years from the expiry or termination of this contract.

## 18. Audit and access

### 18.1 Right to conduct audits

- (a) The Commonwealth or a representative may conduct audits relevant to the performance of the Contractor's obligations under this contract.
- (b) The Commonwealth may, at reasonable times and on giving reasonable notice to the Contractor:
  - (i) require the Contractor, its employees, agents or subcontractors to provide documentation, books, records and information that are directly related to the contract; and
  - (ii) have access to the premises of the Contractor to the extent necessary for the Commonwealth to exercise its rights under clause 18.1(a).
- (c) The Contractor must provide the Commonwealth with any reasonable assistance requested by the Commonwealth in relation to:
  - (i) its exercise of its rights under this clause 18; and
  - (ii) any inquiry into or concerning the Services or this contract including any administrative or statutory review, audit or inquiry, any request for information directed to the Commonwealth, and any inquiry conducted by Parliament or any Parliamentary committee.

### 18.2 Auditor-General and Privacy Commissioner

The rights of the Commonwealth under clause 18.1 apply equally to the Auditor-General or a delegate of the Auditor General, or the Privacy Commissioner or a delegate of the Privacy Commissioner, for the purpose of performing the Auditor-General's or Privacy Commissioner's statutory functions or powers. The Contractor must do all things necessary to comply with the Auditor-General's or his or her delegate's or the Privacy Commissioner's or his or her delegate's requirements, notified under clause 18.1, provided that such requirements are legally enforceable and within the power of the Auditor-General, the Privacy Commissioner, or his or her respective delegate.

### 18.3 General

Each party must bear its own costs of any reviews and/or audits. The Contractor must ensure that any subcontract entered into for the purpose of this contract contains an equivalent clause granting the rights specified in this clause 18. This clause 18 applies for the Contract Period and for a period of seven years from the expiry or termination of this contract.

## 19. Dispute resolution

The parties must endeavour to resolve any dispute under this contract by mediation or other dispute resolution method before they commence legal proceedings (except proceedings for interlocutory relief).

## 20. Termination

### 20.1 Termination and reduction for convenience

- (a) The Commonwealth may, at any time, by notice, terminate this contract.
- (b) If this contract is terminated under clause 20.1(a), the Commonwealth is liable only for:

- (i) payments under clause 11 for Services rendered in accordance with this contract before the effective date of termination; and
  - (ii) reasonable costs actually incurred by the Contractor and directly attributable to the termination.
- (c) The Commonwealth is not liable to pay compensation under clause 20.1(b)(ii) for an amount which would, in addition to any amounts paid or due, or becoming due, to the Contractor under this contract, exceed the total service charges payable under this contract.
- (d) The Contractor is not entitled to compensation for loss of prospective profits.

## **20.2 Termination for default**

- (a) Without limiting any other rights or remedies the Commonwealth may have against the Contractor arising out of or in connection with this contract, the Commonwealth may terminate this contract effective immediately by giving notice to the Contractor if:
- (i) the Contractor breaches a material provision of this contract where that breach is not capable of remedy;
  - (ii) the Contractor breaches any provision of this contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so; or
  - (iii) an event specified in clause 20.2(b) happens to the Contractor.
- (b) The Contractor must notify the Commonwealth immediately if the Contractor ceases to be able to pay its debts as they become due, enters into liquidation, has a controller or managing controller or liquidator or administrator appointed, or is declared bankrupt or assigns his or her estate for the benefit of creditors or any analogous events.

## **20.3 Termination does not affect accrued rights**

Termination of this contract does not affect any accrued rights or remedies of a party.

## **21. Survival**

Clause 9 (Intellectual Property Rights), clause 10 (Moral Rights), clause 12 (Indemnity), clause 13 (Insurance), clause 14 (Confidentiality), clause 15 (Protection of personal information) clause 17 (Books and records) and clause 18 (Audit and access) survive the expiry or termination of this contract.

## **22. Miscellaneous**

### **22.1 Variation**

No agreement or understanding varying or extending this contract shall be legally binding upon either party unless the agreement or understanding is in writing and signed by both parties.

### **22.2 Assignment and novation**

A party may only assign its rights or novate its rights and obligations under this contract with the prior written consent of the other party.

### **22.3 Counterparts**

This contract may be executed in counterparts. All executed counterparts constitute one document.

## **22.4 Entire agreement**

This contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

## **22.5 Relationship**

- (a) The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- (b) This contract does not create a relationship of employment, agency or partnership between the parties.

## **22.6 Governing law and jurisdiction**

This contract is governed by the law of the Australian Capital Territory and each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

# Schedule 1 – Services

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## 1. Description of the services

The contract material for the Contractor is to provide technical expertise on Carbon Capture and Storage (CCS) for the duration of the Global Carbon Capture and Storage Initiative (GCCSI) international stakeholder engagement process between 18 August 2008 and 3 October 2008. The Contractor will:

- a) Accompany the Australian delegation to relevant international stakeholder engagement meetings in Europe;
- b) provide technical expertise on CCS to the Australian delegation and advice on status of CCS technology, research, development and deployment; and
- c) produce a preparatory report by 29 August 2008 outlining stakeholder positions on CCS (including the Carbon Sequestration Leadership Forum (CSLF), the International Energy Agency (IEA) and the European Technology Platform for Zero Emission Fossil Fuel Power Plants (ZEP) and key countries in Asia, Europe and North and South America) from an industry perspective;
- d) detail any country specific sensitivities; and
- e) provide a description of the differences between the GCCSI and the work program of the CSLF,

## 2. Reports and meetings

The Contractor must provide a written report by 29 August 2008 to the Commonwealth Representative outlining key stakeholder positions on CCS from an industry perspective. The report should cover each key stakeholder country and key organisations and include:

- a) an overview of the key contacts in each country;
- b) what CCS technology, research and development, or deployment activities the country is currently undertaking;
- c) which CCS related agencies (i.e. CSLF) they are engaged in;
- d) any country specific sensitivities; and
- e) a description of the differences between the GCCSI and the work program of the CSLF, the IEA and the ZEP.

The Contractor will also accompany the Commonwealth to relevant international stakeholder engagement meetings in Belgium, France, Norway and the UK. The dates, times and locations of meetings will be determined by the Commonwealth in consultation with the Contractor.

# Schedule 2 - Service charges and expenses

## 1. Service charges

### Daily rates basis:

The service charges are to be paid by the Commonwealth in accordance with the following table and must not exceed the total amount specified.

The Commonwealth will pay the Contractor a daily rate for the time incurred in preparing the written report and for travelling time with the Australian delegation.

Personnel	Daily Rate (exclusive of GST)	GST Component	Maximum Work Effort (Days)	Charges (exclusive of GST)	GST Component
John Bradshaw					
			<b>Subtotal</b>	\$86,000	\$8,600
			<b>Add GST</b>	\$8,600	
			<b>TOTAL</b>	<b>\$94,600</b>	

All amounts are expressed in Australian dollars.

## 2. Expenses

Subject to (a) below, the Commonwealth will not pay any meals or incidentals charges or expenses unless they have been pre-approved in writing by the Commonwealth.

- (a) The Commonwealth will fund all travel expenses. The Contractor will be reimbursed for the meals, incidentals and accommodation expenses where they are pre-approved in writing by the Commonwealth. The Contractor must submit an invoice for those expenses and the Commonwealth will reimburse the Contractor in accordance with the invoicing procedures set out in this Schedule.

Travel allowance covering meals and incidentals is payable for each overnight absence while travelling on official business. Guidance on acceptable travel allowance expenditure per city is shown in **Table A**.

The Commonwealth will identify suitable accommodation for the Australian delegation. The Contractor will pay for the Specified Personnel's accommodation expenses and will be reimbursed by the Commonwealth.

Where RET certifies that the Contractor is required to obtain high cost accommodation, an additional payment may be made to the office holder in accordance with the following:

The requirement must be due to the unavailability of accommodation of a reasonable standard at a locality, which would have avoided this additional payment.

The additional payment will be calculated on accommodation expenses and travel allowance for the entire trip.

**Table A: Rates of Travelling Allowance (Meals and incidentals)**

City	Length of Stay	Allowance
Brussels	2 Days	[REDACTED]
London	4 Days	[REDACTED]
Oslo	2 Days	[REDACTED]
Paris	5 Days	[REDACTED]

### 3. Invoicing requirements

Invoices must meet the requirements of a tax invoice as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and contain the following information:

- (a) contract number;
- (b) title and description of the Services; [REDACTED]
- (c) period covered by invoice;
- (d) details of fees, travel or other expenses which are to be reimbursed; and
- (e) any other information reasonably requested by the Commonwealth from time to time.

Invoices must to be sent to:

Katherine Harman  
Manager, Global CCS Initiative  
Resources Division  
Level 10, 10 Binara Street, Canberra City ACT 2601  
GPO Box 1564, Canberra ACT 2601  
Ph: 61 2 6213 7936  
Fax: 61 2 6213 6094

### 4. Payment terms

Fees and expenses will be paid 30 days from receipt by the Commonwealth of a correctly rendered tax invoice, subject to performance of the Services to the Commonwealth's satisfaction and substantiation of any expenses.



# Signing page

EXECUTED as an agreement.

Signed for and on behalf of the  
Commonwealth of Australia as  
represented by the Department of  
Resources, Energy and Tourism by its  
duly authorised delegate in the presence of

Kathy Haine  
Signature of witness

Margaret Sewell ←  
Signature of delegate

KATHERINE HARMON  
Name of witness (print)

MARGARET SEWELL ←  
Name of delegate (print)  
GENERAL MANAGER  
LOW EMISSION & COAL - CO<sub>2</sub> STORAGE  
BRANCH  
Position of delegate (print)

Signed by Dr John Bradshaw in the  
presence of

[Signature] ←  
Signature of witness

John Bradshaw ←  
Signature of Contractor

KEVIN J. TROCKS  
Name of witness (print)

