

DATED _____

CONSULTANCY AGREEMENT

BETWEEN

REGIONAL DEVELOPMENT AUSTRALIA ADELAIDE METROPOLITAN
INCORPORATED
ABN: 51 158 580 402

- AND -

//CONSULTANT//

ABN: //

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CONSULTANCY AGREEMENT

AGREEMENT dated //

PARTIES:

REGIONAL DEVELOPMENT AUSTRALIA ADELAIDE METROPOLITAN
INCORPORATED
("The Client")

AND

//
("The Consultant")

AGREED TERMS:

1. DEFINITIONS

In this Agreement unless provided otherwise :

- 1.1 "Approved Subcontractors" means the entities named in Item 6 of the Schedule;
- 1.2 "Business Day" means any day that is not a Saturday or Sunday or a public holiday in Adelaide under the Holidays Act, 1910;
- 1.3 "the Client's Representative" means the person named in Item 5 of the Schedule;
- 1.4 "the Consultant's Representative" means the person named in Item 5 of the Schedule;
- 1.5 "Commencement Date" means the date specified in Item 1 of the Schedule;
- 1.6 "Completion Date" means the date specified in Item 2 of the Schedule;

- 1.7 **“Confidential Information”** means information disclosed by or on behalf of a party to this Agreement that:
- 1.7.1 is by its nature confidential or by the circumstances in which it is disclosed is confidential; or
 - 1.7.2 is designated by the disclosing party as confidential or identified in terms connoting its confidentiality;
- but does not include information which is or becomes public knowledge other than by a breach of this Agreement;
- 1.8 **“the Consultant’s Team”** means the Specified Personnel, Approved Subcontractors, employees, agents and any other person employed or engaged by the Consultant for the purposes of this Agreement and this definition means any one of them;
- 1.9 **“Document”** means any embodiment of any text or image however recorded;
- 1.10 **“Fee”** means the fees specified in Item 3 of the Schedule;
- 1.11 **“Insolvency Administration”** means :
- 1.11.1 an administrator is appointed to the Consultant or action is taken to make that appointment;
 - 1.11.2 the Consultant resolves to be wound up;
 - 1.11.3 an application is made to a court for an order or an order is made that the Consultant be wound up (whether on grounds of insolvency or otherwise);
 - 1.11.4 the Consultant ceases to carry on business;
 - 1.11.5 a receiver or a receiver and manager of property of the Consultant is appointed whether by a court or otherwise;
 - 1.11.6 an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Consultant or one of them is appointed, whether or not under an order;
 - 1.11.7 the Consultant enters into a compromise or arrangement with its creditors or a class of them; or

- 1.11.8 the Consultant is or states that it is unable to pay its debts when they fall due.
- 1.12 “**Intellectual Property Rights**” means any patent, copyright, trademark, trade name, design, trade secret, know how or other form of intellectual property right whether arising before or after the execution of this Agreement and the right to registration of these rights;
- 1.13 “**the Services**” means those services the Consultant must perform as specified in the Services Specification;
- 1.14 “**Services Specification**” means the document forming the Annexure as described in clause 5;
- 1.15 “**Specified Personnel**” means the persons named in Item 7 of the Schedule.

2. INTERPRETATION

- 2.1 In this Agreement unless a contrary intention is evident:
- 2.1.1 the clause headings are for convenient reference only and they do not form part of this Agreement;
- 2.1.2 a reference to a clause number is a reference to all its subclauses;
- 2.1.3 a reference to a clause, subclause, schedule or annexure is a reference to a clause, subclause, schedule or annexure of this Agreement;
- 2.1.4 a word in the singular includes the plural and a word in the plural includes the singular;
- 2.1.5 a word importing a gender includes any other gender;
- 2.1.6 a reference to a person includes a partnership and a body corporate;
- 2.1.7 a reference to legislation includes legislation repealing, replacing or amending that legislation;
- 2.1.8 a reference to dollars is a reference to Australian dollars;
- 2.1.9 where a word or phrase is given a particular meaning other parts of speech or grammatical forms of that word or phrase have corresponding meanings.

- 2.2 This Agreement incorporates the attached schedules and annexures.
- 2.3 If the Consultant consists of two or more persons, the Consultant's rights and obligations under this Agreement bind them jointly and severally.
- 2.4 In resolving inconsistencies in this Agreement:
this Agreement (excluding the Schedule and the Annexure),
the Schedule and
the Annexure,
have priority in that order.

3. CONTRACT ADMINISTRATION

- 3.1 The Parties appoint the persons named in Item 5 of the Schedule as their respective Representatives. Each Representative has authority to:
 - 3.1.1 exercise all of the powers and functions of his or her party under this Agreement other than the power to amend this Agreement; and
 - 3.1.2 bind his or her party in relation to any matter arising out of or in connection with this Agreement.
- 3.2 A notice served on a Representative is taken to be notice to that Representative's party.

4. COMMENCEMENT AND PROGRESS

- 4.1 The Consultant must commence the Services on the Commencement Date.
- 4.2 The Consultant must proceed to carry out the Services with diligence and
expedition in accordance with any requirement as to time contained in
this
Agreement.
- 4.3 The Consultant must complete the Services by the Completion Date.

5. SERVICES

- 5.1 The Services are described in the Services Specification.
- 5.2 The Services Specification is contained in the Annexure and may include any of the following:

- 5.2.1 a brief prepared by the Client;
 - 5.2.2 a proposal or offer prepared by the Consultant;
 - 5.2.3 a summary document which sets out amendments to either the brief or proposal and resolving any inconsistencies between them;
 - 5.2.4 an agreed statement of the Services.
- 5.3 If the Services Specification includes more than one document, the later in time prevails over a document of earlier date to the extent of any inconsistency.

6. CONSULTANT'S OBLIGATIONS

- 6.1 The Consultant must perform the Services.
- 6.2 The Consultant must perform its obligations under this Agreement:
 - 6.2.1 professionally, carefully, skilfully and competently;
 - 6.2.2 in a timely and efficient way;
 - 6.2.3 in accordance with the best practices current in the Consultant's industry;
 - 6.2.4 in the interests of the Client without favour to any other person; and
 - 6.2.5 strictly in accordance with the standards referred to in the Services Specification
- 6.3 The Consultant must ensure that all the persons in the Consultant's Team are competent and professional with qualifications and experience appropriate to the tasks they will perform under this Agreement.

Except with the prior written approval of the Client, the Services shall be performed exclusively by the Specified Personnel and the Consultant shall not permit any other person to have access to the Confidential Information under this Agreement or to perform the Services.

The Consultant must ensure that the Services are performed personally by the Specified Personnel.

Nothing in this Agreement relieves the Consultant from its liabilities or obligations under this Agreement to provide the Services in accordance with this Agreement.

6.4 If the Consultant wishes to engage a subcontractor to assist the Consultant in the performance of the Services or obligations under this Agreement the following procedure must be followed:

6.4.1 the Consultant must apply to the Client in writing for approval to appoint a subcontractor and the application must include details of the name of the proposed subcontractor and the tasks that the Consultant proposes that it performs.

6.4.2 The Client may request other information about the proposed subcontractor.

6.4.3 If the Client grants its approval then the approval may be given on such conditions as the Client reasonably considers appropriate.

6.4.4 In the absence of the approval the Consultant must not engage the proposed subcontractor.

Approval of a subcontractor under this clause shall not relieve the Consultant from its liabilities or obligations to provide the Services in accordance with this Agreement.

6.5 In addition to the reporting requirements set out in the Services Specification the Consultant must provide written reports to the Client providing such information as the Client requests on the performance and progress of the Services at intervals reasonably required by the Client.

6.6 The Consultant must ensure that it consults with the Client as much and as often as is reasonably necessary to inform itself of the Client's requirements.

6.7 The Consultant must provide, at its expense, for the duration of this Agreement, all facilities and equipment necessary for the performance of the Services.

6.8 The Consultant must notify the Client promptly if any information or any document provided by the Client is insufficient or inaccurate.

6.9 The Consultant must maintain proper records of the Services performed pursuant to this Agreement.

7. PAYMENTS

7.1 The Client must pay the Consultant the Fee on invoices issued by the Consultant at the times and in the manner set out in the Schedule.

- 7.2 If the Client disputes a claim for payment, the Client must pay any undisputed portion.
- 7.3 The Client is not liable to pay government rates, duties, taxes and charges payable in respect of the Services.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 REGIONAL DEVELOPMENT AUSTRALIA ADELAIDE METROPOLITAN owns all Intellectual Property Rights in all things produced by the Consultant in the course of performance of the Services.
- 8.2 The Consultant must:
 - 8.2.1 disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Client; and
 - 8.2.2 do anything necessary to vest the Intellectual Property Rights in all things produced by the Consultant in the Client.
- 8.3 The Client does not own:
 - 8.3.1 Intellectual Property Rights in the Consultant's methodologies or other proprietary information in existence at or prior to the date of this Agreement; or
 - 8.3.2 copyright in existing publications or other work produced by or on behalf of the Consultant prior to or otherwise than in the course of providing the Services.
- 8.4 If this Agreement is terminated prior to the completion of the Services, the Consultant must license to the Client free of charge the Intellectual Property Rights in the work referred to in subclauses 8.3.1 and 8.3.2 if the Client requires that work for the purpose of completing the Services.

To the extent that the work referred to in subclauses 8.3.1 and 8.3.2 is incorporated in the body of any report or other deliverable provided by the Consultant to the Client under this Agreement, the Consultant must license to the Client free of charge the Intellectual Property Rights in the work referred to in subclauses 8.3.1 and 8.3.2 for the sole purpose of permitting the Client the proper and full use such report or other deliverable.

- 8.5 The Consultant must ensure that in performing the Services, it does not infringe the Intellectual Property Rights of any person.

- 8.6 The Consultant must keep the Client indemnified against all costs, expenses and liabilities whatsoever arising out of or in connection with any claim that the performance of the Services by the Consultant infringes the Intellectual Property Rights of any person.
- 8.7 If the Consultant wishes to submit any of the work it produced under this Agreement for publication in journals, exhibitions or entry for awards the Consultant must first obtain the Client's written consent.

9. DOCUMENTS

- 9.1 The Client owns the Documents, prepared by or for the Consultant arising out of or in connection with this Agreement.
- 9.2 Upon termination and at any other time on demand by the Client, the Consultant must deliver to the Client all Documents provided by or originating from the Client and all Documents produced by or for the Consultant in the course of performing the Services.

10. INDEMNITY

- 10.1 The Consultant's obligation to indemnify the Client under this clause must be reduced in proportion to the extent that any act or omission of the Client gives rise to a legal remedy and contributes to the loss or liability.
- 10.2 The Consultant must keep the Client indemnified from and against any costs, loss, expense or liability of any kind howsoever suffered or incurred by the Client in respect of any loss of life, personal injury or disability, loss of or damage to property, or any other loss whatsoever arising out of:
- 10.2.1 any negligence or wrongful act or omission by the Consultant or the Consultant's Team in connection with or incidental to this Agreement;
 - 10.2.2 any breach of this Agreement by the Consultant; or
 - 10.2.3 the presence of the Consultant and the Consultant's Team or any other person present at their request, at the premises of the Client.

11. INSURANCE

- 11.1 The Consultant must maintain in force at its own expense during the term of this Agreement, public liability insurance in the name of the Consultant for a sum not less than that specified in the Schedule.

- 11.2 The Consultant must maintain in force at its own expense during the term of this Agreement and for a period of [one] year after the termination of this Agreement, professional indemnity insurance in the name of the Consultant for a sum not less than that specified in Item 4 of the Schedule.
- (“Insurance Policies”)
- 11.3 The Consultant must ensure that the Insurance Policies:
- 11.3.1 note the interests of the Client;
 - 11.3.2 provide that any misrepresentation, non-disclosure, breach or other vitiating conduct by any person or a party named in the Insurance Policies, will not affect or diminish the cover afforded by the Insurance Policies in respect of the other party;
 - 11.3.3 provide that an insured may, separately and individually, make a claim under, use, enforce or have the benefit of the Insurance Policies as if it had been solely issued in its name;
 - 11.3.4 provide that if the Insurance Policies cover more than one insured, all insuring agreements and endorsements, with the exception of limits of liability, will operate as if there were a separate policy of insurance covering each insured;
 - 11.3.5 provide that the insurer waives all rights, remedies or relief to which it might become entitled by way of subrogation against any of the persons comprising the insured and that failure by any insured to observe and fulfil the terms of the Insurance Policies will not prejudice the insurance or availability to claim under the Insurance Policies by the other insured; and
 - 11.3.6 are on terms and conditions and with insurers satisfactory to the Client.
- 11.4 The Consultant must, upon written request by the Client, whether before or after the Commencement Date, provide the Client with copies of:
- 11.4.1 the Insurance Policies; and
 - 11.4.2 cover notes or certificates of currency of each Insurance Policy.
- 11.5 The Client in specifying levels of insurance in this Agreement accepts no liability for the completeness of their listing, the adequacy of the sum insured, the limit of liability, the scope of coverage, the conditions or

exclusions of those insurances in respect to how they may or may not respond to any loss, damage or liability.

- 11.6 If one or more members of the Consultant's Team are not workers within the meaning of the Workers Rehabilitation and Compensation Act, 1986, then the Consultant must ensure that the Consultant's Team maintain a policy of insurance indemnifying the Client for any personal injury or disability to the Consultant's Team arising out of or in connection with the performance of the Services.

12. CONFIDENTIALITY OF CLIENT CONFIDENTIAL INFORMATION

If the Client discloses Confidential Information to the Consultant the following provisions apply:

- 12.1 The Consultant must not use the Confidential Information except for the specific purpose of performing the Services, or any other purpose as the Client notifies from time to time in respect of any item of Confidential Information.
- 12.2 The Consultant may only disclose the Confidential Information in the following circumstances:
 - 12.2.1 with the prior written consent of the Client;
 - 12.2.2 to the Specified Personnel or a member of the Consultant's Team (an "Authorised Person"), if
 - 12.2.2.1 the Authorised Person needs the Confidential Information for the specific purpose of performing the Services;
 - 12.2.2.2 the Authorised Person is aware of the confidentiality of the Confidential Information and is obliged to use it only for the specific purpose of performing the Services; and
 - 12.2.2.3 the Consultant has notified the Client, at least seven days in advance of the disclosure, of its intention to disclose the Confidential Information, identifying the Confidential Information, the Authorised Person and the reason why disclosure is necessary for the specific purpose of performing the Services, and the Client has not objected to the disclosure;
 - 12.2.3 if and to the extent that the Consultant is compelled legally to disclose the Confidential Information.

- 12.3 When the Consultant is aware of any steps being taken or considered to compel legally the Consultant or an Authorised Person to disclose the Confidential Information, it must:
 - 12.3.1 to the extent legally permitted, defer and limit the disclosure with a view to preserving the confidentiality of the Confidential Information as much as possible;
 - 12.3.2 promptly notify the Client; and
 - 12.3.3 do anything reasonably required by the Client, including the institution and conduct of legal proceedings at the Client's direction and expense, to oppose or restrict that disclosure.
- 12.4 The Consultant must do everything reasonably possible to preserve the confidentiality of the Confidential Information.
- 12.5 The Consultant must notify the Client promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by this Agreement or with the authority of the Client.
- 12.6 The Consultant must, if required by the Client, deliver to the Client or destroy any Documents containing the Confidential Information and must for that purpose retrieve any Document given to or made by an Authorised Person.
- 12.7 The Consultant acknowledges that all reports, notes, material or Document in any form whatsoever produced by the Consultant in connection with the performance of the Services, or provided to the Consultant by the Client in connection with this Agreement, constitutes Confidential Information of the Client for the purposes of this Agreement.

13. CONFIDENTIALITY OF CONSULTANT CONFIDENTIAL INFORMATION

- 13.1 The Client must not disclose Confidential Information which has been entrusted to it by the Consultant without the consent of the Consultant, unless it is a disclosure:
 - 13.1.1 to Parliament, the Governor, Cabinet, any Minister of the Crown or Parliamentary or Cabinet committee or sub-committee having a proper interest in this Agreement;
 - 13.1.2 which must be made by the Government as a consequence of constitutional convention; or
 - 13.1.3 which:

13.1.3.1 it is reasonable for the Client to make for the purpose of performing its own obligations under this Agreement or monitoring the performance of the Consultant;

13.1.3.2 the law requires the Client to make; or

13.1.3.3 is for the purposes of prosecuting or defending any legal proceedings.

14. TERMINATION

14.1 The Client may terminate this Agreement on seven days notice to the Consultant if the Consultant enters into any form of Insolvency Administration;

14.2 If the Consultant:

14.2.1 merges with another company;

14.2.2 undergoes a change in the effective control of the ownership of the Consultant; or

14.2.3 is the subject of a takeover by another company;

then:

14.2.4 the Consultant must notify the Client within seven days of any of the above events taking place and give full details of the events; and

14.2.5 the Client may terminate this Agreement on seven days notice to the Consultant.

14.3 The Client may terminate this Agreement on seven days notice to the Consultant if the Consultant purports to assign any of its rights or obligations under this Agreement in breach of this Agreement.

14.4 The Client may terminate this Agreement immediately by notice to the Consultant if :

14.4.1 the Consultant has failed, within the time specified in a default notice served on the Consultant, to remedy a breach of any of its obligations under this Agreement; or

- 14.4.2 the Client has served on the Consultant default notices on more than three occasions in respect of the same breach of a provision of this Agreement irrespective of whether the Consultant has remedied the breaches.
- 14.5 The Client may terminate this Agreement immediately by notice to the Consultant if it comes to the Client's attention from whatever source that the Consultant is in an actual conflict of interest in relation to this Agreement.
- 14.6 If the Client fails to pay an undisputed invoice within sixty days of receipt of that invoice the Consultant may terminate this Agreement upon fourteen days notice to the Client.
- 14.7 If any one of the Specified Personnel becomes unable or unwilling to perform the Services prior to completion of the Services, the Consultant must promptly notify the Client and nominate a replacement for such person to continue the work. The nominated person is subject to approval of the Client and the Client may grant approval subject to such conditions as it deems appropriate and are mutually agreed with the Consultant.

If the Consultant has not nominated a replacement or has nominated a person who is not acceptable to the Client, the Client may in its discretion elect to terminate this Agreement upon giving seven days notice to the Client.

- 14.8 Termination of this Agreement has the following effect:
- 14.8.1 if the Client terminates this Agreement the Client must pay the Consultant such of the Fees which have properly accrued up to the date of termination.
- 14.8.2 termination of this Agreement does not affect any accrued right or liability of either party nor will it affect the coming into force or the continuation in force of any provision of this Agreement that is expressly or by implication intended to come into or continue in force on or after the termination.
- 14.8.3 the Consultant upon receiving a notice of termination must arrange for an orderly cessation of work in accordance with any written advice from the Client.

15. CONFLICT OF INTEREST

The Consultant must disclose to the Client in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Consultant or the Consultant's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

16. PUBLICITY

The Consultant must not make or permit to be made a public announcement or media release about any aspect of this Agreement unless the Client first gives the Consultant its written consent.

For any publicity the client and any supporting partners are to be included in any announcement or media communication. This may be in the form of the client or partners logos and requires written consent and approval from the client.

17. GENERAL

17.1 No Assignment

The Consultant must not assign or encumber any of its rights and obligations under this Agreement.

17.2 Relationship between the Parties:

17.2.1 Nothing in this Agreement constitutes any fiduciary relationship between the parties or any relationship of employer and employee, principal and agent, or partnership, between the parties.

17.2.2 No party has any authority to bind the other party in any manner whatsoever.

17.2.3 The Client has no obligations to the Consultant's Team.

17.2.4 The Consultant must pay all remuneration claims and other entitlements payable to the Consultant's Team.

17.2.5 The Consultant is responsible for complying with the requirements of the Income Tax Assessment Act 1936 (Commonwealth) in respect of the Consultant's employees and the Client is not required to make PAYE deductions from the Fee.

17.3 Survival

The provisions of the clauses of this Agreement in relation to documents, intellectual property rights, insurance, indemnity, publicity and confidentiality survive the expiry or termination of this Agreement and in relation to confidentiality, the obligations continue to apply unless the Client notifies the Consultant of its release from those obligations.

17.4 Entire Agreement

17.4.1 This Agreement contains the entire agreement between the parties with respect to its subject matter.

17.4.2 This Agreement supersedes any prior agreement, understanding or representation of the parties on the subject matter.

17.5 Proper Law

The laws in force in South Australia, including law with respect to capacity to contract and manner of performance, apply to this Agreement.

17.6 Jurisdiction of Courts

17.6.1 The courts of South Australia have exclusive jurisdiction to determine any proceeding in relation to this Agreement.

17.6.2 Any proceeding brought in a Federal Court must be instituted in the Adelaide Registry of that Federal Court.

17.6.3 The Consultant undertakes not to apply to transfer any proceedings to another registry of the Federal Court.

17.7 Compliance with Laws

The Consultant must comply with the laws in force in South Australia in the course of performing this Agreement.

17.8 Notices

17.8.1 A "notice" means:

17.8.1.1 a notice; or

- 17.8.1.2 a consent, approval or other communication required to be in writing under this Agreement.
- 17.8.2 A notice must in writing and signed by or on behalf of the sender addressed to the recipient and:
- 17.8.2.1 delivered to the recipient's address;
 - 17.8.2.2 sent by pre-paid mail to the recipient's address; or
 - 17.8.2.3 transmitted by facsimile to the recipient's address.
 - 17.8.2.4 Transmitted electronically to the recipients address.
- 17.8.3 A notice given to a person in accordance with this clause is treated as having been given and received:
- 17.8.3.1 on the day of delivery if delivered before 5.00 pm on a Business Day, otherwise on the next Business Day;
 - 17.8.3.2 if sent by pre-paid mail, on the third Business Day after posting;
 - or
 - 17.8.3.3 if transmitted electronically or by facsimile and a correct and complete transmission report is received on the day of transmission: on that day if the report states that transmission was completed before 5.00 pm on a Business Day, otherwise on the next Business Day.
- If the recipient receives electronically or by facsimile transmission a notice that is illegible, the recipient must notify the sender immediately and the sender must continue to retransmit the notice until the recipient confirms that it has received a legible notice. The rules in relation to transmission reports as stated above apply.
- 17.8.4 The physical and electronic address and facsimile number of a person are those set out below that person's name in the relevant schedule;
- 17.8.5 A person may from time to time notify its physical or electronic address or facsimile number by written notice to the other party.

17.9 Waiver

- 17.9.1 Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the party waiving its rights.
- 17.9.2 A waiver by either party in respect of a breach of a provision of this Agreement by the other party is not a waiver in respect of any other breach of that or any other provision.
- 17.9.3 The failure of either party to enforce at any time any of the provisions of this Agreement must not be interpreted as a waiver of such provision.

17.10 Modification

Any modification of this Agreement must be in writing and signed by an authorised representative of each party.

17.11 Severance

If any provision or part of a provision of this Agreement is invalid or unenforceable in any jurisdiction:

17.11.1 the provision must be read down for the purposes of the operation of that provision in that jurisdiction, if possible, so as to be valid and enforceable; or

17.11.2 if the provision cannot be read down under paragraph 1, it must be severed if it is capable of being severed, without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction and the parties must consult in good faith to determine whether any amendment or substituted provision is required.

17.12 Time of the essence

Time is of the essence in respect of any time, date, or period specified either in this Agreement or in any notice served under this Agreement.

EXECUTION:

IN WITNESS WHEREOF the parties have signed the Agreement on the day
of 2023.

The authorized representative of

CONSULTANT _____)

in the presence of: _____)

Officer Signature

Witness Name

Witness Signature

The Chief Executive Officer of the

REGIONAL DEVELOPMENT AUSTRALIA _____)

ADELAIDE METROPOLITAN _____)

in the presence of: _____)

CEO Signature

Witness Name

Witness Signature

THE SCHEDULE

1. Commencement Date //

2. Completion Date //

3. Fee

The total fee for the work to be carried out by the Consultant is // (Inc GST) paid on receipt of following agreed timeline of invoices.

50% on signing of contract and commencement
25% on delivery of first draft of RDSA Infrastructure Prioritisation
25% on final completion and stakeholder sign of RDSA Infrastructure Prioritisation

Payment of the Fee is subject to the completion of the stage of work for which the payment is made to the satisfaction of the Client

If requested by the Client, the Consultant shall supply to the Client a tax invoice as defined in the A New Tax System (Goods and Services Tax) Act 1999; in respect of payments to be made by the Client hereunder, prior to the making of such payment by the Client

The consultancy outputs will be delivered in two stages as per the required timetable

The required timetable for the project is:

WEEK OF	TASK
Week 1 August 2023	Tenders Open
Week 10 August 2023	Tenders Close and collated to Steering Committee
Week 11 August 2023	Steering Committee Recommendation to CEO's, CEO's Recommendation to RDA Adelaide Board
Week 15 August 2023	RDA Adelaide Board sign off, successful and unsuccessful tenders notified
Week 22 August 2023	Project Commencement Meeting successful contractor
Month of September	Finalisation of Methodology, Timeline and Information Request to RDA's for collation
Month of October	Gathering of information from RDA's
10 th November 2023	RDSA Infrastructure Prioritisation Workshop
24 th November 2023	Receipt of final report
8 th December 2023	Endorsement by Circular Motion to RDA's

16 th December 2023	Launch of RDSA Infrastructure Prioritisation Report at RDSA Meeting
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The start date is expected to be by 22nd August 2023 and completion by 16th December 2023.

4. Insurances

(a) Public and Product Liability Insurance:
\$20,000,000

(b) Professional Indemnity Insurance:
\$5,000,000

5. Representatives

(a) Client's Representative: RDA Adelaide
CEO- Kelly-Anne Saffin

(b) Consultant's Representative: //

6. Approved Subcontractors

Nil

7. Specified Personnel

RDA ADELAIDE METROPOLITAN – Kelly-Anne Saffin
Consultant - //

ANNEXURE
SERVICES SPECIFICATION

The work to be carried out by the Consultant is as set out in the project overview prepared by the Client (Annexure A) and responded to in the Proposal prepared by the Consultant (Annexure B).

DRAFT

DRAFT

DRAFT