

**THE STATE OF WESTERN AUSTRALIA,
ACTING THROUGH ITS DEPARTMENT FOR CHILD PROTECTION AND FAMILY
SUPPORT**

("Principal")

and

("Contractor")

CONTRACTOR SERVICE AGREEMENT

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AGREEMENT made

CONTRACT NO.

BETWEEN:

- (1) The State of Western Australia, acting through its Department for Child Protection and Family Support of 189 Royal Street, East Perth, Western Australia 6004 ("the Principal"); and
- (2) ("the Contractor")

RECITALS:

- A The Principal requires the services of the Contractor described in Schedule A of this Agreement ("the Services").
- B The Contractor carries on the business of providing such services and agrees to provide the Services on the terms set out in this Agreement.

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

“Adverse Information” means information about the Contractor, arising from a National Police History Check and/or a Client and Child Protection Check, from which the Principal determines that engaging the Contractor would place the Principal’s clients, staff or resources at risk.

“Business Day” means a day when banks are open for business for the State.

“Client” means a person who, at the direction of the Principal, accesses Services from the Contractor under this Agreement.

“Client Information” means all information relating to a client.

A **“Client and Child Protection Check”** is a check of the Principal’s client and child protection records which the Principal will request the Contractor to undertake if the Contractor will have contact with children and/or client records.

"Confidential Information" means, without limitation, any of the secrets or confidential information acquired by the Contractor in providing the Services, which may be contained in, without limitation, any file, report, minute, correspondence, book, record, calculation, material or other document, video or sound recording concerning the provision of the Services, whether in written, printed, electronic or other form, that the Principal makes available to, or that is prepared or to be prepared by, the Contractor pursuant to this Agreement, including all copies of such confidential information, but excluding confidential information which reaches the public domain through no fault of the Contractor.

“Contractor” means the person or entity specified as the Contractor in this Agreement and includes an individual, public body, company, or association or body of persons, corporate or unincorporated.

“Contractor Personnel” means all officers, employees, agents and subcontractors of the Contractor, and all officers, employees or agents of subcontractors, engaged in relation to the supply of the goods and/or Services.

"Department" is a Department of the Public Service of the State of Western Australia, designated as the Department for Child Protection and Family Support pursuant to Section 35 of the *Public Sector Management Act 1994*.

“GST” means the goods and services tax under the GST Act.

“Including” means including, but not limited to.

“Insurances” means the insurances specified in clause 12.

“Intellectual Property” means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighbouring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) trade secret rights, (iv) patents, design rights, and other industrial property rights, and, (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof as specified in clause 10.

“National Police History Check” is an Australia-wide police check which involves Crimtrac and police agencies accessing their records to obtain any Police History Information (PHI) about the Contractor and disclosing that information to the Principal. PHI may include outstanding charges, warrant information and criminal convictions/findings/pleas of guilt recorded against a person that may be disclosed according to the laws of the relevant jurisdiction and, in the absence of any laws governing the release of that information, according to the relevant jurisdiction’s information release policies.

“Notice” means notification in writing.

“Obligation” means an obligation under or in connection with this Agreement.

“Payment Schedule” means the payment schedule set out in Schedule B.

"Principal" includes any duly authorised representative of the Principal.

“Rights” means rights, entitlements and powers under this Agreement.

“Schedule” means a schedule to this Agreement.

“Serious Incident” means the occurrence or happening of any of the following events (where such event results in or involves, or is reasonably likely to result in or involve the Contractor being found, by its proven or alleged acts or omissions relating to the event to have breached the Agreement, or

to have behaved tortiously (vicariously or otherwise), criminally or otherwise unlawfully, or to be subject of adverse public comment or media criticism):

- (a) death of a Client;
- (b) serious physical injury of or illness to a Client;
- (c) Where a Client poses a serious risk to the health, safety or welfare of him or herself or any other person;
- (d) Abuse, neglect or exploitation of a client by the Contractor or by any employee or contractor of the Contractor;
- (e) The charging or conviction of any person of a sexual offence involving a Client or any other person;
- (f) The charging or conviction of any person of an offence involving a Client which may result in imprisonment of that person;
- (g) Serious verbal or written complaints received in relation to the Service or in relation to the Contractor generally;
- (h) Any matter regarding a Client, the Services, this Agreement or the Contractor in respect of which the Contractor must inform its Insurer;
- (i) Any referral of any matter or complaint regarding any Client, the Services or the Contractor generally, to any statutory or investigative body; or
- (j) Where the Contractor has been issued with a negative notice under the *Working with Children (Criminal Record Checking) Act 2004*.

“**Services**” means the services described at Schedule A.

“**Specified Personnel**” means the Contractor Personnel specified in this Contract as being responsible for the performance of key roles or tasks under the Contract.

1.2 INTERPRETATION

In this Agreement, unless the context otherwise requires, a reference to:

- (a) a statute, ordinance, code, or other law (either by name, or generally) includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (b) this Agreement or any other instrument includes this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties; and
- (c) this Agreement includes its Schedules and Annexures (if any).

2. SERVICES

- 2.1 The Contractor shall provide to the Principal the Services set out in Schedule A to this Agreement and shall comply, and shall ensure that its officers, employees and agents comply with the reasonable requirements of the Principal. The Services may be varied from time to time by Agreement in writing between the Principal and the Contractor.

3. PAYMENT

- 3.1 In consideration of the Contractor providing the Services, the Principal shall pay the Contractor according to the fee arrangements set out in Schedule B.
- 3.2 The Contractor shall provide to the Principal a statement of the work performed as outlined in Schedule A.
- 3.3 The Principal shall make payment to the Contractor as outlined in Schedule B.
- 3.4 An invoice given by the Contractor to the Principal must:
- 3.4.1 be set out in a manner that clearly identifies which services the invoice covers and the amount of the price payable for those services.
- 3.5 The Contractor is not entitled to any payment for time not worked by its officers, employees or agents by reason of illness or any other cause for which the Principal is not responsible.
- 3.6 Unless agreed to by the Principal, the Contractor shall not be entitled to reimbursement of expenses incurred on the Principal's behalf in the provision of the Services.
- 3.7 If the Principal makes payment to the Contractor using a credit card, the Contractor shall not impose a surcharge for the payment.
- 3.8 The Principal will withhold a percentage of the payment in accordance with the requirement from the Australian Taxation Office unless the Individual provides an Australian Business Number (ABN) or completes a Statement by a supplier in accordance with the Australian Taxation Office form NAT 3346.

4. RELATIONSHIP OF THE PARTIES

- 4.1 The Contractor is engaged as an independent contractor and nothing in this Agreement will be construed so as to constitute the relationship of partnership, of employer and employee, of principal and agent or of joint venturers between the Contractor and the Principal or between any employee, agent or sub-contractor of the Contractor and the Principal and it is the express intention of the parties that any such relationships are expressly denied.
- 4.2 The Contractor must at all times and at its own expense comply and ensure that its agents, employees or sub-contractors comply with all statutes, and regulations, by-laws, ordinances or orders made thereunder and the lawful requirements of any public, municipal or other authority so far as the same may affect or apply to the Contractor or the Services being carried out by the Contractor, and the Contractor shall indemnify the Principal from and against all actions, suits, costs, charges, claims and demands in respect thereof.

- 4.3 The Contractor, its officers, employees or agents shall not have any authority to and shall not bind the Principal to any Agreement or otherwise hold itself or themselves out or deal as an agent or as agents of the Principal.

5. TIME AND PLACE OF SERVICES

- 5.1 The Contractor shall provide the Services, as required by the Principal, at such times and places as are stipulated by the Principal and in Schedule A.

6. GENERAL DIRECTIONS

- 6.1 The Contractor must ensure that its officers, employees and agents, comply with general directions from the Principal in such matters as entry to the Principal's property, vehicle parking, security, safety and location of work.

7. DURATION OF SERVICES

- 7.1 The Contractor shall provide the Services with effect from INSERT DATE and shall continue to do so for INSERT TIME PERIOD from that date until INSERT DATE and for such further period or periods, if any, as shall be agreed in writing between the parties.

8. SERIOUS INCIDENT

- 8.1 The Contractor shall immediately notify the Principal in writing of the occurrence or happening of a Serious Incident.

- 8.2 If the Principal:

- (a) receives notice from the Contractor; or
- (b) reasonably suspects that a Serious Incident has occurred, then the Principal may require the Provider to take such action that is reasonable to:
 - (i) minimise the consequences of the Serious Incident; or
 - (ii) prevent a Serious Incident of that kind or similar nature from occurring in the future,

and the Contractor must do all things necessary to comply with the Principal's requirement.

- 8.3 Nothing in this clause 8 derogates from the Principal's rights under clause 9.

9. DEFAULT AND TERMINATION OF AGREEMENT

- 9.1 An Event of Default occurs:

- (a) if the Contractor commits any breach of this Agreement or fails to or neglects to perform its obligations under this Agreement;
- (b) if an officer, employee or agent of the Contractor commits misconduct including, without limitation, dishonesty in the discharge of his or her obligations to the Contractor;
- (c) if the Contractor or an officer, employee or agent of the Contractor refuses to comply with any reasonable instruction or direction given by the Principal;

- (d) if a receiver or a receiver and manager is appointed to the undertaking, property or assets of the Contractor or any part thereof;
- (e) if the Contractor is placed under official management;
- (f) if the Contractor ceases to carry on business or becomes insolvent or a resolution is passed for the winding up of the Contractor or an order is made for the appointment of a liquidator provisionally of the Contractor or for the winding up of the Contractor;
- (g) if the Contractor breaches its Constitution (and such breach will or may adversely affect the Contractor's obligations under this Agreement);
- (h) if the Contractor fails to do all things necessary to comply with the Principal's direction to mitigate the consequences of, or take action to prevent the occurrence or re-occurrence of a Serious Incident in accordance with clause 8, insofar as the Serious Incident is capable of mitigation or rectification;
- (i) if the Contractor ceases to be a member of any professional association or body that is required to be maintained for the purposes of providing the Services the subject of this Agreement or, for any reason whatsoever, ceases to be licensed pursuant to a mandatory statutory licensing scheme applicable to the provision of the Services herein, or is served with a notice to show cause as to why the said licence should not be revoked;
- (j) if the Contractor breaches any other provision of this Agreement and such breach is not remedied within 10 business days after the Principal serves a notice on the Contractor requiring the breach to be remedied;
- (k) if the Principal:
 - (i) is aware or has reasonable grounds to suspect that the Contractor has committed an offence punishable by imprisonment; and
 - (ii) reasonably believes that the nature of the offence may adversely affect the provision of the Services or bring the Services or the Principal into disrepute;
- (l) if the Contractor fails to comply with clause 25;
- (m) if there is "Adverse Information" about the Contractor in accordance with clause 25;
- (n) if the Contractor fails to comply with clause 26; or
- (o) if the Contractor has been issued with a negative notice or an interim negative notice under the *Working with Children (Criminal Record Checking) Act 2004*.

9.2 If an Event of Default occurs, then:

- (a) the Principal may, after notice to the Contractor:
 - (i) withhold paying the Service Payment to the Contractor; or
 - (ii) terminate this Agreement; and

- (b) in the case of an Event of Default under sub-clauses 9.1(l), 9.1(m), 9.1(n) or 9.1(o), the Principal must terminate this Agreement.
- (c) the Principal must pay the Service Payment on a pro rata basis for the Services provided up until the date of the Event of Default.

9.3 This Agreement may be terminated at any time by either party giving not less than ten (10) business days' notice in writing to the other.

9.4 Termination shall not affect the liability of either party up to the time of such termination.

10. INTELLECTUAL PROPERTY

10.1 Patent and Designs

The Contractor hereby agrees that any invention, computer program, design, technique or other discovery made, developed or created by the Contractor in the performance of the Services will be immediately notified and described by the Contractor in full to the Principal and will be entirely the property of the State. The Contractor shall if so required by the Principal do all things reasonably necessary, including executing documents and providing any further information, to enable the Principal to obtain the relevant patent, design or other rights in the name of the State whether in Australia or elsewhere in the world.

10.2 Copyright

By this Agreement and by virtue of the provisions of section 197 of the *Copyright Act 1968* (Cth), the Contractor assigns to the State for the duration of the copyright, all copyright in all work, as defined in the *Copyright Act 1968* (Cth), including computer programs which are created, written or prepared by the officers, employees or agents of the Contractor in the provision of the Services. The Contractor shall if so requested by the Principal execute all documents and do all things reasonably necessary to assign the copyright and the works to the State in Australia.

10.3 All intellectual property in new material created by the operation of this Agreement shall be owned by the State.

10.4 The Contractor automatically assigns to the State the entire future Intellectual Property Rights in all new material created by the operation of this Agreement.

11. CONFIDENTIAL INFORMATION

11.1 The Contractor shall not, and shall ensure that its officers, employees and agents do not, either during the continuance of this Agreement or after its termination (however caused), disclose or use in any manner whatsoever, any of the secrets or confidential information acquired by it or them during the course of the provision of the Services including, without limitation, secrets or confidential information of clients unless authorised in writing by the Principal.

11.2 Upon termination of this Agreement (however caused) the Contractor shall, and shall ensure that its officers, employees and agents, forthwith deliver to the Principal all records, papers, documents of whatsoever nature or description and computer software in its or their possession or under its or their control and in any way relating directly or indirectly to business of the Principal.

12. INSURANCE

12.1 The Contractor shall for the period of this Agreement and any extension hereof, effect and maintain current insurances as set out in this clause 12 and Schedule C. The effecting of the insurances as set out hereunder will not in any way affect the liability or obligations of the Principal or the Contractor under this Agreement or at common law or otherwise. The Principal may at any time require the Contractor to prove to the satisfaction of the Principal that the Contractor has effected the insurances as set out hereunder and that such insurances are current.

12.2 Workers' Compensation and Employers' Liability

The Contractor shall insure itself for an unlimited amount against any and all liability to the Contractor's officers, employees and agents for workers' compensation and at common law, howsoever and wherever arising and in accordance with the provisions of the *Workers Compensation and Injury Management Act 1981* (WA).

12.3 Public Liability

The Contractor shall insure itself for the sum of not less than \$20 Million dollars for any one occurrence any and all public liability arising in any way from the provision of the Services. Such insurance shall cover all sums which the Contractor or the Principal shall become legally liable to pay in respect of or arising from:

- (a) death of or bodily injury (including disease or illness) to any person including (but not limited to) any officer, employee or agent of, or contractor to the Principal; and
- (b) loss of or damage to property (including consequential loss) happening anywhere in Australia,

howsoever caused whether as a result of or arising from negligence, breach of duty or breach of statute by the Principal, the Contractor, any contractor to the Principal or the Contractor, the officers, employees or agents of any of them, or otherwise.

12.4 Professional Indemnity Insurance

The Contractor shall insure itself for the sum of one million dollars (\$1 000 000) in professional indemnity insurance against any and all liability for professional negligence on the part of the Contractor and any officer, employee or agent of the Contractor. The Contractor shall maintain such insurance in force for at least six years after the termination of this Agreement.

12.5 Motor Vehicle Liability

A Motor vehicle third party insurance covering legal liability against property damage and bodily injury to, or death of, persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used in connection with the Services for an amount of not less than \$30 million for any one occurrence and unlimited in the aggregate.

12.6 Personal Accident Insurance for Volunteers

A personal accident policy covering volunteers while undertaking voluntary duties for the Contractor. The coverage is to provide a capital sum of not less than \$50,000 per person for death or permanent total disablement and weekly compensation entitlements for employed and self-employed volunteers of an amount up to 1% of the capital sum, but not exceeding in any case the normal weekly remuneration of the volunteer.

12.7 Reputable and Solvent Insurer

Any policy taken out by the Contractor must be taken out with a reputable and solvent insurer acceptable to the Principal which carries on insurance business in Australia and is authorised to operate an insurance Contractor.

12.8 Evidence of Insurance

The Contractor must give to the Principal as the case may requires sufficient evidence of the insurance required under clauses 12.2 to 12.6 (including, if requested, a copy of any policy) and provide a certificate of current of insurance as requested by the Principal as the case requires at any time.

13. INDEMNITY

- 13.1 The Contractor shall perform this Agreement at its sole risk and the Principal shall not be liable to the Contractor or any other person for any loss, damage, injury (which expression shall include disease or illness) or death sustained by any person or to any property howsoever caused whether as a result of or arising from negligence, breach of duty or breach of statute by the Contractor, its officers, employees or agents or otherwise.
- 13.2 The Contractor shall be solely liable for and indemnify and hold harmless the Principal, its officers, employees and agents against all liability, damage, loss, expense, costs and proceedings of any nature whatsoever arising out of or in connection with the Services, whether as a result of or arising from negligence, breach of duty or breach of statute by the Principal, or the Contractor or their respective officers, employees or agents or otherwise.
- 12.3 For the purpose of this clause, the Principal shall be or be deemed to be acting as agent or trustee for and on behalf of and for the benefit of all persons who are or might be its officers, employees or agents from time to time and all such persons shall to this extent be or be deemed to be parties to this Agreement.

14. DELEGATION OF SERVICES

- 14.1 No rights under this Agreement may be assigned by the Contractor and no obligations of the Contractor may be assumed by any person other than the Contractor without prior written approval of the Principal.
- 14.2 Nothing in sub-clause 14.1 is intended to prevent the Contractor from engaging employees to carry out the Contractor's obligations under this Agreement. The Contractor and Principal hereby agree that employees of the Contractor can carry out the Contractor's service obligations under this Agreement.
- 14.3 The Contractor must ensure that all Contractor's Personnel:
 - 14.3.1 are properly qualified and suitable for the tasks that they are required to perform;
 - 14.3.2 hold all necessary permits, licences and authorities required by law; and
 - 14.3.3 act, in all circumstances and at all times, in a fit and proper manner.
- 14.4 If the Principal requires Specified Personnel, then the Contractor:
 - 14.4.1 must ensure that all Specified Personnel are available to carry out, and do carryout, the Services;

- 14.4.2 must not allow the Services to be carried out by any other person without the prior written consent of the Principal; and
- 14.4.3 the Contractor must remove any person included in the Specified Personnel from the supply of the Services if the Principal reasonably requires by notice in writing to the Contractor that the person be removed. If requested, the Principal must give the Contractor the reason for the removal of the person included in the Specified Personnel.

15. QUALITY OF SERVICES

- 15.1 The Contractor shall perform and provide the Services at all times in a conscientious, expeditious and professional manner. Where the Contractor is required to provide or utilise equipment such equipment shall be suitable for the Services and shall be maintained by the Contractor in good and proper working condition.
- 15.2 The Contractor warrants that its officers, employees and agents are competent and have all necessary skills, training and qualifications to carry out the Services in accordance with these conditions.

16. PAYMENT FOR ACTUAL WORK PERFORMED

- 16.1 If within any of the Schedules there is a requirement that stipulates a minimum number of hours to be worked by the Contractor, this number of hours is to be used as a guide only and not as the basis for calculating the amount payable by the Principal to the Contractor. The actual hours worked by the Contractor will be the amount of monies the Principal is required to pay the Contractor.
- 16.2 Alterations to proposed schedules of work will be subject to negotiation and the Services will however be completed within the fee stipulated in Schedule B.
- 16.3 If the Principal requests the Contractor to perform additional hours of work, then the Principal must pay the Contractor for the additional hours worked:
 - (a) at the rate specified in the Contract; or
 - (b) if no rate is specified in the Contract, at the rate agreed between the Principal and the Contractor.

17. PROVISION OF EQUIPMENT

- 17.1 All resources and equipment required for the Contractor to meet its obligations under this Agreement shall be provided by the Contractor and not be the responsibility of the Principal, unless agreed by the parties.
- 17.2 If the Individuals services requires to transport any of the Principal's children in care and using their own motor vehicle, such motor vehicle shall be roadworthy, licensed in accordance with the requirements of the Western Australian Department of Transport, have the necessary child restraints (if applicable), be insured and the driver must hold a Western Australian driver's license applicable to the type of motor vehicle being driven.

18. EXCLUSIVITY - CONTRACTING WITH OTHER PARTIES

- 18.1 Throughout the term of this Agreement, the Contractor shall be free to provide services, advice or assistance, whether directly or indirectly to any person or entity requiring the provision of such services provided that the provision of such services by the Contractor does not interfere with the Contractor's obligations under this Agreement.

19. GOVERNING LAW

- 19.1 This Agreement is governed by and shall be interpreted in accordance with the law of the State of Western Australia and the parties hereby submit to the jurisdiction of the Courts of Western Australia and any other Court hearing appeals from such Courts.

20. ENTIRE AGREEMENT

- 20.1 This Agreement constitutes the sole and entire Agreement between the parties and in respect thereof no warranties, representations, guarantees or other terms or conditions not contained and recorded herein shall be of any effect.

21. AMENDMENTS AND WAIVERS

- 21.1 No variation, modification or waiver of any provision of this Agreement shall be of any effect unless and to the extent that it is confirmed in writing signed by the parties.
- 21.2 The failure or delay by any party in the exercise of any power or right conferred upon such party under this Agreement shall not operate as a waiver of such power or right, nor shall any single exercise of any such power or right preclude any other or future exercise thereof, with the exercise of any other power or right under this Agreement.

22. SEVERANCE

- 22.1 If any provision of this Agreement shall be illegal, invalid or unenforceable all other provisions which are self-sustaining and capable of separate enforcement shall be and continue to be valid and enforceable.

23. SURVIVAL OF TERMS

- 23.1 Notwithstanding any provision of this Agreement, the clauses 10 "Intellectual Property ", 11 "Confidential Information", and 13 "Indemnity" survive the expiry, performance or termination of this Agreement (howsoever caused) and continue in full force and effect.

24. EXERCISE OF POWER BY PRINCIPAL'S REPRESENTATIVE

- 24.1 Any right, duty, power or function of the Principal under this Agreement may be validly exercised or performed by any duly authorised representative of the Principal.

25. NOTICE

- 25.1 Unless otherwise required in writing, where any provision in this Agreement requires or permits the Contractor to give or provide any statements, notices or other information to the Principal and the Principal has authorised a representative to act on his behalf, the Contractor shall provide such statements, notices or other information to the authorised representative.

26. CRIMINAL RECORDS CHECK

- 26.1 The Contractor must undertake a National Police History Check and, if requested, a Client and Child Protection Check. The costs of these Checks are to be borne by the Contractor.
- 26.2 Failure by the Contractor to undertake the Checks required by sub-clause 26.1 will result in this Agreement being terminated by the Principal pursuant to sub-clause 9.2(b).
- 26.3 Adverse Information about the Contractor arising from the Checks required by sub-clause 26.1 will result in this Agreement being terminated by the Principal pursuant to sub-clause 9.2(b).

27. WORKING WITH CHILDREN

If the Services to be provided by the Contractor under the Agreement involve "child-related work" as defined in section 6 of the *Working with Children (Criminal Record Checking) Act 2004* ("the Act"), then:

- (a) the Contractor must provide to the Principal an assessment notice under section 12 of the Act before they commence work under the Agreement;
- (b) the Contractor must otherwise at all times comply with the provisions of the Act: and
- (c) if the Contractor fails to comply with either sub-clause (a) or (b), this Agreement will be terminated by the Principal pursuant to sub-clause 9.2(b).

28. CONFLICT OF INTEREST

- 28.1 The Contractor must disclose to the Principal any information that is or might be relevant to determining whether an actual, potential or perceived conflict of interest exists or might exist in relation to the performance of the Agreement.

If a conflict of interest arises in respect of the Contractor, the Contractor must:

- (a) promptly notify the Principal that the conflict has arisen and provide full details; and
- (b) take reasonable steps in consultation with the Principal to remove the conflict.

29. DISPUTE RESOLUTION

- 29.1 Neither party may commence legal proceedings relating to a dispute arising under this Agreement until the dispute resolution process required by this clause has been followed. This clause 29 does not prevent a party commencing proceedings for urgent interlocutory relief and does not prevent a termination of the Agreement in accordance with sub-clause 9.2.
- 29.2 A party claiming that there is a dispute must send the other party a written notice setting out the nature of the dispute.
- 29.3 The parties must try to resolve a dispute notified under sub-clause 29.2 through direct negotiation, including by referring the matter to persons within the parties who have the authority to intervene and direct some form of resolution.
- 29.4 If after 28 days from the date of the notice under sub-clause 29.2:
 - (i) the parties have not resolved the dispute; and

- (ii) the parties have not agreed to submit the dispute to mediation or some alternative dispute resolution procedure; or
- (iii) the dispute has been submitted to mediation or some other form of alternative dispute resolution procedure and the dispute is not resolved within 21 days of being submitted or a longer time agreed in writing by the parties, either party may commence legal proceedings.

30. AWARDS, AGREEMENTS

- 30.1 The Contractor must ensure that the remuneration and terms of employment of all Contractor's Personnel for the duration of the Agreement will be consistent with the remuneration and terms of employment that reflect the industry standard as expressed in awards and Agreements and any code of practice that may apply to a particular industry.

31. CONTRACTORS UNDERTAKINGS

The Contractor must:

- 31.1 Properly provide for the care, safety, security and protection of:
 - 31.1.1 all Records (whether created by the Principal, the Contractor or any other person) that are in the custody or control of the Contractor; and
 - 31.1.2 all property supplied by the Principal or both to the Contractor in connection with the Agreement;
- 31.2 Always act ethically in connection with the Agreement and in accordance with good corporate governance practices;
- 31.3 Comply with all State and Commonwealth laws relevant to the Agreement;
- 31.4 If the Contractor has custody or control of State records, comply with the Principal's record keeping plan to the extent necessary under the *State Records Act 2000*;
- 31.5 Cooperate fully with the Principal in respect of the administration of the Agreement;
- 31.6 Use its best endeavours to ensure that no Contractor Personnel cause the Contractor to breach the Agreement; and
- 31.7 Not directly or indirectly offer a bribe, gift or inducement to any officer or employee of the Principal in connection with the Agreement.

32. COSTS

- 32.1 Each party is to pay their own costs of and incidental to the preparation and execution of the Agreement.

EXECUTED as an Agreement on the..... day of2.....

SIGNED FOR AND ON BEHALF OF THE)
STATE OF WESTERN AUSTRALIA BY THE)
CHIEF EXECUTIVE OFFICER, OR A DULY)
DELEGATED OFFICER OF THE)
DEPARTMENT FOR CHILD PROTECTION)
AND FAMILY SUPPORT;)
for the time being in the presence of:)

.....
(Sign here Department)

.....
Full Name of Departments Officer (printed):

.....
..
Witness for Department

Title:

Name (printed):
.....

Signed by for and on behalf of:)
.....)

.....
(Sign here for Contractor)

..

Name (printed):

SIGNED BY in the presence of:

.....

Title:

.....
.
Witness for Contractor

Name (printed):
.....

SCHEDULE A - STATEMENT OF REQUIREMENTS

DURATION

The Contractor shall provide the Services as outlined hereunder with effect from [INSERT DATE] and shall continue to do so for [INSERT TERM] from that date until cob [INSERT DATE] and for such further period or periods, if any, as shall be agreed in writing between the parties.

SERVICES

[Full and clear description of particulars of service].

SCHEDULE B - PAYMENT ARRANGEMENT

[NB: Where possible fee arrangements must be included as a total fee for the services provided. Where appropriate fees may be expressed on a time basis.]

SCHEDULE C - INSURANCE REQUIREMENTS

The Contractor must take out and maintain the following insurances in relation to insurable liabilities of the Principal under this Agreement as specified below:

1.
2.
3.
4.
5.