



Date	[*]
Parties	<ol style="list-style-type: none">1. Great Barrier Reef Foundation (ABN 82 090 616 443) of Level 6, 88 Tribune Street, South Brisbane, QLD, 4101 (the Foundation); and2. [Consultant] (ABN [*]) of [insert address] (the Consultant).
Recitals	<ol style="list-style-type: none">A. The Foundation requires the provision of certain Services.B. The Consultant has represented that it has the necessary expertise and resources to provide the Services.C. The Consultant agrees to provide and the Foundation agrees to acquire the Services on the terms of this Agreement, including the Terms of Reference.

It is agreed as follows.

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Acceptance Criteria means the criteria against which the Deliverables will be tested pursuant to Acceptance Tests and which may include criteria related to the confirmation that the Deliverables do not contain any Defects.

Acceptance Test Period means the period of time during which Acceptance Tests must be completed as agreed between the parties.

Acceptance Tests means the tests agreed between the Foundation and the Consultant described in the Terms of Reference and such other tests reasonably considered by the Foundation to be necessary to determine whether the Deliverable provided to the Foundation contains any Defects and includes the procedure for conducting the tests and the Acceptance Criteria.

ADC Guidelines means the Australian Disputes Centre (**ADC**) Guidelines for Commercial Mediation (or if the ADC ceases to exist, the guidelines for mediation of any similar organisation nominated by the party referring the Dispute to mediation) in force from time to time, the terms of which are incorporated into this Agreement.

Agreement means this consultancy agreement and its schedules. For the avoidance of doubt, this includes the Terms of Reference.

Background IP means any Intellectual Property Rights:

- (a) created by or on behalf of the Consultant prior to the commencement of the Term;
- (b) created by or on behalf of the Consultant during the Term but independently of the supply and provision of the Services and Deliverables under this Agreement; and
- (c) any third party Intellectual Property Rights provided or procured by the Consultant,

which are incorporated into or are otherwise required for use of the Deliverables or Materials by the Foundation under this Agreement.

Business Day means a week day on which trading banks are open for the transaction of banking business in Brisbane, Queensland.

Claim means, in relation to a party, a demand, claim, action or proceeding made or brought by or against that party, however arising and whether present, unascertained, future or contingent.

Confidential Information means all information of a confidential nature, in any form whether tangible or not and whether visible or not, disclosed or communicated by a party to the other, or learnt or accessed by, or to which the other party is exposed as a result of entering into this Agreement. It includes any information relating to



dealings under this Agreement and any information concerning the contractual or commercial dealings, financial details, products or services (current or proposed), customers, employees, internal policies or IPR of a party. It does not include information or material which:

- (a) is already in the public domain, or enters the public domain other than due to a breach of this Agreement;
- (b) can be proven to be already known by the receiving party other than due to a breach of this Agreement; or
- (c) is obtained from a source other than the disclosing party or any of its Related Body Corporates or authorised representatives, where that source is entitled to disclose it without an obligation of confidence.

Conflict of Interest means any activity that will or is likely to compromise the Consultant's ability to perform its obligations under this Agreement fairly and independently.

Consequential Loss means any loss not arising naturally and not arising according to the usual course of things, from the relevant breach or acts or omissions.

Control of an entity has the meaning given to that term in Section 50AA of the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Defect means any fact, matter or circumstance which results in any part of any Deliverable failing to comply or perform in accordance with its specifications as described in the Terms of Reference, or any other aspect of the Services, Deliverables or Materials failing to comply with the other requirements of this Agreement.

Deliverables means the deliverables described in the Terms of Reference and any further reports, documents, Materials that the Consultant creates for or supplies to the Foundation as part of the Services under this Agreement, and as expressly set out under the Terms of Reference.

Delivery Date means the dates and times for the provision of the Services and/or Deliverables as set out in

the Terms of Reference.

Department means the department, agency or authority of the Commonwealth of Australia which is from time to time responsible for administering the Reef Trust Grant.

Effective Date has the meaning given to that term in clause 2(a).

Expiry Date means 15 November 2025.

Force Majeure means an event or cause beyond the reasonable control of the party claiming force majeure which directly affects that party's ability to perform its obligations under this Agreement and cannot be mitigated by that party undertaking reasonable commercial endeavours. It includes each of the following, to the extent it is beyond the reasonable control of that party:

- (a) act of nature;
- (b) war or terrorism;
- (c) national emergency;
- (d) epidemic (for the avoidance of doubt, this excludes the disease known as 'COVID-19', which is an Excluded Event);
- (e) act or inaction of government or regulatory agency; and
- (f) industrial action outside that party's own workforce but does not include any Excluded Event.

For the purposes of this definition, an Excluded Event means the virus known as 'COVID-19', or any events, circumstances or conditions that may result therefrom, including any associated public health emergency, and any resulting governmental actions including any mandatory business, service or workplace restrictions, quarantines, border closures and travel restrictions.

Foundation Data means all data and information relating to the Foundation and its operations, facilities, donors, suppliers, grantors, grantees, personnel, assets and programs in whatever form that information may exist which is generated, processed or accessed by or on behalf of the Consultant under, or for the purpose of or in the course of carrying out its obligations under, this Agreement, and any other data relating to the Services,



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Deliverables and Materials, including the Foundation's Confidential Information.

GST has the meaning given by the GST Law.

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth), or, if that Act does not exist for any reason, any Act or regulation imposing or relating to the imposition or administration of a goods and services tax in Australia.

Indigenous Knowledge means any traditional knowledge and cultural expressions of Indigenous peoples as provided or contributed to by Indigenous peoples, and includes:

- (a) traditional ecological knowledge, biodiversity-related knowledge, scientific knowledge, technical knowledge, agricultural knowledge, medicinal knowledge and related medicines and remedies, cosmology, knowledge about genetic resources, languages, words, music, performance, literature, song lines, stories, dance, games, mythology, other oral traditions, rituals, customs, narratives, names, symbols, designs, visual arts and crafts, and architecture; and
- (b) any Intellectual Property Rights that arise in that knowledge or expression

Initial Term has the meaning given to that term in clause 2(a).

Insolvency Event means the occurrence of any one or more of the following events in relation to a party:

- (a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (b) it is insolvent within the meaning of section 95A of the Corporations Act;
- (c) it must be presumed by a court to be insolvent by reason of an event set out in section 459C(2) of the Corporations Act;
- (d) it fails to comply with a statutory demand (within the meaning of section 459F(1) of the Corporations Act);
- (e) it has an administrator appointed or any step preliminary to the appointment of an administrator is taken;

- (f) it has a controller (within the meaning of section 9 of the Corporations Act) or similar officer appointed to all or any of its property; or
- (g) it has proceedings commenced, a resolution passed or proposed in a notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.

Intellectual Property means all Intellectual Property Rights in or arising out of the Services, Deliverables and the Materials, but excludes any IPR in the Consultant's Background IP.

Intellectual Property Rights or **IPR** means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semi-conductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know-how or other proprietary rights (whether or not any of these are registered and including any application, or right to apply, for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which subsist or may hereafter subsist anywhere in the world.

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, whether made by a State, Territory, Commonwealth, or a local government, and includes common law and the principles of equity as applicable from time to time, and any applicable legally binding industry codes of conduct.

Loss means all losses, liabilities, fines, penalties, damages and claims, and all related costs and expenses (including any and all legal fees on a solicitor and client basis, and costs of investigation, litigation, settlement, judgment, appeal, interest and penalties).

Material means any material (whether originating with the Consultant or a third party) which is developed by or



on behalf of the Consultant in the course of or in connection with the supply of the Services and Deliverables in any form whatsoever (including electronic form) and includes without limitation all Deliverables, inventions, discoveries, improvements, processes, software, tools, databases, models, drawings, plans, artwork, designs, logos, reports, advices, proposals and records.

Milestone has the meaning given to that term in the Terms of Reference.

Milestone Payments means the payments relevant to each Milestone described in the Terms of Reference.

Payments means the payments payable by the Foundation in accordance with clause 8.

Personal Information means personal information and sensitive information as those terms are defined in the Privacy Act.

Personnel means, in relation to a party, that party's respective officers, directors, employees, agents, subcontractors, successors and assigns.

Privacy Act means the *Privacy Act 1988* (Cth) and includes any guidelines issued by the Privacy Commissioner.

Privacy Law means any Law that applies to either or both of the parties, Australian or otherwise, and as amended from time to time, which affects privacy or any Personal Information (including its collection, storage, use or processing) including without limitation:

- (a) the Privacy Act and corresponding Australian State privacy Laws; and
- (b) any codes of conduct, directives, principles or orders made under the legislation referred to in (a) above.

Reef Trust Grant means the grant agreement between the Foundation and the Commonwealth of Australia represented by the Department of the Environment and Energy executed on 27 June 2018 and varied on 26 March 2019 and 23 November 2021.

Regulated Information means all Personal Information which the Consultant receives or has access to under, or for the purpose of or in the course of carrying out its obligations under, this Agreement.

Related Body Corporate has the meaning of 'related body corporate' as that term is defined in the Corporations Act.

Relationship Manager means each party's representative nominated under clause 21(a) (from time to time) to manage the working relationship with the other party.

Secure Data Deletion means steps to be taken by the Consultant as directed by the Foundation to ensure accurate deletion of Foundation Data from the Consultant's Systems.

Service Levels means, in respect of a Service, any minimum levels specified in the Terms of Reference that the Consultant must achieve in performing that Service.

Services has the meaning given to that term in clause 3.1.

System means any computer system, network or other technical infrastructure owned or operated by a party.

Taxes means all taxes, charges, duties, levies, fees and other government imposts levied, assessed or collected, including any related fine or penalty (excluding GST).

Term means the Initial Term and any extension under clause 2.

Terms of Reference means the terms of reference contained in Schedule 1.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.
- (c) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (d) The following rules apply unless the context requires otherwise.
 - (i) The singular includes the plural, and the converse also applies.



- (ii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (iii) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (iv) A reference to a clause or schedule is a reference to a clause of, or schedule to, this Agreement.
- (v) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by that agreement or document.
- (vi) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (vii) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (viii) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (ix) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (x) A reference to dollars and \$ is to Australian currency.

2. Term and expiry

- (a) This Agreement commences on the date that it is executed by both parties (and if executed on different dates, that later date) (**Effective Date**) and continues for until the Expiry Date, unless extended or terminated earlier in accordance with its terms (**Initial Term**).
- (b) The parties may agree in writing to renew this Agreement for up to three further periods of no more than 12 months each on the same terms and conditions as set out in this Agreement.

3. Services

3.1 Services

The Consultant must make available to the Foundation the following services (together, the **Services**):

- (a) the services, functions and responsibilities described in this Agreement, including services, functions and responsibilities relating to:
 - (i) the Terms of Reference; and
 - (ii) the provision of any Deliverables; and
- (b) any related services, functions, deliverables, goods or other responsibilities not specifically described in this Agreement which are reasonably incidental to and required for the proper performance and provision of the services referred to in clause 3.1(a).

3.2 Acknowledgement

- (a) The Consultant acknowledges that the arrangements under this Agreement are funded at least in part by grant monies received by the Foundation under the Reef Trust Grant.
- (b) The Reef Trust Grant contains a number of obligations that must be flowed through to any Consultant providing goods and services to the Foundation, where monies obtained from the Reef Trust Grant will be expended.



4. Consultant's obligations

4.1 Consultant's obligations

- (a) The Consultant will, in accordance with the Terms of Reference, provide the Foundation with the Services and Deliverables in accordance with any applicable Service Levels, Delivery Dates (or where there are no applicable Delivery Dates, diligently and expeditiously) and the other service standards specified under this Agreement.
- (b) The Consultant must immediately notify the Foundation:
 - (i) of any proposed or actual change of Control of the Consultant;
 - (ii) of any Conflict of Interest;
 - (iii) of any complaint or Claim relating to breach of any Laws (including Privacy Laws) by the Consultant or its Personnel; or
 - (iv) if the Consultant is delayed in its provision of Services or Deliverables by the applicable Delivery Dates.
- (c) The Consultant must, and must ensure that its Personnel must not do anything or become involved in any situation which, in the reasonable opinion of the Foundation:
 - (i) Reflects unfavourably upon the Foundation, the Department and / or the provision of the Services or Deliverables;
 - (ii) Might negatively impact the image or reputation of the Foundation; or
 - (iii) Is in conflict with the Reef Trust Partnership.
- (d) The Consultant must provide the Project Co-Contributions as specified in Schedule 1 Item 8.

5. Personnel

- (a) The Consultant must, to the extent necessary to supply a Service or Deliverable:
 - (i) take all reasonable precautions to ensure its Personnel are of good character; and

- (ii) ensure its Personnel (including any replacement Personnel appointed to replace the Personnel removed under clause 5(b)) hold all necessary licences, approvals and permits.
- (b) If the Foundation, acting reasonably, notifies the Consultant that it requires the removal of any of the Consultant's Personnel from the performance of the Services, or from a site(s) controlled or operated by the Foundation, the Consultant must immediately comply with such request, and, if requested by the Foundation, replace the relevant Personnel.

6. Access

- (a) Subject at all times to clauses 6(b) and 6(c), the Foundation will grant to the Consultant's Personnel reasonable access to the Foundation's premises and Systems as may be reasonably required by those Personnel to perform the Consultant's obligations under this Agreement.
- (b) The Foundation may, acting reasonably, deny or suspend any access to the Foundation's premises or Systems by the Consultant's Personnel.
- (c) The Consultant will be liable at all times for any misconduct or damage caused by its Personnel at any of the Foundation's premises or to any System of the Foundation.
- (d) The Consultant's Personnel must comply with all reasonable directions of the Foundation made in connection with this clause 6.

7. Subcontracting

- (a) The Consultant may not subcontract any of its obligations under this Agreement without obtaining the Foundation's prior written consent acting in its sole discretion.
- (b) If the Foundation consents to the use of a subcontractor:
 - (i) the Consultant is not relieved of any of its liabilities or obligations under this Agreement and remains liable to the Foundation for the acts, defaults and neglect of any subcontractor



or any employee or agent of the subcontractor as if they were the acts, defaults or neglect of the Consultant; and

- (ii) the Foundation may request that the subcontractor agree to comply with the terms of this Agreement as if the subcontractor were the Consultant.

8. Payments

- (a) Subject to this clause 8, the Foundation must pay to the Consultant, each Milestone Payment for the completion of each respective Milestone, or as otherwise agreed between the Foundation and the Consultant in writing.
- (b) Each Milestone will be deemed to be completed, upon the Foundation notifying the Consultant, in writing, that the Milestone has been completed to its reasonable satisfaction.
- (c) Upon receiving written notification from the Foundation, the Consultant will issue to the Foundation an invoice for the Milestone Payment amount or such other amount as agreed by the parties.
- (d) Following the completion of each Milestone and the receipt of an invoice in accordance with clause (c), the Foundation will pay the Consultant the Milestone payment within 30 days of receipt of the invoice.
- (e) Any payment (whether in part or full) of the Milestone Payments by the Foundation will not be taken to be an admission or acceptance by the Foundation that a Service or Deliverable has been supplied or performed in accordance with this Agreement or that a Milestone has been reached.
- (f) The Foundation may set off against any amount due and payable under this Agreement by it to the Consultant, any amount due and payable under this Agreement by the Consultant to the Foundation, including by way of any indemnity.

9. Change management procedure

9.1 Change management procedure

- (a) The Foundation may, at any time during the Term, request changes to the Services and/or Deliverables by providing written notice to the Consultant of a requested change to those Services and/or Deliverables (**Change Request**).
- (b) Each Change Request must contain the following details:
 - (i) a complete description of the proposed change;
 - (ii) any date by which the proposed change is requested to be made; and
 - (iii) the estimated effect of the Change Request on the Consultant.
- (c) The Consultant must within seven days of receiving the Change Request provide the Foundation with a change proposal detailing:
 - (i) how the Consultant will implement the requested change while continuing to meet its other obligations under this Agreement (including the Schedules);
 - (ii) the impact of the requested change on the charges; and
 - (iii) the Consultant's proposed changes to resourcing,(**Change Proposal**).
- (d) The Consultant may reject any Change Request from the Foundation only if it can demonstrate to the Foundation's reasonable satisfaction that the proposed change:
 - (i) would adversely affect the relevant Service and/or Deliverable; or
 - (ii) is not feasible to implement.
- (e) The Foundation must, after receiving a Change Proposal, as soon as reasonably practicable, notify the Consultant that it:
 - (i) accepts the Change Proposal;
 - (ii) rejects the Change Proposal; or



- (iii) wishes to negotiate the Change Proposal, in which case the parties will endeavour to reach agreement on the Change Proposal.

9.2 Valuation of Change Requests and Change Proposals

- (a) In the event that the Foundation accepts a Change Proposal under clause 9.1(e) but does not accept a change to the charges proposed by the Consultant in that Change Proposal, the Consultant must perform the Change Proposal and the Consultant must make a fair determination of the adjustment to the Payments having due regard of all relevant circumstances.
- (b) In the event that, following the Foundation's determination under clause 9.2(a), the Consultant disputes that determination, the Consultant may seek to dispute the matter in accordance with clause 23, but must perform the Change Proposal notwithstanding any dispute.

10. Acceptance criteria

- (a) The Consultant shall not submit any Deliverable to the Foundation unless the Consultant reasonably believes that the Deliverable will pass the Acceptance Tests.
- (b) The Consultant must notify the Foundation when the Deliverable is ready for the Acceptance Tests.
- (c) The Consultant agrees to conduct Acceptance Tests on the Deliverable during the Acceptance Test Period. If the Foundation notifies the Consultant that it has discovered any Defects within the relevant Acceptance Test Period, then, without prejudice to any other right or remedy of the Foundation under this Agreement or otherwise at Law, the Consultant will remedy these Defects at no additional cost to the Foundation as soon as practicable and make the relevant Deliverable(s) again available for Acceptance Testing in accordance with this clause 10.
- (d) The Foundation will notify the Consultant when it accepts each relevant Deliverable.

11. Taxes and GST

- (a) If GST is payable, or notionally payable, on a Supply made under or in connection with this Agreement, the party providing the consideration for that Supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that Supply (the **GST Amount**). Subject to the prior receipt of a Tax Invoice, the GST Amount is payable at the same time that the other consideration for the Supply is provided. If a Tax Invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 30 days of the receipt of a Tax Invoice. This clause 11 does not apply to the extent that the consideration for the Supply is expressly stated to be GST inclusive or the Supply is subject to reverse charge.
- (b) Where any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability, it shall be reduced by any Input Tax Credit entitlement, or notional Input Tax Credit entitlement, in relation to the relevant cost, expense or other liability.
- (c) If an adjustment event occurs in relation to a Supply made under or in connection with this Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.
- (d) This clause 11 will not merge upon completion and will continue to apply after expiration or termination of this Agreement.
- (e) Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST Law shall have the same meaning in this clause.
- (f) If any Taxes are required by Law or regulation to be withheld from any payment for any goods or services provided by the Consultant under this Agreement, the Foundation will deduct those Taxes from the amount payable and remit them to the relevant taxing authority. The Foundation will provide to the Consultant details of any Taxes so remitted in accordance with the taxation law.



12. Force Majeure

- (a) To the extent that a party's delay or inability to perform under this Agreement is due to the existence of Force Majeure, the affected obligations of that party under this Agreement will be suspended until the passing of the Force Majeure, subject to that party:
- (i) notifying the other party of the Force Majeure; and
 - (ii) taking all reasonable steps to minimise any disruption to, and resume the performance of, its affected obligations.
- (b) If substantially all of the Consultant's obligations under this Agreement are suspended under clause 12(a) for more than 21 days, the Foundation may:
- (i) by notice in writing to the Consultant elect to terminate this Agreement, including the Terms of Reference without penalty (to the maximum extent permitted by law); or
 - (ii) request that the parties enter into discussions to modify the affected obligations by variation of this Agreement.

13. Intellectual property and moral rights

13.1 Assignment of Intellectual Property and Materials

- (a) The Consultant hereby assigns to the Foundation upon creation all of the Consultant's rights in the Intellectual Property and Materials (and any Background IP comprised in, or otherwise required to use, the Intellectual Property and Materials).
- (b) The Consultant acknowledges that, because of the assignments under paragraph (a), the Foundation owns and will own all right, title and interest to the Intellectual Property and Materials.
- (c) The Foundation grants a non-transferable, non-exclusive licence to the Consultant to use Intellectual Property and Materials created by the Consultant under this Agreement for any non-commercial purpose.

13.2 Assistance

- (a) During and after the Term and at the request of the Foundation, the Consultant must execute any documents and take such action (and must ensure that any Key Person executes such documents and takes such action) as the Foundation considers necessary or desirable to:
- (i) assist or allow the Foundation to perfect, enforce, assert or defend its interest in and rights to use, reproduce, publish, perform, exhibit, transmit, communicate or adapt the Intellectual Property and the Materials;
 - (ii) generally give effect to this clause 13; and
 - (iii) assist or allow the Foundation to comply with its obligations under the Reef Trust Grant to provide (or procure) a licence to the Department of Intellectual Property and Material, provided or required to be provided to the Department by the Foundation, including assisting in relation to any litigation commenced by or brought against the Foundation.

13.3 Improvements to the Intellectual Property and Materials

Any improvement to or development of any Intellectual Property or Materials made by or for the Foundation after the Term will be the sole property of the Foundation. The Foundation may apply for, in its name and at its cost, any rights in respect of the improvement or development.

13.4 Warranties

The Consultant and the Key Person warrant the following in relation to the Intellectual Property and Materials:

- (a) the Consultant (and not the Key Person) is the only owner of any Intellectual Property and Materials (including any Background Intellectual Property) assigned under clause 13.1(a) before that assignment;
- (b) no use, disclosure, publication, exhibition, performance, transmission, communication, adaptation or reproduction of any Materials by the Foundation will infringe any intellectual property or other rights of any third person or give rise to any



obligation on the Foundation to pay compensation or royalty to any other person;

- (c) the exercise of the rights to any Intellectual Property and Materials by the Foundation will not infringe any intellectual property or other rights of any third person nor give rise to any obligation on the Foundation to pay compensation or royalty to any other person; and
- (d) the Intellectual Property and Materials are not nor will be the subject of the grant of any interest by way of licence to anyone other than the Foundation.

13.5 Publications

Without limitation to the above:

- (a) to the extent that the Intellectual Property and Materials constitute or are incorporated into any report or plan prepared by or on behalf of the Foundation to be provided to the Department, the Consultant consents to:
 - (i) GBRF publishing that Project Material on its website; and
 - (ii) the Department publishing the Intellectual Property and Materials on its websites under an open access licence as required by the Department under the Reef Trust Grant ;
- (b) the Consultant otherwise consents to the Department and / or the Foundation publishing any reports, publication or data set (including any location data) produced in the course of providing the Services on the Foundation's website (excluding any Personal Information) or other websites or publicly available sources as notified to the Consultant from time to time.

13.6 Present and Future Rights

The Consultant acknowledges that:

- (a) the assignments in this clause 13 include, as far as possible, all rights in Intellectual Property and Materials that come into existence in the future; and
- (b) the warranties and undertakings in this clause 13 apply to all Intellectual Property and Materials in

existence at the date of this Agreement and that come into existence in the future.

13.7 Moral rights

To the full extent permitted by Law:

- (a) the Consultant consents to, and will procure that the relevant author(s) consent(s) to:
 - (i) any use of a Deliverable in accordance with, or as contemplated by, this Agreement without the need to make any identification of the Consultant or the author; and
 - (ii) the Foundation doing anything in relation to a Deliverable that (but for the consents provided in this Agreement) would otherwise infringe any moral rights or similar non-assignable, personal rights that the Consultant or relevant author might otherwise have; and

the Consultant must obtain all necessary consents or waivers from authors of any moral rights which may subsist in any Deliverable to permit the Foundation to exercise its full rights of use and quiet enjoyment to that Deliverable.

13.8 Indigenous Knowledge and Engagement

- (a) GBRF and the Consultant acknowledge that the owners and custodians of any Indigenous Knowledge provided to a party under this Agreement are the Indigenous peoples who have provided or contributed that Indigenous Knowledge; and
- (b) GBRF and the Consultant agree to use any Indigenous Knowledge provided to them under this Agreement only with the free, prior, informed and written consent of the Indigenous person or peoples who have provided or contributed that Indigenous Knowledge and only for the purpose for which such consent is given in writing.



14. Confidentiality and the Foundation Data

14.1 Confidential Information

- (a) The Consultant recognises that it may have access to Confidential Information in the course of providing the Services under this Agreement. The Consultant must not, and must ensure that its Personnel do not, either during or after the Term, use or disclose, cause or permit to be used or disclosed, or allow or assist to make it possible for any person to observe or have access to, any Confidential Information, except:
- with the prior written consent of the Foundation;
 - in the proper course of providing the Services under this Agreement; or
 - to the extent required by any Law.
- (b) The Consultant will use its best endeavours to prevent the unauthorised use or disclosure of any Confidential Information to a third party.
- (c) The Consultant must immediately notify the foundation of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.
- (d) The Consultant must provide all reasonable assistance to the Foundation both during and after the Term to assist the Foundation in preventing any unauthorised use or disclose of the Confidential Information and in taking action to prevent or prosecute the unauthorised use or disclose.
- (e) The Consultant must provide assistance reasonably requested by the Foundation in relation to any proceedings the Foundation may take against any person for unauthorised use, copying or disclosure of Confidential Information.
- (f) The Consultant will ensure that each of its Personnel who will have access to the Confidential Information has agreed to be bound by obligations of confidentiality and non-use that are at least as protective as those which apply to the Consultant under this Agreement.

14.2 Return and Destruction of Confidential Information

The Consultant must, and must ensure that each of its Personnel must, on the termination of this Agreement, or immediately on demand by the Foundation:

- return (at their own expense) to the Foundation anything containing or relating in any way to the Confidential Information;
- permanently delete all Confidential Information (including any information that relates to any Confidential Information) from any electronic storage device of any type; and
- despite anything else in this Agreement, cease to make use of the Confidential Information, and confirm promptly when they have done so.

14.3 Exceptions

Clauses 14.1 and 14.2 do not apply to the following:

- information after it becomes generally available to the public other than because of:
 - a breach of this Agreement; or
 - any other misuse or unauthorised disclosure by the Consultant or its Personnel of any Confidential Information;
- the disclosure of information in compliance with any applicable law or legally binding order of any court, government, semi-government authority or administrative or judicial body of the applicable rules of any stock exchange; or
- the use, copying, reproduction, recording or disclosure of information after the Consultant receives it from a third person (other than one of its Personnel) legally entitled to possess the information and to provide it to the Consultant, if that use, copyright, reproduction, recording or disclosure accords with the rights or permission lawfully granted to the Consultant by that third person.

14.4 Obligations additional

The undertakings in this clause 14 are in addition to and in no way derogate from the obligations on the



Great Barrier Reef Foundation – Consultancy Agreement

Consultant and each Personnel in respect of secret and confidential information at law or under any statute.

14.5 Foundation Data

Foundation Data is and will remain the property of the Foundation at all times. Except as required by Law, the Consultant must not:

- (a) use the Foundation Data other than directly in relation to the performance of its obligations under this Agreement;
- (b) sell, commercially exploit, let for hire, assign rights in or otherwise dispose of any the Foundation Data;
- (c) make any the Foundation Data available to a third party other than an approved subcontractor and then only to the extent necessary to enable the approved subcontractor to perform its part of the Consultant's obligations under this Agreement; or
- (d) remove or transfer the Foundation Data to any premises or System that is not owned or controlled by the Foundation without obtaining the prior written approval of the Foundation.

14.6 Data security

- (a) The Consultant must establish and maintain safeguards against the destruction, loss or alteration of the Foundation Data in the possession or control of the Consultant. Such safeguards must comply with all applicable Laws and any procedures notified by the Foundation from time to time.
- (b) Immediately on termination or expiration of this Agreement or on the Foundation's request, the Consultant must return to the Foundation all the Foundation Data collected by or provided to the Consultant in connection with this Agreement, provided that the Consultant may retain copies of such information if necessary to comply with any Law. If and when directed to do so, such return of the Foundation Data may require Secure Data Deletion from the Consultant's Systems.

14.7 Regulated Information and Privacy

- (a) The Consultant must, and must procure that its Personnel, in respect of any Regulated Information:

- (i) comply at all times with Privacy Law, any privacy policy or code adopted by the Foundation from time to time and all lawful directions of the Foundation notified to the Consultant in connection with the security, use, disclosure or handling of any Regulated Information;
 - (ii) not to otherwise do any act or engage in any practice which, if done or engaged in by the Foundation or the Department, would be a breach of the Privacy Act;
 - (iii) only use or disclose Regulated Information for the purpose of fulfilling its obligations under this Agreement;
 - (iv) not transfer or disclose any Regulated Information outside Australia, or allow any person outside Australia to access, view or receive any Regulated Information, without the prior written approval of the Foundation;
 - (v) ensure that the Regulated Information held by it is protected against misuse, loss, unauthorised access, interference, modification or disclosure;
 - (vi) as soon as reasonably practicable, notify the Foundation if it becomes aware:
 - (A) that a disclosure of Regulated Information is required by Law (including under applicable Privacy Law); or
 - (B) of a breach of this clause 14.7; and
 - (vii) ensure that each of its Personnel complies with any privacy policy of the Foundation or any reasonable directions of the Foundation notified to the Consultant from time to time in connection with such policies or the collection, use or disclosure of any Regulated Information.
- (b) Where the Consultant discloses any Regulated Information to the Foundation in the course of providing the Services, it warrants and represents that it has obtained the consent of the relevant individual to the collection of that individual's Regulated Information by the Foundation and the Department, and any other third parties to whom such information may be disclosed in connection



Great Barrier Reef Foundation – Consultancy Agreement

with the Services, each Deliverable, the administration of this Agreement, and / or the administration of the Reef Trust Grant.

14.8 Eligible Data Breach

- (a) In this clause **Eligible Data Breach** has the same meaning as it has in the Privacy Act.
- (b) If the Consultant becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Consultant as a result of this Agreement or its performance of the Agreement, the Consultant agrees to:
 - (i) notify the Foundation in writing as soon as possible, which must be no later than within 3 days; and
 - (ii) carry out an assessment in accordance with the requirements of the Privacy Act.
- (c) Where the Consultant is aware that there are reasonable grounds to believe there has been, or where the Foundation notifies the Consultant that there has been, an Eligible Data Breach in relation to any Personal Information held by the Consultant as a result of this Agreement or its performance of the services, the Consultant agrees to:
 - (i) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates; and
 - (ii) take all other action necessary to comply with the requirements of the Privacy Act.

15. Insurance

- (a) The Consultant will, at its own expense, obtain and maintain the insurance policies with a reputable insurer reasonably approved by the Foundation with coverage limits as set out below (and will, upon request, provide the Foundation with evidence of compliance with this clause 15):
 - (i) for the Term and for a period of seven years after the expiry or termination of this Agreement:

- (A) public liability insurance with a minimum cover of \$20 million per claim; and
- (B) professional indemnity insurance with a minimum cover of \$5 million per claim; and
- (ii) for the Term insurance against any liability which may arise under Law, including any relevant workers or accident compensation legislation.

- (b) The Consultant will ensure that the Foundation is acknowledged by the insurer under the policies required under this clause as a noted party.

16. Warranties

- (a) The Consultant warrants that each Service and Deliverable:
 - (i) complies with all applicable Laws;
 - (ii) is provided with all due care and skill that would be expected of a skilled professional experienced in providing the same or similar services or deliverables;
 - (iii) is suitable for its intended purpose, if the purpose is expressly made known to Consultant; and
 - (iv) does not, and its use will not, infringe or make unauthorised use of the rights (including IPR) of any person.
- (b) The Consultant further warrants that:
 - (i) its representations to the Foundation (including any Services or Deliverables information or correspondence) are complete and accurate, not misleading or deceptive and may be relied on by the Foundation in entering into this Agreement (including the Terms of Reference);
 - (ii) it holds all licences, approvals and permits required by Law to perform its obligations under this Agreement; and
 - (iii) to the best of its knowledge, information and belief, no Conflict of Interest exists or is likely to



arise in the performance of its obligations under this Agreement.

in contract or in tort, including for negligence, or otherwise).

17. Indemnities

The Consultant indemnifies and must defend and hold harmless the Foundation, each Related Body Corporate of the Foundation and their Personnel (**those indemnified**) from and against all Losses suffered or incurred in connection with:

- (a) any breach of this Agreement;
- (b) any breach of a warranty specified in this Agreement;
- (c) Claims made by third parties (including regulators) arising out of a breach of this Agreement, or negligence, by the Consultant or its Personnel;
- (d) the wilful, fraudulent or negligent acts or omissions of the Consultant or its Personnel;
- (e) a breach by the Consultant or its Personnel of any Law or of its obligations set out in clause 14;
- (f) any infringement of any IPR in, or arising out of the delivery to or any use by the Foundation or its licensees of, any Deliverables or Materials; and
- (g) any death or personal injury caused by any act or omission of the Consultant or its Personnel.

18. Liability

18.1 Foundation liability

To the extent permitted by Law, the aggregate liability of the Foundation for Loss suffered by the Consultant, its Related Bodies Corporate and its Personnel in connection with this Agreement (whether under statute, in contract or in tort, including for negligence, or otherwise) is limited to the value of any Payments which are then due and payable and unpaid by the Foundation.

18.2 Indirect loss

To the extent permitted by Law and subject to clause 18.4, neither party is liable for any Consequential Loss arising out of or in connection with the performance of its obligations under this Agreement (whether under statute,

18.3 Contributory negligence

- (a) To the extent permitted by Law, in the case of contributory negligence, a party's liability to the other party under or in connection with this Agreement will be reduced proportionately by the extent, if any, to which the acts or omissions of the first party or those of any of its Personnel caused or contributed to the relevant loss or damage suffered or incurred by the second party.
- (b) The Consultant agrees that, in the event that it is liable to the Foundation for any loss or damage in any way connected with the supply of a Service or Deliverable to the Foundation, and that loss or damage occurs as a result of the conduct of the Consultant and partly as a result of the conduct of any other person or persons other than the Foundation then, to the extent permitted by Law, the Consultant will be liable to the Foundation in respect of its conduct as if it were jointly and severally liable for the full amount of the loss or damage and will not have its liability reduced under any legislation providing for proportionate liability.

18.4 Unlimited liabilities

Clause 18.2 does not apply in respect of any liability or Losses arising under, or in connection with, any of the indemnities set out in clauses 17(c), 17(f) to 17(g).

19. Termination

19.1 Automatic termination on the Expiry Date

This Agreement will terminate automatically on the Expiry Date without the need for further notice by any party.

19.2 Termination for Convenience

The Foundation may, by notice in writing to the Consultant, terminate this Agreement for its convenience and, provided the Consultant has not by a breach of any provision of this Agreement or by any wrongful act or omission caused or contributed to the termination, the Consultant shall be entitled to be paid:



- (a) An amount that is equal to the value of the Services completed by the Consultant as assessed by the Foundation at the date of termination as due and payable but unpaid;
- (b) Less any amounts which are due or which may become due from the Consultant to the Foundation in respect of this Agreement.

If the Foundation terminates the Agreement it may, in its absolute discretion, complete the uncompleted part of the Services itself or by engaging other Consultants.

19.3 Termination by the Foundation

The Foundation may terminate this Agreement in whole or in part immediately by giving written notice to the Consultant if:

- (a) the Consultant or any Personnel of the Consultant commits any serious or persistent breach of the provisions of this Agreement;
- (b) the Consultant commits a material breach of this Agreement that cannot be remedied, or where a material breach can be remedied, the Consultant fails to remedy that breach within 7 days following receipt of notice requiring it to do so;
- (c) the Foundation considers that the Services provided were not of a satisfactory standard;
- (d) any Personnel of the Consultant is convicted of a criminal offence involving fraud or dishonesty or an offence which, in the opinion of the Foundation, affects the Consultant's obligations under this Agreement;
- (e) the Consultant has a Conflict of Interest that cannot be resolved to the satisfaction of the Foundation;
- (f) the Consultant is the subject of or suffers and Insolvency Event; or
- (g) the Consultant engages in conduct which in the Foundation's opinion would bring the Foundation into disrepute, negatively impacts the image or reputation of the Foundation or is in conflict with the Reef Trust Partnership.

Termination by the Foundation for cessation of funding and / or the termination of a Reef Trust Grant

The Foundation may terminate this Agreement in whole or in part immediately by giving written notice to the Consultant, if:

- (h) any grant monies relevant to the provision of the Services cease to be made available to the Foundation under the Reef Trust Grant for any reason; and
- (i) any termination event is triggered under a the Reef Trust Grant relevant to the provision of the Services.

For the avoidance of any doubt, termination under this clause or clause 19.3 above shall be without penalty or the payment of any early termination fee of any kind, but all Payments properly due and payable for Services already provided at the time at which this Agreement is terminated under these clauses remain due and payable by the Foundation.

19.4 Termination by the Consultant

The Consultant may terminate this Agreement in whole or in part at any time with immediate effect by giving written notice to the Foundation if the Foundation commits a material breach of this Agreement that cannot be remedied, or where a material breach can be remedied, the Foundation fails to remedy that breach within 14 days following receipt of notice requiring it to do so.

19.5 Consequences of termination

- (a) Termination of this Agreement does not affect any accrued rights or remedies of either party.
- (b) No party will be entitled to any compensation or damages on the lawful termination of this Agreement.
- (c) On termination of this Agreement, the Consultant must hand over to the Foundation:
 - (i) all Materials and information used or produced by the Consultant in relation to the Services;
 - (ii) all Deliverables whether finished or not;



- (iii) any motor vehicle, keys and any other property of the Foundation that are or ought to be in the Consultant's possession, custody or control.
- (d) The covenants, conditions and provisions of this Agreement which are intended or capable of having effect after the expiration or termination of this Agreement (including provisions relating to warranties, indemnities, liability, licences, Intellectual Property Rights, confidentiality and privacy) remain in full force and effect following any expiration or termination of this Agreement.

20. WHS Requirements and Notifiable Incidents

- (a) Prior to undertaking any of the Services, the Consultant must:
 - (i) develop and implement appropriate and comprehensive WHS policies and procedures for the performance of the Services;
 - (ii) conduct a WHS risk assessment for the Services;
 - (iii) identify the WHS risks arising from the Services and how those risks will be managed;
 - (iv) take all reasonable steps to manage those identified WHS risks before the Services commence;
 - (v) identify any specific training or qualifications that the Consultant, or the Consultant's Personnel, require to perform the Services to the Foundation and the Consultant has verified that they have the required training and qualifications before they commence the Services; and
 - (vi) document the Consultant's conduct of each of the steps in paragraphs (i) to (v).
- (b) In this clause, **Notifiable Incident** has the meaning given by section 35 of the *Work Health and Safety Act 2011* (Cth) and includes the death of a person, a serious injury or illness of a person, or dangerous incident.

- (i) The Consultant agrees to report to the Foundation any significant WHS risks that it identifies, including as a result of conducting the process is paragraphs (a)(i) to (a)(v), as well as any Notifiable Incidents. If requested by the Foundation, the Consultant agrees to provide the Foundation with information (including evidence of the Consultant's completion of the steps in paragraphs (a)(i) to (a)(v)) relating to those WHS risks and Notifiable Incidents.

21. Governance

- (a) Each party will nominate a Relationship Manager to manage the working arrangements between the parties under this Agreement.
- (b) During the Term, the Relationship Manager of each party will convene and attend regular review meetings or teleconferences between the parties to address any operational matters and facilitate the implementation of any potential process, Service or Deliverable improvement under this Agreement.

22. Records and Audit

- (a) The Consultant must, in relation to the supply of a Service or Deliverable, keep and maintain accurate records and information for the Term and for seven years after the expiry or termination of this Agreement.
- (b) On the Foundation's request and subject to clause 22(c), the Consultant must:
 - (i) provide the Foundation with reasonable access to its Personnel, premises, facilities; and
 - (ii) permit the Foundation to view and make copies of any materials (including any licences, permits, records and information required to be obtained and maintained under this Agreement);

relevant to assessing compliance with this Agreement (an **Audit**).

- (c) The Consultant's obligations under clause 22(b) are subject to the Foundation:



- (i) providing five Business Days' prior written notice to the Consultant;
 - (ii) only conducting up to two Audits in any calendar year unless required by the Terms of Reference or otherwise required by Law;
 - (iii) conducting the Audit between the hours of 9am to 5pm on a Business Day; and
 - (iv) conducting the Audit for no more than five Business Days in aggregate per Audit.
- (d) If the Foundation notifies the Consultant that an Audit has shown that the Consultant is not complying with this Agreement, then the Consultant must, and must ensure that any relevant Consultant Personnel:
- (i) promptly remedy the non-compliance; and
 - (ii) comply with the Foundation's reasonable directions to remedy the non-compliance, including directions as to timing.
- (e) Each party will bear its own costs associated with an Audit, unless an Audit reveals that the Consultant has breached this Agreement in any way other than in a minor or inconsequential way; in which case the Consultant must pay the Foundation, within 30 days of written demand by the Foundation, the Foundation's costs of the Audit.

23. Compliance and reporting

The Consultant must:

- (a) (**directions**) comply with all lawful and reasonable directions issued by the Foundation that are reasonably necessary to assist the Foundation in complying with any obligations in relation to the Reef Trust Grant; and
- (b) (**requests for information etc**) comply, and assist the Foundation to comply, with all requests for information, directions, orders, subpoenas, and/or warrants issued to the Foundation or the Consultant by any Government Agency, or any other request for information that is otherwise authorised or required by Law.

24. Dispute resolution

- (a) Neither party may commence any court or arbitration proceedings relating to a dispute between the parties under or in connection with this Agreement (**Dispute**) unless it has complied with the provisions of this clause 23, except to seek urgent interlocutory relief.
- (b) A party claiming that a Dispute has arisen must promptly notify the other party in writing by giving details of the Dispute. The parties must use reasonable endeavours to resolve any Dispute by escalating the Dispute to their respective Relationship Manager and ensuring that its Relationship Manager uses reasonable efforts to resolve the Dispute.
- (c) If the parties are unable to resolve the Dispute in accordance with clause 24(b) within 20 Business Days from the date of notification, either party may immediately refer the Dispute to mediation and the parties will use reasonable endeavours to resolve the Dispute following the ADC Guidelines. Each party must bear its own costs in relation to complying with this clause 24(c), except for the costs and expenses of the mediation, which will be borne by the parties equally.

25. Assignment or novation

- (a) The Consultant must not assign or novate this Agreement or the Terms of Reference, in whole or part, without obtaining the Foundation's prior written consent.
- (b) The Foundation may assign or novate this Agreement, in whole or in part, at any time. At the request of the Foundation, the Consultant must execute all documents necessary to give effect to such assignment or novation.



26. General

26.1 Notices

(a) **(Notices)** Any notice, demand, consent or other communication (a **Notice**) given or made under this Agreement:

- (i) must be in writing and signed by a person duly authorised by the sender (or in the case of email, set out the full name and title of the person duly authorised by the sender);
- (ii) must be delivered to the intended recipient by hand or by prepaid post (if posted to an address in another country, by registered airmail) or by email to the address or email address below or to the address or email address last notified by the intended recipient to the sender:

to the **Foundation:** Level 6, 88 Tribune Street, South Brisbane, QLD, 4101

to the **Consultant:** [Postal address, street address and email]

- (iii) will be conclusively taken to be duly given or made:
 - (A) in the case of delivery in person, when delivered;
 - (B) in the case of delivery by post, seven Business Days after the date of posting (if posted to an address in the same country) or eight Business Days after the date of posting (if posted to an address in another country);
 - (C) in the case of email, the earlier of:
 - (1) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - (2) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and

- (3) two hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that two-hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made:

- (4) at a time that is later than 5pm; or
- (5) on a day that is not a business day,

in the place specified by the intended recipient as its postal address under clause 26.1(a), it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place.

- (b) **(Surviving provisions)** The covenants, conditions and provisions of this Agreement which are intended or capable of having effect after the expiration or termination of this Agreement (including provisions relating to warranties, indemnities, liability, licences, Intellectual Property Rights, confidentiality and privacy) remain in full force and effect following any expiration or termination of this Agreement.
- (c) **(Independent contractor)** Each party is acting in the capacity of independent contractor. This Agreement does not constitute any partnership, trust, agency, joint venture or employment relationship between the parties.
- (d) **(Entire agreement)** This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
- (e) **(Amendment)** No amendment or variation of this Agreement is valid or binding on a party unless made in writing and executed by both parties.
- (f) **(No waiver)** No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of



any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

Each signatory confirms that their signature appearing in this Agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

- (g) **(Severability of provisions)** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- (h) **(Further assurances)** Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.
- (i) **(Costs)** Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.
- (j) **(Governing law and jurisdiction)** This Agreement is governed by the law of Queensland. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Agreement.
- (k) **(Counterparts)** This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (l) **(Electronic Signing)** A party may (if required) sign this Agreement, and bind themselves accordingly, by electronically incorporating their signature:
 - (i) using a digital transaction management platform (such as DocuSign);
 - (ii) using a stylus or finger to sign a pdf on a laptop, tablet or other electronic device; or
 - (iii) pasting an image of their signature into the Agreement.

The parties agree that it is their mutual intention to print this Agreement after all parties signing electronically have done so and that print-out will constitute an original counterpart of this Agreement.



Great Barrier Reef Foundation – Consultancy Agreement

Signed for Great Barrier Reef Foundation

ABN 82 090 616 443 by its authorised representatives:

Authorised Representative Signature 1

Print Name

Position

Authorised Representative Signature 2

Print Name

Position

Signed for CONSULTANT ABN

XXXXXXXXXX by its authorised representatives:

Authorised Representative Signature 1

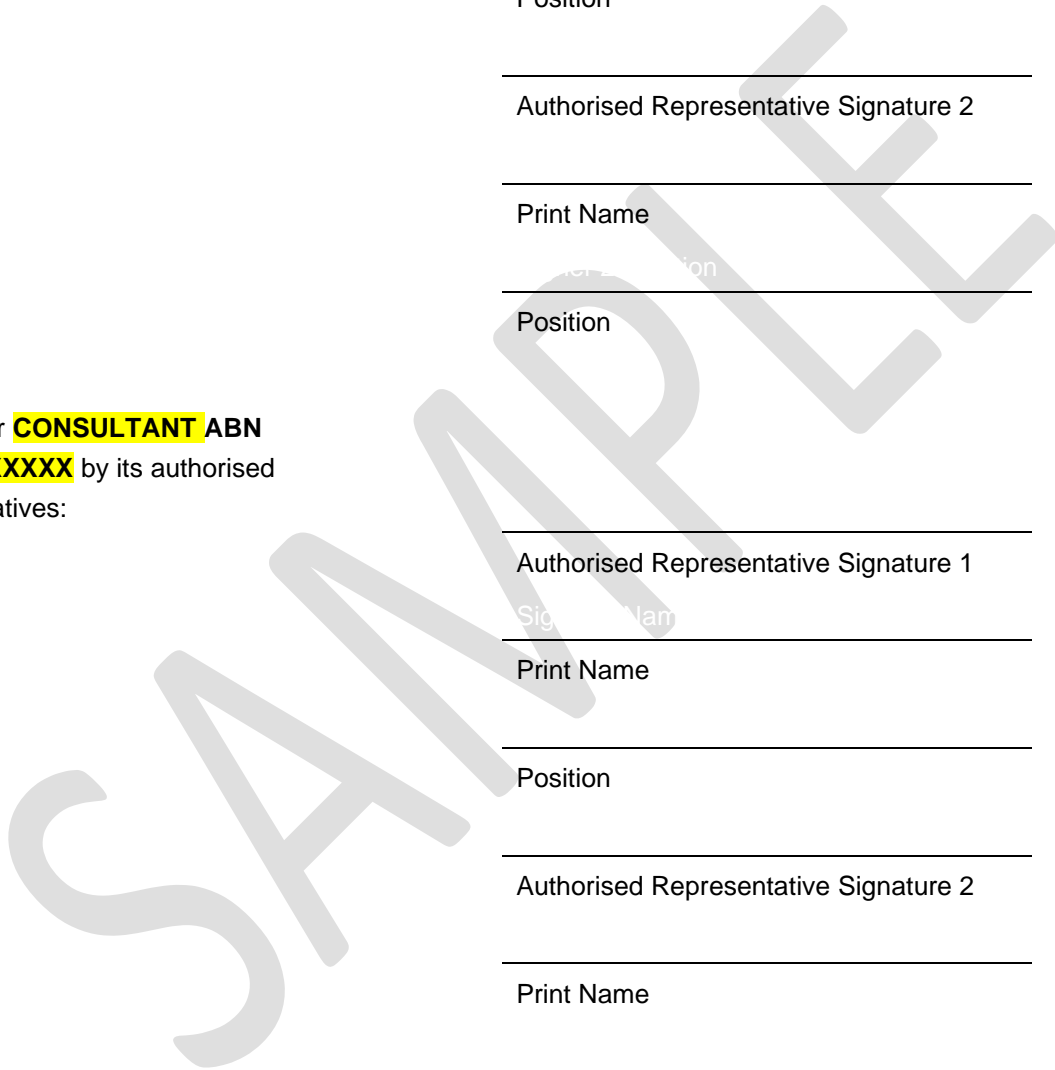
Print Name

Position

Authorised Representative Signature 2

Print Name

Position





Great Barrier Reef Foundation – Consultancy Agreement

Item 1 - Party Details

GBRF:

Party Name:	Great Barrier Reef Foundation
ABN:	82 090 616 443
Street Address:	Level 6, 88 Tribune Street, South Brisbane, QLD, 4101
Contact Name:	Theresa Fyffe
Contact Postal Address:	GPO Box 1362, Brisbane QLD 4000
Contact Telephone:	07 3252 7555
Contact Email (not to be used for giving notices under clause 19)	tfyffe@barrierreef.org
Notice Email (for giving notices under clause 19)	contracts@barrierreef.org

Consultant:

Party Name:	[*]
ABN:	[*]
Street Address:	[*]
Contact Name:	[*]
Contact Postal Address:	[*]
Contact Telephone:	[*]
Contact Email (not to be used for giving notices under clause 26)	[*]
Notice Email (for giving notices under clause 26)	[*]

Item 2 - Term

Commencement Date:	The date this Agreement is executed by GBRF.
Expiry Date	[Insert Completion Date]

Item 3 - Project

[Insert a short-form overview of the Project to be carried out by Recipient/Services to be provided, with a more detailed description set out in an annexure if relevant.]



Great Barrier Reef Foundation – Consultancy Agreement

Item 4 - Project Deliverables and Due Dates

DELIVERABLE	DELIVERABLE DESCRIPTION	DUE DATE
[Insert Deliverable Title]	[Insert description of Deliverable]	[Insert Deliverable Due Date]

Item 5 - Project Funds/Fees for Services

PAYMENT DATE	INSTALMENT / MILESTONE DESCRIPTION	DELIVERABLE / DUE DATE	AMOUNT (excl GST)
	[Initial payment]		
	[Progress payment]		
	[Final payment]		
	TOTAL		

Item 6 - Reporting

SUBMISSION DATE	REPORT TYPE	REPORT REQUIREMENTS
	[Progress report]	
	[Financial Report Financial Acquittal]	

Item 7 - Insurance

TYPE	MINIMUM VALUE INSURED	PERIOD TO BE HELD
Workers' Compensation	As required by law	During the Term
Public Liability	\$20,000,000	During the Term
Professional Indemnity	\$5,000,000	During the Term and for 7 years after the Completion Date

Item 8 - Co-Funding Contributions

EXPENSE ITEM	TOTAL CO-FUNDING CONTRIBUTIONS (\$AUD)
Salaries	\$0
Operating costs	\$0
Administration costs	\$0
Contractors	\$0
Other	\$0
TOTAL	\$0