

SHORT FORM CONTRACT
ACT Government Frontline Worker Training (FWT)
Tier 1 and 2 Content Design

DATE: 01/03/2019

PARTIES AND ADDRESSES FOR SERVICE OF NOTICES

Procurement Reference Number:	10713.110
Contract Number:	10713.220

Territory

Name:	AUSTRALIAN CAPITAL TERRITORY established under the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth) represented by Community Services Directorate (Territory).		
Address:	Level 3, 11 Moore Street CANBERRA ACT 2601		
Territory Contract Manager:	Ms Louise del Popolo Director Office of the Coordinator-General for Family Safety	Ph: (02) 6207 0581	Email: Louise.delPopolo@act.gov.au

Supplier

Name:	Domestic Violence Crisis Service Inc (Supplier)		
ABN/ACN/ARBN:	54 658 714 235		
Address:	Not for disclosure		
Supplier Contract Manager:	Ms Mirjana Wilson Chief Executive Officer	Ph: (02) 6280 6999	Email: Mirjana.Wilson@dvcs.org.au

1 – TERM

The commencement date is 01/03/2019 or when this Contract is signed by the second party, whichever is the latter. The term of this Contract is until 30/08/2019, with the possibility of an extension of up to three months beyond this date if required.

2 – THE SUPPLIES

1. OBJECTIVE

The Supplier will be engaged to design training content for Tier 1 and Tier 2 ACT Government Frontline Worker Training (FWT) for the Office of the Coordinator-General for Family Safety (OCGFS) which includes:

(1) **Tier 1**

Training will be delivered to staff who have contact with public in universal or targeted services.

(2) **Tier 2**

Training will be delivered to staff who deal with domestic and family violence on a regular basis.

2. SCOPE OF SERVICE

2.1 The Supplier will:

(1) provide design and test tier 1 and 2 FWT

(2) provide FWT content which includes:

(a) align with the Capabilities and Outcomes Framework and align with the training package already delivered for Foundation level FWT;

(b) include a module or content on record keeping in relation to family violence to adhere to the Territory Records Act 2002; and

(c) relating to the use of a common risk assessment in accordance with the ACT Common Risk Assessment and Management Framework currently under development by the Safer Families team.

(3) submit the reports with the accurate details and in the required format.

3. KEY DELIVERABLES

3.1 The Supplier will:

(1) report directly to the OCGFS;

(2) attend scheduled meeting every two (2) weeks with OCGFS. Meetings may be required more frequent during the beginning and end of the project;

(3) provide training tools including but not limited to worksheets, fact sheets, content summaries and evaluation forms;

(4) provide document in both draft and final versions in Word format and editable; and

(5) satisfy a requirement that the ACT Government jointly owns the training content so that it can be adapted over time and delivered in-house by Directorates or different external providers.

3.3 The Territory will own the copy right the training material and context.

3 – TIMING AND DELIVERY DATES

The Supplies are to be delivered in accordance with the following table:

BU please provide additional information in the table below as required.

Milestone/ Deliverable	Date
Project Plan and evaluation framework	08/04/2019
Draft Tier 1 & 2 content (common to all directorates)	15/05/2019
Final Tier 1 & 2 content and training tools (common to all directorates)	30/06/2019
Draft Tier 1 & 2 content (specific to each directorate)	31/07/2019
Final Tier 1 & 2 content and training tools (specific to each directorate)	31/08/2019

4 – DELIVERY LOCATION AND INSTRUCTIONS (FOR SUPPLIES THAT INCLUDE GOODS)

Not applicable.

5 – CONTRACT PRICE AND PAYMENT

The Contract Price is \$80,000.00 (including GST). It is payable in instalments. Clause 2 of Attachment B - *General Conditions of Contract* applies.

BU please provide information how would you like to pay to DVCS in the table below.

Instalment	Amount of Instalment (including GST)	Milestone/ Deliverable	Date for Completion of Milestone/ Deliverable
1	\$40,000	Payable upon commence of the contract.	18/03/2019
2	\$40,000	Payable upon delivery of the draft Tier 1 & Tier 2 content	30/09/2019

6 – WARRANTY PERIOD (FOR SUPPLIES THAT INCLUDE GOODS)

Not applicable.

7 – CONFIDENTIAL TEXT under the Government Procurement Act 2001 (ACT)

Not applicable.

8 – INSURANCE

The Supplier must effect and maintain for the Term, all insurances required to be effected by it by law and the following insurances in the amounts stated:

1. Public Liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence.
2. For Supplies that include goods, product liability insurance to a value of \$10 million in the annual aggregate.

SIGNED AS A CONTRACT ON	
SIGNED for on behalf of the AUSTRALIAN CAPITAL TERRITORY Signature of Territory delegate
in the presence of: Print name
..... Signature of witness	
..... Print name	

SIGNED by of for and on the behalf of DOMESTIC VIOLENCE CRISIS SERVICE INC ABN 54 658 714 235 Signature of director/authorised officer/individual
 Print name
in the presence of:	
..... Signature of director/secretary/witness Signature of second authorised officer*
..... Print name Print name and position



Note
Date: Must be dated on the date the last party signs the contract or, if signed counterparts of the contract are exchanged, the date of exchange. Also date the cover page.
Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal must be affixed if required under the Supplier's constitution.
Individual: Must be signed by the individual supplier and witnessed.
Incorporated Association: As a minimum, two authorised officers must sign. Otherwise, the contract must be signed in accordance with the Supplier's constitution. Common seal must be affixed if required under the constitution.

ATTACHMENT A – SUPPLIER’S QUOTATION

Not Applicable.

ATTACHMENT B – GENERAL CONDITIONS OF CONTRACT

1. Provision of Supplies

- 1.1 The Supplier must provide the Supplies according to the provisions of this Contract and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Supplier is engaged.
- 1.2 Supplies that are goods must be new and unused, free from any security interest, defects in materials and workmanship, of acceptable quality and must conform to any specifications and descriptions set out in this Contract.

2. Contract Price

- 2.1 Except if otherwise stated in this Contract, the Contract Price is:
- (a) payable within 30 days of receipt by the Territory of an Invoice;
 - (b) inclusive of GST and all other taxes, duties and charges; and
 - (c) inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.
- 2.2 An Invoice may be issued by the Supplier upon the satisfactory completion of each milestone set out in the Contract, or if no milestones are specified, on the satisfactory completion of all services and acceptance of all goods comprising the Supplies.

3. Delivery and Acceptance

- 3.1 Supplies that are goods must be delivered at the times and places detailed in the Contract, in good order and condition and marked with the relevant Reference Number and full delivery point details. Delivery will be free into store unless otherwise specified in the Contract.
- 3.2 The Territory may reject Supplies supplied incorrectly, damaged, in excess of or less than specified quantities or otherwise found not to be in accordance with the Contract.
- 3.3 If the Territory rejects any Supplies, the Supplier must, at no cost to the Territory and within any timeframe specified by the Territory, remove the Supplies (in the case of goods) and:
- (a) replace any rejected Supplies that are goods; and
 - (b) re-perform any rejected Supplies that are services; or
 - (c) refund any payment for the rejected Supplies.
- 3.4 If the Territory does not reject the Supplies within 14 days of receiving the Supplies, the Territory is taken to have accepted the Supplies.

4. Title and Risk

Risk of loss and damage and title in Supplies that are goods passes to the Territory on its acceptance of those goods.

5. Warranty

For Supplies that are goods, the Supplier must:

- (a) during any warranty period specified in the Contract, without delay and at no cost to the Territory, correct all defects in the Supplies by way of repair, replacement or such other means acceptable to the Territory; and
 - (b) ensure, to the extent practicable and permitted by law, that the Territory receives the benefit of any warranty given by a third party with respect to any goods,
- however:
- (c) this does not in any way relieve the Supplier of any obligation or warranty by it under this Contract; and
 - (d) the Supplier is liable for all costs incidental to the discharge of any warranty under this Contract.

6. Ownership and use of material

6.1 Ownership of:

- (a) all Contract Material, including any intellectual property rights, vests on its creation with the Territory;
- (b) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (c) all Support Material, including any intellectual property rights, remains the property of the Supplier.

6.2 The Territory grants to the Supplier a royalty-free, limited licence to use the Contract Material and Territory Material for the term specified in the Contract.

6.3 The Supplier:

- (a) grants to the Territory, a perpetual, royalty-free licence to use the Support Material to the extent necessary for the Territory to obtain the full benefit of the Supplies; and
- (b) warrants that the Territory's use of any Contract Material and Support Material under this Contract will not infringe the intellectual property rights of, or create any obligations in connection with, any third party.

6.4 The Supplier must safeguard and preserve Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on expiration or termination of this Contract (other than copies that the Territory authorised the Supplier to retain).

7. Supplier's Personnel

The Supplier must, in providing the Supplies:

- (a) engage only persons who have the skills, training and expertise appropriate for the Supplies; and
- (b) comply with all reasonable requirements notified by the Territory regarding suitability and fitness of persons engaged for the provision of the Supplies.

8. Non-disclosure of Territory Information

The Supplier must:

- (a) use Territory Information held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;
- (b) not transfer Territory Information held in connection with this Contract outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without prior written approval of the Territory;
- (c) notify the Territory immediately if the Supplier becomes aware that a disclosure of Territory Information may be required by law or any unauthorised disclosure of Territory Information has occurred; and
- (d) in respect of any Personal Information held in connection with this Contract:
 - (i) comply with the TPPs and any applicable TPP Code and must not (and procure that any subcontractor engaged by the Supplier does not) act or engage in a practice that breaches a TPP or a TPP Code; and
 - (ii) co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with, the exercise of the functions of the Information Privacy Commissioner under the Information Privacy Act.

9. Confidential Text under the Procurement Act

9.1 In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential.

9.2 Except as provided in this Contract, the Territory must not disclose confidential text specified in the Contract

to any person without the prior written consent of the Supplier (which consent will not be unreasonably withheld) except to the extent that the confidential text:

- (a) is required or authorised to be disclosed under law;
- (b) is reasonably necessary for the enforcement of the criminal law;
- (c) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (d) is generally available to the public;
- (e) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Supplier;
- (f) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (g) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

10. Indemnity

The Supplier indemnifies the Territory, its employees and agents against all liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Supplier, in connection with the provision of the Supplies, except to the extent that the Territory caused the relevant loss, damage or injury.

11. Termination

The Territory may terminate this Contract in part or whole, at any time by notice to the Supplier, if the Supplier:

- (a) enters, or in the Territory's absolute opinion, is likely to enter, into any form of external administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (b) fails to provide the Supplies within, or to meet any other, timeframes or milestones specified in this Contract; or
- (c) is otherwise in breach of a provision of this Contract, where that breach:
 - (i) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
 - (ii) is not capable of being remedied.

12. Conduct in Territory Premises

The Supplier must, when using Territory premises or facilities, comply with all reasonable directions of the Territory.

13. Notices

Any notice or communication under this Contract will be effective if it is in writing, and delivered to the other party. A notice will be deemed to have been delivered:

- (a) if delivered by hand, on delivery;
- (b) if sent by prepaid mail, on the expiration of two business days;
- (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (d) if sent by electronic mail, on the other party's acknowledgement of receipt by any means.

14. Assignment and Subcontracting

The Supplier must not assign or subcontract any of its rights or obligations under this Contract without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

15. Survival

Clauses 6, 7 and 8 of this Contract survive the termination or expiration of this Contract.

16. Applicable Law

The laws of the Australian Capital Territory apply to this Contract.

17. Variation

This Contract may be varied only by the written agreement of the parties prior to the expiration of the Contract.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties in relation to the provision of the Supplies and all other agreements, warranties and representations are excluded.

19. Definitions and Interpretation

"Contract Material" means all material created, written or otherwise brought into existence as part of, or for the purpose of providing the Supplies including all reports (whether in draft or final form), documents, information and data stored by any means.

"Information Privacy Act" means the *Information Privacy Act 2014* (ACT).

"Invoice" means an invoice that:

- (a) if GST is payable in respect of the provision of the Supplies, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (b) clearly sets out details of the Supplies provided and of the amount that is due for payment, is correctly calculated and is in respect of Supplies provided in accordance with this Contract;

- (c) is accompanied by any other details or reports required under this Contract; and
- (d) is rendered at the time/s specified in clause 2.2.

"Personal Information" is information or an opinion about an identified individual or an individual who is reasonably identifiable:

- (a) whether the information is true or not; and
- (b) whether the information or opinion is recorded in a material form or not,

but does not include personal health information (as defined in the *Health Records (Privacy and Access) Act 1997* (ACT) about the individual. **"Reference Number"** means the relevant, purchase order number, quote number or contract number for the provision of the Supplies.

"Supplies" means the goods and/ or services the subject of this Contract.

"Support Material" means the material specified as support material in the Contract (if any).

"Territory Information" means the kind of information that:

- (a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
 - (b) is notified (whether in writing or not) by the Territory to the Supplier as being confidential; or
 - (c) is Personal Information,
- but does not include information that:
- (d) is or becomes public knowledge other than by breach of this Contract;
 - (e) has been independently developed or acquired by the Supplier; or
 - (f) has been notified by the Territory to the Supplier as not being confidential.

"Territory Material" means any material provided by the Territory to the Supplier for the purposes of this Contract including documents, equipment, information and data stored by any means.

"TPPs" means the Territory Privacy Principles provided for in section 13 and set out in Schedule 1 of the Information Privacy Act.

"TPP Code" means a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Supplier in the provision of the Supplies.

SPECIAL CONDITIONS

Not used.

