



Tasmanian Forests and Forest Products Network

Expression of Interest: Infrastructure Report INFORMATION PACKAGE



Tasmanian Forests and Forest Product Network
<http://www.tffpn.com.au>

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1. Introduction

The Northern Tasmania Regional Forestry Hub (**Hub**) was established in 2019 by the Tasmanian Forests and Forest Products Network (**TFFPN**) and is funded by the Commonwealth Government as part of the *National Forest Industries Plan – Growing a Better Australia – A Billion Trees for Jobs and Growth* (**Plan**). The Hub has received additional funding from the Commonwealth to expand its work into the south of Tasmania.

In order to drive the Commonwealth's key objective of planting one billion trees in the next decade under the Plan, the Hub has identified a number of key southern infrastructure priorities in consultation with both industry, community and government stakeholders. The Hub requires an infrastructure report to be prepared, and an associated stakeholder consultation process to be run, in relation to its infrastructure priorities for which it is seeking an Expression of Interest (**EOI**) on the terms and conditions set out in this information package.

2. Background

The National Forest Industries Plan

In September 2018 the Australian Government launched the *National Forest Industries Plan: Growing a Better Australia – A Billion Trees for Jobs and Growth*. The Plan outlines the Commonwealth Government's strategy to drive growth in the renewable timber and wood fibre industry. It provides the vision and certainty needed for Australia's forestry industry and supports the sustainable forest industries as long-term growth engines for regional Australia.

The Plan ambitiously aims to deliver a billion new trees over the next decade (including 400,000 new hectares of plantations nationally) to meet a projected fourfold increase in global demand for timber and wood fibre products by 2050. This translates to planting the right trees, at the right scale, in the right places.

The Commonwealth Government supported the Plan in the 2018-2019 Federal Budget with a \$20 million commitment over four years to help implement actions identified in the Plan. The Hub was setup as part of the Commonwealth's commitment which, pursuant to the Plan, includes nine forestry hubs across Australia. The Federal Government has to date provided funding for hubs in South West Western Australia; South Australia and Victoria (The Green Triangle); North and North West Tasmania; North East New South Wales; Central West New South Wales; South West Slopes New South Wales; Gippsland Victoria; South East Queensland; and, North Queensland.

The Hub works closely with both industry and government to drive the Commonwealth's objectives. The Hub was setup in 2019 by the TFFPN, who is the administrator of the Hub's funding. The Hub is led by a General Manager, and has established a southern reference group.

Hub General Manager

Monika Winston

Southern Reference Group Members

1. Steve Whiteley, CEO, Sustainable Timber Tasmania
2. Andrew Morgan, Managing Director, SFM Environmental Solutions

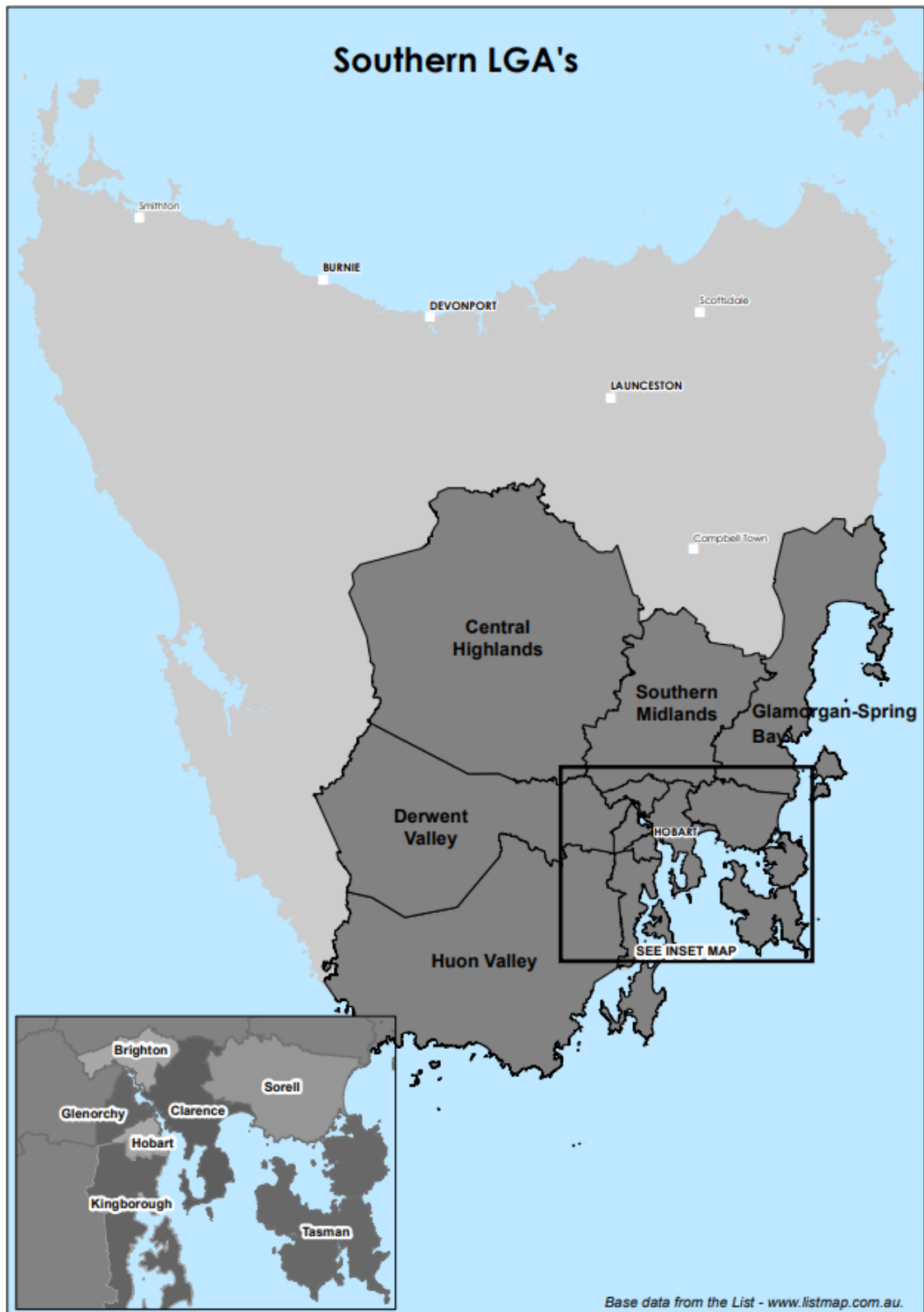
3. Therese Taylor, Convener, Tasmanian Forests and Forest Products Network
4. Alastair Morton, Director Resources Policy, Department of State Growth
5. Andrew Walker, CEO, Neville Smith Forest Products
6. Neale Tomlin, Corporate Affairs and Strategy Manager, TasRail
7. Phil Hoggett, Executive General Manager, Commercial and Trade, TasPorts
8. Arnold Willems, Commercial Manager, Norske Skog Papers Mills
9. John Meehan, Tasmanian Operations Manager, Porta

Offers or expressions of interest to deliver the infrastructure report, and to facilitate the associated stakeholder consultation process, are sought. Further details on the subject matter of the report are outlined in Item 5 below. The criteria for selection of successful applicants are outlined in Item 8 below.

3. Southern Boundary

The boundary for the southern work spans the entire south of Tasmania based on local government areas as identified in Figure 1 below. It is acknowledged that this boundary is for graphical presentation and analysis purposes, however in Tasmania wood flow is fluid between the north and the south of the State, so for practical purposes the boundary will need to be somewhat flexible. Note that for some analysis purposes in the context of the report, Tasmania will need to be considered as an entire geographic region, versus the analysis only being focussed on the southern regional area identified below.

Figure 1



4. Hub Infrastructure Priorities

In order to drive the Commonwealth's key objectives under the National Forest Industries Plan, the Hub has identified two key infrastructure priorities in southern Tasmania in consultation with industry, community and government stakeholders.

Infrastructure priorities

1. Southern infrastructure investment
2. Hobart port access

The Hub requires a report, which incorporates a robust stakeholder consultation process, to cover each of the priorities outlined above. More detail is provided in Item 5 below.

5. Infrastructure Report Requirements

The infrastructure report must be a rigorous, effective and detailed assessment of the relevant infrastructure priorities to determine the technical issues, needs and opportunities for progress of the forestry industry in the south of Tasmania into the future. Note that for some analysis purposes in the context of the report Tasmania will need to be considered as an entire geographic region, versus the analysis only being focussed on the southern regional area identified in Figure 1.

The target audience of the infrastructure report is the Hub, however it is important to note that the secondary audience includes industry, Federal, State and Local Governments, and community stakeholders.

Some additional key requirements in terms of the report are outlined in the table below.

Report Objectives	Report Scope
<ol style="list-style-type: none"> 1. Define the short-term (1 to 3 year) infrastructure needs of the forestry sector to promote tree planting and forestry investment in southern Tasmania. 2. Define the medium-term infrastructure opportunities for the forestry sector to 2050 to promote tree planting and forestry investment in southern Tasmania. 3. Define and evaluate long term access to, and usage of, Hobart port to 2050 for forest products, to promote tree planting and forestry investment in southern Tasmania. 	<p>In Scope</p> <ul style="list-style-type: none"> • Review of existing reports and literature on southern Tasmania infrastructure and Hobart Port; <ul style="list-style-type: none"> ○ <i>including Rolley Infrastructure Report, Department of State Growth materials including Road Freight Survey, TasRail Investment Plan, TasPorts Master Plan;</i> ○ <i>literature review to cover documentation dating back to 2005.</i> • Rail infrastructure; including both rail network and rolling stock. • Road infrastructure; including heavy vehicle routes. • Sea; including Hobart port and domestic freight. • Define existing infrastructure commitments including their estimated cost. • Identify potential new infrastructure projects and their estimated cost. • Identify cost efficiency and optimization opportunities. • Identify pathways to remove infrastructure bottlenecks and constraints. • Evaluate domestic sea freight feasibility. • Evaluate freight forward market opportunities. • Hobart Port specific scoping requirements: <ul style="list-style-type: none"> ○ Conduct cost benchmarking exercise of Hobart port user fees versus other Tasmanian Ports (i.e. Bell Bay). ○ Conduct economic analysis that quantifies the benefits of forestry products (whole logs, wood chips etc) moving through Hobart port and the consequent value of Hobart port infrastructure; <ul style="list-style-type: none"> ▪ <i>adopt a broad view of the forestry value chain and consider flow on economic effects (e.g. harvest and haulage, silviculture etc.);</i> ▪ <i>consider direct and indirect employment; impact on plantation estate values; impact on scale and likelihood of re-planting after harvesting etc.</i> ○ Evaluate current and future infrastructure integration with Hobart port; consider road, rail and sea; <ul style="list-style-type: none"> ▪ <i>evaluate establishment of Northern access to Hobart port in this context.</i> ○ All forest products that could travel through Hobart Port are in scope (including woodchips and wood pellets/bio energy).

Report Objectives	Report Scope
	<ul style="list-style-type: none"> • Time frame: consider both short and medium term to 2050. <p>Out of Scope</p> <ul style="list-style-type: none"> • Evaluate reactivation of rail into Hobart port. • Evaluate Hobart City traffic congestion.

Stakeholder Consultation Requirements

Consultation with industry, state and local governments and other key stakeholders, and community must be incorporated into the report. Specifically, stakeholder interviews and/or consultation workshops must be facilitated at one or more points throughout the report preparation process.

Key stakeholders to be engaged during the consultation process include (but are not limited to):

- Forest growers
- Processors
- Local, State and Commonwealth government
- Transport and freight providers
- Other groups as per the priority issues for the region, for example, relevant supply chain actors
- Local, State and Commonwealth Government agencies as appropriate

6. Report Project Deliverables and Payment

Key deliverables and completion dates for the infrastructure report are outlined below. Payment of a percentage of the total fee agreed is linked to completion of each of the deliverables. See Item 3, Schedule 1 of the agreement in Attachment 2 for further details around fee payment.

	Project Deliverable	Completion Date	% of Total Service Fee payable
1	Work on report commences	Commencement Date (TBC; around 15 March 2021)	N/A
2	Infrastructure report project plan completed by applicant	2 weeks from Commencement Date	N/A
3	Infrastructure report project plan approved by Hub General Manager	3 weeks from Commencement Date	20%
4	Stakeholder Consultation process, incorporating consultation with industry, state and local governments, other key stakeholders and the community, completed by the applicant	6 weeks from Commencement Date	N/A
5	Stakeholder Consultation process approved by Hub General Manager	7 weeks from Commencement Date	20%
6	Penultimate draft infrastructure report completed by applicant	10 weeks from Commencement Date	N/A
7	Penultimate draft infrastructure report approved by the Hub General Manager	11 weeks from Commencement Date	30%
8	Final infrastructure report completed by applicant	13 weeks from Commencement Date	N/A
9	Final infrastructure report approved by the Hub General Manager	14 weeks from Commencement Date	30%
10	Progress reported to the Hub General Manager against project plan	Weekly for duration of project	N/A

7. EOI Information Table

Closing date and time for lodgement of EOI:	12.00pm, Thursday 28 January 2021
Address for lodgement of EOI:	monika.winston@tffpn.com.au
Contact Person:	Monika Winston General Manager Northern Tasmania Forestry Hub E: monika.winston@tffpn.com.au

8. Selection Criteria

The Hub will select the successful applicant for the report based on evaluation of offers against the following criteria.

1. Capabilities and expertise in producing technical reports

Note for applicants:

In order to address this selection criterion the expression of interest should describe:

- Applicant's ability to produce high quality technical reports (e.g. related experience preparing reports for alternate clients)
- Contact details of two previous clients for which the applicant has produced similar reports, including company position, telephone and email address, that the Hub can contact as referees
- Examples of any publicly available reports that the applicant has produced

2. Capabilities and expertise in Hub's southern infrastructure priorities

Note for applicants:

In order to address this selection criterion the expression of interest should:

- Provide a description of the applicant's experience, skills and capabilities relating to the report's scoping requirements identified in Item 5 above
- Examples of any publicly available reports that the applicant has produced related to the infrastructure priorities

3. Key point of contact and project team

Note for applicants:

In order to address this selection criterion the expression of interest should provide:

- An overview of the applicant's organisation and business operations
- An overview of the proposed project team
- A brief description of each project team member's professional experience; highlighting their relevant experience and capabilities in relation to the infrastructure report requirements
- A key point of contact for the Hub who will act as the project manager for the report

4. Total cost and cost structure

Note for applicants:

In order to address this selection criterion the expression of interest should provide:

- Total cost that will be charged, inclusive and exclusive of GST, for producing the report
- Break down of cost structure against key activities for the report

As part of the selection process the Hub may also require applicants to participate in interviews, and/or to formally present their proposals.

9. EOI Terms and Conditions

- (a) A party seeking to express interest in producing the report must do so by submitting a completed EOI Form as set out in **Attachment 1** to this information package (**EOI Form**) to the address for lodgement, and by no later than the closing date and time, stated in the EOI information table.
- (b) Each party who submits an EOI Form agrees to be bound by the terms and conditions set out in this information package; in particular these EOI terms and conditions and the agreement as set out in Attachment 2.
- (c) Within the EOI Form, all prices must be stated **inclusive** of Goods and Services Tax (**GST**).
- (d) Each EOI submission will constitute a legally binding offer by the submitting party to produce the infrastructure report, and in accordance with the terms of, the completed EOI Form.
- (e) The TFFPN is not bound to accept any EOI submission.
- (f) EOIs may be submitted by any person or entity, including:
 - (i) Not-for-profit community groups;
 - (ii) Commercial organisations; and
 - (iii) Private Individuals.
- (g) All queries regarding this EOI process must be directed to the Contact Officer named in the EOI information table.
- (h) Prospective parties must bear their own costs and expenses relating to their participation in this EOI process.
- (i) During the assessment process, applicants may be contacted by the Hub or the TFFPN to provide further information about the application. Failure to provide any requested information in a timely manner may result in the application being rejected.
- (j) The form of agreement which will come into place on acceptance of the successful tender response appears in Attachment 2.

10. Notification of Outcome

- (a) It is currently anticipated that the Hub will advise the successful party (or parties) that their EOI submission has been accepted by no later than close of business Friday, 12 March 2021.
- (b) A successful party must, upon notice by the Hub that its offer has been accepted, return to the Hub a duly signed agreement as set out in Attachment 2, within 7 days.

11. Administration

Expressions of interest must be submitted by 12.00pm, Thursday 28 January 2021. Late applications will not be considered.

12. Confidentiality

The Hub and the TFFPN will use and disclose the information provided by applicants for the purposes of discharging their functions under this Information Package and otherwise for the purposes of developing and delivering the reports and related uses.

13. Publicity of Successful Applicants

There may be a public announcement of successful applicants. Prior to each announcement, successful applicants will be notified of the outcome of their application. The public announcement may include details of successful applicants, the nature of the report and timing schedules.

14. Disclaimer

Although care has been taken in the preparation of this document, no warranty, express or implied, is given by the Hub or the TFFPN, as to the accuracy or completeness of the information it contains.

The Hub and the TFFPN accept no responsibility for any loss or damage that may arise from anything contained in or omitted from or that may arise from the use of this document, and any person relying on this document and the information it contains does so at their own risk absolutely.

The Hub and the TFFPN do not accept liability or responsibility for any loss incurred by any applicant that is in any way related to this EOI process, or related to production of reports pursuant to this EOI.

Attachment I

EXPRESSION OF INTEREST FORM

To: Tasmanian Forests and Forest Products Network (ABN: 32624613163)
 Expression of Interest Ref: **SOUTHERN INFRASTRUCTURE REPORT**
monika.winston@tffpn.com.au

I/We:

(insert name, USE BLOCK LETTERS)

(the **Applicant**)

(insert ABN, if applicable)

(insert full address)

Contact person:
Email:
Phone:

hereby offer to produce the following report in accordance with the terms and conditions set out in this Information Package and the agreement in Attachment 2, for the price set out in the following table:

(Note: please outline any discounts available where more than one report is commissioned)

Item reference	Description	Price Offered (Ex. GST)	Price Offered (Incl. GST)
Report	Southern infrastructure report		

ATTACHMENT I

CRITERIA I: Capabilities and expertise in producing technical reports

In order to address this selection criterion the expression of interest should describe:

- *Applicant's ability to produce high quality technical reports (e.g. related experience preparing reports for alternate clients)*
- *Contact details of two previous clients for which the applicant has produced similar reports, including company position, telephone and email address, that the Hub can contact as referees*
- *Examples of any publicly available reports that the applicant has produced*

ATTACHMENT I

CRITERIA 2: Capabilities and expertise in Hub's southern infrastructure priorities

In order to address this selection criterion the expression of interest should:

- *Provide a description of the applicant's experience, skills and capabilities relating to the report's scoping requirements identified in Item 5 above*
- *Examples of any publicly available reports that the applicant has produced related to the infrastructure priorities*

CRITERIA 3: Key point of contact and project team

In order to address this selection criterion the expression of interest should provide:

- *An overview of the applicant's organisation and business operations*
- *An overview of the proposed project team*
- *A brief description of each project team member's professional experience; highlighting their relevant experience and capabilities in relation to the infrastructure report requirements*
- *A key point of contact for the Hub who will act as the project manager for the report*

CRITERIA 4: Total cost and cost structure

In order to address this selection criterion the expression of interest should provide:

- *Total cost that will be charged, inclusive and exclusive of GST, for producing the report*
- *Break down of cost structure against key activities for the report*

ATTACHMENT I

ADDITIONAL INFORMATION: Conflict of Interest

Applicants should disclose any real or perceived conflict of interest(s) that they may have in relation to providing the services outlined in this Information Package and the agreement in Attachment 2.

Where a conflict of interest(s) disclosure is made, applicants should also provide information around how they would manage this conflict if they were successful in their application.

ATTACHMENT I

I/We declare that:

- (a) the EOI terms and conditions, as contained in the Information Package, are agreed; and
- (b) this offer remains valid and capable of acceptance by the TFFPN for the period of 60 days.

Dated:

(insert date)

Signing by an Applicant who is an individual

Signed by the Applicant in the presence of the witness named below:

Applicant's
signature:
→

Witness'
signature:
→

*Witness print name:

*Witness print address:

*Use BLOCK LETTERS.

Signing by an Applicant that is a company

Signed by the Applicant in accordance with section 127(1) of the Corporations Act 2001 (Cwlth):

Signature:
→

Signature:
→

*Print
name and
office
held:

*Print
name and
office
held:

ATTACHMENT I

*Use BLOCK LETTERS.

Signing by an Applicant that is a partnership

Signed on behalf of the Applicant by the partner named below in the presence of the witness named below:

Partner's
signature:
→

Witness'
signature:
→

And who warrants that he/she has authority
to sign on behalf of the partnership

*Print
name:

*Witness
print
name:

*Use BLOCK LETTERS.

*Witness
print address:

ATTACHMENT I

Important Note: The next section is for the use of the TFFPN. The acceptance statement will only be signed by the TFFPN if it accepts the Applicant's offer to produce the Report identified in this Expression of Interest Form.

Acceptance statement

The TFFPN hereby accepts the offer by the Applicant to produce the following report, and for the price offered, in this Expression of Interest Form:

Item reference

Date:	
-------	--

(insert date of acceptance)

Signing by the TFFPN

Signed by the TFFPN in accordance with section 127(1) of the Corporations Act 2001 (Cwlth):

Signature: →		Signature: →
-----------------	--	-----------------

*Print name and office held:		*Print name and office held:
------------------------------	--	------------------------------

Attachment 2

SERVICES AGREEMENT

Prepared by Dobson Mitchell Allport Lawyer



COMMERCIAL
LITIGATION
PROPERTY
LAWYERS

Services Agreement

Dated:

Tasmanian Forests and Forest Products
Network Ltd.

The person named in Item 1 of Schedule 1

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This Agreement made the _____ day of _____, 2020

Parties

1. **Tasmanian Forests and Forest Products Network Ltd.** (ACN 624 613 163) the registered office of which is situated at WLF 160 Collins Street, Hobart in Tasmania (**Principal**)
2. **The person named in Item 1 of Schedule 1 (Service Provider)**

Background

- A. The Principal entered into a Commonwealth grant agreement with the Commonwealth on or around 4 April 2019 to carry out the Regional Forestry Hubs Activities (**Commonwealth Grant Agreement**).
- B. The Principal invited offers for carrying out parts of the Regional Forestry Hubs Activities.
- C. The Service Provider submitted an offer dated [insert date] (**EOI Response**) to carry out the Services pursuant to the EOI Form.
- D. By a letter dated [insert date], the Principal accepted the Service Provider's EOI Response.
- E. Pursuant to the terms of the EOI Form, on acceptance, the Service Provider is required to enter into and sign this Agreement.
- F. This Agreement constitutes the agreement as defined in the EOI Form and records and confirms the terms upon which the Service Provider must carry out the Services.

Operative Part

1. Definitions and Interpretation

1.1. Definitions

In this Agreement, the following Capitalised expressions have the following meaning:

Agreement means this Agreement and includes any schedules, and any amendments to this Agreement from time to time.

Business Day means any day which is not Saturday, Sunday or a public holiday in Hobart, Tasmania.

Commencement Date means the date of this Agreement.

Commonwealth means the Commonwealth of Australia represented by the Department of Agriculture and Water Resources.

Confidential Information means, in relation to a party, all trade secrets, ideas, know-how, concepts and information whether in writing or otherwise relating in any way to that party, its sub-licensees, agents and employees, its affairs or business, sales, marketing or promotional information, the terms of this Agreement, and including any such information in the party's

power, possession or control concerning or belonging to any third party but does not include information that:

- a. is or becomes part of, the public domain otherwise than by breach of this Agreement by either party;
- b. is lawfully obtained by either party from another person without any restrictions as to use and disclosure; or
- c. was in the receiving party's possession prior to disclosure to it by the other party.

End Date means 30 August 2022.

EOI Form means the expression of interest information package requesting applications to carry out the infrastructure report as part of the Regional Forestry Hubs Activities.

Force Majeure means an act of God, war, revolution or any other unlawful act against public order or authority, an industrial dispute, a governmental restraint, a pandemic or any other event which is not within the Service Provider's or Principal's reasonable control (other than lack of funds).

GST refers to goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act)* and the terms used have the meanings as defined in the GST Act.

Infrastructure Report Project Plan means the infrastructure report project plan to be completed by the Service Provider pursuant to the EOI Form.

Intellectual Property Rights means all property in the nature of intellectual or industrial property including all rights in relation to trademarks, patents, copyrights, processes know-how, registered designs or other like rights or any right to apply for registration of any of the former.

Law includes any law, statute, regulation, ordinance, authorisation, ruling, judgment, order or decree of any Governmental Agency in any jurisdiction.

Material means any and all data, information, equipment, content, software (including source code and object code versions), goods and any other materials for the purposes of this Agreement including information, records, documents, equipment and data stored by any means including all copies and extracts of them.

Regional Forestry Hubs Activities means the activities pursuant to the Commonwealth Grant Agreement which support the capacity of the forest industry in Tasmania to meet long term increases in demand for timber, by consulting with stakeholders across the forest value chain to identify and progress industry and regional priorities to meet that demand.

Services means the services described in Item 2 of Schedule 1.

Services End Date means 30 June 2022.

Service Fee means the service fee described in Item 3 off Schedule 1.

Service Provider's Nominated Bank Account means the bank account described in Item 4 of Schedule 1.

Personnel means any natural person who is an employee, officer, agent or professional adviser of a party.

Personal Information has the same meaning as in the *Privacy Act 1988* (Cth).

Principal Material means any and all data, information, equipment, content, software (including source code and object code versions), goods and any other materials provided by or on behalf of the Principal to the Service Provider or accessed by the Service Provider for the purposes of this Agreement including information, records, documents, equipment and data stored by any means.

Term means the period of this Agreement as described in clause 2.2.

1.2. Interpretation

In this Agreement unless the context otherwise requires:

- a. headings are for convenience only and do not affect interpretation;
- b. a reference to a party includes that person's personal representatives and permitted assigns, or being a corporation its successors and permitted assigns and any other person deriving title under that person or corporation;
- c. a reference to the singular includes the plural and vice versa;
- d. a reference to a gender includes all gender;
- e. a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- f. a reference to a thing (including a right) includes a part of that thing;
- g. where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- h. mentioning any thing after the words include, includes or including does not limit the meaning of any thing mentioned before those words;
- i. no rule of construction applies to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or any part of it;
- j. a reference to any legislation or legislative provision includes subordinate legislation, regulation or statutory instrument, made under it and any amendment to or replacement for any of them;
- k. a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Agreement; and

- i. a reference to "dollars" or "\$" is to Australian lawful currency.

1.3. Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

2. Engagement

2.1. Engagement

The Principal has engaged the Service Provider, and the Service Provider has accepted the engagement, to provide the Services on the terms and conditions contained in this Agreement.

2.2. Term of Engagement

This Agreement commences on the Commencement Date and will continue until the End Date unless terminated according to the provisions of this Agreement (**Term**).

2.3. Transition/Decommission Period

- a. The parties acknowledge and agree that the provision of Services will continue until the Services End Date, unless terminated according to the provisions of this Agreement.
- b. The Service Provider must, for the period from the Services End Date to the End Date, comply with all reasonable directions of the Principal to assist in the Principal's transition and/or decommission obligations to the Commonwealth with respect to the Services.

3. Performance of Services

3.1. Provision of Services

- a. The Service Provider must carry out the Services:
 - i. expeditiously and diligently;
 - ii. in a proper, skilful, efficient and professional manner;
 - iii. in accordance with relevant Australian industry standards, best practice and guidelines or where none apply, best practice and guidelines;
 - iv. in accordance with all applicable Laws;
 - v. in accordance with all resolutions, regulations and directions of the Principal as may be given from time to time as to the nature and scope of Services to be provided, acknowledging the Commonwealth may give directions to the Principal;
 - vi. otherwise in accordance with the provisions of this Agreement.
- b. In carrying out the Services, the Service Provider must comply with the requirements of those policies, protocols and guidelines as outlined in Item 5 of Schedule 1.

3.2. Service Provider Representations and Warranties

The Service Provider represents and warrants that:

- a. it has full power and authority to enter into this Agreement;
- b. it has all the necessary resources to lawfully perform the Services and grant the rights to the Principal specified in this Agreement;
- c. it and its Personnel have the necessary experience, skill, knowledge and competence to perform the Services;
- d. all information and reports given to the Principal under this Agreement will be correct, complete and not misleading;
- e. neither it nor any of its Personnel has any actual or perceived conflict of interest or anticipates such a conflict, relevant to the performance of the Services;
- f. it will promptly notify and fully disclose to the Principal any actual or threatened event or occurrence arising during the Term which could have an adverse effect on the Service Provider's ability to perform any of its obligations under this Agreement;
- g. it will promptly notify the Principal and fully disclose all material information if it becomes subject in any way to the operation of any Law relating to insolvency or bankruptcy; and
- h. no litigation, arbitration, mediation, conciliation or proceedings (including any investigations) are taking place, pending, or to the knowledge of any of its officers after due inquiry, are threatened, which, if adversely decided, could have an adverse effect on its ability to perform its obligations under this Agreement.

4. Sub-Contracting

- a. The Service Provider is responsible for the performance of the Services, including in relation to any tasks undertaken by subcontractors.
- b. The Service Provider must not sub-contract or otherwise deal with its rights or obligations under this Agreement without the Principal's prior written consent (such consent must not be unreasonably withheld).
- c. The Service Provider must ensure that any sub-contract contains terms that oblige the sub-contractor to perform its obligations under the sub-contract in a way that ensures that the Service Provider complies with its obligations under this Agreement.
- d. The Service Provider must remove a subcontractor from the performance of the Services at the reasonable request of the Principal and at no additional cost to the Principal.

5. Payment of Service Fee and Invoicing

5.1. Calculation of Service Fee

- a. The Principal will pay the Service Provider the Service Fee in the amounts and manner detailed in Schedule 1 and in accordance with this clause 5, subject to clauses 5.3, 5.4 and 5.5 and the Service Provider giving the Principal a valid tax invoice compliant with the GST Act and the Service Provider meeting all performance milestones associated with the payment of the Service Fee or relevant portion of the Service Fee.
- b. Notwithstanding anything to the contrary in this Agreement, the Service Fee is inclusive of all costs and expenses incurred by the Service Provider, regardless of whether such costs and expenses were foreseeable or not at the time of entering into this Agreement.

5.2. When and How Payable

The Principal must pay to the Service Provider's Nominated Bank Account, or as otherwise directed in writing by the Service Provider, the Service Fee within 30 days (or such other period as may be agreed in writing between the parties) of receiving a valid tax invoice pursuant to clause 5.1.

5.3. Payment Subject to Payment by the Commonwealth

The Principal is not required to make any payment to the Service Provider unless it has first received the relevant funds from the Commonwealth pursuant to the Commonwealth Grant Agreement.

5.4. Withholding Service Fee

- a. Notwithstanding any other provision of this Agreement, the Principal may by written notice withhold payment of any amount of the Service Fee and/or take any other action specified in this Agreement if it reasonably believes that:
 - i. the Service Provider has not complied with its obligations under this Agreement;
 - ii. the Service Provider is unlikely to be able to perform the Services or manage the Service Fee in accordance with this Agreement; or
 - iii. there is a serious concern relating to the Service Provider or this Agreement that requires investigation.
- b. A notice under clause 5.4a will contain the reasons for any action taken under clause 5.4a and, where relevant, the steps the Service Provider can take to address those reasons.
- c. The Principal will only be obliged to pay a withheld amount once the Service Provider has addressed the reasons contained in the notice under clause 5.4a to the Principal's reasonable satisfaction.

5.5. Disputed Invoice

- a. If the Principal disputes the amount of the invoice submitted by the Service Provider, then the Principal is not obliged to pay the disputed portion of the invoice until the

dispute is resolved, but the Principal must pay all other non-disputed amounts in accordance with this clause 5.

- b. The Service Provider must not suspend, cancel or withdraw the provision of the Services in whole or in part as a result of a disputed invoice.

6. Record Keeping and Return of Principal Material

6.1. Records

- a. The Service Provider must keep financial accounts and other records that detail and document the conduct and management of the Services.
- b. The records to be maintained in accordance with clause 6.1 must be held for seven years after the End Date or such other time specified in writing by the Principal, and copies must be provided to the Principal upon request.

6.2. Return of Principal Material

- a. The Service Provider must, unless otherwise directed in writing by the Principal, promptly return all Principal Material after expiry or termination of this Agreement, however occurring.
- b. The Service Provider, to comply with the Privacy Act 1988 (Cth), the Australian Privacy Principles, and any other applicable Law relating to privacy the Service Provider, will obtain all required consents to satisfy the requirements of clause 6.2a.

7. GST

- a. All amounts expressed or determined to be payable under this Agreement are calculated and will be determined inclusive of GST.
- b. The supplier must provide to the recipient a tax invoice in accordance with the GST Act. Any party issuing a tax invoice must be registered for Australian Business Number purposes.

8. Legal Relationship

The parties agree that:

- a. their relationship is that of principal-independent contractor with respect to each other;
- b. nothing contained in this Agreement will create an association, partnership, joint venture or employment relationship between the Service Provider and the Principal;
- c. this Agreement does not authorise or create any obligation on behalf of the other party except as expressly permitted under this Agreement; and
- d. neither party can represent itself as being authorised to bind or represent the other party.

9. Insurance

9.1. Required policies

The Service Provider, as from the Commencement Date, must maintain policies of insurance for:

- a. any insurances required by Law or which a prudent contractor would effect; and
- b. any other insurance reasonably required by the Commonwealth and notified by the Principal.

9.2. Requirements

- a. The insurance policies in clause 9.1 must:
 - i. note the Principal as an interested party;
 - ii. be placed with a reputable and solvent insurer reasonably approved by the Principal; and
 - iii. provide that the policy will not be amended or cancelled without 14 days' prior written notice.
- b. The Service Provider must provide proof of insurance to the Principal upon written request and within the time specified in the request.

10. Indemnity

10.1. Service Provider Indemnifies the Principal

The Service Provider indemnifies and must keep the Principal and its contractors, officers, employees and agents (**Indemnified Persons**) indemnified, against all losses, damages, liabilities, claims and expenses (including legal costs), whatsoever which may be brought or made or claimed against them arising, out of, from, or in relation to the Service Provider's supply of the Services under this Agreement.

10.2. Proportionate Reduction in Liability

The Service Provider's liability under clause 10.1 is reduced proportionately to the extent that it was caused by the Principal's wrongful (including negligent) act or omission.

10.3. Survival of obligations

The provisions of this clause 10 will survive and continue to bind the parties after expiry or termination of this Agreement.

11. Intellectual Property Rights

11.1. No effect on Pre-existing Intellectual Property Rights

The ownership of Intellectual Property Rights which exist before the Commencement Date (**Pre-existing Intellectual Property Rights**) is not altered, transferred or assigned merely by virtue of its use by a party in accordance with this Agreement.

11.2. Ownership of Intellectual Property Rights

- a. The Service Provider acknowledges and agrees that all Intellectual Property Rights in any materials in whatever form that are created, developed or produced by the Service Provider or on behalf of the Service Provider (**Service Provider Materials**) and/or the Principal at any time during the Term which are in any way connected with this Agreement are the property of the Principal as created (**Contract Materials**).
- b. To the extent that Intellectual Property Rights in any Contract Materials which are Service Provider Materials do not vest in the Principal on creation, the Service Provider:
 - i. hereby assigns to the Principal all their right, title and interest throughout the world in those Service Provider Materials to the Principal, including as an assignment of future rights; and
 - ii. agrees to promptly do any and all acts and execute all documents necessary to fully assign those Intellectual Property Rights to the Principal.

11.3. Licence to use Intellectual Property

- a. If the Service Provider provides any material to the Principal that contains any Pre-existing Intellectual Property Rights then the Service Provider grants to the Principal a non-exclusive licence for the Term to use that material for the purposes of this Agreement.
- b. The Principal grants the Service Provider a non-exclusive, non-transferrable licence for the Term to use any Contract Materials and Principal Material solely for the purposes of this Agreement.

11.4. Licence Excludes Trade Marks

The licences granted under clause 11.3 do not include a licence to use the trade marks (registered or unregistered) of the party granting the licence for any purpose, unless that party in its absolute discretion gives prior consent in writing to a particular use.

12. Force Majeure

- a. Subject to clause 12b, where Force Majeure prevents or delays either party from performing any obligation under this Agreement, that obligation is suspended as long as the Force Majeure subsists.
- b. If any Force Majeure continues for a period of 30 days or more, either party may (without affecting the accrued rights and obligations of the parties as at the Termination Date) terminate this Agreement immediately by written notice to the other.

13. Privacy

- a. In carrying out the Services, if the Service Provider obtains any Personal Information, the Service Provider must:
 - i. comply with the Privacy Act 1988 (Cth), the Australian Privacy Principles and any other applicable Law relating to privacy;
 - ii. not do anything which, if done by the Principal, would be a breach of an Australian Privacy Principle;
 - iii. ensure that any of the Service Provider's Personnel who deal with Personal Information for the purposes of this Agreement are aware of the privacy requirements pursuant to clause 13a.i and the Service Provider's obligations under this clause 13; and
 - iv. immediately notify the Principal if the Service Provider becomes aware of an actual or possible breach of this clause 13 by the Service Provider or any of the Service Provider's Personnel.

- b. In carrying out the Services, the Service Provider agrees not to send any Personal Information outside Australia without the Principal's prior written consent. The Principal may impose any conditions it considers appropriate when giving such consent.

14. Confidentiality

14.1. Confidential Information

Each party acknowledges that it or its Personnel may be given access to Confidential Information of the other party in the course of negotiating or performing this Agreement.

14.2. No Disclosure

Each party will keep confidential the Confidential Information of the other party and will not disclose it to any third party or use it otherwise than:

- a. for the purpose of this Agreement;
- b. as authorised in writing by the other party;
- c. as required by any law, stock exchange, judicial or parliamentary body or governmental agency; or
- d. by way of disclosure to that party's professional advisors who have agreed to keep confidential the Confidential Information.

14.3. No Unauthorised Copying

No party will copy any document containing Confidential Information of the other party except as necessary to perform this Agreement.

14.4. Return of Materials

On termination of this Agreement each party will return to the other party all documents or copies of documents containing information which is, at the date of termination, Confidential Information of that other party.

14.5. Responsibility of Employees, Agents etc.

Each party will ensure that its employees, agents, contractors and other persons to whom Confidential Information of the other party may be disclosed at any time comply with this clause as if they were a party to this Agreement.

14.6. Employees and Contractors

From the date of this Agreement until the date this Agreement is terminated, neither party will solicit for employment, whether directly or indirectly through an associated or subsidiary company or otherwise, any person who is employed or contracted by the other party during the term of this Agreement.

14.7. Survival of obligations

Clauses 14.1 through to 14.6 survive after the End Date.

14.8. Third Party Confidential Information

- a. For the purpose of this clause 14.8, **Confidential Information** has the same meaning given in clause 1.1, however, is in relation to confidential information of a third party which is provided to the Service Provider by that third party.
- b. If the Service Provider is given access to Confidential Information, the Service Provider must, if requested to do so by the third party, enter into a confidentiality agreement (on reasonable terms) with that third party.

15. Commonwealth Requirements

15.1. Acknowledgement of Commonwealth Grant Agreement

Notwithstanding anything else in this Agreement, the Service Provider (having read the general grant conditions of the Commonwealth Grant Agreement which is attached as Annexure A:

- a. acknowledges that the Principal is bound by the Commonwealth Grant Agreement and that the Service Provider's acts or omissions (except where acting in accordance with the terms of this Agreement) may cause the Principal to breach or otherwise incur liabilities under the Commonwealth Grant Agreement; and
- b. will not do or permit anything to be done which would cause the Principal to be in breach of the Commonwealth Grant Agreement; and
- c. must comply with all reasonable directions of the Commonwealth received by the Principal and notified to the Service Provider.

15.2. Confidential information

The Service Provider must allow the Principal to disclose the Service Provider's Confidential Information to the Commonwealth to the extent necessary to allow the Principal to comply with its obligations under the Commonwealth Grant Agreement.

15.3. Reporting

- a. The Service Provider must provide the Principal with any report, or assistance in preparing any report, as directed by the Principal in order for the Principal to comply with the Commonwealth Grant Agreement.
- b. In addition to the obligations in clause 15.3a, the Service Provider agrees to:
 - i. liaise with and provide assistance and information to the Principal as reasonably required by the Principal; and
 - ii. comply with the Principal's reasonable requests, directions and monitoring requirements,

in relation to the Services.
- c. If the Principal, acting reasonably, has concerns regarding the performance of the Services or the management of the Service Fee, the Principal may by written notice require the Service Provider to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

16. Dispute Resolution

16.1. Resolution of Disputes

Each party agrees that if any dispute or difference arises between the parties in relation to the construction of this Agreement or any matter or thing of any nature arising under or in connection with this Agreement, such dispute or difference must be resolved in the following manner:

- a. first, either party must provide the other party a written notice, setting out the dispute or the difference;
- b. on receipt of the notice in clause 16.1a, the parties must use their best endeavours to resolve the dispute, including meeting with each other to discuss a possible resolution;
- c. if the dispute or difference is unresolved, after seven days of the notice in clause 16.1a or such other time as agreed between the parties in writing, the parties may refer the dispute or difference for mediation to a single mediator:
 - i. agreed by the parties; or
 - ii. if no agreement is reached within seven days, appointed by the then President of the Law Society of Tasmania;
- d. the parties must use their best endeavour to resolve the dispute at mediation, including attending, in person or by representative, every session of mediation; and

- e. unless the dispute or difference cannot be resolved in accordance with these clauses 16.1a, 16.1b, 16.1c and 16.1d within three months of the notice in clause 16.1a or such other time as agreed between the parties in writing:
 - i. neither party can commence a proceeding in any tribunal or court without the prior written consent from the other party; and
 - ii. any such proceeding will be stayed until this clause 16.1 is fully complied with.
- f. The costs of dispute resolution will be borne by the parties equally and each party must pay their own legal expenses in respect of the determination.

16.2. Conduct During Dispute

- a. Unless clause 16.2b applies, the parties must each continue to perform their respective obligations under this Agreement pending resolution of the dispute.
- b. The parties may agree in writing to suspend performance of each parties respective obligations under this Agreement when a dispute exists.

16.3. Not to Prejudice Rights

Nothing in this Agreement will prejudice the right of either party to institute proceedings to enforce a payment due under this Agreement or to seek urgent injunctive or declaratory relief in respect of a dispute under any matter arising under this Agreement.

17. Conflict of Interest

If during the Term, any actual, perceived or potential conflict of interest arises in relation to the Service Provider or its Personnel or there is any material change to a previously disclosed conflict of interest in relation to the Services, the Service Provider must:

- a. notify the Principal promptly and make full disclosure of all relevant information relating to the conflict; and
- b. take any steps the Principal reasonably requires to resolve or otherwise deal with that conflict.

18. Termination

18.1. Termination for Default by the Service Provider

The Principal may terminate this Agreement immediately by written notice to the Service Provider if:

- a. the Service Provider commits a breach of this Agreement and the breach is incapable of remedy;
- b. the Service Provider commits a breach of this Agreement which is capable of remedy and does not rectify that breach within 10 Business Days of the Principal giving written notice of the breach to the Service Provider; or

- c. the Service Provider becomes unable to pay its debts as and when they fall due, or otherwise is subject to any form of insolvency or administration.

18.2. Termination for Default by the Principal

The Service Provider may terminate this Agreement immediately by written notice to the Principal if:

- a. the Principal commits a breach of this Agreement and the breach is incapable of remedy;
- b. the Principal commits a breach of this Agreement which is capable of remedy and does not rectify that breach within 10 Business Days of the Service Provider giving written notice of the breach to the Principal; or
- c. the Principal becomes unable to pay its debts as and when they fall due, or otherwise is subject to any form of insolvency or administration.

18.3. Consequences of Termination

- a. On termination of this Agreement:
 - i. the Service Provider will immediately hand over or return to the Principal all documents or things provided by the Principal to the Service Provider during the Term including any Confidential Information of the Principal; and
 - ii. the Principal will:
 - A. return to the Service Provider any Confidential Information of the Service Provider.
 - B. pay to Service Provider any outstanding tax invoices including GST for Services performed by the Service Provider prior to the date of termination.
- b. For the avoidance of doubt, the Principal will not be required to pay the Service Fee other than for any instalment of the Service Fee, in accordance with Item 3 of the Information Table, which is payable at the date of termination.
- c. Termination of this Agreement for any reason does not extinguish or otherwise affect any rights of either party against the other which accrued prior to the time of the termination.

18.4. Principal's Step-In Rights

- a. The Principal may immediately step-in and deliver the Services on written notice (**Step-in Notice**) to the Service Provider if:
 - i. the Service Provider commits a breach of this Agreement and the breach is incapable of remedy;
 - ii. the Service Provider is in breach of this Agreement and the breach is not remedied within 10 Business Days of the Principal giving written notice of the breach to the Service Provider; or

- iii. the Service Provider becomes unable to pay its debts as and when they fall due, or otherwise is subject to any form of insolvency or administration.
- b. If the Principal gives a Step-In Notice pursuant to clause 18.4a, the Principal may complete the Services or do any other thing necessary to effect completion of the Services in accordance with this Agreement.
- c. The Service Provider must do, at its own expense, everything reasonably necessary to enable the Principal to exercise its right pursuant to this clause 18.4.
- d. If the Principal gives a Step-In Notice pursuant to clause 18.4a, from the date the Step-in Notice takes effect, the Principal will not be required to pay the Service Fee other than for any instalment of the Service Fee, in accordance with Item 3 of the Information Table, which is payable at the date the Step-in Notice takes effect.

19. Cancellation for Convenience

- a. The Principal may terminate this Agreement by written notice of cancellation, due to the Commonwealth terminating the Commonwealth Grant Agreement.
- b. On receipt of a notice of cancellation under this clause 19, the Service Provider must:
 - i. stop the performance of the Service Provider's obligations as specified in the notice; and
 - ii. take all available steps to mitigate loss resulting from the cancellation.
- c. In the event of cancellation under this clause 19, the Principal will only be liable to pay any part of the of the Service Fee due and owing to the Service Provider under this Agreement at the date of the notice.
- d. The Principal's liability to pay any amount under this clause 19 is:
 - i. subject to the Service Provider's compliance with this Agreement; and
 - ii. limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Service Fee.
- e. The Service Provider will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Service Provider but for the cancellation or reduction in the scope of the Services under clause 19a.

20. Notices

20.1. Method of Giving Notices

A notice required or permitted to be given by one party to the other under this Agreement must be in writing, signed by the party giving it or their duly appointed solicitor (or, in either case, sent by email from that party's email address), and is deemed as being duly given if:

- a. personally delivered to that party;
- b. sent by pre paid post, addressed to the other party;

- c. transmitted by facsimile, to the other party's facsimile number; or
- d. transmitted by email, to the other party's email address.

20.2. Address of Participants

A notice given to a party in accordance with clause 20.1 is deemed to have been duly given and received if delivered, sent or transmitted to:

- a. the address, facsimile number or email address of the party set out in this Agreement for service; or if none:
 - i. the address set out in the party's description in this Agreement; or
 - ii. the address (which is not a post office box), facsimile number, or email address appearing on the party's letterhead or website; or
- b. if the party expressly gives notice of a substituted address (provided it is within Australia), facsimile number or email address for service of the notice or notices generally, that substitute.

20.3. Time of Service

A notice given to a party in accordance with clause 20.1 and 20.2 is deemed to have been duly given and received (with the paragraph in this clause 20.3 corresponding with the same paragraph in clause 20.1):

- a. on the day of delivery;
- b. if sent by Australia Post between addresses within Australia, after the day on which it is posted:
 - i. by "Priority" post - four Business Days;
 - ii. by "Express Post" - two Business Days;
 - iii. by "Regular" post, the greatest number of Business Days which Australia Post's website estimates is applicable to mail sent on the day it is posted and between those locations; and
- c. on the day of transmission, where the person giving the notice has received no indication in any form that the facsimile has not been received, however if such delivery is later than 4.00pm or not on a Business Day, at 9.00am on the next Business Day;
- d. on the day of transmission where the person giving the notice has received no indication in any form within one hour of attempted transmission that the email has not been received, or, where transmission is later than 4.00pm on a Business Day, on the next Business Day, where the person giving the notice has received no indication in any form by 9.00am on the next Business Day that the email has not been received.

21. Miscellaneous

21.1. Governing Law

This Agreement is governed by the laws of Tasmania, and the parties submit to the non-exclusive jurisdiction of the courts of Tasmania.

21.2. Variation

This Agreement may not be varied or amended except in writing signed by the parties.

21.3. Liability

An obligation or liability on the part of two or more persons binds them jointly and each of them severally.

21.4. Assignment

A party may not, without the prior written consent of the other party (which may be given or withheld in its absolute discretion), assign this Agreement or any of its rights under this Agreement.

21.5. Severance

If any provision of this Agreement is or becomes legally ineffective, under common law or legislation, the ineffective provision may be severed from this Agreement which otherwise continues to be valid and operational. The parties will agree on an arrangement having a legal and economic effect which will be as similar as possible to the ineffective provision.

21.6. Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

21.7. Entire agreement

This Agreement together with the EOI Form constitutes the sole and entire agreement between the parties on the subject matter.

21.8. Counterparts

This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

21.9. Further Agreements

Each party must sign, execute and deliver all Agreements, documents and instruments and do all acts reasonably required of it by notice from another party to effectively carry out and give full effect to this Agreement and the rights and obligations of the parties under it.

21.10. Merger or Non-Merger

Any provision of this Agreement which is not fully completed, observed or performed immediately before completion of this Agreement or is capable of taking effect after completion does not merge on the completion but continues in full force and effect after completion.

Executed by the parties as an agreement.

Executed by Tasmanian Forests and Forest Products Network Ltd. in accordance with section 127(1) of the Corporations Act 2001)
)
)

.....
Director Secretary/Director

.....
Name of Director (print) Name of Secretary/Director (print)

Executed by The person named in Item 1 of Schedule 1 in accordance with section 127(1) of the Corporations Act 2001)
)
)

.....
Director Secretary/Director

.....
Name of Director (print) Name of Secretary/Director (print)

Or where the Service Provider is an individual

Signed by _____ in the presence of:)
)

Witness signature

Full name (print)

Witness address

Schedule 1 – Information Table

Item		
1.	Service Provider	[insert]
2.	Services	<p>The Service Provider will prepare the infrastructure report (Infrastructure Report) in line with the report requirements (Report Requirements) described in the EOI Form.</p> <p>The report must be a rigorous, effective and detailed assessment of the relevant infrastructure priorities to determine the technical issues, needs and opportunities for progress of the forestry industry in the south of Tasmania into the future</p> <p>Note that for some analysis purposes in the context of the Infrastructure Report, Tasmania will need to be considered as an entire geographic region, versus the analysis only being focussed on the southern regional area identified in Figure 1.</p> <p>In producing the Infrastructure Report the Service Provider will:</p> <ul style="list-style-type: none"> • Define the short-term (1 to 3 year) infrastructure needs of the forestry sector to promote tree planting and forestry investment in southern Tasmania. • Define the medium-term infrastructure opportunities for the forestry sector to 2050 to promote tree planting and forestry investment in southern Tasmania. • Define and evaluate long term access to, and usage of, Hobart port to 2050 for forest products, to promote tree planting and forestry investment in southern Tasmania. <p>The Service Provider must incorporate consultation with with industry, state and local governments and other key stakeholders, and community into the Infrastructure Report.</p>

		<p>The Service Provider must consult and engage with key stakeholders, including but not limited to:</p> <ul style="list-style-type: none"> • Forest growers • Processors • Local, State and Commonwealth government • Transport and freight providers • Other groups as per the priority issues for the region, for example, relevant supply chain actors • Local, State and Commonwealth Government agencies as appropriate <p>The Service Provider must facilitate stakeholder interviews and/or consultation workshops throughout the Infrastructure Report preparation process.</p> <p>The Service Provider must provide a progress report weekly to the Hub General Manager which details progress against the approved Infrastructure Report Project Plan for the duration of the provision of the Services.</p> <p>The following is in scope for the Infrastructure Report as provided in the EOI Form:</p> <p><i>In Scope</i></p> <ul style="list-style-type: none"> • Review of existing reports and literature on southern Tasmania infrastructure and Hobart Port; <ul style="list-style-type: none"> ○ <i>including Rolley Infrastructure Report, Department of State Growth materials including Road Freight Survey, TasRail Investment Plan, TasPorts Master Plan;</i> ○ <i>literature review to cover documentation dating back to 2005.</i> • Rail infrastructure; including both rail network and rolling stock. • Road infrastructure; including heavy vehicle routes. • Sea; including Hobart port and domestic freight.
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		<ul style="list-style-type: none"> • Define existing infrastructure commitments including their estimated cost. • Identify potential new infrastructure projects and their estimated cost. • Identify cost efficiency and optimization opportunities. • Identify pathways to remove infrastructure bottlenecks and constraints. • Evaluate domestic sea freight feasibility. • Evaluate freight forward market opportunities. • Hobart Port specific scoping requirements: <ul style="list-style-type: none"> ○ Conduct cost benchmarking exercise of Hobart port user fees versus other Tasmanian Ports (i.e. Bell Bay). ○ Conduct economic analysis that quantifies the benefits of forestry products (whole logs, wood chips etc) moving through Hobart port and the consequent value of Hobart port infrastructure; <ul style="list-style-type: none"> ▪ <i>adopt broad view of forestry value chain and consider flow on economic effects (e.g. harvest and haulage, silviculture etc.);</i> ▪ <i>consider direct and indirect employment; impact on plantation estate values; impact on scale and likelihood of re-planting after harvesting etc.</i> ○ Evaluate current and future infrastructure integration with Hobart port; consider road, rail and sea;
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		<ul style="list-style-type: none"> ▪ <i>evaluate establishment of Northern access to Hobart port in this context.</i> ○ All forest products that could travel through Hobart Port are in scope (including woodchips and wood pellets/bio energy). • Time frame: consider both short and medium term to 2050. <p>The following is out of scope for the Infrastructure Report as provided in the EOI Form:</p> <p>Out of Scope</p> <ul style="list-style-type: none"> • Evaluate reactivation of rail into Hobart port. • Evaluate Hobart City traffic congestion.
3.	Service Fee	<p>An amount equal to \$..... (Service Fee)</p> <p>Notwithstanding clause 5.2, the Service Fee is payable in the following instalments:</p> <ul style="list-style-type: none"> • 20 percent of the Service Fee is payable as soon as reasonably practicable upon the Service Provider completing an Infrastructure Report Project Plan which is approved by the Principal it being acknowledged and agreed that this will be completed 3 weeks from the Commencement Date; • 20 percent of the Service Fee is payable as soon as reasonably practicable upon the Service Provider completing a stakeholder consultation process, incorporating consultation with industry, state and local governments, other key stakeholders and the community which is approved by the Principal it being acknowledged and agreed that this will be completed 7 weeks from the Commencement Date; • 30 percent of the Service Fee is payable as soon as reasonably practicable upon the Service Provider completing a penultimate draft Infrastructure Report which is approved by the Principal it being

		<p>acknowledged and agreed that this will be completed 11 weeks from the Commencement Date;</p> <ul style="list-style-type: none"> • 30 percent of the Service Fee is payable as soon as reasonably practicable upon the Service Provider completing a final Infrastructure Report which is approved by the Principal it being acknowledged and agreed that this will be completed 14 weeks from the Commencement Date; <p>For the avoidance of doubt, each instalment of the Service Fee is not payable until the Principal approves that the relevant part of the Services has been completed.</p>
4.	Service Provider's Nominated Bank Account	<p>BSB Number:</p> <p>Financial Institution:</p> <p>Account Number:</p> <p>Account Name:</p>
5.	Compliance Requirements	Departmental Policies

Annexure A – Commonwealth General Grant Conditions

Commonwealth General Grant Conditions

Schedule 1

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge the Commonwealth's support in Material published in connection with this Agreement and agrees to use any form of acknowledgment the Commonwealth reasonably specifies.

3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of its other requirements under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

3.3 The Commonwealth may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes are not variations for the purpose of clause 7.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify the Commonwealth promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 The Commonwealth agrees to pay the Grant to the Grantee in accordance with the Grant Details.

8.2 The Commonwealth may by notice withhold payment of any amount of the Grant where it reasonably believes the Grantee has not complied with this Agreement or is unable to undertake the Activity.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps the Grantee can take to address those reasons.

8.4 The Commonwealth will pay the withheld amount once the Grantee has satisfactorily addressed the reasons contained in a notice under clause 8.2.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a statement signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

10. Repayment

10.1 If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to the Commonwealth unless agreed otherwise.

10.2 The amount to be repaid under clause 10.1 may be deducted by the Commonwealth from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11. Record keeping

The Grantee agrees to maintain records of the expenditure of the Grant.

12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for Commonwealth Purposes.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide the Commonwealth with proof when requested.

16. Indemnities

16.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage.

17. Dispute resolution

17.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

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17.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

17.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

18. Termination for default

The Commonwealth may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19. Cancellation for convenience

19.1 The Commonwealth may cancel this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the Commonwealth believes will negatively affect the Grantee's ability to comply with this Agreement.

19.2 The Grantee agrees on receipt of a notice of cancellation under clause 19.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

19.3 In the event of cancellation under clause 19.1, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 19.3(a).

19.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

19.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

20. Survival

Clauses 10, 12, 13, 14, 16, 20 and 21 survive termination, cancellation or expiry of this Agreement.

21. Definitions

In this Agreement, unless the contrary appears:

- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Asset** means any item of property purchased wholly, or in part, with the use of the Grant[, excluding Activity Material [and/, Intellectual Property Rights] [and real property].
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth General Grant Conditions** means this document.
- **Commonwealth Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee as specified in the Grant Details and includes any interest earned by the Grantee on that money once the Grant has been paid to the Grantee.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.
- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.