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**COMMONWEALTH OF AUSTRALIA**

**DEPARTMENT OF DEFENCE**

**COMBINED REQUEST FOR QUOTATION / SHORT FORM CONSULTANCY AGREEMENT**

**PROJECT NAME AND NUMBER: *[INSERT]***

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| ***[COMMONWEALTH GUIDANCE NOTES - PLEASE REMOVE THIS BOX PRIOR TO RFQ ISSUE]***  ***TEMPLATE LAST AMENDED: MAY 2025***  This template is not to be used for contracts for consultancy services which are valued in excess of $4 million (inclusive of any GST) (above which additional policy / legislative requirements will apply, including in respect of the Shadow Economy Procurement Connected Policy and the Defence Policy for Industry Participation). It is not to be used where design or other construction related services are being provided.  Those matters in ***[SQUARE BRACKETS, BOLD, ITALICS AND HIGHLIGHTED IN GREY]*** are to be completed by the Commonwealth before the Request for Quotation is issued. |

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| **Guidance Notes:**  This document serves three purposes:   * it is a request for quotation (**RFQ**); * it is a quotation when completed by the consultant and lodged with the Commonwealth in accordance with the RFQ Conditions set out below (**Quotation**); and * it is a contract when one copy (subject to any changes it may require prior to acceptance) is signed by the Commonwealth and returned to the successful Consultant.   This document comprises:   * these Guidance Notes, the RFQ Conditions and Lodgement Checklist set out below, each of which will not form part of the contract (if any) between the Commonwealth and the Consultant; * the Contract Details. You should complete those matters in **[SQUARE BRACKETS, BOLD AND HIGHLIGHTED IN YELLOW]**; * the Contract Conditions; * the signature page and date, where you sign and have your Quotation witnessed and where (if accepted, and subject to any changes it may require prior to acceptance) the Commonwealth signs to accept the Quotation and inserts the date of execution, which will be the date of the Contract; * Attachment 1, which contains additional information to be completed and submitted as part of your Quotation; * Attachment 2, where your proposed pricing is to be completed and submitted as part of your Quotation; * Attachment 3, which contains the Brief; and * ***[COMMONWEALTH TO INSERT ANY OTHER DOCUMENTS COMPRISING THE RFQ/CONTRACT]***.   You should read this document and all attachments thoroughly prior to submitting your Quotation. |

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| **RFQ Conditions:**  By submitting a signed Quotation, you agree to the RFQ Conditions as set out below.   1. **Lodgement Requirements**   Your Quotation must be:   * 1. completed in accordance with the Lodgement Checklist below;   2. received by no later than ***[COMMONWEALTH TO INSERT TIME AND DATE, INCLUDING TIME ZONE]*** (**Closing Date and Time**); and   3. lodged with the Commonwealth as follows:      1. ***[COMMONWEALTH TO INSERT LODGEMENT REQUIREMENTS E.G. VIA AUSTENDER / EMAIL]***      2. ***[COMMONWEALTH TO INSERT FORMAT REQUIREMENTS E.G. TEXT SEARCHABLE ELECTRONIC PDF COPY]***  1. **Evaluation of** **Quotations**   The Commonwealth is not bound to accept the lowest or any Quotation. Quotations are evaluated on the general criterion of best value for money to the Commonwealth. Subject to the other RFQ Conditions, the Commonwealth will, in considering your Quotation and assessing value for money, apply the following evaluation criteria:   * 1. ***[COMMONWEALTH TO INSERT THE EVALUATION CRITERIA FOR THE REQUEST FOR QUOTATION AS DEFINED IN THE APPROVED EVALUATION PLAN. THIS MUST INCLUDE THE RELEVANT EVALUATION CRITERIA WEIGHTINGS AND/OR ANY RELEVANT IMPORTANCE RANKING THAT IS PLACED ON EACH EVALUATION CRITERIA. THIS IS A COMMONWEALTH PROCUREMENT RULE REQUIREMENT AND MUST BE COMPLETED. IN ADDITION, EVALUATION CRITERIA MUST ENSURE THAT APPLICABLE VALUE FOR MONEY REQUIREMENTS OF THE COMMONWEALTH PROCUREMENT RULES ARE ADDRESSED]***  1. **General Conditions Applicable to RFQ Process**    1. You must direct all questions or concerns related to this document, the RFQ process and the Short Form Consultancy Agreement to the Commonwealth via email to ***[INSERT EMAIL ADDRESS]***no later than the Closing Date and Time. The Commonwealth is not obliged to respond to such questions or concerns. The Commonwealth may (in its absolute discretion) provide information or answer questions from consultants in the form of an "information document" or an addendum issued in accordance with subparagraph d.    2. The Commonwealth may (in its absolute discretion) vary, suspend, discontinue or terminate the RFQ process at any time and for any reason. There are no procedural or substantive limitations upon the manner in which the Commonwealth may conduct the RFQ process.    3. You should note that it is a requirement of the Commonwealth Procurement Rules that the Commonwealth must not enter into a contract with a tenderer who has a judicial decision against it (not including a decision under appeal) relating to employee entitlements and who has not satisfied any resulting order (e.g. where the entitlement remains unpaid). A judicial decision is one made by any court, tribunal or other body with authority to make a decision or determination which is binding on you.   At the date the Contract is awarded, you must not have any judicial decision against you (not including a decision under appeal) relating to employee entitlements where the resulting order remains unsatisfied.  At any time before the date the Contract is awarded, the Commonwealth may (in its absolute discretion) notify you that the Commonwealth requires you to provide to the Commonwealth by email by the time and date specified in the notice a declaration in a form approved by the Commonwealth:   * + 1. confirming that you have not had any judicial decision against you (not including a decision under appeal) relating to employee entitlements where the resulting order remains unsatisfied; and     2. providing details of any matter in respect of which you are a party which is before any court, tribunal or authority referred to under subparagraph c and which relates to any employee related entitlement (whether on appeal or otherwise).   1. At any time prior to the Closing Date and Time, the Commonwealth may (in its absolute discretion):      1. amend the RFQ in the form of addenda. No explanation or interpretation of the RFQ may be relied upon unless issued as an addendum; and      2. provide you with a document expressly stated to be an "information document". Information documents will not form part of the Contract (if any) and you will not be entitled to and must not rely upon any information documents or the accuracy or adequacy of the information documents for the purposes of preparing your Quotation or entering into any contract with the Commonwealth.   2. After the Closing Date and Time, the Commonwealth may (in its absolute discretion):      1. decide not to evaluate (or continue to evaluate) a Quotation if you have not complied with these RFQ Conditions, or if the Commonwealth considers that the Quotation is incomplete, clearly not competitive against the evaluation criteria under paragraph 2 above or is otherwise unlikely to represent value for money;      2. require you to provide further information, documents, evidence or clarification in relation to any aspect of the Quotation; and      3. undertake negotiations with one or more preferred consultants who have submitted a Quotation, in accordance with such negotiation protocols as the Commonwealth may require, including the resubmission of an amended Quotation to reflect the outcome of any such negotiations. Such negotiations are not to be taken as a representation that the Contract will be awarded to that consultant and does not bind the Commonwealth to do so; and   3. After the Closing Date and Time, the Commonwealth will:      1. notify you in writing if your Quotation was unsuccessful; and      2. on written request by you, provide you with a debrief.   4. A Quotation will not be deemed to be accepted unless and until both the successful Consultant and the Commonwealth have signed a Quotation on the page titled “Signature Page and Date”. No other document issued or made available and no other representation made or conduct engaged in, by or on behalf of the Commonwealth will be deemed to be acceptance of a Quotation or to create any contractual or other legal relationship which is binding on the Commonwealth or otherwise oblige the Commonwealth to enter into a contract with a consultant. |

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| **Lodgement Checklist:**  🞏 Have you carefully reviewed the Guidance Notes, RFQ Conditions, Contract Details and Contract Conditions?  🞏 Have you completed all matters in **[SQUARE BRACKETS, BOLD AND HIGHLIGHTED IN YELLOW]**?  🞏 Have you completed Attachment 1?  🞏 Have you completed Attachment 2?  🞏 Have you signed (but not dated) the Quotation on the page titled “Signature Page and Date”? |

**CONTRACT DETAILS**

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| **Project** | ***[COMMONWEALTH TO INSERT]*** | |
| **Commonwealth Details** | Name | Commonwealth of Australia represented by the Department of Defence |
| Address | ***[COMMONWEALTH TO INSERT]*** |
| Phone | ***[COMMONWEALTH TO INSERT]*** |
| Email | ***[COMMONWEALTH TO INSERT]*** |
| Name of representative  The Commonwealth’s representative will give directions and carry out all of the other functions of the Commonwealth under the Contract as the agent of the Commonwealth.  The name and contact details of the Commonwealth’s representative may be changed from time to time by written notice to the Consultant. | ***[COMMONWEALTH TO INSERT]*** |
| **Consultant Details** | Name | **[INSERT]** |
| ABN / ACN | **[INSERT]** |
| Address | **[INSERT]** |
| Phone | **[INSERT]** |
| Email | **[INSERT]** |
| Name of representative | **[INSERT]** |
| Builders Registration Licence No (if applicable) | **[INSERT]** |
| The Consultant’s:  (a) country of tax residency; and  (b) ultimate parent entity's country of tax residency,  noting that if the tendering entity or its ultimate parent entity has multiple tax residencies, the Consultant should disclose each country in which that entity is a tax resident. | **[INSERT]** |
| The name and contact details of the Consultant’s representative may be changed from time to time by written notice to the Commonwealth. | |
| **Contract**  (Clause 1) | The Contract in respect of the Services is formed by:   1. the Contract Conditions; 2. these Contract Details; 3. Attachment 2 - Fee; 4. Attachment 3 - Brief; and 5. ***[COMMONWEALTH TO INSERT ANY OTHER DOCUMENTS TO FORM PART OF THE CONTRACT. IF THERE ARE NO OTHER DOCUMENTS INSERT “None Stated”]*** | |
| **Services** | The services described in, or reasonably to be inferred from, the Brief. | |
| **Site**  (Clause 2) | Clause 2 ***[DOES/DOES NOT]*** apply. (Clause 2 applies unless otherwise stated)  ***[COMMONWEALTH TO INSERT SITE (IF ANY)]***  ***[COMMONWEALTH TO INSERT ANY SITE ACCESS REQUIREMENTS]*** | |
| **Timing for Services**  (Clause 3(a)) | The Services commence on and from the date the Contract is signed by both parties and end on ***[COMMONWEALTH TO INSERT DATE OR INSERT "completion of the Services in accordance with Contract" IF NO END DATE IS TO BE SPECIFIED]*** unless terminated earlier in accordance with the Contract.  The Consultant must use its best endeavours to perform the Services in accordance with any timeframe set out in the Contract and otherwise regularly and diligently progress the performance of the Services, including the submission of any Consultant Material.  ***[COMMONWEALTH TO INSERT ADDITIONAL DETAIL, IF REQUIRED, REGARDING TIMING FOR THE SERVICES, DEPENDING ON THE NATURE AND FREQUENCY OF THE SERVICES AND WHETHER THESE ARE REOCCURRING]*** | |
| **Consultant Material**  (Clause 8) | All material produced or provided by the Consultant in connection with the Services and the Contract. | |
| **Statutory Requirements** | Any:   1. law applicable to the Site or the Services, and any approval or requirement of a national, state or local authority, body or organisation having jurisdiction in connection with the Contract, the Site or the Services; and 2. policies, guidelines or other requirements of the Commonwealth (including in respect of work health and safety) notified in writing to the Consultant. | |
| **Fee**  (Clause 16) | ***[COMMONWEALTH TO DELETE WHICHEVER OPTION IS NOT APPLICABLE]***  The Fee comprises the lump sum fee set out in Attachment 2 – Fee which is not, unless elsewhere stated, subject to rise and fall in costs.  ***[OR]***  The Fee comprises the amount calculated in accordance with the schedule of rates in Attachment 2 – Fee, which is not, unless elsewhere stated, subject to rise and fall in costs.  Unless otherwise stated in Attachment 2 – Fee, the Fee is deemed to include all disbursements incurred by the Consultant in connection with the performance of the Services. | |
| **Times for submission of payment claims by the Consultant**  (Clause 16) | ***[COMMONWEALTH TO INSERT E.G. MONTHLY ON THE LAST DAY OF THE MONTH / ON COMPLETION OF THE SERVICES]*** | |
| **Consultant Insurance Requirements**  (Clause 18)  ***[COMMONWEALTH TO CONSIDER AND INCLUDE INSURANCES AS RELEVANT TO THE SERVICES]*** | Professional Indemnity Insurance: A policy of insurance to cover claims made against the insured for civil liability for breach of professional duty (whether owed in contract or otherwise) and unintentional breaches of third party intellectual property by the Consultant or its subconsultants in carrying out the Services under the Contract. | **❑ YES ❑ NO**  ***Amount of Cover:* $[CONSULTANT TO INSERT] per claim and $[CONSULTANT TO INSERT] in the aggregate** |
| Public Liability Insurance: A policy of liability insurance covering the:   1. Consultant and all subconsultants for their respective liabilities; and 2. Commonwealth for all legal liabilities arising out of or in connection with any act, error, omission, negligence or breach of contract by the Consultant (or any subconsultant),   to third parties and to each other, for loss of, loss of use of or damage to property and death of or injury to any person, arising out of or in connection with the Services. This policy is not required to cover liabilities or losses under Professional Indemnity Insurance (as defined above) or Workers Compensation Insurance or Employers’ Liability Insurance (as defined below) | **❑ YES ❑ NO**  ***[IF THE COMMONWEALTH WISHES TO SPECIFY THE AMOUNT OF INSURANCE THE CONSULTANT IS REQUIRED TO HOLD, INSERT:***  ***$[COMMONWEALTH TO INSERT AMOUNT] each and every public liability occurrence.]***  ***[IF THE COMMONWEALTH REQUIRES THE CONSULTANT TO SPECIFY THE AMOUNT OF INSURANCE HELD BY THE CONSULTANT, INSERT:***  **$[CONSULTANT TO INSERT]** ***[each and every public liability occurrence.]*** |
| Workers Compensation Insurance: A policy of insurance prescribed by statute in each State and Territory in which the Services are performed or the Consultant's employees perform work, are employed or normally reside to insure against or make provision for the liability of the Consultant to its employees for death or injuries arising out of or in connection with their employment | **❑ YES ❑ NO**  Amount of cover: the minimum amounts prescribed by statute in each State and Territory in which the Services are performed or the Consultant's employees perform work, are employed or normally reside. |
| Employers' Liability Insurance (whether as an extension to Workers Compensation Insurance or otherwise): If the Services are performed or the Consultant’s employees perform services, are employed or normally reside in any jurisdiction outside Australia, a policy of insurance covering the liability of the Consultant to its employees at common law for death or injuries arising out of or in connection with their employment | **❑ YES ❑ NO**  Amount of cover: the amount that a prudent, competent and experienced consultant carrying out the Services would purchase which must not be less than $**[CONSULTANT TO INSERT]**. |
| ***[COMMONWEALTH TO INSERT OTHER INSURANCE POLICIES AS APPLICABLE]*** | ***[INSERT]*** |
| **Maximum aggregate liability of the Consultant to the Commonwealth**  (Clause 19) | $***[COMMONWEALTH TO INSERT]*** | |
| **DISP membership levels**  (Clause 31) | DISP Membership ***[COMMONWEALTH TO SELECT: IS/IS NOT]*** required.  Where DISP Membership is required:  ***[COMMONWEALTH TO REFER TO CONTROL 16.1 OF THE DSPF FOR GUIDANCE AS TO WHEN DISP MEMBERSHIP SHOULD BE REQUIRED AND THE RELEVANT LEVELS FOR EACH DOMAIN]*** | |
| **DISP Membership / Security Domain** | **Level** |
| Governance | ***[COMMONWEALTH TO INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED) NOTING THAT, IN ACCORDANCE WITH CONTROL 16.1 OF THE DSPF, THIS MUST EQUAL THE HIGHEST LEVEL REQUIRED FOR THE OTHER THREE DOMAINS BELOW. INSERT "NOT APPLICABLE" IN THIS AND THE BELOW ROWS IF DISP MEMBERSHIP IS NOT REQUIRED]*** |
| Personnel Security | ***[COMMONWEALTH TO INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED)]*** |
| Physical Security | ***[COMMONWEALTH TO INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED)]*** |
| Information / Cyber Security | ***[COMMONWEALTH TO INSERT LEVEL AND SPECIFIC DETAILS (AS REQUIRED)]*** |

CONTRACT CONDITIONS

1. **Contract:** Once both the Commonwealth and the Consultant have signed the page titled “Signature Page and Date”, a contract exists between the Commonwealth and the Consultant comprising the documents set out in the Contract Details. Unless the context otherwise indicates, a capitalised term used in these Contract Conditions has the meaning given by the corresponding item set out in the Contract Details and a reference to a clause in the Contract Details is a reference to a clause in these Contract Conditions.
2. **Site Access:** If the Contract Details state that this clause 2 applies:
   * 1. subject to any other provision of the Contract affecting access, the Commonwealth must use reasonable endeavours to give the Consultant sufficient access to the Site (if required) to allow it to perform the Services;
     2. the Consultant must, and must ensure all personnel engaged in Services (including subconsultant personnel), comply with the requirements for Site access applicable to the Site (including in respect of work health and safety) set out in the Contract or notified in writing by the Commonwealth; and
     3. the Commonwealth may (in its absolute discretion) direct the Consultant to remove any of its employees or subconsultants from the Site. The Consultant must immediately comply with such direction and ensure that person is not again involved in connection with the Services.
3. **Services:** The Consultant must perform the Services:
   * 1. at the Site (if required) and in accordance with the timing details specified in the Contract Details;
     2. using appropriately qualified, skilled and experienced personnel who, if required under any Statutory Requirement to be licensed or registered with an industry or governmental body, are so licensed or registered;
     3. utilising those people specified in Attachment 1 or equivalent replacement persons approved by the Commonwealth;
     4. with the degree of skill, care and diligence which would be expected of a professional provider of the Services;
     5. in accordance with any direction of the Commonwealth and the other requirements of the Contract; and
     6. without limiting its other Contract obligations, and to the extent not inconsistent with the Contract,in accordance with its methodology as set out in Attachment 1.
4. **Subcontracting:** The Consultant must not subcontract any part of the Services without the Commonwealth's prior written approval. If approval to subcontract is given, the Consultant remains fully responsible for the Services notwithstanding that it has subcontracted the performance of any part of the Services. The Consultant must ensure all subcontracts include provisions equivalent to the obligations of the Consultant in clause 12. For the purposes of this clause 4, the subconsultants (if any) listed in Attachment 1 are taken to be approved by the Commonwealth.
5. **Conflict of Interest:** The Consultant warrants that:
   * 1. at the date of the Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract; and
     2. to the extent a conflict of interest arises it will immediately disclose it to the Commonwealth and take such steps as the Commonwealth requires to mitigate, resolve or otherwise manage such conflict of interest.
6. **Ambiguities:** If a party finds any discrepancy, error or ambiguity in or between the documents comprising the Contract, it must promptly give the other party notice in writing, and the Commonwealth will instruct the Consultant as to the course it must adopt.
7. **Meetings and Reports:** The Consultant must provide such reports, and attend and participate in such meetings, as specified in the Contract and otherwise as reasonably required by the Commonwealth.
8. **Consultant Material:** The Consultant must:
   * 1. ensure that the Consultant Material complies with the requirements of the Contract;
     2. use its best endeavours to ensure that the Consultant Material is fit for the purposes set out in, or reasonably to be inferred from, the Brief; and
     3. maintain copies of all Consultant Material until 12 months after the completion of all Services, and promptly provide the Commonwealth with any copies on request.
9. **Intellectual Property:** 
   * 1. The Consultant grants to the Commonwealth a perpetual, royalty-free, irrevocable, non-exclusive, worldwide licence to exercise all rights of any owner of intellectual property rights in the Consultant Material, including to use, reproduce, modify and adapt any of the Consultant Material, including use in any way for any other Commonwealth project.
     2. The Consultant indemnifies the Commonwealth in respect of all claims against, and costs, losses, damages or liabilities suffered or incurred by, the Commonwealth arising out of or in connection with any actual or alleged infringement of any intellectual property right, Moral Rights or other protected right.
10. **Moral Rights:**
    * 1. The Consultant must:
         1. to the extent permitted by law and for the benefit of the Commonwealth, ensure that each of the Consultant and subconsultant personnel engaged by the Consultant in the production or creation of the Consultant Material gives genuine consent in writing to the use of such Consultant Material for the Specified Acts, notwithstanding that such use would otherwise be an infringement of their Moral Rights; and
         2. provide copies of such consents to the Commonwealth on request at such times as the Commonwealth may require.
      2. In this Contract:
         1. **Moral Rights** means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, as defined in the *Copyright Act 1968* (Cth); and
         2. **Specified Acts** means:
            1. falsely attributing the authorship of any Consultant Material, or any content in such Consultant Material (including literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));
            2. materially altering the style, format, colours, content or layout of any Consultant Material and dealing in any way with the altered Consultant Material;
            3. reproducing, communicating, adapting, publishing or exhibiting any Consultant Material; and
            4. adding any additional content or information to Consultant Material.
11. **Statutory Requirements:** The Consultant must perform the Services and carry out its obligations under this Contract in accordance with all Statutory Requirements.
12. **Work Health and Safety:** 
    * 1. The Consultant must:
         1. ensure that in carrying out the Services, so far as is reasonably practicable, it complies with:
            1. all laws and requirements of the Contract in respect of work health and safety, including the applicable WHS Legislation;
            2. the duty under the WHS Legislation to notify the relevant regulator immediately upon becoming aware that a notifiable incident (within the meaning of the WHS Legislation) has occurred arising out of its business or undertaking; and
            3. the duty under the WHS Legislation, where a notifiable incident has occurred, to ensure, so far as is reasonably practicable, that the site where the notifiable incident has occurred is not disturbed;
         2. consult, co-operate and co-ordinate activities with all other persons who have a work health and safety duty in relation to the same matter; and
         3. notify the Commonwealth in respect of any other work health and safety matters arising out of or in connection with the Services, including the occurrence of any other incident or accident (not required to be reported in accordance with subsubparagraph B) in a written report as and when requested by the Commonwealth.
      2. In this clause 12, **WHS Legislation** means any of the following:
         1. the *Work Health and Safety Act 2011* (Cth) and *Work Health and Safety Regulations 2011* (Cth); and
         2. any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth).
13. **Variations:** The Commonwealth may, by written notice to the Consultant, direct the Consultant to carry out a Variation (being any change to the Services including any addition, increase, decrease, omission, deletion or removal to or from the Services). If such a direction is given, the Commonwealth will adjust the Fee by a reasonable amount agreed between the parties (or failing agreement, by the Commonwealth acting reasonably).
14. **Non-complying Services:** If the Consultant fails to provide the Services in accordance with the Contract, the Consultant must, at its cost, re-perform the non-complying Services, provide replacement Services or otherwise take any action to rectify any aspect of the Services which do not comply with the Contract, as directed by the Commonwealth.
15. **Suspension:** The Commonwealth may at any time direct the Consultant to suspend (or recommence) the performance of the whole or part of the Services. Where the suspension arises as a result of a cause other than the Consultant's failure to carry out its obligations in accordance with the Contract, then the Consultant will be entitled to have the Fee increased by the extra costs reasonably incurred by the Consultant as a direct result of the suspension.
16. **Payment:**
    * 1. The Consultant must give the Commonwealth written claims for payment (to the person and address specified in the Contract Details) on account of the Fee (as adjusted, if at all, under the Contract) at the times set out in the Contract Details in the form of an invoice. Such invoice must include sufficient details and supporting documentation (including any information the Commonwealth may request be included from time to time) to enable the Commonwealth to determine the amounts payable.
      2. Within 20 business days of receiving the Consultant's invoice, the Commonwealth will pay the amounts to the Consultant that the Commonwealth determines are payable in accordance with the Contract.
      3. The Commonwealth may deduct from moneys otherwise due to the Consultant any debt or other moneys due from the Consultant to the Commonwealth.
17. **Indemnity:** The Consultant indemnifies the Commonwealth against any loss or damage to the property of the Commonwealth and against any liability, loss, claim or proceedings for personal injury or death or loss of or damage to property arising out of any act or omission of the Consultant, provided that such indemnity will be reduced to the extent that an act or omission of the Commonwealth (or persons for whom the Commonwealth is responsible) contributed to the loss or damage.
18. **Insurance**: Before commencing the Services the Consultant must have in place, and thereafter maintain, the insurances required under the Contract Details, with insurers and on terms (including as to the amount insured) satisfactory to the Commonwealth.
19. **Limitation on Liability:** 
    * 1. Subject to paragraph (b), to the extent permitted by law, the maximum aggregate liability of the Consultant to the Commonwealth arising out of or in connection with the Contract (whether arising in contract, in equity, tort (including negligence), by way of indemnity, under statute or otherwise at law) limited to the amount specified in the Contract Details.
      2. Paragraph (a) does not apply to a liability of the Consultant:
         1. for any deliberate breach or repudiation of the Contract;
         2. under the indemnity in clause 17;
         3. for fraud;
         4. to the extent that:
            1. payments are received by the Consultant; or
            2. the Consultant is entitled to be indemnified (other than in circumstances where the relevant insurer is insolvent),

under any insurance policy or policies required to be effected and maintained under the Contract in relation to that liability or payments would have been received by the Consultant or the Consultant would have been entitled to be indemnified under such insurance policy or policies but for:

* + - * 1. the failure of the Consultant to effect and maintain the required insurance policy or insurance policies;
        2. any failure of an insurance policy to respond due to the misconduct of the Consultant (including a misrepresentation to the insurer or failure to make proper disclosure or to comply with the requirements of the policy);
        3. the failure by the Consultant to diligently pursue any claim for indemnity under any insurance policy or insurance policies; or
        4. the reliance by the insurer of the required insurance on this clause 19 to deny liability on the basis that the party has no liability to the Commonwealth; or
      1. for fines or penalties incurred by the Commonwealth arising from the Services.

1. **Proportionate Liability Legislation:** The operation of any proportionate liability legislation which might otherwise apply is hereby excluded in relation to all rights, obligations and liabilities of the parties under or in connection with the Contract and the performance of the Services.
2. **GST and Taxes:**
   * 1. Subject to paragraph (b), where any supply occurs under or in connection with the Contract or the Services for which GST is not otherwise provided, the party making the supply (**Supplier**) may increase the amount payable for the supply by the amount of any applicable GST.
     2. Where an amount is payable to the Supplier under or in connection with the Contract or the Services which is based on the actual or reasonable costs incurred by the Supplier, the amount payable for the supply is to be reduced by the amount of any input tax credits available to the Supplier (or a representative member on the Supplier's behalf) in respect of such costs before being increased for any applicable GST under paragraph (a).
     3. As a condition precedent to any amount on account of GST being due from the recipient to the Supplier in respect of a taxable supply, the Supplier is to provide a tax invoice to the recipient in respect of that supply.
     4. If the amount paid to the Supplier in respect of the GST (whether because of an adjustment or otherwise):
        1. is more than the GST on the supply, then the Supplier must refund the excess to the recipient; or
        2. is less than the GST on the supply, then the recipient must pay the deficiency to the Supplier.
     5. As between the Commonwealth and the Consultant, the Consultant bears the risk of, and must pay, all Taxes (except to the extent of the GST under this clause 21) incurred or imposed in connection with the Services or the Contract.
     6. In this clause 21:
        1. **GST** means the tax payable on Taxable Supplies under the GST Legislation;
        2. **GST Legislation** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax;
        3. **Tax or Taxes** means any present or future tax, levy, impost, duty, rate, charge, fee, deduction or withholding of any nature, imposed or levied by any authority, together with any interest, penalty, charge, fee or other amount imposed or made on, or in respect of, any of the foregoing; and
        4. terms defined in the GST Legislation have the meaning given to them in the GST Legislation.
3. **Industrial Relations:** The Consultant assumes sole responsibility for and must manage all industrial relations and employment matters (including management of its employees) in connection with the performance of the Services and the Contract.
4. **Personal Information:** 
   * 1. The Consultant agrees that if it obtains Personal Information in the course of performing the Services, it will only use or disclose that Personal Information for the purposes of the Contract subject to any applicable exceptions in the Privacy Act. The Consultant must comply with its obligations under the Privacy Act and must not do any act or engaged in any practice which, if done or engage by the Commonwealth, would be a breach of the Australian Privacy Principles.
     2. The Consultant must promptly notify the Commonwealth in writing if it becomes aware of a breach or possible breach of any of the obligations in this clause 23 or becomes aware that a disclosure of Personal Information may be required by law.
     3. The Consultant must ensure that its officers, employees, agents and subconsultants comply with this clause 23.
     4. In this clause 23:
        1. **Australian Privacy Principles** has the same meaning as in the Privacy Act;
        2. **Personal Information** has the same meaning as in the Privacy Act; and
        3. **Privacy Act** means the *Privacy Act 1988* (Cth).
5. **Confidential Information:**
   * 1. The Consultant must not, and must ensure that any subconsultants engaged by the Consultant do not, disclose any Commonwealth Confidential Information to any third party without the prior written consent of the Commonwealth. The Consultant will not be in breach of this clause 24 in circumstances where it or its subconsultants are required by law to disclose any Commonwealth Confidential Information.
     2. In this clause 24, **Commonwealth Confidential Information** means any information provided by the Commonwealth to the Consultant or which comes into the possession of the Consultant in connection with the Services which the Commonwealth has identified as confidential or the Consultant ought reasonably to know is confidential.
6. **Sensitive and Classified Information:**
   * 1. This clause 25 applies where the Consultant is provided with Sensitive and Classified Information in connection with the Contract.
     2. The Consultant must not disclose any Sensitive or Classified Information unless the disclosure:
        1. is strictly in accordance with the requirements of the Commonwealth; and
        2. has first been approved in writing by the Commonwealth.
     3. In giving any approval to the Consultant under paragraph (b), the Commonwealth may impose such conditions as the Commonwealth thinks fit, including conditions requiring any recipient of Sensitive and Classified Information to obtain and maintain a specified minimum level of security clearance (or equivalent) and to enter into a deed in a form acceptable to the Commonwealth.
     4. The Consultant must comply with all security policies and procedures notified by the Commonwealth from time to time, including to handle and store any Sensitive and Classified Information in its possession or control strictly in accordance with such policies and procedures.
     5. In this clause 25, **Sensitive and Classified Information** includes any document or other information (whether in written, oral or electronic form) issued or communicated to the Consultant by or on behalf of the Commonwealth:
        1. marked as “sensitive information”, “for official use only” or “OFFICIAL: Sensitive” or identified at the time of issue or communication as “Sensitive Information”;
        2. marked with a national security classification or identified at the time of issue or communication as "Classified Information" or an equivalent (including restricted, protected or secret information); or
        3. that the Consultant knows or ought to know is subject to, or ought to be treated as sensitive or classified information.
7. **Fraud and Corruption Control:** 
   * 1. Without limiting the Consultant’s other obligations, the Consultant must proactively:
        1. take all necessary measures to prevent, detect and investigate any known or suspected fraud or corruption which is occurring or has occurred in connection with the Contract or the performance of the Services (including all measures directed by the Commonwealth);
        2. take all necessary corrective action to mitigate any loss or damage to the Commonwealth resulting from known or suspected fraud or corruption to the extent that the fraud or corruption was caused or contributed to by the Consultant or any of its officers, employees, consultants, subconsultants or agents and put the Commonwealth in the position it would have been in if the fraud or corruption had not occurred (including all corrective action directed by the Commonwealth); and
        3. take all reasonable steps to ensure that any of its officers, employees, subconsultants or agents that report any known or suspected fraud or corruption which is occurring or has occurred in connection with the Contract or Services are protected from reprisals.
     2. If the Consultant knows or suspects that any fraud or corruption is occurring or has occurred it must:
        1. immediately provide a detailed written notice to the Commonwealth including details of the known or suspected fraud or corruption and the proactive measures and corrective action the Consultant will take under paragraph (a); and
        2. thereafter provide all assistance reasonably required in respect of any investigation undertaken by the Commonwealth or any person authorised by the Commonwealth in respect of the known or suspected fraud or corruption.
8. **Modern Slavery:** The Consultant must comply, and must use all reasonable endeavours to ensure that its officers, employees, subconsultants and agents at all times comply with all Statutory Requirements related to modern slavery and must not engage in any conduct that would constitute modern slavery.
9. **Workplace Gender Equality:** The Consultant must comply with its obligations (if any) under the *Workplace Gender Equality Act 2012* (Cth) and must not enter into a subcontract made in connection with this Contract with a subconsultant named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
10. **Indigenous Procurement Policy:** The Consultant must use its reasonable endeavours to increase its purchasing from businesses with 50% or more Indigenous ownership and employment of Indigenous Australians in accordance with the Commonwealth’s Indigenous Procurement Policy available at www.niaa.gov.au/resource-centre/indigenous-affairs/commonwealth-indigenous-procurement-policy, as amended from time to time.
11. **Child Safety:** Where the Consultant employs or engages any person (whether as an officer, employee, agent, subconsultant, or volunteer) in connection with this Contract or the Services who may be required to interact with children, in connection with such employment or engagement, the Consultant must comply with all relevant Statutory Requirements in relation to such employment or engagement, including mandatory reporting and working with children checks however described. The Consultant must ensure all subcontracts include provisions equivalent to the obligations of the Consultant in this clause 30.
12. **Defence Industry Security Program:** Without limiting clause 25 or any other provision of the Contract, the Consultant must at its cost obtain and thereafter maintain for the term of the Contract, Defence Industry Security Program (more particularly described at http://www.defence.gov.au/dsvs/industry) membership at the level specified in the Contract Details in accordance with Control 16.1 of the Defence Security Principles Framework dated 19 July 2024 (as amended from time to time).
13. **Significant Events:**

*Notification of Significant Event*

* + 1. The Consultant must issue a notice to the Commonwealth as soon as reasonably practicable after becoming aware of a Significant Event.
    2. The notice issued under paragraph (a) must provide, to the extent the information is known by or reasonably available to the Consultant at the time of giving the notice:
       1. a summary of the Significant Event, including the date or dates on which it occurred and the date on which the Consultant became aware of it; and
       2. information as to whether any of the Consultant's personnel engaged in connection with the Contract, or any officers or employees of any subconsultants, were involved.
    3. Where reasonably requested by the Commonwealth, the Consultant must, within 3 business days of the request (or longer period agreed in writing by the Commonwealth), provide the Commonwealth with any additional information regarding a Significant Event, to the extent that information is known by or reasonably available to the Consultant.

*Significant Event Plan*

* + 1. If requested by the Commonwealth, the Consultant must prepare a draft Significant Event plan and submit that draft plan to the Commonwealth within 10 business days of the request (or longer period agreed in writing by the Commonwealth).
    2. A draft Significant Event plan prepared by the Consultant under paragraph (d) must include the following information:
       1. how the Consultant will address the Significant Event in the context of the Services to minimise the impact of the Significant Event on the carrying out of the Services or compliance by the Consultant with its obligations under the Contract;
       2. how the Consultant will seek to ensure that any events of a similar nature to the Significant Event do not occur again; and
       3. any other information reasonably requested by the Commonwealth.
    3. The Commonwealth will review the draft Significant Event plan and either approve it, or provide the Consultant with the details of any changes that are required. The Consultant must make any changes reasonably requested by the Commonwealth and resubmit the draft plan to the Commonwealth within 5 business days of the Commonwealth’s request (or longer period agreed in writing by the Commonwealth). This paragraph (f) will apply to any resubmitted draft Significant Event plan.
    4. Without limiting its other obligations under the Contract, the Consultant must:
       1. comply with each Significant Event plan as approved by the Commonwealth; and
       2. provide such reports and other information about the Consultant's progress in implementing a Significant Event plan as may be reasonably requested by the Commonwealth.

*Commonwealth Rights Upon Occurrence of Significant Event*

* + 1. A failure by the Consultant to comply with its obligations under this clause 32 will be a material breach of the Contract and the Commonwealth may terminate under clause 35(b) of the Contract.
    2. The Commonwealth’s rights under this clause 32 are in addition to and do not otherwise limit any other rights the Commonwealth may have under the Contract or at law or in equity. The performance by the Consultant of its obligations under this clause 32 will be at no additional cost to the Commonwealth.
    3. The Commonwealth may, in addition to any of its other rights or remedies under the Contract, take into account the occurrence of a Significant Event at any time, including when:
       1. deciding whether to consent to the subcontracting of any Services (including under clause 4);
       2. conducting performance reviews, providing a direction to remove a person from the carrying out of the Services, or exercising any rights of the Commonwealth in relation to access, audit, or the treatment of documentation under or in connection with the Contract; and
       3. deciding whether to exercise any rights in relation to termination or a reduction of the scope of the Services under or in connection with the Contract.

*Consultant's Compliance*

* + 1. Nothing in this clause 32 requires the Consultant to act in any manner or disclose any information which would:
       1. breach an obligation of confidentiality that existed prior to the date the Significant Event occurred, that is owed to an unrelated third party;
       2. cause the Consultant to breach any law or regulation or contractual obligation regarding privacy or security (in Australia or outside of Australia);
       3. have the effect of waiving legal professional privilege (or any equivalent privilege in Australia or outside of Australia) in relation to the information; or
       4. breach the rules of a stock exchange or any similar body on which the Consultant, or any related body corporate of the Consultant, is listed, which require the information to be first disclosed to the stock exchange or body. In this case, the Consultant must disclose the information promptly after disclosure is made to the stock exchange or body.
    2. Notwithstanding any restriction that may apply in respect of specific information, such as described in paragraph (k), the Consultant must use reasonable endeavours to make any disclosures and take reasonable steps to ensure that the overarching intent of this clause 32 is achieved.

*Interpretation*

* + 1. For the purposes of this clause 32, **Significant Event** means:
       1. any adverse findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Consultant or its subconsultants (or any officers, employees or agents of any of them) that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or
       2. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Consultant or its subconsultants (or any officers, employees or agents of any of them) that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth’s reputation.

1. **Compliance with the Commonwealth Supplier Code of Conduct:**
   * 1. The Consultant must comply with, and ensure that its officers, employees, agents and subconsultants comply with, the Code in connection with the performance of the Contract.
     2. The Consultant must:
        1. periodically monitor and assess its, and its officers’, employees’, and agents’ compliance with the Code; and
        2. on request from the Commonwealth, promptly provide information regarding:
           1. the policies, frameworks, or systems it has established to monitor and assess compliance with the Code; and
           2. the Consultant's compliance with paragraph (a).
     3. The Consultant must immediately notify the Commonwealth in writing upon becoming aware of any breach of paragraph (a). The notice must include a summary of the breach, the date that the breach occurred and details of the personnel involved.
     4. Where the Commonwealth identifies a possible breach of paragraph (a), it may notify the Consultant in writing, and the Consultant must, within three days of receiving the notice, either:
        1. where the Consultant considers a breach has not occurred - advise the Commonwealth that there has not been a breach and provide information supporting that determination; or
        2. where the Consultant considers that a breach has occurred - notify the Commonwealth under paragraph (c) and otherwise comply with its obligations under this clause 33.
     5. Notwithstanding paragraph (d), the Commonwealth may notify the Consultant in writing that it considers that the Consultant has breached paragraph (a), in which case the Consultant must notify the Commonwealth in writing under paragraph (c) and otherwise comply with its obligations under this clause 33.
     6. A failure by the Consultant to comply with its obligations under any part of this clause will be a breach of the Contract.
     7. Nothing in this clause or the Code limits, reduces or derogates from the Consultant's other obligations under the Contract. The Commonwealth's rights under this clause are in addition to and do not otherwise limit any other rights the Commonwealth may have under the Contract. The performance by the Consultant of its obligations under this clause will be at no additional cost to the Commonwealth.
     8. The Consultant acknowledges and agrees that the Commonwealth may take the Consultant's compliance with the Code into account in any registration of interest process, tender process or similar procurement process in connection with any other Commonwealth project.
     9. For the purposes of this clause 33, **Code** means the Commonwealth Supplier Code of Conduct dated 1 July 2024, available at https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct/commonwealth-supplier-code-conduct, as amended from time to time.
2. **Disputes:** If a dispute arises at any time, the party raising the dispute is to notify the other party in writing of the nature of the dispute.Within 21 days the Consultant and the Commonwealth must meet and use their best endeavours to resolve the dispute. If the dispute has not been resolved within 21 days (or such longer period as may be agreed between the parties) either party may commence proceedings.
3. **Default:**
   * 1. If the Consultant fails to comply with any of its obligations under the Contract, then the Commonwealth may notify the Consultant in writing and require the Consultant to remedy the failure or breach within 7 days (or such longer period as the Commonwealth may specify) of receiving the notice.
     2. If the Consultant:
        1. does not remedy a failure or breach within the time required under paragraph (a); or
        2. is unable to pay its debts as and when they fall due, is wound up, declared insolvent or a controller, restructuring practitioner, administrator, receiver, receiver and manager, provisional liquidator or liquidator (each as defined in section 9 of the *Corporations Act 2001* (Cth)) or equivalent is appointed to the Consultant; or
        3. fails to comply with its obligations under clause 32,

the Commonwealth may by written notice to the Consultant immediately terminate the Contract and the Consultant will not have any right to further payment under the Contract and the Commonwealth will be entitled to recover from the Consultant any costs, losses or damages suffered or incurred by it as a result of, arising out of or in connection with such termination.

1. **Termination for Convenience:** The Commonwealth may at any time, for its sole convenience and for any reason, terminate the Contract by notifying the Consultant in writing with effect from the date specified in the notice. If the Commonwealth issues such a notice:
   * 1. the Consultant will be entitled to payment for Services carried out or completed in accordance with the Contract before the date of the termination, and subject to any right of set-off which the Commonwealth may have, but to no other payment of any description. Such payment is subject to the delivery to the Commonwealth of all Consultant Material prepared by the Consultant or on its behalf in connection with the performance of the Services;
     2. the amount payable under paragraph (a) will be a limitation on the Commonwealth's liability to the Consultant arising out of the termination of the Contract under this clause 36; and
     3. the Commonwealth may thereafter (at its absolute discretion) complete the uncompleted part of the Services either itself or by engaging another consultant.
2. **Governing Law:** The Contract is subject to and is to be construed in accordance with the laws of the Australian Capital Territory, and the parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory and courts with jurisdiction to hear appeals from those courts.
3. **Miscellaneous**
   * 1. The Consultant must not assign any of its rights under the Contract without the prior written consent of the Commonwealth.
     2. Where a party comprises two or more persons, each person will be jointly and severally bound by the party's obligations under the Contract.
     3. In the Contract, unless the context otherwise indicates:
        1. references to a person include an individual, firm, corporation or unincorporated body;
        2. references to any legislation or to any section or provision of any legislation include any statutory modification, substitution or re-enactment of, and any ordinances, by-laws, regulations and other statutory instruments issued under, that legislation, section or provision;
        3. references to the words "including" and "includes", and any variants of those words, will be read as if followed by the words "without limitation";
        4. a reference to “$” is to Australian currency; and
        5. references to any party to the Contract include its successors or permitted assigns.
     4. The Consultant is an independent consultant and is not and must not purport to be a partner or joint venturer of the Commonwealth.
4. **Notices:** Noticesgiven under or arising in connection with this Contract must be in writing and delivered to the relevant person and email address specified in the Contract Details or last notified in writing to the party giving the notice.
5. **Additional conditions:** 
   * 1. ***[COMMONWEALTH TO INSERT ANY OTHER PROJECT-SPECIFIC CONDITIONS TO FORM PART OF THE CONTRACT CONDITIONS, OTHERWISE DELETE THIS SECTION]***

**SIGNATURE PAGE AND DATE**

In signing this document, the Consultant submits its Quotation for the carrying out of the Services in accordance with the RFQ Conditions (including any addenda issued in accordance with the RFQ Conditions) and acknowledges, subject to any changes the Commonwealth may require prior to acceptance, such Quotation may be accepted by the Commonwealth executing where indicated below and returning a copy to the Consultant.

The Consultant acknowledges the following addenda: **[CONSULTANT TO INSERT]**

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** for and on behalf of the **Consultant** by its authorised signatory in the presence of: |  |  |  |
|  |  |  |  |
| Signature of Witness |  |  | Signature of Authorised Signatory |
|  |  |  |  |
| Name of Witness in full |  |  | Name of Authorised Signatory in full |

***[NOTE TO COMMONWEALTH: THIS PAGE SHOULD ONLY BE SIGNED BY THE COMMONWEALTH ONCE ALL NEGOTIATIONS WITH THE SUCCESSFUL CONSULTANT HAVE COMPLETED AND ALL DETAILS OF THE CONTRACT ARE AGREED AND DOCUMENTED IN WRITING BY WAY OF AMENDMENT TO THIS QUOTATION. DEPENDING ON THE EXTENT OF AMENDMENT, THE PREPARATION OF THE FINAL VERSION OF THE CONTRACT MAY BE BEST ACHIEVED BY REQUIRING THE SUCCESSFUL CONSULTANT TO SUBMIT AN UPDATED QUOTATION WHICH REFLECTS THE OUTCOME OF NEGOTIATIONS AND ALL ADDENDA.]***

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** for and on behalf of the**Commonwealth** in the presence of: |  |  |  |
|  |  |  |  |
| Signature of Witness |  |  | Signature of Authorised Officer |
|  |  |  |  |
| Name of Witness in full |  |  | Name of Authorised Officer in full |

**DATE OF EXECUTION BY COMMONWEALTH**:

ATTACHMENT 1 - CONSULTANT'S RESOURCES AND METHODOLOGY

|  |  |
| --- | --- |
| **Item** | **Response** |
| **Proposed Key People and Subconsultants:**  You are requested to provide details of the key people and subconsultants that will undertake the Services. | **Key People:**  **[INSERT EACH PERSON'S NAME, POSITION, RELEVANT QUALIFICATIONS AND PROPOSED ROLE IN THE SERVICES]**  **Subconsultants:**  **[INSERT EACH SUBCONSULTANT'S COMPANY NAME, LICENCE/REGISTRATION DETAILS (IF APPLICABLE) AND PROPOSED ROLE IN THE SERVICES]** |
| **Methodology:** You are requested to provide a brief narrative setting out your understanding of the nature and scope of, and methodology for undertaking, the Services. | **[INSERT]** |
| **Commonwealth Procurement Rules:** You are requested to provide details of:   * + 1. your practices regarding labour regulations and ethical employment practices;     2. your practices regarding promoting environmental sustainability in relation to the Services, including having regard to:        1. energy efficiency;        2. reducing environmental impact;        3. circularity of goods and services and the use of recycled products; and        4. the Sustainable Procurement Guide (as published by the Department of Climate Change, Energy, the Environment and Water);     3. if an Australian standard is applicable as identified in the Brief, your capability to meet the applicable Australian standard including by providing evidence of any relevant certifications; and     4. the direct benefits expected to be generated to the Australian economy through the project, the performance of the Services or more broadly through your business, for example by:        1. making better use of Australian resources that would otherwise be underutilised;        2. otherwise increasing productivity;        3. providing benefits that support the development and sustainment of industry capabilities; and        4. increasing productivity enhancing technology development and adoption. | **[INSERT]** |

ATTACHMENT 2 - FEE

***[COMMONWEATH TO INSERT THE FOLLOWING IF A LUMP SUM FEE IS REQUIRED AND DELETE THE SCHEDULE OF RATES OPTION BELOW]***

1. **LUMP SUM**
   * 1. The lump sum Fee is:
        1. **[CONSULTANT TO INSERT AMOUNT]**,

as adjusted in accordance with the Contract.

* + 1. The Consultant and the Commonwealth acknowledge and agree that the breakdown of the lump sum Fee set out below:
       1. is solely for the purpose of assisting in administration of the Contract, including determining adjustments to, the Fee under the Contract; and
       2. will not limit or affect the scope of the Services or the Contract.

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Price (exclusive of GST)** |
|  | **[INSERT, E.G. INSURANCES, LABOUR]** | **$[INSERT]** |
|  | **[INSERT]** | **$[INSERT]** |
|  | **[INSERT]** | **$[INSERT]** |

1. **MILESTONE PAYMENT SCHEDULE *[COMMONWEALTH TO DELETE IF CONSULTANT WILL BE PAID ON A MONTHLY OR OTHER BASIS]***

The Fee will be paid in instalments according to the Consultant's achievement of the following milestones:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description of Milestone** | **Time for Completion** | **Amount (exclusive of GST)** |
|  | ***[INSERT]*** | ***[INSERT]*** | **$[INSERT]** |
|  | ***[INSERT]*** | ***[INSERT]*** | **$[INSERT]** |
|  | ***[INSERT]*** | ***[INSERT]*** | **$[INSERT]** |

***[OR]***

***[COMMONWEALTH TO INSERT THE FOLLOWING IF THE FEE WILL BE CALCULATED ON THE BASIS OF A SCHEDULE OF RATES AND DELETE THE LUMP SUM FEE OPTION ABOVE]***

**1. SCHEDULE OF RATES**

The Fee will be calculated in accordance with the below schedule of rates:

***[COMMONWEALTH TO INSERT SCHEDULE OF RATES]***

ATTACHMENT 3 - BRIEF