

s 22

From: s 22
Sent: Friday, 17 June 2016 12:52 PM
To: Murray Davis
Cc: s 22
Subject: RFQ - Water valuations Warrego, Condamine Balonne, QLD Border River
[SEC=UNCLASSIFIED]

Good afternoon Murray,

The Department is seeking a quote for valuation of the following water entitlement types.

- Condamine and Balonne Unsupplemented
- Lower Balonne – Supplemented
- Lower Balonne – Unsupplemented
- Lower Balonne – Overland Flow
- QLD Border Rivers – Unsupplemented
- Warrego – Unsupplemented

The final valuation is required by 27 July.

Could you please provide an indicative quote and indicate whether you can complete the work by 27 July.

Regards, s

s 22
Water Market Policy Section | Department of Agriculture and Water Resources
T: (s 22 0
E: s 22 agriculture.gov.au

s 22

From: s 22
Sent: Friday, 17 June 2016 10:09 AM
To: Douglas Knight
Cc: s 22
Subject: RFQ - Water valuations Warrego, Condamine Balonne, QLD Border Rivers
[SEC=UNCLASSIFIED]

Good morning Doug,

The Department is seeking a quote for valuation of the following water entitlement types.

- Condamine and Balonne Unsupplemented
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- Lower Balonne – Unsupplemented
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- QLD Border Rivers – Unsupplemented
- Warrego – Unsupplemented

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Regards, s

s 22
Water Market Policy Section | Department of Agriculture and Water Resources
T: (s 22
E: s 22 agriculture.gov.au

s 22

From: Murray Davis <**s 47 F**>
Sent: Thursday, 23 June 2016 9:59 AM
To: **s 22**
Cc: **s 22**
Subject: RE: RFQ - Water valuations Warrego, Condamine Balonne, QLD Border River [SEC=UNCLASSIFIED]

Sorry **s** for the delay – it has been a very busy time leading up to the end of the financial year.

Our fee for undertaking a valuation of the 6 water entitlements listed below would be \$4,000 plus gst. The completion of this report by the 27th July would be no problem.

Please let me know if you need any further details or have any questions.

Kind regards,

Murray Davis | AAPI CPV
 Director

**s 47 F**

W www.opg.net

Opteon (Central Queensland) Pty Ltd
 PO Box 98, Biloela, QLD 4715 Australia

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From: **s 22** [mailto:agriculture.gov.au]
Sent: Friday, 17 June 2016 12:52 PM
To: Murray Davis
Cc: **s 22**
Subject: RFQ - Water valuations Warrego, Condamine Balonne, QLD Border River [SEC=UNCLASSIFIED]

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- QLD Border Rivers – Unsupplemented
- Warrego – Unsupplemented

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Could you please provide an indicative quote and indicate whether you can complete the work by 27 July.

Regards, S

S 22

Water Market Policy Section | Department of Agriculture and Water Resources

T: (S 22

E: S 22 agriculture.gov.au

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s 22

From: **s 22**
Sent: Friday, 24 June 2016 1:38 PM
To: Douglas Knight
Cc: **s 22**, Emily; Tim Lane; Ian Douglas
Subject: RE: RFQ - Water valuations Warrego, Condamine Balonne, QLD Border Rivers [SEC=UNCLASSIFIED]

Good afternoon Doug,

Thank you for your quote for 2016-009 – for water valuations in the Warrego, Condamine Balonne & QLD Border Rivers

Unfortunately, on this occasion you have not been selected as the preferred supplier. You may request a debrief from the Department by contacting me on the number provided below.

Regards,

Steve

s 22
Water Market Policy Section | Department of Agriculture and Water Resources
T: **s 22**
E: **s 22** agriculture.gov.au

From: Douglas Knight [mailto:douglas.knight@htw.com.au]
Sent: Wednesday, 22 June 2016 12:06 PM
To: **s 22**
Cc: **s 22** ; Tim Lane ; Ian Douglas
Subject: Re: RFQ - Water valuations Warrego, Condamine Balonne, QLD Border Rivers [SEC=UNCLASSIFIED]

s 22
Please see attached our quotation as requested to undertake this work on behalf of the Department of Agriculture.
Any queries please do not hesitate to contact me.
Regards
Doug

Douglas Knight FAPI
Certified Practising Valuer

T 0746 397 600 | M 0438 708 887
E douglas.knight@htw.com.au

141 Russell Street, Toowoomba, Qld, 4350
PO Box 1435, Toowoomba, Qld 4350

HERRON TODD WHITE | www.htw.com.au

On 21 June 2016 at 13:34, **s 22** agriculture.gov.au> wrote:

| Good afternoon Doug,

Correct. We are seeking a market value of unsupplemented entitlements in the Condamine and Balonne WMA. Previously we have received a value which collectively represents CBU 01-18. There is no specific zone requirement but a requirement for a value which covers the entire WMA.

For the Queensland Border Rivers, we have no specific requirement for any WMA, but a figure which represents unsupplemented entitlements in the entire Queensland Border Rivers catchment.

Similarly for the Warrego, we are seeking a market value which is representative of the collective value of unsupplemented water entitlements in the catchment.

We understand that there may be inconsistencies across each of these catchments, but that level of detail would not be required for the purpose of this report.

Regards,

S

From: Douglas Knight [mailto:douglas.knight@htw.com.au]

Sent: Tuesday, 21 June 2016 9:35 AM

To: s 22 s22@agriculture.gov.au

Cc: s 22 s22@agriculture.gov.au; Tim Lane <tim.lane@htw.com.au>; Ian Douglas <ian.douglas@htw.com.au>

Subject: Re: RFQ - Water valuations Warrego, Condamine Balonne, QLD Border Rivers [SEC=UNCLASSIFIED]

s 22

I just require a bit further clarification of the scope of this work please before I am in a position to provide a formal quotation.

This includes:

- Condamine and Balonne Unsupplemented

I assume in the above that you are not requiring us to provide an assessment of the value/market value range of all Unsupplemented entitlements within the Condamine and Balonne Resources Operations Plan but only within the Condamine and Balonne Water Management Area. If so the Condamine and Balonne Water Management Area includes 18 different zones within this part of the

system (see attached PDF). Do you require us to assess that or are you just looking at Zones 1 to 9 inclusive which relate to both the Condamine (zones 1-5) and Balonne Rivers directly only (zones 6-9);

- QLD Border Rivers- Unsupplemented

Are you requiring an assessment of the value/market value range of all unsupplemented entitlements within the Border Rivers Resource Operations Plan Area (In the attached PDF that there are 7 different Water Management Areas within the Border Rivers Resource Operations Plan Area (Northern Weir River; Macintyre Brook; Stanthorpe; Callandoon; Upper Weir River, Border Rivers and Lower Weir River) or are you just specifically requiring us to assess the Border Rivers Water Management Area which includes 3 zones including the Dumaresq Zone, the Macintyre Zone and the Barwon Zone;

- Warrego- Unsupplemented

Are you requiring us to assess the value/market value range of Unsupplemented water within the Warrego Resources Operations Plan which includes the Warrego River (Upper and Lower Warrego River- 14 zones), the Paroo River (7 zones), the Bulloo River (9 zones) and the Nebine River (6 zones) or are we just required to assess the Upper and Lower Warrego River?

Given the wide geographical location within the respective assessment areas there is the possibility that the value of unsupplemented water within the individual assessment areas will not be consistent across the assessment area as market forces will effect the value of individual entitlements differently within those areas. Therefore in order to gauge a more detailed understanding of the depth of the market within the respective assessment areas we will require a full schedule of all the unsupplemented entitlements within each of the 5 assessment areas.

Until we have a clearer scope of the work involved we cannot provide a formal quotation. Could you therefore come back to me as a matter of urgency in order for us to be able to provide you with a formal quotation to undertake this work.

Regards

Doug

Douglas Knight FAPI
Certified Practising Valuer

T 0746 397 600 | M 0438 708 887
E douglas.knight@htw.com.au

141 Russell Street, Toowoomba, Qld, 4350
PO Box 1435, Toowoomba, Qld 4350

HERRON TODD WHITE | www.htw.com.au

On 20 June 2016 at 15:31, **s 22** agriculture.gov.au> wrote:

My apologies Doug, I realise I didn't answer all your questions from the last email.

At this early stage we are engaging providers to see whether they are able to complete the work before the 27 July deadline (which we acknowledge is tight given the amount of entitlements). Further, we are interested to know whether your indicative quote would be likely to cross our procurement thresholds (normally \$10,000).

The Department would be interested in an assessment of the market value of the entitlement types listed. The methodology used to determine the values is at the discretion of the valuer, but we ask that the method is documented in the report. Ordinarily the Department does not provide any information for this type of assessment but if you believe something specific is required, please let us know. In many ways this will be similar to the groundwater valuation you completed for us in February this year.

We request that the draft be completed 2 business days before the final report. In this instance that would be COB on Monday 25 July.

If you were to indicate whether these timeframes are adequate and provide an indicative quote that is acceptable to the Department, we would be able to issue a services agreement by COB Wednesday.

If you have any questions or concerns, don't hesitate to get in touch.

Regards, **s**

s 22

Water Market Policy Section | Department of Agriculture and Water Resources

T: **s 22**

E: **s 22** agriculture.gov.au

From: s 22
Sent: Monday, 20 June 2016 2:25 PM
To: 'Douglas Knight' <douglas.knight@htw.com.au>
Cc: s 22 <ian.douglas@htw.com.au>; agriculture.gov.au; Tim Lane <tim.lane@htw.com.au>; Ian Douglas
Subject: RE: RFQ - Water valuations Warrego, Condamine Balonne, QLD Border Rivers [SEC=UNCLASSIFIED]

Good afternoon Doug,

The Department is seeking a quote for valuation of the following water entitlement types.

- Condamine and Balonne Unsupplemented
- Lower Balonne – Supplemented
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- QLD Border Rivers – Unsupplemented
 - Warrego – Unsupplemented

The final valuation is required by 27 July.

Could you please provide an indicative quote and indicate whether you can complete the work by 27 July.

Regards, s 22

From: Douglas Knight [<mailto:douglas.knight@htw.com.au>]
Sent: Monday, 20 June 2016 9:51 AM
To: s 22 <agriculture.gov.au>
Cc: s 22 <ian.douglas@htw.com.au>; agriculture.gov.au; Tim Lane <tim.lane@htw.com.au>; Ian Douglas
Subject: Re: RFQ - Water valuations Warrego, Condamine Balonne, QLD Border Rivers [SEC=UNCLASSIFIED]

Good Morning s 22

Thanks for the opportunity to quote on this work.

In order to facilitate your request, could you:

- Provide a formal valuation request **excluding** the Overland Flow component please?
- Could you also provide details of what issues you will require to be addressed in the report?
- Could you also provide details of what information you are prepared to supply to us so that we can complete the project?

In the first instance we would be requesting a full schedule of current entitlements identifying owners and nominal volumes within each of the 5 review areas. This is necessary because it helps us to understand both the depth of the market and the volume of trades within each sector which will then provide us with the evidence to complete the valuation request. Without this information, we will be required to carry out a significant number of title searches to identify the nominal volumes associated with each of the associated water transfers. For your information, at \$20/title search, this allowance will be on **top** of our identified quotation to compete the work.

I note your initial advice that there is no urgency in this matter but you have put a due date of 27th July on the request. Will you be requiring a draft and therefore is this the due date for the draft or the final reports?.If it is the final when will the draft be due?

Once the formal request has been received, we will then be in a position to advice our quotation and whether we can meet your time line.

Regards

Doug

Douglas Knight FAPI
Certified Practising Valuer

T 0746 397 600 | M 0438 708 887
E douglas.knight@htw.com.au

141 Russell Street, Toowoomba, Qld, 4350
PO Box 1435, Toowoomba, Qld 4350

HERRON TODD WHITE | www.htw.com.au

On 17 June 2016 at 10:09, s 22

agriculture.gov.au> wrote:

Good morning Doug,

The Department is seeking a quote for valuation of the following water entitlement types.

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- Lower Balonne – Supplemented
- Lower Balonne – Unsupplemented
- Lower Balonne – Overland Flow
- QLD Border Rivers – Unsupplemented
 - Warrego – Unsupplemented

The final valuation is required by 27 July.

Could you please provide an indicative quote and indicate whether you can complete the work by 27 July.

Regards, s 22

s 22

Water Market Policy Section | Department of Agriculture and Water Resources

T: s 22

E: s 22 agriculture.gov.au

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From: s 22
Sent: Monday, 27 June 2016 8:20 AM
To: s 22
Subject: RE: RFQ - Water valuations Warrego, Condamine Balonne, QLD Border River [SEC=UNCLASSIFIED]

The debriefs with the unsuccessful applicants were interesting. They were in disbelief over the price and the ability that the successful application could conduct an overland flow valuation.

From: s 22
Sent: Monday, 27 June 2016 8:18 AM
To: s 22
Subject: RE: RFQ - Water valuations Warrego, Condamine Balonne, QLD Border River [SEC=UNCLASSIFIED]

Interesting, someone else willing to do the overland flow and not a crazy price

Well done

From: s 22
Sent: Friday, 24 June 2016 1:53 PM
To: Murray Davis s 47 F
Cc: s 22 agriculture.gov.au>
Subject: RE: RFQ - Water valuations Warrego, Condamine Balonne, QLD Border River [SEC=UNCLASSIFIED]

Good afternoon Murray,

I am pleased to advise that the Department accepts your quote of \$4,400.00 (including GST) for a valuation of the following water entitlements:

- Condamine Balonne (Condamine and Balonne WMA) Unsupplemented
- Condamine Balonne (Lower Balonne WMA) Supplemented
- Condamine Balonne (Lower Balonne WMA) Unsupplemented
- Condamine Balonne (Lower Balonne WMA) Overland Flow
- Queensland Border Rivers Unsupplemented
- Warrego Unsupplemented

The Services Agreement and Service Order Form for the valuation request are attached. Please confirm your agreement to the attached terms and conditions by COB today. It is not necessary for you to sign the Service Order Form as long as you confirm in writing that you agree to the Service Conditions.

Can you please attach a scanned copy of your registration with the API and copies of public liability and professional indemnity insurance for our records.

The timelines for the provision of the work are as follows:

Milestone 1. The provision of the draft Water Valuation Report for assessment by Water Market Policy Section	5pm Tuesday 26 July 2016
Milestone 2. The provision of the Final Water Valuation Report and Executive Summary, to the Department's satisfaction	5pm Wednesday 27 July 2016

I am the contact officer for this work. Please contact me for all matters relating to the valuation services,
 s 22 agriculture.gov.au / s 22

If you could also please copy Emily Lucas into your replies s 22 agriculture.gov.au

Regards,

s

s 22

Water Market Policy Section | Department of Agriculture and Water Resources

T: (s 22

E: s 22 agriculture.gov.au

From: Murray Davis s 47 F

Sent: Thursday, 23 June 2016 9:59 AM

To: s 22 agriculture.gov.au>

Cc: s 22 agriculture.gov.au>

Subject: RE: RFQ - Water valuations Warrego, Condamine Balonne, QLD Border River [SEC=UNCLASSIFIED]

Sorry s 22 for the delay – it has been a very busy time leading up to the end of the financial year.

Our fee for undertaking a valuation of the 6 water entitlements listed below would be \$4,000 plus gst. The completion of this report by the 27th July would be no problem.

Please let me know if you need any further details or have any questions.

Kind regards,

Murray Davis | AAPI CPV

Director



s 47 F

W www.opg.net

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 PO Box 98, Biloela, QLD 4715 Australia

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From: Brine, Steven [<mailto:Steven.Brine@agriculture.gov.au>]

Sent: Friday, 17 June 2016 12:52 PM

To: Murray Davis

Cc: Lucas, Emily

Subject: RFQ - Water valuations Warrego, Condamine Balonne, QLD Border River [SEC=UNCLASSIFIED]

Good afternoon Murray,

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Regards, S

S 22

Water Market Policy Section | Department of Agriculture and Water Resources

T: S 22

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s 22

From: **s 22**
Sent: Monday, 6 June 2016 3:55 PM
To: **s 22** (Water Division)
Cc: **s 22**
Subject: RE: Update: Expiry of Panel Deed and Variation templates [SEC=UNCLASSIFIED]

Hi **s**

This does not have any implications for us, the only long term arrangement we have is with EAA and as discussed this is to be formally ended shortly. We also are not utilising any panel arrangements

Thanks

s

From: **s 22**
Sent: Monday, 6 June 2016 1:02 PM
To: **s 22**
Subject: RE: Update: Expiry of Panel Deed and Variation templates [SEC=UNCLASSIFIED]

Whether the proposed new Deed of Variation would be helpful or cumbersome is probably a matter for the programme areas.

Technically, a variation is, at law, a contract in itself, and the materiality test in s 12.51 of the trading rules should be applied. A consistent approach to the treatment of variations may facilitate a consistent approach to the application of s 12.51 of the trading rules.

Regards,

s 22

From: **s 22** (Water Division)
Sent: Monday, 6 June 2016 11:41 AM
To: **s 22** [agriculture.gov.au](mailto:s22@agriculture.gov.au); **s 22** [agriculture.gov.au](mailto:s22@agriculture.gov.au); **s 22** [agriculture.gov.au](mailto:s22@agriculture.gov.au); **s 22** [agriculture.gov.au](mailto:s22@agriculture.gov.au); **s 22** [agriculture.gov.au](mailto:s22@agriculture.gov.au); **s 22** [agriculture.gov.au](mailto:s22@agriculture.gov.au)
Subject: FW: Update: Expiry of Panel Deed and Variation templates [SEC=UNCLASSIFIED]

Mainly for **s 22** – does this impact on any of our arrangements ?

D.

s 22
(away from office on Monday and Tuesday afternoons after 3pm)
 Director, Water Market Policy
 Water Acquisitions and Markets Branch, Water Division
 Department of Agriculture and Water Resources
 (ph: **s 22** [agriculture.gov.au](mailto:s22@agriculture.gov.au))

From: Colreavy, Mary
Sent: Monday, 6 June 2016 11:11 AM

To: s 22 agriculture.gov.au>
Cc: s 22 agriculture.gov.au>; s 22 agriculture.gov.au>;
s 22 agriculture.gov.au>; s 22 agriculture.gov.au>
s 22 agriculture.gov.au>
Subject: Re: Update: Expiry of Panel Deed and Variation templates [SEC=UNCLASSIFIED]

Thanks s
M

Sent from my iPhone

On 6 Jun 2016, at 9:50 AM, B s 22 agriculture.gov.au> wrote:

Hi Mary

WPCS has already piggybacked with the OGC for our panel deeds for water conveyancing and water related legal advice. Four of the existing Legal Service Providers were sent new Deeds of Standing Offer last week and once executed, Service Orders will follow.

s

From: Colreavy, Mary
Sent: Monday, 6 June 2016 9:06 AM
To: s 22 agriculture.gov.au>; s 22 agriculture.gov.au>; s 22 agriculture.gov.au>
Cc: s 22 agriculture.gov.au>; s 22 agriculture.gov.au>; s 22 agriculture.gov.au>
@agriculture.gov.au>
Subject: FW: Update: Expiry of Panel Deed and Variation templates [SEC=UNCLASSIFIED]

Any comments welcome – this will be discussed at WDEM tomorrow, so would be good to have your views.

Regards
Mary Colreavy
Tel: s 22

From: s 22
Sent: Friday, 3 June 2016 5:00 PM
To: Robertson, John <John.Robertson@agriculture.gov.au>; Colreavy, Mary <Mary.Colreavy@agriculture.gov.au>; Fox, Amy <Amy.Fox@agriculture.gov.au>; s 22 agriculture.gov.au>; s 22 agriculture.gov.au>
Subject: Update: Expiry of Panel Deed and Variation templates [SEC=UNCLASSIFIED]

Hi All,

We have received a large number of requests from various areas within the Water Division over the last few weeks to assist with the preparation of variations to various agreements, including services contracts and Project Schedules to WMPA's.

In the course of undertaking this work there are two things that have become apparent to us and which I thought might be useful to raise for your information and which I am also happy to run through at WCM next week.

Expiry of Panel Deeds

We understand there may be a number of panel arrangements that the division has previously been utilising which are administered by the Department of Environment and due to expire in August this year. This includes for instance the Water Management Services Technical Panel.

We just wanted to flag whether consideration has been had to the possible need for the department to:

- (a) formally piggyback off any such arrangements (if it is the case that they were not transferred to this department as part of the MOG); and/or
- (b) undertake its own procurement exercises to establish its own panels to deliver such services post August this year (noting this could take some time).

If this is something you want to do, please let us know if the OGC can provide any assistance in this regard – including for instance on the possible process in this department for undertaking any such procurement exercise/s.

Approach to variations

We also understand there may be a range of ways in which the division may be seeking to vary agreements it is administering. This includes for instance through:

- (a) an exchange of emails;
- (b) use of a former Department of Environment variation/deed of variation template;
- (c) use of a current Department of Agriculture and Water Resources variation/deed of variation template which is not always entirely fit for purpose for the relevant water agreements;
- (d) use of a template which is a fusion of the two templates referred to above; or
- (e) a marked up copy of the relevant agreement (or part thereof) that the department is proposing to vary simply being sent to a provider, without any formal variation document.

While we note that:

- (a) the only requirements for variations are that they are usually in writing and signed by both parties;
- (b) there are a number of forms by which this can be achieved; and
- (c) it may be appropriate to adopt a particular form in any particular case (depending for instance on the level of risk and nature of the variations proposed),

we think it would be preferable, at least in the circumstances where a variation is being proposed through use of a formal variation/deed of variation document, that the division has access to a consistent template/s document for such purposes.

While the OGC has a standard variation/deed of variation template document which it usually recommends all areas in the department use when seeking to institute more formal variations to an agreement, we are also conscious that there may be some elements from the Department of Environment templates which the Water Division may wish to retain as they are useful for the agreements administered by the Division (e.g. affirmation of payment clauses and the approach to ensure that any variation document provides for the variations to be marked up so that a provider can easily comprehend what changes are proposed). We are also conscious that there are some elements from this department's template which may not be as relevant to at least some of the agreements administered by the Water Division.

We are currently in the process of considering whether there is merit in the OGC developing (and subsequently taking steps to develop) a separate template Variation/Deed of Variation document for use by the Water Division – and would welcome your views on whether this is something you would like us to progress with.

If you agree, and once we have a draft of this template document prepared, we will ensure to circulate it to your teams for consideration and possible standard use. In the interim, we will continue to do what we can to ensure that a consistent approach is being taken with respect to the form of the various variations to agreements which we have had involvement in reviewing.

I hope this all assists.

Thanks.

S

s 22

A/g Principal Government Lawyer
Office of the General Counsel

Phone s 22
Department of Agriculture and Water Resources

LG:

TRIM: LM -

Important: This email (including any attachments) may contain confidential and/or legally privileged information. To ensure that legal professional privilege is maintained, the contents of this email should not be communicated or referred, in whole or in part, to any person outside of Department of Agriculture, without the prior written consent of the author.

Commonwealth Contract – Services



Commonwealth of Australia

Commonwealth Contract - Services**Reference No: 2016-012****Customer**

Customer Name	The Commonwealth of Australia as represented by the Department of Agriculture and Water Resources
Customer ABN	24 113 085 695
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	126 Margaret St Toowoomba Qld 4350

Commonwealth Contract – Services

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	Thursday, 1 September 2016
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 23 September 2016
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 the following water entitlements:
 - Condamine Balonne (Lower Balonne WMA) Overland Flow
 - Warrego Unsupplemented
- (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 22/9/2016.
- (8) Provide a final valuation report incorporating amendments requested by or otherwise agreed by the Department, to the Department's satisfaction, by COB 23/9/2016.

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.

Commonwealth Contract – Services

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	22/9/2016
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	23/9/2016

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 **\$3,630.00** as set out below:

Commonwealth Contract – Services

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	\$3,300.00	\$330.00	\$3,630.00

Total Fixed Price for Services \$3,630.00

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: Phones s 22
 Email Address: Email s 22 griculture.gov.au

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

Name: Shaun Hendy
 Position Title: Director Valuation, Rural & Agribusiness
 Postal Address: 126 Margaret St Toowoomba Qld 4350
 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

Commonwealth Contract – Services

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.

Commonwealth Contract – Services

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:

Commonwealth Contract – Services

Contract Annex 1 – Supplementary Information

Not applicable

Commonwealth Contract – Services

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 – Services

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 – Services

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 – Services

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/indigenousaffairs).

Commonwealth Contract – Services

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 Contract – Services

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 Contract – Services



Commonwealth of Australia

Commonwealth Contract - Services**Reference No: 2016-012****Customer**

Customer Name	The Commonwealth of Australia as represented by the Department of Agriculture and Water Resources
Customer ABN	24 113 085 695
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	126 Margaret St Toowoomba Qld 4350

Commonwealth Contract – Services

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	Thursday, 1 September 2016
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 23 September 2016
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 the following water entitlements:
 - Condamine Balonne (Lower Balonne WMA) Overland Flow
 - Warrego Unsupplemented
- (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 22/9/2016.
- (8) Provide a final valuation report incorporating amendments requested by or otherwise agreed by the Department, to the Department's satisfaction, by COB 23/9/2016.

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.

Commonwealth Contract – Services

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 griculture.gov.au	22/9/2016
Milestone 2. The provision of the Final Water Valuation Report and Executive Summary, to the Department's satisfaction	s 22	s 22 griculture.gov.au	23/9/2016

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 **\$3,630.00** as set out below:

Commonwealth Contract – Services

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	\$3,300.00	\$330.00	\$3,630.00

Total Fixed Price for Services \$3,630.00

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: Email 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: 126 Margaret St Toowoomba Qld 4350
 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

Commonwealth Contract – Services

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.

Commonwealth Contract – Services

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:

Commonwealth Contract – Services

Contract Annex 1 – Supplementary Information

Not applicable

Commonwealth Contract – Services

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 – Services

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 – Services

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 – Services

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/indigenousaffairs).

Commonwealth Contract – Services

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 Contract – Services

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: 2016-009

Customer

Customer Name	The Commonwealth of Australia as represented by the Department of Agriculture and Water Resources
Customer ABN	24 113 085 695
Address	Department of Agriculture and Water Resources GPO BOX 858 Canberra ACT 2600

Supplier

Supplier Name	Opteon Property Group (Central Qld)
Supplier ABN	70 167 776 276
Address	PO Box 98 Biloela, QLD 4715

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	Monday 27 June 2016
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 Wednesday 27 July 2016
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 the following water entitlements:
 - Condamine Balonne (Condamine and Balonne WMA) Unsupplemented
 - Condamine Balonne (Lower Balonne WMA) Supplemented
 - Condamine Balonne (Lower Balonne WMA) Unsupplemented
 - Condamine Balonne (Lower Balonne WMA) Overland Flow
 - Queensland Border Rivers Unsupplemented
 - Warrego Unsupplemented
- (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 26/7/2016
- (8) Provide a final valuation report incorporating amendments requested by or otherwise agreed by the Department, to the Department's satisfaction, by COB 27/7/2016.

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 s 22 agriculture.gov.au	26/7/2016
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 s 22 agriculture.gov.au	27/7/2016

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 **\$4,400.00** 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	\$4,000.00	\$400.00	\$4,400.00

Total Fixed Price for Services \$4,400.00

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: Email s 22 agriculture.gov.au

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

Name: Murray Davis
 Position Title: Director
 Postal Address: PO Box 98 Biloela, QLD 4715
 Telephone: (07) 4995 6690
 Email Address: murray.davis@opg.net

C.A.5 Specified Personnel

Position/Role	Name	Security Clearance Level
Director	Murray Davis	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 Opteon Property Group (Central Qld) 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/indigenousaffairs).

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.