



# Consultancy Agreement (Short Form)

Contract Number: XXXXXX

## Reference Schedule

Item PT 2ar

		James Cook University Address: 1 James Cook Drive, Townsville, Queensland, 4811 ABN: 46 253 211 955
Item B	JCU's address for notice (clause 19)	Name: Richie Woods Position: Manager, Strategic Procure to Pay Address: 1 James Cook Drive, Townsville, Queensland, 4811 Telephone: (07) 4781 6401 Email: <a href="mailto:Richie.woods@jcu.edu.au">Richie.woods@jcu.edu.au</a>
Item C	Consultant	Name: [#insert] Address: [#insert] ABN / ACN: [#insert]
Item D	Consultant 's address for notice (clause 19)	Name: [#insert ] Position: [#insert] Address: [#insert] Telephone: [#insert] Email: [#insert]
Item E	Commencement Date (clause 3)	[#insert]
Item F	Completion Date (clause 3)	[#insert]

Item G

	(clause 2) Other documents forming part of the Agreement	As specified at Schedule 1. [#insert or write 'nil']
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		Position: [#insert] Address: [#insert] Telephone: [#insert] Email: [#insert]
Item K	JCU Supplied Items (clause 2.3(a)) Insurance (clause 10.1)	[#insert any equipment or material etc to be provided by JCU to the Consultant; or Not Applicable] The Consultant agrees to effect and maintain: (a)

Item L

		(c) Professional indemnity insurance for an amount of not less than \$10 million dollars.
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List of Attachments :

General Conditions  
 Schedule 1 – Services  
 Schedule 2 – Special Conditions

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## Execution

By executing this document, JCU and the Consultant agree to the contract on the terms contained in the Reference Schedule, the General Conditions, the Schedules and any documents referred to in Item I.

James Cook University ABN 46 253 211 955  
 signed on / / by its duly authorised officer  
 in the presence of:

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature of witness

\_\_\_\_\_  
 Full Name

\_\_\_\_\_  
 Name of witness (print)

\_\_\_\_\_  
 Position Held

[#insert consultant's name] ABN [#insert  
 consultant's ABN or ACN]  
 signed on / / by its duly authorised officer  
 in the presence of:

\_\_\_\_\_  
 Signature

# General Conditions

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Existing Material means all Material in existence prior to the commencement of this Agreement.

## 1. DEFINITIONS AND INTERPRETATION

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### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

Bankruptcy Act means the Bankruptcy Act 1966 (Cth).

Business Day means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place.

Commencement Date means the date stated in Item E of the Reference Schedule or otherwise notified by JCU to the Consultant.

Completion Date means the date stated in Item F of the Reference Schedule, or for completion of a stage of the Services as may be extended in accordance with this Agreement.

Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is designated by a party as being confidential; or
- (c) a party knows or ought to know is confidential;

but does not include information that:

- (d) is or becomes public knowledge, other than by breach of this Agreement or by any other unlawful means;
- (e) is in the possession of a party without restriction in relation to disclosure before the information is received from the other party;
- (f) has been independently developed or acquired by a party; or
- (g) is required to be disclosed by Legislative Requirements, but only to the extent that the information is required to be disclosed.

Conflict means any conflict of interest, any risk of a conflict of interest and any apparent conflict of interest arising through the Consultant (or its Personnel) engaging in any activity or obtaining any interest that is likely to conflict with or restrict the Consultant in performing the Services fairly and independently.

Contract Material means all Material created in the course of performance of the Services.

Deliverables means correspondence, reports, plans, drawings, designs, samples, sketches, illustrations, models, specifications, calculations, information, technical documents and other data in a format required by JCU which result from or are the product of carrying out the Services.

Schedule.

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- (c) include the Consultant's profit, attendance, preliminaries, supervision and on-site and off-site overheads in connection with the performance of its obligations under the Agreement; and
- (d) will not be subject to any rise and fall in the costs of labour, any foreign exchange adjustment or any other adjustment for any reason,

except to the extent expressly provided by this Agreement.

Other than the Fee, no additional amounts shall be payable to the Consultant by JCU unless agreed in writing, except to the extent expressly provided for by this Agreement.

### 7.3 Consultant's Acknowledgement

The Consultant acknowledges that:

- (a) it has carefully reviewed the description of the Services prior to entering into this Agreement and has a clear understanding of the Services and all things required to complete the Services;
- (b) it has made its own investigation and assessment of the work and risks involved in providing the Services and it has reviewed the information that JCU has made available to it about the Services and this Agreement;
- (c) the Services include all incidental and related work which may arise from matters referred to or contemplated by the description of the Services;
- (d) it has made allowances in the Fee and any rates or prices used to calculate the Fee for all the risks and other matters for which it is responsible under this Agreement; and
- (e) where JCU has furnished information for the purpose of the Services the Consultant will not rely on such information without separately confirming its accuracy and making its own investigations and assessments. The Consultant shall review any information provided by JCU and notify JCU in writing if it contains errors or inconsistencies. The Consultant will have no entitlement to make any claim against JCU arising out of or in relation with any error or inconsistency.

## 8. PAYMENT FOR THE SERVICES

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### 8.1 Invoices

The Consultant must submit to JCU an invoice for payment of the Fee, which must include the calculations for substantiating the amount which it claims and be in a form reasonably approved by JCU. The invoice must contain any other information JCU may reasonably require. No money shall be paid by JCU unless an invoice is received in accordance with this clause.

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to infringe any Moral Rights that the Consultant and/or its Personnel may have, or become entitled to, in any Contract Material or Existing Material.

11.5 Indemnity

The Consultant indemnifies JCU for any breach of the warranties contained in this clause 11.

11.6 Survival of obligations

The obligations of the Consultant under this clause 11 continue after expiry or termination of this Agreement.

12. ASSIGNMENT AND SUBCONTRACTING

12.1 Assignment or subcontracting by Consultant

The Consultant may, with the approval of JCU, subcontract part of the Services or assign the Agreement or any right, benefit or interest under the Agreement. JCU must not unreasonably withhold approval but may impose conditions on any such consent. No consent by JCU under this clause will relieve the Consultant of any of its obligations under the Agreement.

12.2 Assignment by JCU







19.2 Delivery

A notice, consent or communication delivered under clause (a) is given and received:

- (a) if it is hand delivered, on that day; or
- (b) if it is sent by prepaid mail, five (5) Business Days after posting; or
- (c) if sent by email, as provided under sections 24 and 25 of the Electronic Communications Act 2001 (Qld),

but if the delivery, receipt or transmission is not a Business Day or if after 5.00pm (local time in the place of receipt), the notice, consent or communication it taken to be received at 9.00am on the next Business Day.

19.3 Address

A party's address and email address are those set out in Item B and D of the Reference Schedule, or as one party may notify the other of a change of such address or email address in writing.

20. DISPUTE RESOLUTION

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20.1 Dispute

Subject to clause 20.3, the parties agree not to commence any legal proceedings in respect to any dispute arising under this Agreement, which has not been resolved by informal discussion, until the procedure provided by this clause has been followed.

20.2 Procedure

The parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:

- (a) the party claiming the dispute will send this to the other party in writing.

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22.2 No right or authority

The Consultant does not have the right or authority to act on behalf of or bind JCU unless the Consultant has been expressly authorised by JCU in writing to do so.

22.3 No entitlements

Apart from the Fee and subject to clause 22.4, neither the Consultant nor its Personnel is entitled to any fees, payments, commissions, bonuses, wages, holiday pay, long service leave, sick pay, termination pay or any similar entitlement from JCU. The Consultant is solely responsible for providing its r its P



## Schedule 2

### Special Conditions

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[Insert any special conditions]

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