

PREMIER BRIEFING NOTE

Tracking Folder: YF/24/2544
Document Number: DOC/24/30880

To: THE PREMIER
Date: 19 MAR 2024
Subject: Community co-design initiative in Toowoomba

Approved / Not Approved / Noted
Premier / CoS: CTPI - s.47(3)(b)
Date: 20 / 3 / 2024

RECOMMENDATION

1. It is recommended that you:
 - a) sign the letter (**Attachment 1**) to Mr Brian Pidgeon, Chief Executive Officer, Toowoomba Regional Council (the Council), thanking the Council for their support of the community co-design initiative project in Toowoomba
 - b) note that the Department of the Premier and Cabinet (DPC) undertook a community co-design initiative in Toowoomba, to scope options that support the enhanced coordination of youth justice, early intervention and prevention services in the region, with consideration of integrated hubs
 - c) note that key findings will be considered as work progresses on the development of the *Putting Queensland Kids First: Giving our kids the opportunity of a lifetime* (PQKF) plan and potential accompanying package of initiatives
 - d) note that a summary of findings related to improving outcomes in the early years will be included as an appendix in the PQKF consultation summary report.

KEY ISSUES

2. The 2023–24 State Budget allocated \$400,000 for DPC to scope and support the enhanced coordination of youth justice, early intervention and prevention services in Toowoomba and Mount Isa.
3. To support this commitment, DPC engaged Irrelevant from 25 September 2023 to 31 January 2024 at a cost of \$32,200 (GST exclusive), to undertake a rapid community co-design initiative with government and community services in Toowoomba.
4. Irrelevant delivered a series of three community co-design workshops, which mapped local services assisting vulnerable young people and their families, and scoped opportunities for enhancing early intervention services and supports. In addition, the Toowoomba interim Local Decision-Making Body provided First Nations insights.
5. The Council was represented by staff at each of the workshops, and provided venue and catering contributions. Councillor Geoff MacDonald, Mayor, attended the second workshop session to thank participants for their involvement and reaffirm his interests in improved outcomes for young people in the region.
6. Feedback from the co-design process has been collated by Irrelevant. The workshop series included discussions about actions that can be taken by local leaders (such as the Queensland Government Regional Leadership Network), as well as high level suggestions about reforms to the way government plans and invests in services delivered by non-government organisations (**Attachment 2**).
7. The Darling Downs South West Regional Leadership Network was the key vehicle for government agency engagement for the project. This network includes regional directors from Departments of Education; Youth Justice; Employment, Small Business and Training; the Queensland Police Service, and other partner agencies.

PREMIER BRIEFING NOTE

Tracking Folder:	TF/24/2544
Document Number:	DOC/24/30000

CONSULTATION

- 8. Finance and Performance, and Procurement and Travel, DPC; Queensland Police Service; Department of Education; Department of Youth Justice; Department of Employment, Small Business and Training.

BACKGROUND

- 9. Councillor McDonald, has shown strong interest in improving youth justice, early intervention and prevention services for children and young people in Toowoomba region.
- 10. On 6 November 2023, the former Premier and Minister for the Olympic and Paralympic Games, the Honourable Anastacia Palaszczuk, wrote to Councillor MacDonald to advise work was underway (Attachment 3).
- 11. The correspondence (Attachment 1) has been addressed to the Chief Executive Officer at this time, noting the current caretaker period for Local Government.

CTPI - s.47(3)(b)

✓ Mike Kaiser
Director-General



Premier of Queensland

For reply please quote: SocPol/VS – TF24/2544 · DOC/24/26485

24 APR 2024

1 William Street Brisbane
PO Box 15185 City East
Queensland 4002 Australia
Telephone +61 7 3719 7000
Email ThePremier@premiers.qld.gov.au
Website www.thepremier.qld.gov.au

Mr Brian Pidgeon
Chief Executive Officer
Toowoomba Regional Council
brian.pidgeon@tr.qld.gov.au

Dear Mr Pidgeon

Thank you for your ongoing commitment to improved outcomes for children, young people and families in the Toowoomba community.

The Department of the Premier and Cabinet has been working with agencies across Queensland Government to scope and support enhanced coordination of youth justice, early intervention and prevention services in Toowoomba.

I understand that in the last quarter of 2023, the Department of the Premier and Cabinet engaged a consultant to lead a rapid community engagement process with government and non-government organisations in the region. Local stakeholders highlighted initiatives and services that are already supporting Queensland kids to reach their potential, and identified areas where there are opportunities to better support the needs and aspirations of the Toowoomba community. I understand Toowoomba Regional Council was a key partner in this process and I wanted to thank you for your assistance in progressing this important work.

On 22 January 2024, the Queensland Government released the draft *Putting Queensland Kids First: Giving our kids the opportunity of a lifetime*. The Queensland Government is committed to giving our young people the very best chance in life, through good education, jobs and the right support early in life. Feedback and insights gleaned through the Toowoomba community engagement process will be considered in the development of the final draft of *Putting Queensland Kids First: Giving our kids the opportunity of a lifetime*.

I look forward to continuing to work with the Toowoomba Regional Council to ensure the highest quality of services and conditions for children, young people, families and the Toowoomba community.

Yours sincerely

CTPI - s.47(3)(b)

STEVEN MILES MP
PREMIER OF QUEENSLAND

Toowoomba Codesign for Child and Youth Outcomes

Solutions report

Irrelevant

Aim of this project

To commence a codesign process to support further development of sustainable existing and emerging evidence-based initiatives, collaboratively designed by the community, with the goal of decreasing the likelihood of children and young people engaging in anti-social behaviour a in the Toowoomba LGA region, now and into the future.

This is a summary of solution ideas that have been collectively designed with service providers, based on the data provided by the current state insights process.



Contents

- 04 Section 01: Approach
- 11 Section 02: Recap: Current State Insights
- 15 Section 03: Solution Ideas



Slide 3

CMO All the page numbers need updating now ☹️

Irrelevant 2023-11-13T08:06:29.753

Released under RTI - DPC

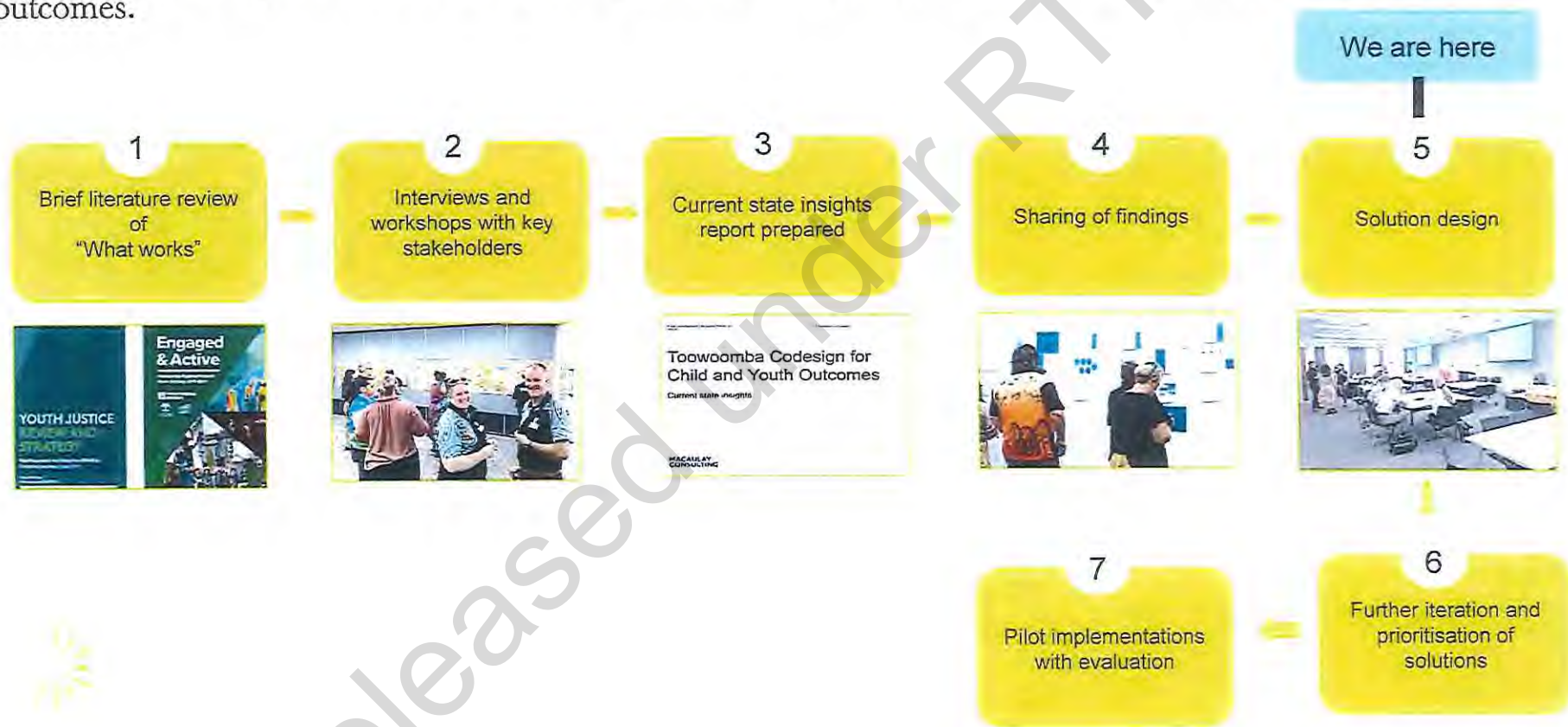
Section 01

Approach



Released under RTI - DPC

A human-centred design process was undertaken with service providers to enable their perspectives and insights to shape meaningful and feasible solutions that the community were highly motivated to progress. A strengths-based approach resulted in a positive and productive series of workshops where participants were highly engaged, collaborative and optimistic about the existing resources and collective potential for positive child and youth outcomes.



14

service leaders from the Regional Leadership Network were briefed on the current state findings and process.

34

participants representing government and non-government services were involved in solution design.

100%

of participants who completed the post-workshop feedback survey said that the best thing about the workshop process was **the opportunity to work together across services and sectors.**

“

Working together on the common problems is a great step forward.” (NGO leader)

“

My fear is that this will go nowhere, and everyone who has been involved will have given all this time, with no result. That would be really disappointing for us all. It will be hard to get stakeholders back again if that happens.” (health representative)

“

This was an important lesson for me in trusting the process and trusting each other. We came up with amazing solutions that we can achieve as a collective if only we can stick together on it” (senior government leader)

List of agencies who contributed to the solution design process.

Non-government agencies

Irrelevant

Regional Network and Advisory Groups

Irrelevant

QLD Government agencies

- Queensland Police Service
- Department of Education
- Department of Child Safety and Disability Services
- Queensland Corrective Services
- Department of Housing
- Queensland Health
- Department of Tourism, Innovation and Sport
- Department of Small Business and Training
- Department of Premier and Cabinet
- Department of Treaty, Aboriginal and Torres Strait Partnerships, Communities and the Arts
- Department of Youth Justice

Other Government and Statutory Bodies

- Toowoomba Regional Council
- Darling Downs West Moreton PHN



Released under RPPC

“

How do we engage young people **before** they fall of the cliff?”

“

We want to see young people happy, safe and connected to family, peers and community.”

“

We need to invest more in supporting parents to create stronger families, providing services that meet people where they are at and are tailored to individual needs.”

“

We need to reform schools to meet the needs of all young people.”

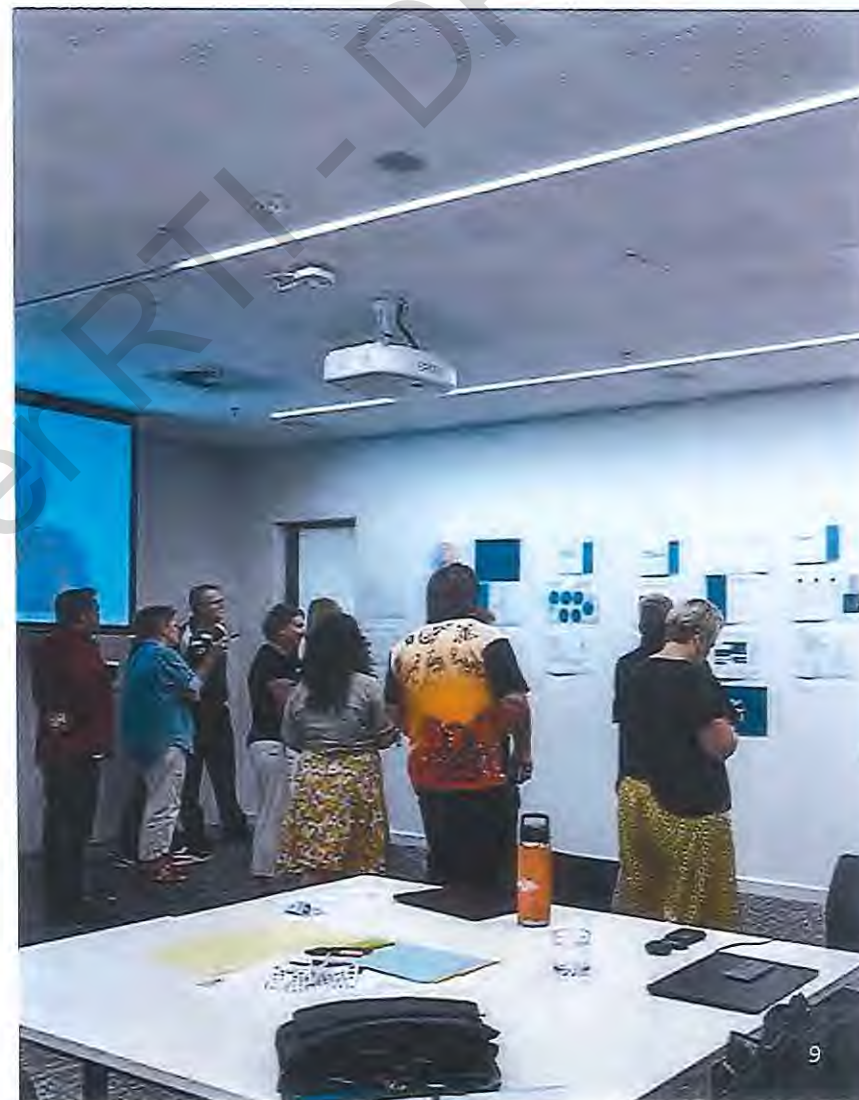


Workshop process

The solution design process was undertaken with stakeholders from government and non-government agencies from the Toowoomba region.

A five-hour workshop with 34 stakeholders in attendance involved the following:

1. Sharing the findings via an 'evidence safari' where participants had time to digest all the findings from the previous workshops.
2. Setting some collective principles to guide the solution design process.
3. Brainstorming solution ideas to address the key issues.
4. A prioritisation process where the group could vote for the most important ideas, from their perspectives.
5. Rapid solution design in small groups to develop the most popular ideas further.
6. Sharing of solutions as a large group.



These guidelines were collectively developed to inform the solution design process.

- User-centric – it's not about us as service providers
- The main aim is better outcomes for children and young people
- First Nations First / inclusion thinking
- Use what we've got - doesn't need to be new – it can be improving existing
- Early intervention / prevention
- Start with families – a future generations focus
- More cohesive approaches: partnerships and integrated models
- Re-think how to use existing resources differently
- Toowoomba region focussed
- Put aside the barriers for now such as the existing ways of measuring / program guidelines / contract requirements
- Innovative AND evidence-based
- Initial ideas sparked here need to be tested and iterated with children, young people and their families



Section 02

Recap: Current State Insights



Released under RTI - DPC

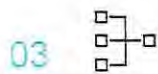
These insights were derived from the evidence collected in the first phase:



The region has many assets and capabilities that if convened as a **system** rather than separate parts, has the potential to yield significantly greater impact.



The way funding is provided impedes effective and efficient service delivery and collective impact.



There is a desire to build a system that acts earlier, with more focus on prevention and earlier interventions, in addition to crisis responses.



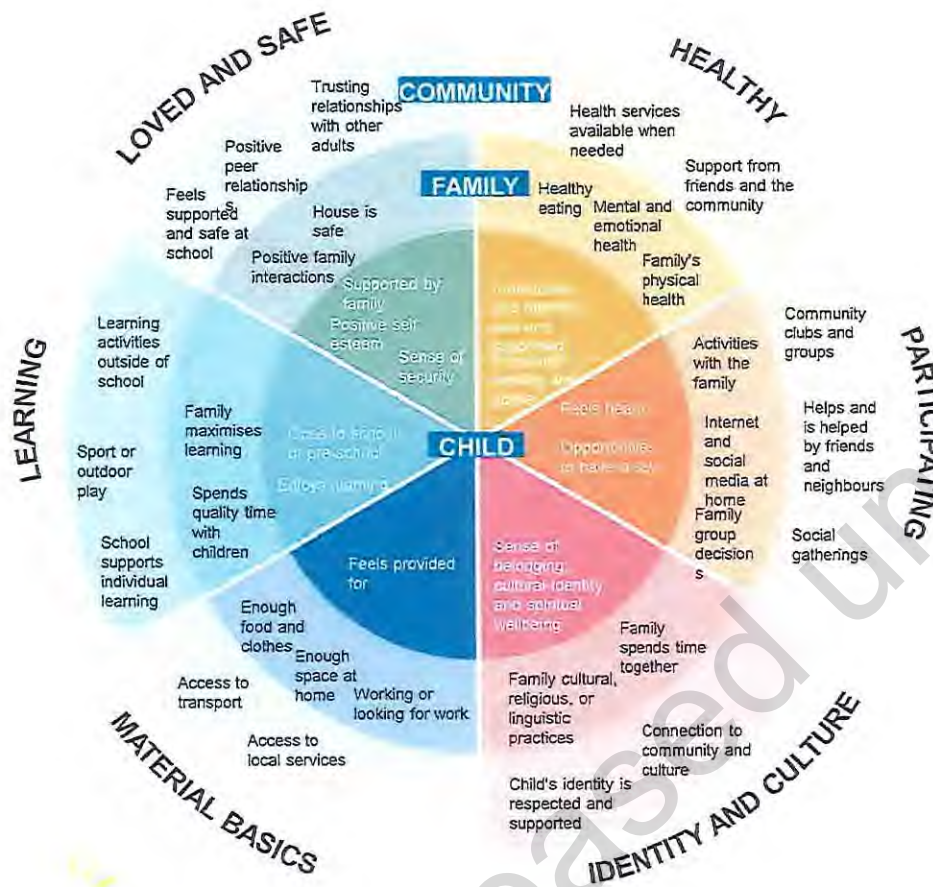
Workforce in the child and youth sectors is one of Toowoomba's greatest strengths and its greatest challenge.



The region celebrates services that are strong on human connection, cultural capability, flexibility and holistic approaches to care.



A collective shift toward strengths-based mindsets and narratives about children and young people is needed for the community to improve outcomes.



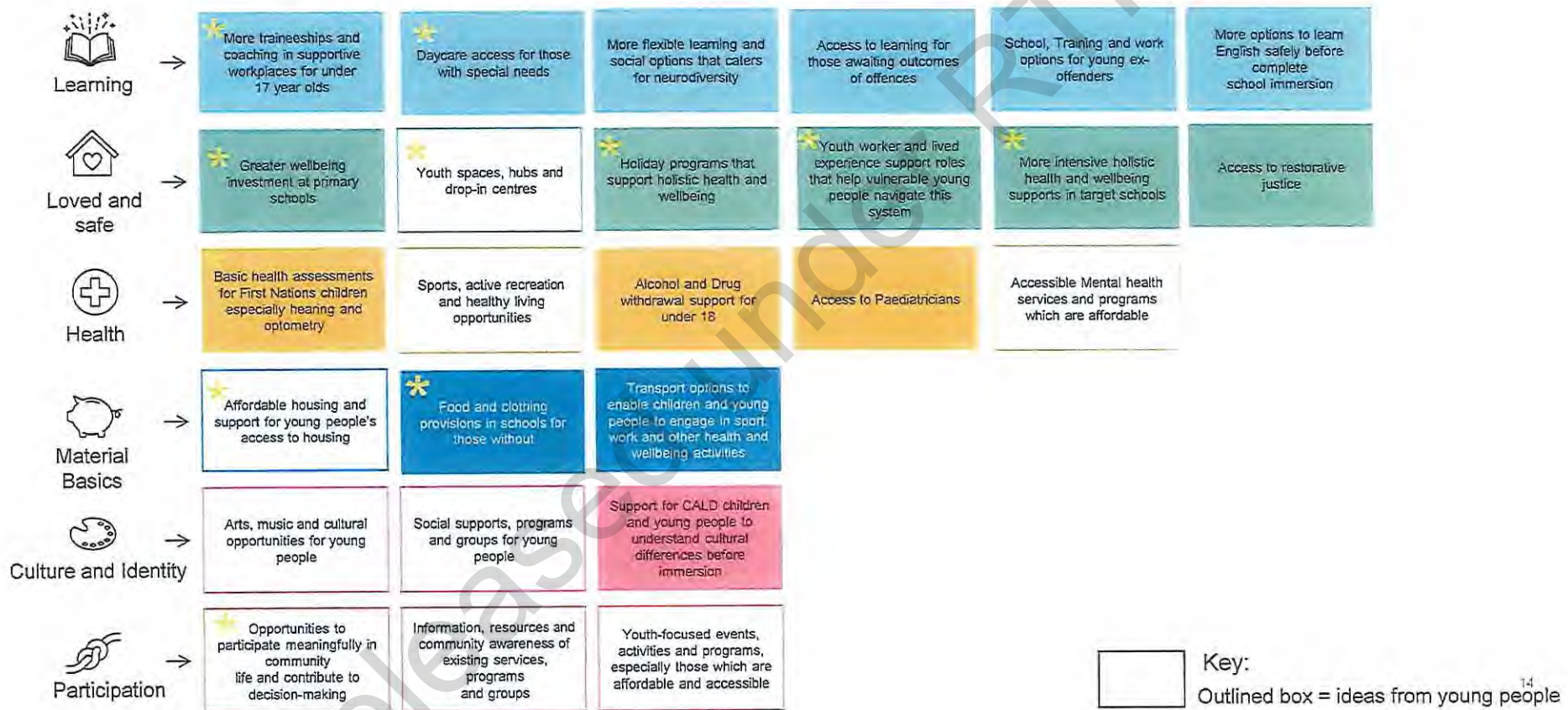
This is 'The Common Approach' that was used to guide discussions with participants.

This is ARACY's framework for children and young people aged 0 to 24 years. It's a way of thinking about the whole child and young person in the context of their daily lives, viewing wellbeing in a way that brings together the different elements a child or young person needs in order to thrive. The Wheel conceptualises wellbeing as six interconnected domains that support each other to help children reach their potential. To have optimal wellbeing, a child or young person needs to be adequately resourced in all six domains.

Figure: ARACY website

These were the solution ideas that emerged from early discussions in the first workshop series, along with those from the Toowoomba Regional Council Youth Strategy 2019 – 2021.

Those that have been asterisked emerged as priority areas in the solution design workshop. There remain a number of areas that are yet to be developed further.



Section 03

Solution ideas



Released under RTI - DPC

Solution area 01

A more *connected system* that serves children and young people that is guided by contemporary evidence.



“We need to connect the local, state and national agendas in an integrated way.”

local researcher

Co-develop a
collective theory
of change,
strategy and
action plan

- Co-development of a theory of change that identifies the desired outcomes and measures, backed by evidence, which guides the strategy and action plan development.
- Co-development needs to include a collective of children and young people, caregivers, community members, service providers, funders and industry.
- Requires collective buy-in from all levels of government including federal, state and local jurisdictions, and non-government agencies.
- University partnership to assist with the development and measurement of change over time.
- Leverage of the evidence, process and knowledge undertaken for the Toowoomba Youth Strategy 2019 – 2021 commissioned by Toowoomba Regional Council is recommended.

Solution area 02

Better community understanding and empathy for young people and their needs.



“ We need to build bridges between the generations.”

Workshop participant



Build a strong
youth participation
agenda in the
region

- Establish a strong collective youth volunteering strategy that enables young people to develop their skills and be involved in positive activities that provide intergenerational learning opportunities. Volunteering has been shown to lead to positive employment outcomes. This can be particularly relevant for socially disadvantaged young people who are more likely to see volunteering as a pathway to employment.
- More service providers, corporates and industries in the region can be incentivised to create youth dedicated roles including volunteering, internships and casual employment opportunities.
- Establish a partnership with the Australian Institute of Intergenerational Learning to trial projects with children and young people and older residents.
- Develop a social enterprise where young people develop and implement training to organisations to help them work effectively in partnership with young people, as well as offer advisory services about youth issues.
- Bring together existing youth bodies including Headspace, YES, Crew, Toowoomba Regional Council Youth leaders to drive a collective youth participation agenda across the region. Engagement with the National Youth Advisory Council and Queensland Family and Child Commission's youth advisory is recommended.
- A sponsored campaign for 'stories of success' which promotes the positive impacts and contributions of children and young people in the region.



Solution area 03

More cohesive
integrated services
for young people



“Young people need to be involved and leading the design of the solutions.”

workshop participant



An integrated hub
for young people's
health and
wellbeing

- This concept was developed by members of the Regional Leadership Network and expands on the existing Toowoomba housing hub that participants identified as a model that has demonstrated positive outcomes.
- Expansion of the hub would intend to provide timely and easily accessible and culturally safe advice and support to young people, for a range of health and wellbeing issues.
- Shared vision, leadership and funding from government and non-government service providers, including a shared outcomes model with resourcing of a Coordinator (A06), Administration support (2 x A03), Intake officers (2 x A04) or equivalent.
- A welcoming place, where young people have a role in the conceptualisation, design and delivery of services e.g. Young people are employed to welcome others and help to create a culturally safe and appealing space for other young people.
- Basic needs are met with food, clothing, computer and internet access along with timely triage, referral, support and advice for housing, health, employment and wellbeing.
- Soft entry, appointments not required.
- No exclusion criteria.
- Out of school hours and weekends availability is required.
- Panel meetings as required between agencies for any young person in need, who requires multiple services.
- Shared rostering approach across agencies to share the load and out of school operating hours.
- Video conferencing and telehealth services offered.
- Partnerships with university, philanthropies and charities.
- A mobile outreach component to enable flexibility and reach.
- Evaluation to measure impact.



Integrated health
and wellbeing
services in
primary and
secondary school
settings

- Participants identified opportunities to work collaboratively with the education sector to help provide more integrated care to vulnerable children and young people.
- The community would like to see more partnerships between education and other government and non-government organisations to help achieve positive outcomes. The main areas of need included:
 - Ample provision of basic needs including food and clothing for those in need. Many children and young people are still attending school without adequate nutrition each day.
 - More health service offerings at schools.
 - More parenting and family supports.
 - A cohesive prevention and wellbeing program.
 - Affordable after school care and vacation programs that focus on health and wellbeing.
 - Industry vacation camps to encourage skill building and career opportunities for young people.
- Evaluation to measure impact.



Solution area 04

Increase the opportunities for parents and caregivers to give their young children the best start.



“We need to supercharge support and capacity building for parents early, so they can set their children up for success.”

First Nations community leader



An integrated
health and
wellbeing hub
First Nations
parents and
caregivers

- Co-design an integrated First Nations-led service that supports and empowers First Nations caregivers, parents and their young children to establish positive foundations for health and wellbeing outcomes.
- This hub would include the integration of an Aboriginal Community Controlled Health Organisation (ACCHO) with an early childhood service such as day care or kindy.
- This one stop shop for First Nations families would provide culturally safe, preventative and responsive services that aim to set up families for success.
- It is suggested that it would include
 - Free child-care services
 - Provision of material basics including food and clothing
 - Access to computers and internet
 - Advice, triage and referral for financial, employment, housing, domestic and family violence, and alcohol and other drugs, NDIS, and child development concerns.
 - Cooking classes and nutrition education
 - Wellbeing and social connection activities including exercise options
 - Antenatal supports
 - Onsite health assessments including hearing and optometry for young children
 - Health advice (GP)
 - Peer mentorship from those with lived experience
 - Outreach options including transport provisions
- A soft entry, drop-in format, no appointments required.
- Evaluation to measure impact.
- A First Nations-led community co-design process is recommended as the first step to action.



Solution area 05

Trial a new
approach to funding
child and youth
focussed projects



“The way funding is allocated is,
in my view, the biggest problem
of all.”

workshop participant



Establish an
independent
community
foundation

- Trial the development and implementation of a Toowoomba community foundation model that can enable collective funding of meaningful and integrated outcome focussed solutions, informed by the community, including children and young people.
- The intention of a foundation would be to provide a mechanism to attract financial and non-financial resources that can be allocated from a range of funding sources including government, non-government, philanthropies, corporate partners, industry and universities.
- The anticipated benefits would include longer term funding arrangements, reduced duplication and waste, community buy-in, and increased flexibility for implementation.
- Leverage the learnings from existing community foundations such as 'Tomorrow Today' – a community foundation established in a regional area of Victoria.

[Atollis / Tomorrow Today](#)





Premier of Queensland
Minister for the Olympic and Paralympic Games

For reply please quote: *SocPol/VS - TF/23/14771 - DOC/23/206342*

3 November 2023

Councillor Geoff McDonald
Mayor
Toowoomba Regional Council
geoff.mcdonald@tr.qld.gov.au



Brisbane 2032
Olympic and Paralympic
Games Host
Queensland



1 William Street Brisbane
PO Box 15185 City East
Queensland 4002 Australia
Telephone +61 7 3719 7000
Email ThePremier@premiers.qld.gov.au
Website www.thepremier.qld.gov.au

Dear Councillor McDonald

Thank you for your collaborative approach to improving outcomes for young people and the broader Toowoomba community.

The Department of the Premier and Cabinet (DPC) is working with agencies across Queensland Government to scope and support enhanced coordination of youth justice, early intervention and prevention services in Toowoomba. This work reflects the Queensland Government's ongoing commitment to placing community safety first and steering young people away from offending.

I am pleased to advise that DPC has initiated a community engagement process with government and non-government organisations in Toowoomba. This process will engage local stakeholders to highlight what initiatives and services are already working to reduce youth offending, and identify where there are opportunities to improve services to better support the needs and aspirations of the Toowoomba community.

I understand that DPC has been in contact with Toowoomba Regional Council (TRC) representatives regarding this initiative and that TRC will be a key partner in this process.

Again, thank you for your assistance in progressing this important work and we look forward to continuing to work with you to ensure the highest quality of services and conditions for young people and the Toowoomba community.

Yours sincerely

CTPI - s.47(3)(b)

ANNASTACIA PALASZCZUK MP
PREMIER OF QUEENSLAND
MINISTER FOR THE OLYMPIC AND PARALYMPIC GAMES

Irrelevant

From: Mike Kaiser
Sent: Monday, 19 February 2024 6:39 PM
To: Libby Gregoric
Cc: Simon Carl
Subject: Re: Irrelevant

Oh I stupidly assumed the ADG would start on the day the offer is made....

Maybe still keep Irrelevant contract end March and we'll see how it goes?

Get [Outlook for iOS](#)

From: Mike Kaiser
Sent: Monday, February 19, 2024 4:56:49 PM
To: Libby Gregoric <Libby.Gregoric@premiers.qld.gov.au>
Cc: Simon Carl <simon.carl@premiers.qld.gov.au>
Subject: RE: Irrelevant

We'll have a ADG by 15 March (you promised). So maybe then a 2 week hand over of sorts. To the end of March?



Mike Kaiser
Director-General
Department of the Premier and Cabinet
M Irrelevant
mike.kaiser@premiers.qld.gov.au
1 William Street, Brisbane QLD 4000

From: Libby Gregoric <libby.gregoric@premiers.qld.gov.au>
Sent: Monday, February 19, 2024 4:50 PM
To: Mike Kaiser <mike.kaiser@premiers.qld.gov.au>
Cc: Simon Carl <simon.carl@premiers.qld.gov.au>
Subject: RE: Irrelevant

Thanks Mike

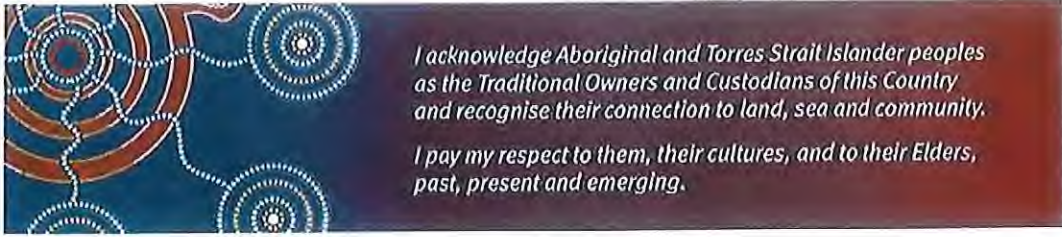
I have met with Irrelevant today and will draft a new contract for him, doing this specific delivery work, now that the establishment work has been undertaken. Do you envisage a timeframe?

Regards

Libby



Libby Gregoric
Deputy Director-General
People and Services
Department of the Premier and Cabinet
P 07 3003 9046 M Irrelevant
Level 28, 1 William Street, Brisbane QLD 4000
PO Box 15185, City East, QLD 4002



From: Mike Kaiser <mike.kaiser@premiers.qld.gov.au>
Sent: Monday, February 19, 2024 9:05 AM
To: Libby Gregoric <libby.gregoric@premiers.qld.gov.au>
Subject: Irrelevant

Libby,

Following a great discussion last week across agencies, there's a bunch of work for us to follow up in the community safety space.

Given this is a clear priority for the Premier and the people of Queensland, and the fact the implementation team doesn't currently have full time leadership, I've asked Irrelevant to stay engaged and recognise this will likely have implications for the contract he has with us.

Can you please discuss arrangements with him?

Regards



Mike Kaiser
Director-General
Department of the Premier and Cabinet
M Irrelevant
mike.kaiser@premiers.qld.gov.au
1 William Street, Brisbane QLD 4000

Irrelevant

From: Libby Gregoric
Sent: Thursday, 4 January 2024 5:03 PM
To: Irrelevant
Cc: Mike Kaiser
Subject: Contract for review and return
Attachments: DPC-153-2023 - Irrelevant - Confidentiality Privacy and Conflict of Interest Deed-personnel.docx; DPC-153-2023 General-Contract-Conditions.pdf; DPC-153-2023 Statement of Work.docx; DPC-153-2023 - Irrelevant Short Form Contract.docx

Dear Irrelevant

Please find attached a draft contract, Confidentiality and Privacy Deed, and Statement of Works, along with our General Contract Conditions.

Could you please review and complete the additional required information (highlighted in yellow on page 3 of the contract)? If you agree, please sign both the contract and confidentiality deed and return to me at your earliest convenience.

Regards

Libby



Queensland
Government

Libby Gregoric
Deputy Director-General
People and Services
Department of the Premier and Cabinet
P 07 3003 9046 M Irrelevant
Level 28, 1 William Street, Brisbane QLD 4000
PO Box 15185, City East, QLD 4002

Short Form – Contract Details

Contract Number: DPC-153-2023

For the provision of Goods and/or Services

Version 002 – Dated February 2023

NOTE TO SUPPLIERS

The below Short Form Contract Details/Order must be read in conjunction with the Queensland Government's General Contract Conditions located via <https://www.forgov.qld.gov.au/general-goods-and-services-templates> – under '*Contracts and Conditions*'.

Short Form Contract Details - Order

Item	Information	Details
1.	Customer	<p>Name: State of Queensland (acting through the Department of the Premier and Cabinet)</p> <p>ABN/ACN: 65 959 415 159</p> <p>Address: 1 William Street, Brisbane, QLD, 4000</p> <p>Name: Libby Gregoric</p> <p>Telephone: (07) 3003 9046</p> <p>Email: libby.gregoric@premiers.qld.gov.au</p>
2.	Supplier	<p>Name: Irrelevant</p> <p>ABN/ACN:</p> <p>Address:</p> <p>Telephone:</p> <p>Email:</p> <p>Contact:</p>
3.	Contract Term	<p>Commencement Date: 4 January 2024</p> <p>Completion Date: 23 February 2024</p>
4.	Additional Provisions	<ul style="list-style-type: none"> The Queensland Government's General Contract Conditions apply. These are located via https://www.forgov.qld.gov.au/general-goods-and-services-templates – under 'Contracts and Conditions'. Compliance with the Queensland Government's <u>Ethical Supplier Threshold</u> Compliance with the Supplier Code of Conduct, which details the behavioural standards and principles expected of Suppliers.
5.	Approved Expenses	Not Applicable.
6.	Goods and/or Services	Refer to Statement of Work attached.
7.	Price	<p>Pricing details:</p> <p>\$1500.00 per day (excluding GST), capped at five days unless otherwise agreed between both parties in writing.</p> <p>Payment for the Goods and/or Services described above will be made via EFT within 30 days upon receipt of a Correctly Rendered Tax Invoice. The Supplier is to provide its bank details to the Customer prior to the commencement date of this Contract. In the event that this Contract is terminated, the Customer shall pay the Supplier all monies due up to the date of termination.</p>
8.	Delivery Date / Delivery Period	23 February 2024

9.	Provision of Goods	The Goods are to be in new and unused condition and of recent origin.
10.	Intellectual Property Rights	<p>Intellectual Property Rights created or developed in performing the Contract will be owned by:</p> <ul style="list-style-type: none"> • Customer <p>If the new Intellectual Property Rights are owned by the Customer, the Customer grants the Supplier:</p> <ul style="list-style-type: none"> • No licence back to the Supplier.
11.	<p>Insurance – Public Liability</p> <p>Is Public Liability insurance required?</p> <p><i>Public liability insurance covers liability for personal injury and property damage. Typically, the amount is at least \$5 million per claim depending upon the Risk Assessment.</i></p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If "Yes" then please specify the following:</p> <p>Sum Insured: \$10 million</p> <p>Policy Reference: <<insert policy number>></p> <p>Insurance Provider: <<insert insurance provider>></p> <p>Named Insured: <<insert name on the policy>></p> <p>Expiry Date of Policy: <<insert expiry date of policy>>.</p>
12.	<p>Insurance - Other insurances</p> <p>Is any other insurance required? (e.g. Professional Indemnity insurance)</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If "Yes" then please specify the following:</p> <p>Type of insurance: Workers Compensation</p> <p>Sum Insured: <<insert amount to be insured>></p> <p>Policy Reference: <<insert policy number>></p> <p>Insurance Provider: <<insert insurance provider>></p> <p>Named Insured: <<insert name on the policy>></p> <p>Expiry Date of Policy: <<insert expiry date of policy>>.</p>
	<p><i>If Professional Indemnity Insurance is required, then the following must be completed:</i></p> <p>Is the Professional Indemnity insurance to be maintained for an alternative period (i.e. other than four years after the completion or termination of the Contract)?</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Professional Indemnity Insurance to the value of \$1 million per claim (\$2 million in aggregate)</p>

The Supplier agrees to supply the Goods and/or Services set out in this Short Form Contract Details/Order document. The below execution is acknowledgement of the fact that the contract will operate under the General Contract Conditions Version 3.1 – dated February 2023.

The parties have executed this Contract as follows:

Date)	
EXECUTED as a contract for and on behalf of:)	
.....)	
Name of Supplier)	Signature of authorised representative
by its authorised representative, in the presence of:)	By executing this contract, the signatory warrants that the signatory is duly authorised to execute this contract on behalf of the Supplier
.....)	
Signature of witness)	
.....)	
Name of witness (block letters))	Name of authorised representative (block letters)
.....)	
)	Position of authorised representative

By signing below the Customer has agreed to enter into a Contract with the Supplier for the supply of Goods and/or Services.

Date)	
EXECUTED as a contract for and on behalf of:)	
.....)	
DEPARTMENT OF THE PREMIER AND CABINET)	Signature of authorised representative
by its authorised representative, in the presence of:)	By executing this contract, the signatory warrants that the signatory is duly authorised to execute this contract on behalf of the Customer
.....)	
Signature of witness)	Name of authorised representative (block letters)
.....)	
Name of witness (block letters))	Position of authorised representative

Confidentiality, Privacy and Conflict of Interest Deed

For General Goods and Services – Personnel

Customer: Department of the Premier and Cabinet

Supplier:

Irrelevant

Personnel's Name:

Contract Reference No.: DPC-153-2023



Queensland
Government

General information

No.	Topic	Details	
1	Customer	Name:	State of Queensland (acting through the Department of the Premier and Cabinet)
		ABN / ACN:	65 959 415 159
2	Supplier	Name:	Irrelevant
		ABN / ACN:	
3	Personnel	Name:	
		Street address:	
		Postal address:	
		Email:	
4	Contract	Contract name:	
		Contract number:	DPC-153-2023
		Date of Contract:	3/01/2024

1. Background

- 1.1. The Customer and the Supplier are parties to the Contract.
- 1.2. The Supplier's Personnel may have access to, or become aware of Confidential Information and/or Personal Information or that may give rise to a Conflict of Interest in connection with the Contract.
- 1.3. Improper use or disclosure of Confidential Information or Personal Information and/or the failure to disclose any Conflict of Interest to the Customer would severely damage the Customer's ability to perform its governmental or statutory functions.
- 1.4. The Supplier has undertaken that:
 - (a) in the performance of the Contract it will comply with obligations in relation to Confidential Information and Personal Information and
 - (b) the Supplier and its Personnel do not have a Conflict of Interest in the performance of the Contract except as disclosed in the Contract.
- 1.5. The Customer requires the Supplier to obtain from its Personnel a signed Confidentiality, Privacy and Conflict of Interest Deed in the form of this Deed.
- 1.6. This Deed sets out:
 - (a) the Personnel's obligations in relation to Confidential Information and Personal Information; and
 - (b) any declarations of the Personnel's Conflict of Interest (if any) and the Personnel's obligations in relation to the disclosure and management of any Conflicts of Interest.

2. Definitions and interpretation

Confidential Information means all information disclosed by or on behalf of the Customer or the Supplier (**Discloser**) to the Personnel in connection with the Contract or created using that information, which is confidential in nature and designated as confidential, or which a reasonable person receiving the information would realise is sensitive or confidential, and all information to the extent it is derived from that information and in the case of the Customer, all Customer Data. Confidential Information does not include any information which:

- (a) is or becomes public, except through breach of a confidentiality obligation;
- (b) the Personnel can demonstrate was already in its possession or was independently developed by the Personnel; or
- (c) the Personnel receives from another person on a non-confidential basis, except through breach of a confidentiality obligation.

Conflict of Interest means having an interest, affiliation or relationship, or owing an obligation (whether personal, financial, professional or otherwise), which conflicts, may reasonably have the potential to conflict or may reasonably be perceived as conflicting with the ability of the Personnel to perform its obligations under the Contract and/or the Personnel's Contract fairly and objectively.

Contract means the agreement between the Customer and the Supplier described in the 'General information' details above, and may include a standing offer arrangement, where specified.

Customer is specified in the 'General information' details above.

Customer Data means any information, material, data, dataset or database, including Metadata:

- (a) provided by or on behalf of the Customer to the Supplier for use, processing, storing or hosting by the Supplier in providing the goods or services the subject of the Contract and
- (b) created, processed, produced or derived from using, processing, storing or hosting that information, material, data, dataset or database in the Supplier's provision or the Customer's use of the goods or services the subject of the Contract.

Deed means this document.

Discloser has the meaning given in the definition of Confidential Information.

Information Privacy Act means the *Information Privacy Act 2009 (Qld)*.

Laws means all:

- (a) Acts, ordinances, regulations, by-laws, orders, awards and proclamations in force from time to time in Queensland and any other relevant jurisdiction;
- (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the Contract;
- (c) the requirements of any authority with jurisdiction in connection with the Contract and/or the Site, as applicable.

Metadata means any system-generated data that is created or generated in connection with the Customer's use of the goods or services the subject of the Contract, including in using, processing, storing or hosting any information, material, data, dataset or database in the provision of the goods or services and includes any descriptive, structural and administrative metadata.

Personal Information has the meaning given:

- (a) for the purposes of the *Information Privacy Act* – in that Act; or
- (b) for the purposes of the *Privacy Act 1988 (Cth)* – in that Act.

Personnel means:

- (a) the officers, directors, employees, agents and temporary contractors of the Supplier; and

- (b) any subcontractor to the Supplier, and the subcontractor's officers, directors, employees, agents and temporary contractors; and
- (c) any other person employed or engaged by the Supplier in the performance of the Contract.

Personnel's Contract means the agreement or arrangement between the Supplier and the Personnel pursuant to which the Supplier engages the Personnel to perform services in connection with the Contract.

Site means each of the site or premises at which the Contract will be performed.

Supplier is specified in the 'General information' details above.

3. Undertaking

- 3.1 The Personnel undertakes to comply with the terms of this Deed.

4. Confidentiality

- 4.1. The Personnel must:

- (a) keep all Confidential Information confidential;
- (b) use the Confidential Information only for the purpose of performing the Contract;
- (c) ensure that any Confidential Information in its possession or control is protected against loss or unauthorised access, use, modification or disclosure or other misuse;
- (d) not disclose the Confidential Information to any person except:
 - (i) with the Customer's prior written consent (consent is at the absolute discretion of, and subject to any conditions imposed by, the Customer); or
 - (ii) as required by Law; and
- (e) immediately notify the Customer if it becomes aware:
 - (i) that a disclosure of Confidential Information is, or may be, required by Law;
 - (ii) of a breach of this clause; or
 - (iii) of any loss, unauthorised access, use, modification, disclosure or other misuse of any Confidential Information.

- 4.2. The Personnel must:

- (a) not take or retain any material containing any Confidential Information after the end of the Contract or the Personnel's Contract; and
- (b) immediately deliver up to the Customer, at the Customer's request, all material in its possession or control containing the Confidential Information.

5. Privacy

- 5.1. This clause applies to Personal Information:

- (a) in the Customer's documents and other material or information systems; or
- (b) collected or accessed by the Personnel in connection with the Contract.

- 5.2. The Personnel must:

- (a) not access, use, modify or retain Personal Information except for the purpose of performing the Contract;

- (b) not disclose the Personal Information without the Customer's prior written consent (consent is at the absolute discretion of, and subject to any conditions imposed by, the Customer);
- (c) not transfer any Personal Information outside of Australia, except with the Customer's prior written consent;
- (d) ensure that any Personal Information in its possession or control is protected against loss or unauthorised access, use, modification or disclosure or other misuse;
- (e) comply with such other privacy measures as notified by the Customer;
- (f) immediately notify the Customer if it becomes aware:
 - (i) that a disclosure of Personal Information is, or may be, required by Law;
 - (ii) of a breach of this clause; or
 - (iii) of any loss, unauthorised access, use, modification, disclosure or other misuse of any Personal Information.

5.3. The Personnel must:

- (a) not take or retain any material containing any Personal Information after the end of the Contract or the Personnel's Contract; and
- (b) immediately deliver up to the Customer, at the Customer's request, all material in its possession or control containing Personal Information.

6. Conflict of interest

6.1. The Personnel declares that they do not have an actual, potential or perceived Conflict of Interest, except as follows:

Conflict of interest details
<p><i>Provide a brief outline of any actual, potential or perceived conflict of interest, whether personal, financial, professional or otherwise.</i></p> <p><i>If there is no Conflict of Interest, leave blank or insert 'nil'.</i></p>

6.2. The Personnel must:

- (a) keep the declaration under clause 6.1 of this Deed updated throughout the term of the Personnel's Contract; and
- (b) comply with the Customer's requirements to manage, mitigate or eliminate any Conflict of Interest.

7. General

- 7.1. This Deed is executed as a deed poll for the benefit of the Customer. The Customer may enforce this Deed, despite not being a party to it.
- 7.2. The obligations under this Deed will continue after the end of the Contract and the Personnel's Contract.
- 7.3. This Deed may only be varied by a deed entered into by the Customer and the Personnel.

- 7.4. This Deed does not exclude the operation of any Laws concerning Personal Information or principle of law or equity concerning Confidential Information.
- 7.5. The Customer's rights concerning this Deed will not be deemed to be waived except by notice in writing signed by the Customer. Failure or delay by the Customer to enforce any provision of this Deed will not waive the Customer's rights.
- 7.6. The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by Law or any other such right or remedy.
- 7.7. The Personnel must not assign or novate this Deed, in whole or part, except with the prior written consent of the Customer.
- 7.8. The laws of the State of Queensland govern this Deed and the Personnel submits to the non-exclusive jurisdiction of the courts of Queensland.

Executed as a deed poll

Where the Personnel is an individual:

Date	
SIGNED AND DELIVERED as a deed by:	
.....
Name of Personnel (block letters)	Signature of Personnel
in the presence of:	
.....
Name of Witness (block letters)	Signature of Witness

Statement of Work

Objective

Refresh the Department of the Premier and Cabinet (Queensland) (DPC) operating model to strengthen the department's ability to fulfil its role as an empowered and influential central agency, guiding service outcomes for the people of Queensland.

Scope of Work

Support an internal DPC team to refresh the operating model, positioning an empowered and influential DPC to:

- drive service delivery improvements across all agencies
- lead key functions including policy reform, policy core business, service delivery improvement, communications, governance and corporate
- guide the sector into the future.

The exercise will also:

- consider capabilities needed to deliver on DPC's refreshed functions
- support clarity of those roles and responsibilities.
- articulate a prioritisation process to focus effort.

Deliverable

A briefing to Senior Leadership on observations by 23 February 2024.

General Contract Conditions

For General Goods and Services

These General Contract Conditions (version 3.1 – published February 2023) are designed for procurements which are Moderate Risk and/or Value.

1. The Contract

1.1. When a Contract is formed

A Contract will be formed between the Customer and the Supplier on the earlier of the date when:

- (a) the Customer communicates its acceptance in writing of the Supplier's offer; or
- (b) the authorised representatives of both parties have signed the appropriate section of the Details to indicate their acceptance and communicated that acceptance to the other party; or
- (c) if the Contract is formed under an SOA, the Contract is formed in accordance with the SOA Conditions.

This Contract may consist of a number of counterparts and if so, the counterparts taken together constitute one document.

Where a Contract is formed under (b) above:

- (i) the parties consent to the use of electronic communications as a method for the signing of the Contract and
- (ii) the parties may communicate their signature by providing a copy of the signed document by electronic means.

1.2. Interpretation

The definitions and rules of interpretation which apply to this Contract are those specified in the Definitions and Interpretation document (version 3.1 - published February 2023), available at www.forqov.qld.gov.au/general-goods-and-services-templates.

1.3. Documents making up the Contract and Hierarchy

- (a) Subject to clause 1.3(c), the Contract is made up of:
 - (i) the Details;
 - (ii) the General Contract Conditions; and
 - (iii) any other document expressly incorporated by reference in the Details.
- (b) If there is any inconsistency between the documents which make up the Contract, then the following will prevail in descending order of precedence:
 - (i) the contract departures section of the Details;
 - (ii) the Schedules to the Details (excluding any document incorporated by reference);
 - (iii) the Comprehensive Contract Conditions;
 - (iv) the Details (excluding those parts of the Details listed in (b)(i) and (b)(ii) above);



Queensland
Government

- (v) any other document expressly incorporated by reference in the Details or Schedules.
- (c) A Contract formed under a SOA is made up of:
 - (i) the documents making up the SOA as set out in clause 1.3 of the SOA Conditions and
 - (ii) the documents in clause 1.3(a) above,in descending order of precedence. The Contract may include additional provisions to the extent they are additional to, and do not detract from these documents.

2. Non exclusivity

The Supplier acknowledges that unless expressly stated otherwise in the Details, the Customer may engage other suppliers (or itself) to provide goods, services and other deliverables the same as or similar to the Deliverables.

3. Contract Term

- (a) The Contract Term starts on the start date in the Details and continues for the period set out in the Details, including any extension options which are exercised, unless earlier terminated in accordance with the Contract.
- (b) The Customer must give notice of its intention to exercise any extension option.

4. Supplier to provide Deliverables

The Customer appoints the Supplier to provide the Deliverables. The Supplier accepts the appointment.

5. Supplier obligations

The Supplier:

- (a) **(time)** must meet all due dates specified in the Details or otherwise agreed, and perform all other obligations promptly;
- (b) **(delay)** must promptly notify the Customer if it believes it will not be able to meet any due date;
- (c) **(Deliverables)** must provide the Deliverables in accordance with the Contract and all Laws;
- (d) **(requirements)** must meet, and ensure that the Deliverables meet, the Requirements, and meet or exceed the performance measures specified in the Details (if any);
- (e) **(standards)** must ensure that all Deliverables are of a high quality, professional standard and fit for their usual purpose and any other purpose disclosed by the Customer;
- (f) **(protection)** must protect people and property, avoid unnecessary interference with passage of people and vehicles, and prevent nuisance and unreasonable noise and disturbance;

- (g) (**policies**) must comply with all policies, codes of conduct (including the Supplier Code of Conduct and the Ethical Supplier Threshold), rules, standards and procedures ('policies') which apply to Deliverables and/or the Supplier's obligations under this Contract. If any new policies are introduced, or amendments made to any existing policies, which apply to the Deliverables and/or the Supplier's obligations under this Contract, the Supplier must comply with the new or amended policies. Access to the relevant policies will be provided on request;
- (h) (**best practice principles**) must, and must ensure that its subcontractors fulfil any commitments in relation to the Best Practice Principles made in their respective offers when performing the Contract and providing the Deliverables;
- (i) (**directions**) must comply with all reasonable directions of the Customer in relation to the Supplier's performance of the Contract;
- (j) (**Customer Inputs**) must take care of Customer Inputs, and only use Customer Inputs for the purpose of performing the Contract, to the extent necessary to perform the Contract, and in accordance with the Details. If the Supplier loses or damages any Customer Inputs, the Supplier will, at the election of the Customer, promptly replace such Customer Inputs or pay the Customer the reasonable replacement cost of such Customer Inputs. As between the Supplier and the Customer, the Customer retains all right, title and interest (including all Intellectual Property Rights) in Customer Inputs;
- (k) (**act reasonably**) must act reasonably in exercising all of its rights under the Contract;
- (l) (**cooperation**) must cooperate with the Customer's Personnel and other suppliers to the Customer who provide goods and services relating to the Deliverables;
- (m) (**Laws**) must comply with all Laws and ensure that the Deliverables and use of them by the Customer as contemplated in the Contract will comply with all Laws including but not limited to the *Disability Discrimination Act 1992* (Cth), the *Modern Slavery Act 2018* (Cth) (where applicable to the Supplier) and the *Human Rights Act 2019* (Qld) (where applicable to the Supplier);
- (n) (**records**) must create and maintain records of its performance of this Contract in accordance with usual industry practice for provision of goods and services similar to the Deliverables. The Supplier will give the Customer reasonable access to records on reasonable request;
- (o) (**insurance**) must at its cost, by the start date of this Contract, take out and maintain during the Contract Term the insurances described in the Details, on reasonable commercial terms, with an insurer which, unless otherwise agreed by the Customer, is authorised and licensed to operate in Australia. The Supplier must immediately notify the Customer if any policy is cancelled or there is any significant change in any of those policies. Unless otherwise specified in the Details, the Supplier must maintain run-off insurance for a minimum period of 4 years after the Contract ends or such other period as specified in the Details, for all insurance policies which are maintained on a "claims made" basis.

The Supplier must on request, promptly provide to the Customer a certificate of currency for each policy or such other satisfactory evidence the Customer may reasonably require to demonstrate that the Supplier has in place the insurance

policies required. If the Supplier does not take out or maintain these policies, the Customer may take out those policies and the Supplier will be responsible for the Customer's cost of doing so;

- (p) **(authorisations)** must obtain and maintain the authorisations described in the Details and any other licences, permits, permissions and authorities necessary for the Supplier to perform the Contract. The Supplier must provide evidence that it has complied with this clause, if the Customer asks;
- (q) **(security requirements)** must, if specified in the Details, provide a bank guarantee, performance guarantee or other specified security to guarantee the proper performance of the Supplier's obligations under the Contract. The security must be in a format acceptable to the Customer acting reasonably. The security must meet all additional conditions specified in the Details. The Customer will not have any liability to the Supplier (whether in negligence or otherwise) in connection with the Customer's enforcement of the security;
- (r) **(further assurances)** must do anything and execute any document that the Customer reasonably asks, to give effect to this Contract;
- (s) **(reports)** must provide reports in the timeframe and format specified in the Details and such other reports as and when reasonably requested by the Customer;
- (t) **(competitive neutrality)** must, if the Supplier is a government owned business, local government, or Commonwealth, State or Territory authority, price its offer to comply with the competitive neutrality principles of the Supplier's jurisdiction;
- (u) **(expertise)** warrants that it has the necessary skills and expertise to properly perform the Contract, and all its Personnel performing duties in relation to this Contract are competent and have the necessary skills and expertise to properly perform the duties allocated to them concerning this Contract;
- (v) **(access and inspection)** must, on reasonable prior written notice from the Customer, give the Customer or its nominated agent reasonable access to the Supplier's premises where the Deliverables are being performed or produced, and to Supplier documentation, records and Personnel, to enable the Customer or a third party engaged by the Customer to verify:
 - (i) the completeness and accuracy of information provided by the Supplier in connection with the Contract or the associated Invitation Process; and
 - (ii) the Supplier's compliance with its obligations under the Contract;and must, without limiting the Customer's other rights, promptly address any non-compliances notified by the Customer to the Supplier to rectify;
- (w) **(work health and safety)** without limiting the above, must at all times, comply and ensure that the Supplier's Personnel comply with, all applicable work health and safety Laws and, if requested by the Customer, provide copies of documents recording any work health and safety management system that it implements to comply with those work health and safety Laws. The Supplier must ensure that it and its Personnel do not, at any time, cause the Customer to be in contravention of a work health and safety Law;

- (x) **(modern slavery)** must not, and must take reasonable steps to ensure that its supply chain does not, undertake acts which could constitute an offence involving Modern Slavery;
- (y) **(modern slavery due diligence)**-must implement due diligence procedures for its supply chain to ensure compliance with the *Modern Slavery Act 2018* (Cth), where that Act applies to the Supplier and must ensure its own due diligence obligations under the *Modern Slavery Act 2018* (Cth) are met;
- (z) **(financial viability)** must provide to the Customer or its nominated agent, upon request, all information as the Customer reasonably requires to satisfy itself that the Supplier has the financial capability to meet its obligations under the Contract. The Customer reserves the right to engage an independent financial assessor as a nominated agent to conduct financial viability assessments in relation to the Supplier at reasonable times during the Contract Term. The Supplier is required to co-operate with the independent financial assessor during the conduct of the financial assessment.

6. Terms and conditions specific to Goods and Deliverables

The following terms and conditions apply to the supply of Goods and to Deliverables which the Supplier develops or creates in performing the Services:

- (a) **(condition)** all Goods must be new, unused and of recent origin;
- (b) **(test)** the Supplier must inspect and test all Goods and other Deliverables that will be delivered in a material form to ensure that they comply with the Requirements, before delivery;
- (c) **(manufacturer warranties)** the Supplier must assign any manufacturer's warranty to the Customer, where possible to do so, and must inform the Customer where it is not possible to do so;
- (d) **(delivery)** the Supplier must deliver the Goods or other relevant Deliverables to the Site, in accordance with the Customer's instructions. If the Supplier asks, the Customer will confirm in writing that the Deliverables have been received;
- (e) **(acceptance)** acceptance of the Goods by the Customer does not relieve the Supplier of any of its obligations under the Contract;
- (f) **(packaging)** the Supplier must adequately pack and protect Goods to withstand transit and storage;
- (g) **(rejected Goods)** if the Customer rejects Goods for non-conformity with Requirements, and the Supplier does not repossess the rejected Goods within 30 days of notice of rejection, the Customer may sell or dispose of the Goods, at the Customer's cost. The Customer is under no obligation to pay for rejected Goods and the Supplier will promptly refund any amounts pre-paid for rejected Goods within 10 Business Days of the Customer's rejection;
- (h) **(risk)** risk in Goods and any other Deliverables which are provided in a material form will transfer to the Customer when delivered to the delivery address set out in the Details in accordance with the Customer's delivery instructions;

- (i) **(title)** title in Goods and any other Deliverables which are provided in a material form will transfer on the earlier of the delivery or payment of the applicable Price;
- (j) **(no encumbrance)** the Supplier warrants that the Goods and any other Deliverables will not be subject to any encumbrance or interest, except for an encumbrance or interest which arises by operation of a Law that cannot be excluded by contract; and
- (k) **(associated information)** the Supplier must provide with the Goods any information, data or manuals required for the Customer to use, maintain, repair, install or operate the Goods.

7. Subcontracting and Personnel

7.1. Subcontracting

- (a) The Supplier may only subcontract any part of its obligations under this Contract to subcontractors identified in the Details or with the Customer's prior written consent. The Customer will not unreasonably withhold consent, but may give consent subject to reasonable conditions.
- (b) If the Customer agrees that the Supplier may subcontract its obligations under the Contract, the Supplier must implement an appropriate system of due diligence, designed to ensure the subcontractor takes reasonable steps to reduce the risk of Modern Slavery in the subcontractor's supply chains and in any part of the subcontractor's business. The Supplier must also take reasonable steps to ensure that the subcontractor complies with the Ethical Supplier Threshold.
- (c) The Supplier's use of subcontractors will not transfer responsibility to the subcontractor, nor will it relieve the Supplier from its liabilities and obligations under the Contract.

7.2. Personnel

- (a) **(background checks)** Unless otherwise specified in the Details, prior to permitting any Personnel to be involved in the supply of any Deliverables under the Contract, the Supplier must seek the prior written consent of such Personnel for:
 - (i) the Customer to conduct a criminal history check and/or any other checks required by the Customer and disclose the results to the Supplier; or
 - (ii) the Supplier to conduct and provide to the Customer an original or certified copy of the results of, a criminal history check or any other checks required by the Customer for such Personnel.

If the Supplier is unable to obtain the consent of such Personnel for the purposes of clause 7.2(a), the Supplier must not allow those Personnel to be involved in the supply of any Deliverable under the Contract, unless the Customer otherwise consents.

- (b) **(responsibility)** The Supplier must ensure that its Personnel comply with all the obligations of the Supplier under this Contract, and the Supplier is fully responsible for all acts and omissions of its Personnel, as though they were acts or omissions of the Supplier.

- (c) **(not Customer employees)** The Supplier is not, and Supplier Personnel are not, employees of the Customer.
- (d) **(convictions)** The Supplier must notify the Customer promptly if it becomes aware during the Contract Term that any of its Personnel have been convicted of an indictable offence, whether recorded in Queensland or elsewhere, to the extent permitted by Law.
- (e) **(removal)** if the Customer requires, at its discretion and without having to give reasons, the Supplier must not permit the Personnel to commence performance under the Contract, or if they have commenced, promptly remove them from the Customer's premises and/or the performance of this Contract, and replace them with other Personnel acceptable to the Customer, at no additional cost to the Customer.
- (f) **(industrial relations)** The Supplier must comply with all Laws, applicable awards, collective agreements and industrial relations instruments, including those in relation to collective bargaining and the role of trade unions.

7.3. Key Personnel

In providing the Services the Supplier must:

- (a) ensure that the Key Personnel perform the roles allocated to them in the Details and devote sufficient time to the role they are retained to perform so that their role is performed efficiently, skilfully and in accordance with the Contract;
- (b) promptly provide information reasonably requested by the Customer about any Key Personnel;
- (c) not remove or replace any Key Personnel without the Customer's prior written consent, except for serious illness, incapacity or death;
- (d) promptly notify the Customer if any Key Personnel is unavailable to perform his or her allocated role for any reason; and
- (e) ensure that any replacement Key Personnel have equivalent or superior skills, qualifications and experience, and promptly provide information reasonably requested about any Key Personnel or proposed replacement Key Personnel, including by providing the curriculum vitae for each relevant individual.

The Customer may reject any proposed replacement Key Personnel, in which case the Supplier must promptly propose an alternative.

8. Price

8.1. Pricing all inclusive

Unless otherwise stated in the Details, the Price is to be provided in Australian dollars, inclusive of all charges, expenses and overheads, and all taxes and duties, except for GST. If this Contract requires the Supplier to do or provide anything, and there is no separate Price for performing that obligation and no express right of the Supplier to charge the Customer an additional cost for performing that obligation, the Supplier will comply with the obligation at no additional cost. The Supplier must not invoice the Customer, and the Customer is not required to pay, any amount except for the Price.

8.2. Expenses

The Customer will not reimburse any travel or accommodation expenses except where:

- (a) the Customer requests that the Supplier travel away from the agreed service location;
- (b) the Supplier complies with the Customer's travel policy (a copy of which will be provided on request) or other reasonable directions in relation to travel;
- (c) the Customer has approved the expenses in writing before they are incurred; and
- (d) the Supplier provides satisfactory evidence of payment.

8.3. Price review

The Supplier may review the Prices in accordance with any Price review mechanism in the Details. No other Price change or new Price will be effective unless the Customer agrees in writing.

9. Invoicing and payment

The Supplier may invoice the Customer at the times and, where applicable, in the amounts set out in the Details. The invoice must be a Correctly Rendered Tax Invoice.

The Customer is not required to pay any invoice that does not comply with this clause.

Unless expressly stated otherwise in the Details, the Supplier may not:

- (a) invoice the Customer (and the Customer is not required to pay) for Deliverables until the relevant Deliverables have been provided, and the Deliverables meet the Requirements; or
- (b) charge or pass through any fees, costs or charges associated with a payment method.

The Customer will pay each Correctly Rendered Tax Invoice within 30 days of receipt, except where a government policy applies which prescribes a different payment period (such as the Queensland Government On-time Payment Policy, which requires payment of eligible invoices to small business suppliers within 20 days).

The Customer may set off any amounts payable by the Supplier to the Customer against amounts payable to the Supplier by the Customer. If the moneys payable to the Supplier are insufficient to discharge the amounts payable by the Supplier to the Customer, the Customer may have recourse to any security provided in accordance with clause 5(q). Nothing in this clause will affect the Customer's right to recover from the Supplier the whole amount owing by the Supplier to the Customer or any balance that remains owing after set off.

The Customer may withhold payment of any amount which it disputes in good faith, until the dispute is resolved and it is determined that the amount is payable.

10. GST

- (a) **(construction)** In this clause 10, words and expressions which have a defined meaning in GST Law have the same meaning as in the GST Law.
- (b) **(GST exclusive)** Unless expressly stated, all moneys or other sums payable or consideration to be provided under this Contract are exclusive of GST.

- (c) (**payment of GST**) If GST is payable on any supply made under this Contract, the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time that the consideration for the supply is to be provided under this Contract.
- (d) (**tax invoice**) The supplier must deliver a Correctly Rendered Tax Invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 10(c). The recipient can withhold payment of the amount until the supplier provides a Correctly Rendered Tax Invoice or adjustment note as appropriate.
- (e) (**adjustment event**) If an adjustment event arises in respect of a taxable supply made by a supplier under this Contract, the amount payable by the recipient under clause 10(c) will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.
- (f) (**reimbursements**) Where a party is required under this Contract to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
 - (i) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
 - (ii) if the payment or reimbursement is subject to GST, an amount equal to that GST.

11. Liability

- (a) (**contribution**) Neither party will be liable to the other, whether in contract, tort (including negligence) or otherwise in connection with the Contract, for loss or damage to the extent that the other party contributed to the loss or damage.
- (b) (**consequential loss**) Subject to clause 11(d), to the extent permitted by Law, neither party will be liable to the other party for any Consequential Loss suffered or incurred by the other party whether in contract, tort (including negligence) or otherwise in connection with the Contract.
- (c) (**cap/s on liability**) The maximum aggregate liability of a party to the other party, whether in contract, tort (including negligence) or otherwise in connection with the Contract, is limited to the amount of the cap/s on liability in the Details. If no cap on liability is specified in the Details, the party's liability is not limited by the Contract.
- (d) (**no limitation**) The exclusion of liability for Consequential Loss in clause 11(b) and the cap/s on liability in clause 11(c) do not apply to liability in relation to:
 - (i) personal injury, including sickness, injury or death;
 - (ii) loss of, or damage to, tangible property;
 - (iii) Intellectual Property Rights or Moral Rights infringement;
 - (iv) any breach by the Supplier or its Personnel of any obligation under clause 16 (confidentiality) or clause 17 (privacy); or

- (v) an indemnity,
and any payments in relation to those forms of liability will not deplete the cap on liability.
- (e) **(mitigation)** A party who suffers loss or damage must mitigate its loss. The other party will not be responsible for any loss, damage or expenses to the extent that the injured party could have avoided or reduced the amount of the loss, damage or expense, by taking reasonable steps to mitigate its loss.
- (f) **(binding scheme)** Despite any other condition of the Contract, the Supplier's liability under the Contract is limited to the extent necessary to comply with a scheme that is in force and applies to the Supplier under the *Professional Standards Act 2004* (Qld) as specified in the Details.

12. Indemnity

The Supplier releases, discharges and indemnifies the Customer and its Personnel from and against any Claim that may be brought against or made upon or incurred by any of them whether in contract, tort (including negligence) or otherwise, in connection with any:

- (a) failure to comply with applicable Law by the Supplier or its Personnel;
 - (b) Wilful Default or Wilful Misconduct by the Supplier or its Personnel;
 - (c) Claim of Intellectual Property Rights or Moral Rights infringement relating to this Contract or the Deliverables;
 - (d) breach by the Supplier or its Personnel of any obligation under clause 16 (confidentiality) or clause 17 (privacy);
 - (e) breach of any warranty given in this Contract; or
 - (f) Claim by a third party arising out of any negligent act or omission of the Supplier or its Personnel in the performance of the Supplier's obligations under the Contract,
- except to the extent that the Customer or its Personnel caused or contributed to the Claim.

13. Reliable Information

- (a) The Supplier is responsible for making its own investigation and assessment about all matters relevant to the Contract, including the Requirements, the accuracy of all information and documents provided by or on behalf of the Customer, and all other matters relevant to the Supplier's decision to enter the Contract, and will not have any Claim against the Customer if any information or documents provided by the Customer is incomplete, inaccurate, out of date or misleading in any way.
- (b) The Supplier may only rely on Reliable Information, and only for the nominated purpose and nominated validity period.
- (c) The Customer must inform the Supplier if it becomes aware of any material inaccuracies or omissions in any information provided to the Supplier, including Reliable Information.

14. Intellectual Property Rights

14.1. Existing Intellectual Property Rights

- (a) Each party retains all its Intellectual Property Rights which existed at the Contract start date, or which are developed independently of the Contract.
- (b) The Supplier grants (and must ensure that relevant third parties grant) the Customer an irrevocable, unconditional (subject to this clause), perpetual, royalty-free, non-exclusive, worldwide, transferable and sublicensable licence to exercise all such Intellectual Property Rights which are incorporated into any Goods, Services and Deliverables provided to a Customer under the Contract, for any purpose of the Customer, as part of those Goods, Services and Deliverables and future development of those Goods, Services and Deliverables.

14.2. New Intellectual Property Rights

Subject to clause 15 (Customer Data), new Intellectual Property Rights created or developed in performing the Contract will be owned by the party specified in the Details and if no party is specified, will be owned by the Customer.

If the Customer owns the new Intellectual Property Rights, the Customer grants the Supplier:

- (a) if specified in the Details, an irrevocable, unconditional (subject to this clause), perpetual, royalty-free, non-exclusive, worldwide, transferable and sub-licensable licence to exercise all such newly developed Intellectual Property Rights, for any purpose, including commercial purposes, subject to the Supplier removing any of the Customer's Confidential Information, Customer Data and Personal Information incorporated or otherwise contained in the material incorporating the new Intellectual Property Rights prior to exercising its rights under this clause and the Supplier must confirm to the Customer when this has been done; or
- (b) such other licence as specified in the Details.

If the Details specify no licence is granted to the Supplier, or the Details do not specify, no licence is granted to the Supplier in relation to the new Intellectual Property Rights.

If the Supplier owns the new Intellectual Property Rights, the Supplier grants (and must ensure that relevant third parties grant) the Customer an irrevocable, unconditional (subject to this clause), perpetual, royalty-free, non-exclusive, worldwide, transferable and sub-licensable licence to exercise all such newly developed Intellectual Property Rights, for any purpose of the Customer, as part of those Deliverables, and future development of those Deliverables.

14.3. Warranty of authorisation

The Supplier warrants that it is authorised to grant the rights in this clause.

The Supplier warrants that the Deliverables and the use of the Deliverables as permitted by this Contract will not infringe the Intellectual Property Rights or Moral Rights of any person.

15. Customer Data

The ownership of Customer Data, including any Intellectual Property Rights in Customer Data, will vest in the Customer on creation. The Supplier has no right, title or interest in

Customer Data except as specified in this clause. The Supplier must not use, access, modify or disclose Customer Data to any person except to its Personnel or to others as specified in the Contract on a need to know basis to perform the Contract and in accordance with all Laws.

The Supplier must comply with clauses 16 and 17 and all applicable Laws in relation to Customer Data which is Confidential Information or Personal Information. The Supplier must provide reasonable assistance to the Customer on request to enable the Customer to comply with Laws, policies and standards applicable to the Customer in relation to Customer Data including (without limitation) identification, labelling, searching, reporting, copying, retrieval and modification of Customer Data in relation to Confidential Information or Personal Information, public records, right to information and information standards.

16. Confidentiality

- (a) Each party will keep confidential all Confidential Information which it obtains from the Discloser, or creates in relation to the Contract, not use it except for the purposes of the Contract, and not disclose it except to its Personnel on a need to know basis for the purpose of performing its obligations under the Contract, or with the Discloser's consent, or to the extent required by Law, or to its professional advisors, or in the case of the Customer:
 - (i) to a Minister, their advisors or Parliament; or
 - (ii) as required under the Right to Information Act or the Information Privacy Act.
- (b) The Customer may publish information about the Contract on the Government's contract directory, where required or recommended by Government procurement policy.
- (c) Where the Recipient discloses the Confidential Information to a third party as permitted under this Contract (other than disclosure by the Customer as set out in clause 16(a)(i) and (ii)), the Recipient must inform the third party of the confidential nature of the Confidential Information, and will be responsible for all use and disclosure of the Confidential Information by the Recipient's Personnel and professional advisors.
- (d) If the Customer requests, the Supplier must obtain from its Personnel a signed confidentiality deed in a form acceptable to the Customer.
- (e) If requested by the Customer, on termination or expiry of the Contract, the Supplier must, at the Customer's option, promptly:
 - (i) return; or
 - (ii) destroy,

all Customer Data, Confidential Information and Personal Information of the Customer, and a copy of all documents and records created by the Supplier in the performance of the Contract. The Supplier must provide written confirmation to the Customer when this has been done. Unless otherwise directed by the Customer, these obligations do not apply to any computer records or files which have been created pursuant to automatic archiving or back-up procedures on secured central storage servers and which cannot be reasonably deleted.

- (f) Notwithstanding (e), the Supplier may retain a copy of any Confidential Information of the Customer to the extent required by Law, or for the Supplier's reasonable internal credit, risk, insurance, legal and professional responsibilities.

17. Privacy

- (a) If the Supplier collects or has access to Personal Information in order to perform the Contract, when performing this Contract the Supplier must
- (i) if the Customer is an 'agency' for the Information Privacy Act, other than for chapter 3 of the Information Privacy Act – comply with those parts of Chapter 2 of the Information Privacy Act which are applicable to the Customer, as if the Supplier were the Customer; or
 - (ii) otherwise – comply with the Australian Privacy Principles in the Privacy Act.
- (b) The Supplier must:
- (i) ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
 - (ii) not use Personal Information collected or accessed in connection with the Contract other than for the purpose of performing its obligations under the Contract;
 - (iii) not disclose Personal Information without the prior written consent of the Customer, unless required or authorised by Law;
 - (iv) not transfer any Personal Information collected or accessed in connection with the Contract, outside of Australia, except:
 - A with the prior written consent of the Customer; or
 - B where the Personal Information is about the Customer's ordering officer or other personnel which is provided in connection with account management purposes or service delivery management under the Contract;
 - (v) ensure that access to Personal Information is restricted to those of its Personnel who require access in order to perform their duties under this Contract;
 - (vi) ensure that its Personnel are aware of the Supplier's obligations under this clause and comply with the same obligations imposed on the Supplier under this clause;
 - (vii) immediately notify the Customer if:
 - A it will need to take any action under Part IIIC (Notification of eligible data breaches) of the Privacy Act;
 - B it becomes aware that a disclosure of Personal Information is, or may be, required by Law; or
 - C any Law prevents, or may prevent, the Supplier from complying with any of its obligations under this clause;
 - (viii) if the Customer requests, obtain from its Personnel a signed privacy deed in a form acceptable to the Customer;

- (ix) fully cooperate with the Customer to enable the Customer to respond to applications for access to, or amendment of, a document containing a person's Personal Information and to privacy complaints;
 - (x) comply with such other privacy measures as the Customer reasonably advises the Supplier in writing from time to time; and
 - (xi) immediately notify the Customer upon becoming aware of:
 - A any breach of this clause or
 - B any unauthorised access, use, modification, disclosure or other misuse of any Personal Information collected or accessed in connection with the Contract.
- (c) Nothing in this clause 17 is intended to limit any obligation of the Supplier under the Information Privacy Act or Privacy Act (as applicable).

18. Warranties

18.1. Anti-competitive conduct

The Supplier warrants that neither it, nor, to the best of its knowledge and belief, having made reasonable enquiries, its Personnel, have engaged in, or will engage in, any collusive, anti-competitive or similar conduct in connection with the Contract, any associated Invitation Process or any actual or potential contract with any entity for goods and services similar to the Goods and Services. In addition to any other remedies available to it under Law or contract, the Customer may, in its absolute discretion, immediately terminate the Contract if it believes the Supplier has engaged in collusive or anti-competitive conduct.

18.2. Conflict of Interest

The Supplier warrants that it and, to the best of its knowledge and belief, having made reasonable enquiries, its Personnel, do not have a Conflict of Interest in the performance of the Contract, except as disclosed in the Details and which has been and can continue to be appropriately resolved to the satisfaction of the Customer.

If the Customer requests, the Supplier must obtain from its Personnel a signed conflict of interest declaration in a form acceptable to the Customer.

If a Conflict of Interest or risk of it arises during the Contract Term, the Supplier must notify the Customer immediately. Upon receipt of such a notice, or upon the Customer otherwise identifying a Conflict of Interest or a risk of it, the Customer may, without limiting its rights under clause 20, direct the Supplier as to how to resolve the Conflict of Interest and the Supplier must comply with any reasonable direction given.

18.3. Criminal organisation

The Supplier warrants that the Supplier and, to the best of its knowledge and belief, having made reasonable enquiries, its Personnel, have not been convicted of an offence under the Criminal Code in the *Criminal Code Act 1899* (Qld) where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of the Criminal Code.

18.4. Supplier Information

The Supplier warrants that all representations, warranties, declarations, statements, information and documents made or provided by the Supplier (including its representatives) in connection with the Contract or the associated Invitation Process (Supplier Information) are complete, accurate, up to date and not misleading in any way. The Supplier acknowledges that the Customer is relying on the information provided by the Supplier and acknowledges that the Customer may suffer damage if any of the information referred to in this clause is incomplete, inaccurate, out of date or misleading in any way.

18.5. Modern Slavery

The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made reasonable enquiries, its supply chain, have not been convicted of any offence involving Modern Slavery.

The Supplier must immediately notify the Customer if it becomes aware of any actual, potential or perceived Modern Slavery in its operation or its supply chain.

The Supplier warrants that it and its supply chain will conduct their business in a manner so as to reduce the risk of Modern Slavery in their operations and supply chains.

18.6. Warranties are ongoing

The warranties in this clause are provided as at the date of the Contract and on an ongoing basis. The Supplier warrants that it will immediately notify the Customer if it becomes aware that any warranty made in this clause 18:

- (a) was inaccurate, incomplete, out of date or misleading in any way when made, or
- (b) becomes inaccurate, incomplete, out of date or misleading in any way.

19. Where Requirements not met

If any Requirements for Goods or Services are not met, the Supplier must promptly (at the Customer's option):

- (a) refund to the Customer any monies paid for the relevant Goods or Services; or
- (b) resupply the relevant Goods, or re-perform the relevant Services, so that the Goods and or Services comply with the Requirements.

This does not limit the Customer's other rights or the Supplier's responsibility if there is any non-compliance with the Contract, and the Customer may exercise any other right or remedy that it has under this Contract or otherwise

If the Supplier fails to comply with its obligations under this clause, the Customer may have the Goods supplied or Services performed by others, and the Supplier must pay to the Customer on demand any costs incurred by the Customer in doing so.

20. Termination or Suspension

20.1. For cause – by Customer

The Customer may terminate the Contract in whole or in part immediately on written notice if:

- (a) the Customer is satisfied that the Supplier has breached any warranty in this Contract;
- (b) a Conflict of Interest exists or arises and has not been, or in the Customer's view cannot be, appropriately resolved to the Customer's satisfaction;
- (c) the Supplier ceases business or indicates that it is unable or unwilling to complete the Contract;
- (d) the Supplier breaches the Contract and the breach cannot be remedied, or the breach can be remedied but the Supplier has not remedied the breach within a reasonable period nominated by the Customer in its written notice to remedy; or
- (e) the Supplier is or becomes Insolvent except if the stay on enforcing rights under Part 5.1 of the *Corporations Act 2001* (Cth) applies.

Without limiting any other rights or remedies the Customer may have, if the Customer terminates under this clause 20.1, the Supplier must pay or reimburse the Customer's reasonable costs of obtaining replacement Deliverables or arranging for another supplier to complete the Contract.

20.2. Show Cause – Supplier Code of Conduct or Ethical Supplier Threshold

Where the Customer reasonably suspects that the Supplier is not complying with the Supplier Code of Conduct or the Ethical Supplier Threshold, the Customer may by notice require the Supplier to show cause, by the date specified in the notice (which must not be less than 10 Business Days), why the Customer should not terminate the Contract.

If the Supplier fails to show reasonable cause by the date specified by the Customer, then the Customer may, by notice in writing to the Supplier, terminate the Contract.

20.3. For cause – by Supplier

The Supplier may terminate the Contract immediately on written notice only if the Customer has not paid any amount which is undisputed and properly payable, the Supplier has notified the Customer of the outstanding amount stating that it will terminate the Contract if the Customer does not pay such amount within a reasonable time set out in the notice, and the reasonable time expires without the Customer disputing the amount or making payment.

20.4. For convenience

The Customer may terminate the Contract in its absolute discretion without giving reasons by giving at least 30 days' written notice. If the Customer does so, the Customer will pay the Supplier for the work performed and Deliverables supplied but not yet invoiced, which it can substantiate to the Customer, on a pro rata basis, and the Supplier's reasonable and documented expenses directly relating to the termination.

The Customer will have no other liability to the Supplier relating to the termination under this clause 20.4. In no case will the compensation payable as a consequence of termination by the Customer under this clause exceed the Price that would have been payable if the Contract had not been terminated. The Supplier must comply with any directions given by the Customer in the notice in connection with the termination and must take reasonable steps to minimise its expenses relating to the termination.

20.5. If a Contract is under a SOA

- (a) If this Contract is entered pursuant to a SOA the Customer may terminate the Contract for cause immediately on written notice to the Supplier if:
 - (i) the Principal is entitled to terminate the SOA or
 - (ii) any customer (including the Customer) is entitled to terminate for cause any other contract entered under the SOA.
- (b) Unless otherwise specified in the Details, all the terms and conditions of this Contract (including this clause) will survive termination or expiry of the SOA, for any reason.

20.6. Suspension

In addition to the Customer's termination rights, the Customer may suspend the Contract in whole or part immediately on written notice to the Supplier for the period specified in the notice in its absolute discretion, or in any circumstances when it is entitled to terminate under this clause 20. The Customer may end the suspension on written notice. The Supplier will promptly re-commence performance after receiving the Customer's notice ending the suspension.

If the Customer suspends the Contract for any reason which is not due to the act, default or omission of the Supplier, the Customer will pay the Supplier's reasonable and documented expenses directly resulting from the suspension. The Customer will have no other liability to the Supplier relating to the suspension. The Supplier must take reasonable steps to minimise its expenses relating to the suspension.

The Customer may suspend payments under the Contract during any period that the Supplier is in breach of the Contract.

20.7. Consequences

Termination or suspension of the Contract will not affect the accrued rights and remedies of the parties prior to termination or suspension.

In no case will the compensation payable as a consequence of termination or suspension (for any reason) exceed the Price that would have been payable if the Contract had not been terminated.

20.8. Transition Out

The Customer may request the Supplier to assist with transition out at any time before the expiry of the Contract or after receiving or issuing a notice of termination under this clause 20. Upon receiving such a request, the Supplier must provide all services reasonably necessary to effect transition out, as requested by the Customer (**transition out services**). Transition out services may include:

- (a) transferring data and documentation to the Customer or a third party as the Customer directs;
- (b) continued provision of the Deliverables after the Contract ends; and
- (c) any other services agreed in writing between the Supplier and the Customer.

If this Contract is terminated under clause 20.1 or clause 20.2, the Supplier will bear its own costs of providing the transition out services. Otherwise, the costs of providing the transition out services are to be agreed between the parties.

Unless otherwise agreed in writing, the Supplier must provide the transition out services to the Customer for a period of 3 months before, and 6 months after the effective date of termination or expiry.

21. Assignment and novation

The Supplier may not assign, transfer or novate any of its rights or obligations under the Contract without the Customer's prior written consent. The Supplier acknowledges that the Customer may conduct financial or other inquiries or checks on the entity proposing to take over the Contract before determining whether or not to give consent to the assignment or novation.

The Customer may assign, transfer or novate any of its rights or obligations under the Contract:

- (a) on written notice to the Supplier, in connection with a Machinery of Government Change; and
- (b) in all other cases, with the Supplier's prior written consent.

Both parties will act reasonably in considering a request by the other party to assign, transfer or novate the Contract.

For clarity, transfer of the Customer's rights and obligations within the same legal entity is not an assignment.

The Contract is for the benefit of and will bind the parties and their successors and permitted assigns.

22. General

The parties agree that:

- (a) **(communication)** they will direct all communications (other than notices addressed at Clause 22(b)) relating to the Contract to the other party's nominated contact person in the Details, or to another person if the other party directs.
- (b) **(notices)** they will send all notices relating to the Contract to the other party at the address listed in the Details, with a copy to the nominated contact person in the Details (or as updated under clause 22(e)). Notices will be deemed to be given in accordance with Part C of the Definitions and Interpretations (version 3.1 – published February 2023), which is available via www.forqov.qld.gov.au/general-goods-and-services-templates.

- (c) **(no advertising)** the Supplier will not and must ensure that its Personnel do not, make any public announcement or advertisement in any medium in relation to the Contract without the consent of the Customer.
- (d) **(disputes)** they will not bring any court proceedings relating to this Contract (except urgent interlocutory proceedings) without first attempting to resolve the dispute by negotiation.
- (e) **(variation)** the Contract may only be varied by written agreement of authorised representatives of the parties, except that the Customer may unilaterally vary the Contract by notice to the Supplier when reasonably required as a result of changes in Government policy.
- (f) **(entire agreement)** this Contract sets out all the parties' rights and obligations relating to the subject matter of the Contract, and it replaces all earlier representations, statements, agreements and understandings except as stated otherwise in this Contract. No other terms apply.
- (g) **(severability)** if any part of this Contract is invalid, unlawful or unenforceable, the invalid, unlawful or unenforceable part of the Contract (and any parts of the Contract which are dependent on those parts) will not apply but the other parts of the Contract will not be affected.
- (h) **(waiver)** clauses and rights in this Contract can only be waived in writing signed by the waiving party. Failure or delay of a party in exercising a right under the Contract does not waive the party's rights. A waiver will only waive the particular rights in the particular circumstances and will not waive any other rights, or the same rights in other circumstances.
- (i) **(relationship)** their relationship is of Customer and Supplier. This Contract does not create any partnership, joint venture, agency or employment relationship. The Supplier must not represent itself or allow anyone else to represent that the Supplier is a partner, joint venturer, agent, officer or employee of the Customer.
- (j) **(exclude implied terms)** the *Sale of Goods (Vienna Convention) Act 1986* (Qld) does not apply, to the extent that the parties are permitted by Law to exclude it.
- (k) **(survival)** clauses 1.2, 1.3, 5(o), 10, 11, 12, 14, 15, 16, 17, 20.7, 20.8 and 22(d), 22(k) and any other clauses which are expressed to survive or by its nature survives, will survive termination or expiry of the Contract for any reason.
- (l) **(costs)** each party will bear its own costs in relation to the preparation, negotiation and execution of the Contract and any variations.

Irrelevant

From: Mike Kaiser
Sent: Wednesday, 20 December 2023 1:07 PM
To: Libby Gregoric
Subject: Refresh

Libby,

Here's a brief ToR/ Scope for the "refresh" (– ie not a review.)

The objective to is strengthen DPC's ability to play its role as an empowered and influential central agency.

To meet this objective DPC will adopt an operating model consisting of the following elements:

- **Policy – core business:** meeting the requirement of the weekly Cabinet cycle, e.g. briefings and advancing the Premier's submissions.
- **Policy – Reform:** the development of future-focussed, evidence based policy propositions, particularly in circumstances where the topic spans the responsibility of multiple agencies or is beyond the capability of a single agency e.g. "Early Years".
- **Service Delivery Improvement:** improving service delivery within existing resources; process improvement; implementation of policy initiatives; evaluation of existing programs; and conducting targeted service improvement experiments based on predetermined hypotheses, particularly in circumstances where the topic spans the responsibility of multiple agencies or is beyond the capability of a single agency
- **Communications – internal** to inform team members and to strengthen culture; **external** to manage agencies paid advertising and build social licence for government approaches particularly in circumstances where the topic spans the responsibility of multiple agencies or is beyond the capability of a single agency.
- **Governance –** maintaining relationships with external institutions such as the Governor, parliament, Integrity Commission, etc
- **Corporate –** to support the department to meet its objectives through sound financial and people management

These operating elements do not necessarily relate directly to structure, but team members should clearly understand which part of the operating model they contribute to in their role, or in each part of their role if their role spans multiple operating model elements.

Irrelevant is prepatred to help and would be available 8 January. Given that's a little way off there's no reason we shouldn't get started and give consideraytion between oiuerselves, Filly and Jess how we could get there.

Irrelevant role then might just be to critique something we've arrived at. Let's see how far we get.

Feel free to reach out to him – Irrelevant

Talk soon.



Mike Kaiser
A/Director-General
Department of the Premier and Cabinet

M Irrelevant
mike.kaiser@premiers.qld.gov.au
1 William Street, Brisbane QLD 4000

Released under RTI - DPC

Irrelevant

From: Director General DPC <Director.General@premiers.qld.gov.au>
Sent: Friday, 8 September 2023 12:10 PM
To: Director General DPC; Filly Morgan; Michael Carey; Graham Fraine; Ben Gordon
Cc: Director General DPC; Jemma Baker; Sharlene Larsen; Courtney Carey
Subject: ELT Monday 11 Sep 2023 *Meeting Papers*
Attachments: ELT Agenda - 11 September 2023.DOCX; Item 2 - Consultancies Reporting.DOCX;

Irrelevant

Dear ELT

Please see attached meeting papers for Monday 11 September ELT Meeting scheduled 3:00pm – 3:30pm.

Kind regards



Queensland
Government

Keirily Neal
Executive Officer
Part-time: Wed, Thur & Fri
Office of the Director-General
Department of the Premier and Cabinet

P 07 3003 9390 E keirily.neal@premiers.qld.gov.au
Level 40, 1 William Street, Brisbane QLD 4000



Executive Leadership Team

AGENDA

Department of the Premier and Cabinet

Date	Monday 11 September 2023
Time	3:00pm – 3:30pm
Location	Director-General's Office, Level 40, 1 William Street
Apologies	

Agenda item		Discussion leader(s)
Irrelevant		
Item 2 3:02pm (3 mins)	Standing item: - <i>Consultancies – upcoming & engagements in progress (report attached)</i>	All

Irrelevant		
------------	--	--

ELT Contracts Reporting

DIVISION NAME: Brisbane 2032

ELT MEETING DATE: 11/9/2023

Contracts entered into since last ELT meeting: Nil

Supplier Name	Main deliverables under contract	Total contract value (incl GST)	Contract Start Date	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Was an exemption sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	Were departures from government terms agreed to? Y/N	How has knowledge transfer been considered?

Upcoming Engagements (next 2 months)

Supplier Name	Main deliverables under contract	Estimated contract value (incl GST)	Proposed Contract Start Date	Has the procurement process commenced	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Will an exemption be sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	How has knowledge transfer been considered?
Irrelevant						No			

ELT Contracts Reporting

DIVISION NAME: The Cabinet Office

ELT MEETING DATE: 11/09/2023

Contracts entered into since last ELT meeting: Nil

Supplier Name	Main deliverables under contract	Total contract value (incl GST)	Contract Start Date	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Was an exemption sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	Were departures from government terms agreed to? Y/N	How has knowledge transfer been considered?

Upcoming Engagements (next 2 months): Nil

Supplier Name	Main deliverables under contract	Estimated contract value (incl GST)	Proposed Contract Start Date	Has the procurement process commenced	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Will an exemption be sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	How has knowledge transfer been considered?

ELT Contracts Reporting

DIVISION NAME: G&E People & Services

ELT MEETING DATE: 11/09/2023

Contracts entered into since last ELT meeting

Supplier Name	Main deliverables under contract	Total contract value (incl GST)	Contract Start Date	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Was an exemption sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	Were departures from government terms agreed to? Y/N	How has knowledge transfer been considered?
Irrelevant					No				
					No				
					No				

Released under DPC

ELT Contracts Reporting

Upcoming Engagements (next 2 months)

Supplier Name	Main deliverables under contract	Estimated contract value (incl GST)	Proposed Contract Start Date	Has the procurement process commenced	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Will an exemption be sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	How has knowledge transfer been considered?
Irrelevant						No			
						No			
						No			
						No			
						No			
						No			
						No			

Released under RIA/2013/0140

Irrelevant

From: Director General DPC
Sent: Friday, 15 September 2023 5:36 PM
To: Graham Fraine; Filly Morgan; Michael Carey; Ben Gordon
Cc: Theresa Faulkner; Jemma Baker; Kerri Allan; Sharlene Larsen; Allison Woolley; Director General DPC
Subject: *ELT Meeting Papers* Monday 18 September
Attachments: ELT Agenda - 18 September 2023.DOCX; Item 3.1 - Consultancies Reporting.docx;

Irrelevant

Categories: FIONA

Dear ELT

Please see attached ELT Meeting Papers for 3pm Monday 18 September.

Kind regards



Queensland
Government

Keirily Neal
Executive Officer
Part-time: Wed, Thur & Fri
Office of the Director-General
Department of the Premier and Cabinet
P 07 3003 9390 E keirily.neal@premiers.qld.gov.au
Level 40, 1 William Street, Brisbane QLD 4000



Executive Leadership Team

AGENDA

Department of the Premier and Cabinet

Date	Monday 18 September 2023
Time	3:00pm – 3:30pm
Location	Director-General's Office, Level 40, 1 William Street
Apologies	

Agenda item	Discussion leader(s)
-------------	----------------------

Irrelevant	
------------	--

Item 3 3:05pm (5 mins)	Standing items: 3.1 <i>Consultancies – upcoming & in progress (report)</i> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Irrelevant</div>	Executive Leadership Team
-------------------------------------	---	---------------------------

Irrelevant	
------------	--

**Item 3:
ELT Contracts Reporting**

DIVISION NAME: The Cabinet Office

ELT MEETING DATE: 18 September 2023

Contracts entered into since last ELT meeting: NIL

Upcoming Engagements (next 2 months)

Supplier Name	Main deliverables under contract	Estimated contract value (incl GST)	Proposed Contract Start Date	Has the procurement process commenced	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Will an exemption be sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	How has knowledge transfer been considered?
TBC	<p>Scope and support enhanced coordination of youth justice, early intervention and prevention services in Toowoomba, including consideration of a youth hub. This will include:</p> <ul style="list-style-type: none"> ▪ Supporting community engagement with Government, ▪ Undertaking initial service mapping ▪ Producing a clear action plan for integrated service responses ▪ Providing for capability development for Government staff, <p>Producing a suite of practical resources for future use</p>	\$35k	18/9/23	Yes	Yes	Yes	Yes	Limited (1 Supplier)	Capability development included as an element of contract

Item 3: ELT Contracts Reporting

DIVISION NAME: Governance and Engagement

ELT MEETING DATE: 18 September 2023

Contracts entered into since last ELT meeting:

Supplier Name	Main deliverables under contract	Total contract value (incl GST)	Contract Start Date	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Was an exemption sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	Were departures from government terms agreed to? Y/N	How has knowledge transfer been considered?	
Irrelevant					No					

Upcoming Engagements (next 2 months)

Supplier Name	Main deliverables under contract	Estimated contract value (incl GST)	Proposed Contract Start Date	Has the procurement process commenced	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Will an exemption be sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	How has knowledge transfer been considered?	
Irrelevant						No				
						No				
						No				
						No				
						No				
						No				
						No				

**Item 3:
ELT Contracts Reporting**

DIVISION NAME: Brisbane 2032

ELT MEETING DATE: 18 September 2023

Contracts entered into since last ELT meeting: Advice not provided

Upcoming Engagements (next 2 months): Advice not provided

Released under RTI - DPC

Irrelevant

From: Director General DPC
Sent: Monday, 25 September 2023 10:27 AM
To: Michael Carey; Graham Fraine; Filly Morgan; Ben Gordon
Cc: Jemma Baker; Allison Woolley; Courtney Carey; Director General DPC; Sharlene Larsen; Kerri Allan; Alice Hannay; Allison Woolley
Subject: *ELT Meeting Papers* Monday 25 September 2023
Attachments: ELT Agenda - 25 September 2023.DOCX; Item 3.1 - Consultancies Reporting 25.09.2023.DOCX; Irrelevant

Dear ELT

Please see attached ELT Meeting Papers for 3:00pm Monday 25 September.

Kind regards



Queensland
Government

Keirily Neal
Executive Officer
Part-time: Wed, Thur & Fri
Office of the Director-General
Department of the Premier and Cabinet

P 07 3003 9390 E keirily.neal@premiers.qld.gov.au
Level 40, 1 William Street, Brisbane QLD 4000



Executive Leadership Team

AGENDA

Department of the Premier and Cabinet

Date	Monday 25 September 2023
Time	3:00pm – 3:30pm
Location	Director-General's Office, Level 40, 1 William Street
Apologies	Rachel Hunter, Director-General

Agenda item	Discussion leader(s)
-------------	----------------------

Irrelevant		
------------	--	--

Item 3 3:05pm (10 mins)	Standing items: 3.1 <i>Consultancies – upcoming & in progress (report)</i> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Irrelevant</div>	Executive Leadership Team
--------------------------------------	---	---------------------------

Irrelevant		
------------	--	--

**Item 3.1
ELT Contracts Reporting**

DIVISION NAME: Brisbane 2032

ELT MEETING DATE: 25/09/2023

Contracts entered into since last ELT meeting: Nil

Supplier Name	Main deliverables under contract	Total contract value (incl GST)	Contract Start Date	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Was an exemption sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	Were departures from government terms agreed to? Y/N	How has knowledge transfer been considered?
NIL									

Upcoming Engagements (next 2 months)

Supplier Name	Main deliverables under contract	Estimated contract value (incl GST)	Proposed Contract Start Date	Has the procurement process commenced	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Will an exemption be sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	How has knowledge transfer been considered?
Irrelevant						No			

Item 3.1 ELT Contracts Reporting

DIVISION NAME: The Cabinet Office

ELT MEETING DATE: 25/09/2023

Contracts entered into since last ELT meeting:

Supplier Name	Main deliverables under contract	Total contract value (incl GST)	Contract Start Date	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Was an exemption sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	Were departures from government terms agreed to? Y/N	How has knowledge transfer been considered?
Irrelevant					No				

Upcoming Engagements (next 2 months) – Youth Justice Reform Monitoring and Evaluation Project

Supplier Name	Main deliverables under contract	Estimated contract value (incl GST)	Proposed Contract Start Date	Has the procurement process commenced	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Will an exemption be sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	How has knowledge transfer been considered?
TBC Irrelevant	Youth Justice Reform Monitoring and Evaluation framework Meta analysis of evaluations focused on youth justice	TBC – total approx. \$600,000	TBC – anticipated October 2023 start date	Yes	No	Yes	No	Limited (1 Supplier)	Engagement includes knowledge transfer elements i.e., evaluation plan, resourcing plan, evaluability assessments etc.

**Item 3.1
ELT Contracts Reporting**

	initiatives and programs								
TBC	Expedited evaluations of priority YJ initiatives and programs	TBC – total approx. \$300,000	TBC – anticipated October 2023 start date	Yes	No	Yes	No	Limited (1 Supplier)	Engagement includes knowledge transfer elements i.e., prioritisation evaluation criteria, process, economic and outcome evaluation methodologies.
Irrelevant									

Released under RTI - DPC

**Item 3.1
ELT Contracts Reporting**

DIVISION NAME: G&E People & Services

ELT MEETING DATE: 25/09/2023

Contracts entered into since last ELT meeting: Nil

Supplier Name	Main deliverables under contract	Total contract value (incl GST)	Contract Start Date	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Was an exemption sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	Were departures from government terms agreed to? Y/N	How has knowledge transfer been considered?
NIL									

Upcoming Engagements (next 2 months)

Supplier Name	Main deliverables under contract	Estimated contract value (incl GST)	Proposed Contract Start Date	Has the procurement process commenced	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Will an exemption be sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	How has knowledge transfer been considered?	
Irrelevant						No				
						No				
						No				
						No				

Item 3.1
ELT Contracts Reporting

Irrelevant	No	
	No	
	No	

Released under RTI - DPC

Irrelevant

From: Director General DPC <Director.General@premiers.qld.gov.au>
Sent: Friday, 6 October 2023 2:34 PM
To: Graham Fraine; Jessica Collins; Filly Morgan; Emma Kinnane
Cc: Jayne Hartley; Charlotte Rice; Brendan McCurdie; Sharlene Larsen; Allison Woolley; Director General DPC
Subject: *Meeting Papers* ELT Monday 09 October 2023
Attachments: ELT Agenda - Monday 09 October 2023.DOCX; ELT Minutes - 3 October 2023.DOCX; Item 4.1 - Consultancies and Contractors Reporting 09,10,2023.DOCX;

Irrelevant

Dear ELT Members

Please see attached meeting papers for Monday 09 October ELT meeting.

Kind regards



Queensland
Government

Keirily Neal

Executive Officer

Part-time: Wed, Thur & Fri

Office of the Director-General

Department of the Premier and Cabinet

P 07 3003 9390 E keirily.neal@premiers.qld.gov.au

Level 40, 1 William Street, Brisbane QLD 4000



Executive Leadership Team

AGENDA

Department of the Premier and Cabinet

+Date	Monday 09 October 2023
Time	3:00pm – 4:30pm
Location	Director-General’s Boardroom, Level 40, 1 William Street
Apologies	

Agenda item	Discussion leader(s)
-------------	----------------------

Irrelevant	
------------	--

Item 4 4:05pm – 4:15pm	Standing items: 4.1 <i>Consultancies and Contractors Report – upcoming & in progress (paper)</i>	Executive Leadership Team
	Irrelevant	

Irrelevant	
------------	--

**Item 4.1
Consultancies and Contractors Reporting**

DIVISION NAME: Brisbane 2032

ELT MEETING DATE: 09/10/2023

Contracts entered into since last ELT meeting: NIL

Supplier Name	Main deliverables under contract	Total contract value (incl GST)	Contract Start Date	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Was an exemption sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	Were departures from government terms agreed to? Y/N	How has knowledge transfer been considered?
NIL									

Upcoming Engagements (next 2 months)

Supplier Name	Main deliverables under contract	Estimated contract value (incl GST)	Proposed Contract Start Date	Has the procurement process commenced	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Will an exemption be sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	How has knowledge transfer been considered?
Irrelevant						No			

**Item 4.1
Consultancies and Contractors Reporting**

DIVISION NAME: The Cabinet Office

ELT MEETING DATE: 09/10/2023

Contracts entered into since last ELT meeting: NIL

Supplier Name	Main deliverables under contract	Total contract value (incl GST)	Contract Start Date	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Was an exemption sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	Were departures from government terms agreed to? Y/N	How has knowledge transfer been considered?
NIL									

Upcoming Engagements (next 2 months) – Youth Justice Reform Monitoring and Evaluation Project

Supplier Name	Main deliverables under contract	Estimated contract value (incl GST)	Proposed Contract Start Date	Has the procurement process commenced	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Will an exemption be sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	How has knowledge transfer been considered?
TBC Irrelevant	Youth Justice Reform Monitoring and Evaluation framework Meta analysis of evaluations focused on youth justice initiatives and programs	TBC – total approx. \$600,000	TBC – anticipated October 2023 start date	Yes	No	Yes	No	Limited (1 Supplier)	Engagement includes knowledge transfer elements i.e., evaluation plan, resourcing plan, evaluability assessments etc.
TBC Irrelevant	Expedited evaluations of priority YJ	TBC – total approx. \$300,000	TBC – anticipated October	Yes	No	Yes	No	Limited (1 Supplier)	Engagement includes knowledge transfer elements i.e., prioritisation

**Item 4.1
Consultancies and Contractors Reporting**

Irrelevant	initiatives and programs		2023 start date						evaluation criteria, process, economic and outcome evaluation methodologies.
------------	--------------------------	--	-----------------	--	--	--	--	--	--

DIVISION NAME: G&E People & Services

ELT MEETING DATE: 09/10/2023

Contracts entered into since last ELT meeting:

Supplier Name	Main deliverables under contract	Total contract value (incl GST)	Contract Start Date	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Was an exemption sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	Were departures from government terms agreed to? Y/N	How has knowledge transfer been considered?
Irrelevant					No				
					No				

Upcoming Engagements (next 2 months)

Supplier Name	Main deliverables under contract	Estimated contract value (incl GST)	Proposed Contract Start Date	Has the procurement process commenced	Has DPC Procurement Services been consulted Y/N	Is the engagement for a consultant* Y/N	Will an exemption be sought from quotation process Y/N	Procurement method (SOA, Limited, Open, Select)	How has knowledge transfer been considered?
Irrelevant						No			

Item 4.1
Consultancies and Contractors Reporting

Irrelevant

No
No
No
No
No
No
No
No
No
No

Released under RTI - DPC