



Australian Government
Indigenous Land and Sea Corporation



The ILSC GROUP

PEOPLE. COUNTRY. OPPORTUNITY.

15 November 2024

UPPDATED: Submission Close: 4.30pm (CST) 6 December 2024

Request for Proposal (RFP) and quotation to develop a Self-Determination Framework

About Us

The Indigenous Land and Sea Corporation (ILSC) is a corporate Commonwealth entity established in 1995 under the *Aboriginal and Torres Strait Islander Act 2005 (ATSIA Act)*. The ILSC's purpose is to assist Indigenous people to acquire and manage land and water(s) to achieve economic, environmental, social, and cultural benefits.

The ILSC's long-term vision for meeting its ATSI Act mandate is for Aboriginal and Torres Strait Islander people to enjoy the rightful entitlements, opportunities and benefits that the return of Country and its management brings.

The ILSC's primary strategic approach and priorities for how it meets its legislative mandate through to 2028 are included in the ILSC's National Indigenous Land and Sea Strategy (NILSS). More information about the ILSC is available from www.ilsc.gov.au.

The ILSC assists with eligible projects in four key ways:

- providing funding for the return, development or management of Country,
- providing advice and capability support for Indigenous owners of land or water-related Country through information, training and systems,
- connecting Indigenous Australians with opportunities through advocacy, networking and facilitating market access, and
- supporting success by facilitating capability, operating and investment partnerships.

Overview

The primary mechanism through which the ILSC delivers on its purpose is the national investment program '[Our Country. Our Future](#)', (OCOF) which operates across urban, regional and remote Australia.

Stakeholder and staff consultation for the National Indigenous Land and Sea Strategy ([NILSS 2023-2028](#)) identified self-determination as one of the three guiding principles, along with Caring for Country and Partnership. From this, the ILSC's NILSS approach to embedding and delivering the opportunity for self-determination, focuses on following areas:

- Removal of barriers to self-determination across ILSC.
- Supporting First Nations people to move toward self-determination.
- Influence others to uphold and maximise self-determination.

www.ilsc.gov.au

Adelaide Office

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GPO Box 652, Adelaide, SA, 5001
Telephone 08 8100 7102 | **ABN** 59 912 679 254

As part of implementation of the National Indigenous Land and Sea Strategy (NILSS), the ILSC seeks suitably qualified Consultant(s) to examine the inclusion of self-determination in program design and delivery

- How can the ILSC Self-determination framework be applied to the OCOF application and project approval process?
- Will this achieve what the ILSC is aiming for in terms of Self-determination?
- An examination of the barriers to self-determination and culturally appropriate partnership across ILSC and within the context of the ILSC and its legislative constraints.

If your organisation is successful and a new supplier, then you will be required to complete supplier onboarding via a third-party on-line portal called EFTSure. Key supplier information is collected, and relevant documents attached e.g. insurance certificates. Also, EFTSure staff will contact you via telephone to verify details.

Please refer to the **Terms of Reference** at Attachment A when responding to this request.

Disclaimer

This document is not a contractual offer by the ILSC but merely an invitation to receive proposals and no contractual obligations will arise from this process unless and until a formal contract is duly executed. The ILSC's standard consultancy contract is provided for information at Attachment B

The ILSC reserves the right to:

1. Vary the process and timetable relating to this process in its absolute discretion;
2. Vary the terms of the request for proposal;
3. Cease the procurement process and reject all proposals at any time prior to the award of a contract;
4. Accept or reject any proposals, whether they are compliant or not;
5. Not accept the lowest quote or any /proposal at all;
6. Seek additional information or clarification from respondents and to request an interview with one or more respondents;
7. Select and negotiate with more than one respondent; or
8. Cancel, add to or amend the information, requirement, terms, procedures or processes set out in this request for proposal.

The ILSC reserves the right to consider any information as part of the procurement process including information received by the ILSC outside of the process, this could include, but not limited to, information received past any deadline and information directly requested by the ILSC.

Privacy

The ILSC may collect personal information as part of your submission. Personal information will be contained in your proposal, curriculum vitae (CVs)/ resumes and any customer references you provide. This information will be used to assess your proposal. The ILSC will not disclose your personal information unless it is for the purpose that it was obtained or required by law.

More information about your rights to access your personal information and how to complain about a privacy breach is included in the ILSC's Privacy Policy. The ILSC's Privacy Policy can be found by following the privacy policy link on the ILSC's website at <http://www.ilsc.gov.au>.

Timeframe

If this proposal is accepted by the ILSC, it is anticipated that all work will be completed and final reports submitted by June 2025.

Project start	November 2024
Project completion	June 2025

Methodology and Approach

- Please provide a general overview of your organisation's methodology and approach in relation to an organisational self-determination framework in relation to the scope of work at Attachment A.

First Nations Procurement

The ILSC has a legislative requirement to give priority to:

- Maximising the use of goods and services provided by businesses owned or controlled by Aboriginal persons or Torres Strait Islanders; and
- Maximising the employment of Aboriginal persons and Torres Strait Islanders.

In providing your proposal can you address the following questions:

- Is your organisation 50% or more Aboriginal and/or Torres Strait Islander owned?

If your proposal is accepted, then you agree to provide evidence of Indigeneity. ILSC utilise Supply Nation and the Office of Registrar of Indigenous Corporations (ORIC). If a business is not listed with Supply Nation or ORIC, then ILSC will request other forms of evidence e.g. a statutory declaration.

- How many Aboriginal persons or Torres Strait Islanders does your organisation employ?
And how many employees do you have in total?

ILSC Values

- Does your organisation have a First Nations mentoring/training program?
- Will Aboriginal and/or Torres Strait Islander staff be allocated to the agreed work?
- Does your organisation have a Reconciliation Action Plan?
- Does your organisation have environmentally sustainable practices? E.g. initiatives such as target emission reduction, diversion of waste from landfill, and use of recycled materials.
- Please declare if your business has any conflict of interest in performing the agreed work.
- Please declare if your business has employees/directors/owners who were previously/are currently employed by the ILSC. The ILSC reviews conflicts of interest and reserves the right to reject the proposal if inadequately addressed.

Compliance

- Please declare if you/your business has a judicial or tribunal decision against it (not including decisions under appeal) relating to employee entitlements and have not satisfied any resulting order.
- Does your organisation have a modern slavery statement? (Required for organisations with greater than \$100m consolidated revenue)
- Please provide relevant insurance/licences/certifications
 - Public Liability – recommendation at least \$20 million
 - Professional Indemnity - recommendation at least \$2 million
 - Workers' Compensation Insurance Certificate of Currency
- Please confirm your organisation complies with relevant work, health and safety legislation and agrees to provide evidence of compliance and give access to relevant information to the ILSC if your proposal is accepted.

Assessment

The criteria used to evaluate your quotation/proposal are:

Criteria	Weighting
Price/ Rates	20%
Capability and experience	35%
Methodology and approach	25%
First Nations procurement	10%
ILSC Values	10%
Timeframe (Unavailable suppliers are not engaged)	n/a
Compliance (Non-compliant suppliers are not engaged.)	n/a

UPDATED: Closing Date - Request for Proposal and quotation

Please forward your proposal and quotation to Damon Lewis, Manager Policy by email damon.lewis@ilsc.gov.au by **4.30pm (CST), 6 December 2024**.

Further information

For further information or clarification on the scope or terms of this offer, please contact Rebecca Hayden, General Manager – Policy, Strategy, Performance and Communications by email rebecca.hayden@ilsc.gov.au or Damon Lewis, Manager Policy by email damon.lewis@ilsc.gov.au

ATTACHMENTS

Attachment A Scope of Work - Develop a Self Determination Framework for the ILSC

Attachment B The ILSC's standard consultancy contract template

SCOPE OF WORK

DEVELOP A SELF DETERMINATION FRAMEWORK FOR THE ILSC

Background

The ILSC's National Indigenous Land and Sea Strategy 2023-2028 (NILSS) has identified self-determination as one of the three guiding principles, along with Caring for Country and Partnership.

ILSC's commitment to self-determination is limited to the legislated scope as defined in the *Aboriginal and Torres Strait Islander Act 2005*, being land and water acquisition and management on behalf of First Nations peoples (in relation to social, environmental, cultural, and economic context).

The ILSC's approach to Self-Determination

The commitment to self-determination is a direct response to what the ILSC heard from First Nations groups and communities in the NILSS consultation process undertaken throughout 2022. The ILSC's subsequent approach to embedding and delivering the opportunity for self-determination is based on the following principles:

- Self-determination is fundamental to everything First Nation groups and communities are trying to achieve.
- Every single First Nation group that we partner with has their own strategy, their own vision, their own aspirations and their own conversations about what they want to do. The ILSC's key role is to support this as the enabling partner.
- First Nations' control of opportunities on Country require community led solutions that are culturally appropriate and work for local people and local places – the pathway to self-determination will not look the same for everyone.
- Control, power, and autonomy in decision-making are crucial to self-determination.

As part of implementation of the NILSS, the ILSC is seeking to embed self-determination across program design, delivery and the agency's internal enabling services.

NILSS commitments (what we will do) specifically identifies the development of Self-determination Framework.

- 'Excellent Service' - embed a focus on Self-Determination across our operations and promote this more broadly. Note, that embedding equity, will be addressed in ILSC's self-determination approach and across other NILSS actions (NILSS page 25).
- 'Cultural Leadership' - make our way of working more culturally appropriate with a focus on implementing the guiding principles across all aspects of the ILSC (NILSS page 26)

NILSS action plan (6.1) 'Cultural Leadership' - Review ILSC policies, processes, and operations to align to the NILSS guiding principles (self-determination, caring for Country and partnership) and ensure cultural appropriateness. Develop a plan to guide any required revisions.

ILSC acknowledges that embracing and embedding self-determination at a whole of organisational level will challenge the agency's existing culture and risk appetite.

Developing the Self-Determination Framework

The **ILSC Self-Determination Framework (SDF)** aims to ensure that all new or revised initiatives, projects, programs, and processes consider the potential ongoing impact on First Nation Australians, communities and their right to self-determination.

The SDF will be structured to enable:

- Removal of barriers to self-determination across the ILSC.
- Supports Indigenous people to move toward self-determination on their terms.
- Influences others to uphold and maximise self-determination.

The proposed SDF is expected to include the following elements:

1. **What we need to embed:** A working definition of self-determination
2. **Where we need to embed it:** Mapping ILSC business unit or team policies, process and operations to identify key gaps and provide recommended actions.
3. **How we will embed it:** A toolkit for embedding self-determination in our policies, processes and operations.

Consultation and engagement

Engagement and consultation with the ILSC Board and Senior Executive will be critical to ensure the implementation has sufficient resources and authority to embed culture and capability across the agency. This will also ensure that the ILSC's workforce, feel supported and authorised to confidently deliver on this strategic priority.

ILSC staff (both operational and corporate) should be considered key informants in this project and will need to be engaged throughout development and implementation.

Targeted engagement will also be expected to occur with external Indigenous stakeholders. This process should enable Indigenous stakeholders to share their stories and journey supporting the ILSC to drive self-determination and positive change that reflects Indigenous voice, perspectives and aspirations.

Time frame

Commencing in November 2024, the project is due to be delivered by June 2025 – with an SDF ready commence from July 2025 across the agency's operations.

Price

Please breakdown the proposal by stage of completion. Include all fees and the applicable GST.

You consent to ILSC providing general information about your services/goods and pricing structure to Aboriginal and Torres Strait Islander Corporations who may also wish to procure your services.

Capability and Experience

- Please provide a capability statement for your company
- Detail your company's experience in delivering this type of service for an organisation similar to ILSC
- Please include the name and curriculum vitae/qualifications of nominated staff/specialist who will conduct this work
- Please provide two customer referees
- The work is located nationally. The main contacts for the project are in Adelaide however engagement with offices in Brisbane and Perth are anticipated.
- What experience do you have working within the First Nations business environment?

CONTRACT NUMBER: xxx

CONSULTANCY CONTRACT

BETWEEN

INDIGENOUS LAND AND SEA CORPORATION

ABN 59 912 679 254

(Client)

AND

XYZ PTY LTD

ABN 00 000 000 000

(Consultant)

The parties will not be legally bound unless and until this Contract is executed and exchanged by both parties. Any actions taken by the proposed Consultant in anticipation of execution would be at its risk.

BETWEEN:

The organisation whose name and contact details are Item 1 of the Schedule of Particulars (**Client**)

AND:

The person whose name and contact details are **Item 2** of the Schedule of Particulars (**Consultant**)

TERMS

- 1 The parties agree the Client engages the Consultant to perform the Services during the Term in exchange for the Fee and generally on the terms of this Contract.
- 2 This Contract comprises this document and (in the priority in which listed below) the following documents (and any documents incorporated by reference):
 - (a) the *Project Brief* (now annexed); and
 - (b) the *Special Conditions* (now annexed).

The Client's representative listed in **Item 5** must conclusively resolve a discrepancy or ambiguity in any of the above.

- 3 This document may be executed by the parties in separate counterparts, but if executed in counterparts is not effective until each party has executed at least one counterpart and those counterparts have been exchanged or delivered to the other party. An executed counterpart may be delivered by any means this Contract allows for the giving of notices. Each counterpart constitutes an original of this Contract, but the counterparts together constitute one and the same instrument.

.....

Signed for the Client

Print Name:

Title:

Date:

.....

Signed for the Consultant

Print Name:

Title:

Date:

.....

Signature of witness

Print Name:

.....

Signature of witness

Print Name:

A person signing on behalf of a party warrants they have authority to bind that party for that purpose



SPECIAL CONDITIONS

These special conditions prevail over those contract conditions to the extent of any necessary inconsistency.

1. DEFINITIONS

In this Contract:

Approvals means anything detailed in **Item 10** including but not limited to certificates, licences, consents, approvals and requirements made or authorised by a Commonwealth, State, Territory or local government or by a Legislative Requirement.

Business Day means a day other than:

- (a) a Saturday, Sunday;
- (b) a day which is a public holiday or bank holiday in South Australia or in the other State or Territory of Australia (if any) in which the Consultant's mailing address specified in **Item 2** of the Schedule of Particulars is located; or
- (c) a day that falls between any 22 December in any year and 10 January in the following year (inclusive).

Client Information means all information supplied to the Consultant for the purposes of this Contract.

Client Inputs mean:

- (a) business hours access to the Site;
- (b) such advice or directions reasonably required by the Consultant.

Direction means any agreement, approval, assessment, authority, decision, determination, explanation, instruction, order, permission, rejection, request or requirement given or made by the Client.

Event of Default means the occurrence of one or more of the following events or circumstances:

- (a) a party fails to comply with the obligations under this Agreement; or
- (b) an Insolvency Event occurs in relation to a party.

Fee means the amount detailed in **Item 6** of the Schedule of Particulars to be paid to the Consultant by the Client.

GST, adjustment event, adjustment note, input tax credit, tax invoice and **taxable supply** have their meaning in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvency Event means the occurrence of one or more of the following events or circumstances in respect of a party:

- (a) Its winding up, liquidation or provisional liquidation;
- (b) The appointment of an administrator or controller under the *Corporations Act 2001* (Cth);
- (c) It being deregistered as a company, body corporate or otherwise dissolved;
- (d) Being unable to pay its debts as and when they fall due and payable;
- (e) It otherwise becomes a Chapter 5 body corporate as defined in the *Corporations Act 2001* (Cth);

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party.

Legislative Requirements means legislation or subordinate legislation of the Commonwealth of Australia or the State or Territory applicable to the Services and any instruments made under such legislation or subordinate legislation.

Project Brief means the document so titled and comprised in this Contract.

Promptly means within 2 Business Days.

Schedule of Particulars means the document so titled and comprised in this Contract.

Services means those listed in **Item 4** of the Schedule of Particulars.

Site means that location referred to in the Project Brief (if any).

Term means the period of time:

- (a) starting on the date this Contract is executed by both parties; and
- (b) ending on the date the Services are fully and duly performed or such date agreed between the parties (**Completion Date**) as detailed in **Item 9** of the Schedule of Particulars, subject to early termination as this Contract may allow.

Worker means an individual used by the Consultant or its subcontractor in the provision of any Service.

Writing or **Written** includes by fax, email or text message.

Expressions defined in the Project Brief or elsewhere in this Contract have that meaning.

2. SCOPE

The Scope is listed in **Item 3** of the Schedule of Particulars and details how the Consultant will deliver the Services to the Client in accordance with this Contract for the Fee.

3. STANDARD OF CARE

- 3.1 The Consultant will perform and will ensure any sub-contractor performs the Services to the standard of skill, care and diligence expected of a skilled and competent professional practicing in the particular field relevant to the Services or such higher standard the Consultant has represented in Writing to the Client that it will perform in relation to this Contract.
- 3.2 The Consultant will comply with all Legislative Requirements and Approvals in carrying out the Services.

4. CLIENT INPUTS

- 4.1 For the sole purpose of the Consultant performing the Services, the Client must on a timely basis provide the Client Inputs to the Consultant.
- 4.2 The express terms of this Contract are an exhaustive statement of the Client's obligations to provide to the Consultant any information, goods or services for the purposes of the performance of the Services.

5. REPRESENTATIVES

- 5.1 A party appointing a representative or nominee must cause such representative to act in good faith, reasonably and diligently in the performance of the representative's functions.

- 5.2 For the purpose of this clause, "functions" include:
- 5.2.1 to liaise with the other party and the other party's representative in the performance of this Contract;
 - 5.2.2 to form opinions and beliefs for their appointor;
 - 5.2.3 to give and receive notices, and exercise powers, for their appointor;
 - 5.2.4 such other functions as may be stated in this Contract.
- 5.3 A party may assume a communication from a representative appointed under this clause 5 is made with the knowledge and authority of their appointor. A party knows a matter known to their representative.

6. INFORMATION & DIRECTIONS

- 6.1 The Consultant must request in a timely manner and in Writing any Client Information or Directions the Consultant requires.
- 6.2 The Consultant must comply with all Directions given under this Contract.

7. FEE & PAYMENTS

- 7.1 The Fee includes any fee, levy, duty, cost, expense or tax incurred by the Consultant in performing any Service excepting GST and such disbursements described in **Item 7** of the Schedule of Particulars.
- 7.2 The Client must pay the amount of the Fee by electronic funds transfer in immediately available funds to a bank account in Australia last nominated in Writing by the Consultant by the time described in **Item 8** of the Schedule of Particulars, having provided a tax invoice detailing the Services performed during the relevant period and the corresponding fee payable.
- 7.3 The Consultant is not entitled to recover or be allowed (under the Contract, common law or any principle of equity) the cost or value of any Services performed until the Consultant has provided to the Client any document this Contract requires the Consultant to provide to the Client before that time. A delay in payment resulting from delay by the Consultant in providing such document as above does not entitle the Consultant to interest or to any other right or remedy.

8. GST

If any supply by any party under this Agreement is subject to GST, the supplier may in addition to consideration for the supply but subject to provision of a tax invoice, recover an additional amount on account of GST (being an amount equal to the consideration multiplied by the prevailing GST rate) from the recipient.

9. VARIATION

- 9.1 The Client may direct the Consultant to perform a Variation. All such Directions must be in Writing and specify that they direct a Variation and be signed by both the Client and the Consultant.
- 9.2 The Fee may be adjusted for each Variation if appropriate. Unless the amount of the adjustment is agreed, the adjustment will be calculated by the Client on the basis of applicable rates or fees in this Contract or if none, then reasonable rates or fees.

10. CONFIDENTIALITY

- 10.1 The parties must treat as confidential the information listed in **Item 11** of the Schedule of Particulars. The obligation of confidentiality does not apply to the extent that the information is in the public domain, where disclosure is required by law, disclosure is necessary to procure goods or services in connection with the Services provided that the recipient of the information is also subject to confidentiality obligations or disclosure is agreed in Writing between the parties.
- 10.2 The Consultant must ensure that its Workers, officers and agents comply with the obligations of confidentiality under this clause.
- 10.3 The Consultant must not publish or enable others to publish any information in connection with the Services without the prior consent of the Client (which consent must not be unreasonably withheld).
- 10.4 The Consultant agrees that it is bound by and must comply with section 193S of the *Aboriginal and Torres Strait Islander Act 2005* (Cth).

11. TERMINATION

- 11.1 The party / parties listed in **Item 18** may terminate this Agreement at any time by giving Notice in Writing within the period detailed in **Item 19** of the Schedule of Particulars. Upon serving the Notice, the Contractor will have no entitlement to payment for Services provided, other than in respect of Services provided in accordance with this Agreement prior to the termination and releases the Client from its obligations under this Agreement and liability from any losses or costs suffered or incurred as a result of the termination.
- 11.2 Either party may terminate this Agreement immediately by Notice in Writing if there is an Event of Default.

12. INSURANCE

- 12.1 The Consultant must and must ensure any sub-contractors must maintain the insurances detailed in **Items 12, Item 14** and/or **Item 16** for the times in **Items 13** and/or **Item 15** of the Schedule of Particulars (where applicable) to a prudent level of cover and pay Promptly and bear any excess or deductible incurred for a claim under any insurance policy of the Consultant for public liability insurance, workers' compensation insurance and professional indemnity insurance detailed in the Schedule of Particulars unless otherwise agreed with the Client.
- 12.2 If by reason of the default or negligence of the Consultant or its subcontractor or their respective Worker the Client claims under insurance held by the Client, the Consultant must pay and bear any excess or deductible incurred for that claim.

13. CLAIMS GENERALLY

- 13.1 The Consultant may not claim for or be allowed (under this Contract, common law or principles of equity) an extension of time, extra cost or damages or any other relief or remedy in connection with this Contract or the performance of any Service in relation to an alleged Variation not agreed under clause 9.
- 13.2 In assessing any extra cost / damages payable to the Consultant:
 - 13.2.1 include only reasonable direct costs / direct expenses remaining after the Consultant took all reasonable steps to minimise the costs / damages;
 - 13.2.2 exclude any amount for overheads, finance charges, loss of productivity or uneconomic working, increased costs resulting from inflation.

14. SUBCONTRACTING AND ASSIGNMENT

- 14.1 Neither party may, without the prior written approval of the other, transfer any of its rights or obligations under this Contract.
- 14.2 The Contractor must not subcontract any part of the Services under this Contract without the prior written approval of the Client and in granting the approval, the Client may impose reasonable conditions.

15. MODERN SLAVERY

- 15.1 The Consultant must apply with all applicable modern slavery laws and regulations in force including but not limited to the *Modern Slavery Act 2018* (Cth) and the *Modern Slavery Act 2018 (NSW)* (if applicable) and have and maintain its own compliance policies and procedures throughout the term of this Agreement.
- 15.2 The Consultant will notify the Client as soon as it becomes aware of any breach or potential breach of its modern slavery policies or procedures or any potential, suspected or actual modern slavery in a supply chain connected with this Agreement and advise of any actions taken to remedy the issue.

16. NOTICES

To be effective, notice under this Contract must be in Writing, signed by or for the party giving it (**Party 1**), and given to the other party (**Party 2**) either:

- 16.1 by hand delivery to a director or other senior executive of Party 2 or to Party 2's Contract Manager;
- 16.2 by registered post to Party 2's last known principal place of business (marked to attention of Party 2's Contract Manager), and is given at the time at which the letter would be delivered in the ordinary course of post;
- 16.3 by a means allowed by the *Electronic Transactions Act 1999* (Cth) (marked to attention of Party 2's Contract Manager) (includes by email to Party 2's Contract Manager's last known email address for that purpose), and is given when that legislation specifies;
- 16.4 as permitted by legislation applicable to Party 2 (marked to attention of Party 2's Contract Manager).

If the Recipient is Party 2, service of a notice to its contact details last known to ILSC is effective even if not received by the Recipient.

17. SURVIVAL ON TERMINATION

- 17.1 Clauses 2, 7, 8, 10, 12, 16 and 17 will survive on the completion or earlier termination of this Contract.

18. WINDING UP THIS CONTRACT

Without derogating from clause 11, on the termination of this Contract:

- 18.1 within 2 Business Days, the Consultant must give to the Client copies of any Contract Material in the Consultant's possession or under its control and not previously given to the Client;
- 18.2 within 2 Business Days, give the Client any keys, swipe cards or security access codes to any Site in the Consultant's custody or under its control;
- 18.3 the parties remain liable to observe and perform such provisions of this Contract as expressed to survive the termination of this Contract or capable of doing so.

19. ABOUT THE CONTRACT

- 19.1 This Contract governs any Services performed by the Consultant in anticipation of the signing of this Contract.
- 19.2 The Consultant acknowledges that before commitment to this Contract the Consultant had fair opportunity to read, understand, take independent advice on and to negotiate with the Client on the terms and conditions of this Contract.
- 19.3 This Contract is the whole contract between the parties about the performance of the Services and supersedes any prior contract or obligation between the parties about the Services, and may be modified only by written agreement of the parties. There is no contract between the parties collateral to this Contract. To be effective, a waiver under this Contract must be in Writing. Time is of the essence as regards any date or period of time under this Contract.
- 19.4 The Consultant warrants:
- 19.4.1 it has in relation to this Contract not relied on any statement of fact or opinion or intention, representation, warranty, promise or other information by the Client not expressly and clearly stated in this Contract; and
- 19.4.2 it conducts its business in a manner consistent with its modern slavery policies and procedures and will provide any evidence reasonably requested by the Client in this regard.

20. COSTS

- 20.1 A party must pay their own costs of the negotiation, preparation and execution of this Contract.
- 20.2 A party may recover from the other any reasonable costs (including reasonable legal costs on a lawyer-and-own client basis) incurred in preparing or serving a notice to show cause, a notice of default or demand under this Contract, or incurred in attempting or enforcing a remedy under this Contract.

21. LEGAL

- 21.1 This Contract constitutes the parties as independent contractors and not as partners, joint venturers, principal and agent, trustee and beneficiary, employer and employee for the performance of the Services or otherwise.
- 21.2 In dealings with third parties for the purposes of this Contract, the Consultant must make clear the Consultant is only a contractor of the Client.

22. GOVERNING LAW

- 22.1 This Contract is governed by the laws enforced in the jurisdiction listed in Item 17 of the Schedule of Particulars and the courts of that jurisdiction or the Federal Court of Australia (Adelaide Registry) have exclusive jurisdiction in connection with this Contract. The parties irrevocably submit to the jurisdiction of those courts and any courts that have jurisdiction to hear appeals from those courts.

23. REGULATORY MATTERS

- 23.1 The Client offers no assurance this Contract, or any written communication exchanged in negotiations for, or in performance of, this Contract would be exempt from disclosure under the *Freedom of Information Act 1982* (Cth).
- 23.2 This Contract must be read subject to any binding instrument made by the Finance Minister under section 105C of the *Public Governance, Performance and Accountability Act 2013* (Cth) and applicable to this Contract.

- 23.3 Nothing in this Contract prevents the Client performing its obligations to inform and give information to the Finance Minister under section 19 of the *Public Governance, Performance and Accountability Act 2013* (Cth).
- 23.4 If the Client has obligations by mandatory operation of law the Client cannot fulfil without the Consultant providing information in connection with this Contract, the Consultant must provide Promptly and freely that information to the Client to the extent the Consultant is reasonably able.

Nothing in this Contract derogates from the powers of the Auditor-General for Australia under the *Auditor-General Act 1997* (Cth).

SCHEDULE OF PARTICULARS

Item 1: Client details: INDIGENOUS LAND AND SEA CORPORATION ABN 59 912 679 254 of Level 7, 70 Franklin Street, Adelaide SA 5000

Item 2: Consultant details: XYZ PTY LTD ABN 00 000 000 000 of 1 North Terrace, SA 5000

Item 3: Scope: As described in the Project Brief

Item 4: Services: as described in the Project Brief

Item 5: Client's representative: Jerry Seinfeld

Item 6: Fee & payment claims: a maximum of \$10,000.00 (GST excl).

The ILSC will pay the Fee in the following instalments:

1. XXXX

2. XXXX

3. XXXX

Payments by the Client are to be made to the following account:

Account Name: To be provide with the correctly rendered Tax Invoice for the first instalment

Bank:

BSB:

Account No.:

Item 7: Disbursements: None

Item 8: Time/s for payment/s: 14 Business Days after receipt of payment claim and a correctly rendered tax invoice addressed to the Client.

Item 9: Date for completion of the Services: 2 February2022

Item 10: Approvals for the Consultant to obtain: None

Item 11: Confidential information: As directed by the ILSC

Item 12: Public liability insurance and amount: \$10,000,000.00

Item 13: Period of public liability insurance: Five years

Item 14: Professional indemnity insurance and amount: \$5,000,000.00

Item 15: Period of professional indemnity insurance: Five years

Item 16: Workers' Compensation insurance and amount: As required by Australian law

Item 17: Governing law: South Australia

Item 18: Termination: The Client

Item 19: Termination: 14 days

PROJECT BRIEF

<Insert Project Brief>

SPECIAL CONDITIONS

1. Each party will continue to own its intellectual property that already exists at the commencement of this contract or is brought into existence other than as a result of the Services.
2. Nothing in this agreement assigns or transfers the pre-existing intellectual property of one party to the other.
3. The Consultant grants to the Client a non-exclusive, royalty-free licence to use, reproduce, communicate, adapt and sub-license any of our pre-existing IP to the extent it is incorporated into any works created as part of the Services or is otherwise required for the purposes of the Services.
4. All intellectual property rights in any material, content, frameworks, methods, systems and other works created as part of the Services will be owned by the Client.
5. The Client will in good faith consider on a case-by-case basis any request by us to use the material for the Consultant's internal use, thought-leadership, marketing and promotion and for other non-commercial purposes.