



SPARK – Training and Employment Initiative

Program Development and Delivery Services

Request For Tender

Tender Closes: 27 January 2026, 10am Canberra Time



ACT
Government

Suburban Land
Agency



RIVERVIEW
GROUP

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Tender Open Date: 23 December 2025

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Closing Time: 10:00am Canberra Time

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Acknowledgement of Country

The Ginninderry Joint Venture proudly acknowledges the First Nations people of Australia as the traditional owners and custodians of the land and water on which we rely.

We pay respect to First Nations Elders past and present and value their knowledge and the rich culture of their communities. We acknowledge that Ginninderry is a place of cultural significance to many First Nations people, and we support their continued connection to Country.

We embrace the spirit of reconciliation and commit to ensuring an equal voice for First Nations people, working toward equality in our shared community.



Who Am I and Who is My Mob

Painted poles representing some of the many tribal backgrounds of Aboriginal and Torres Strait Islander people who live in Canberra.

Painted by Kingsford Smith School students and their mentors include Peter Finnegan, Wiradjuri artist, Tina Brown, Ngunawal artist and Brett Carpenter, Yuin artist.



Part One

Project Overview

About Ginninderry

Background

Ginninderry is being developed by a Joint Venture between the ACT Government's Suburban Land Agency (SLA) and Riverview Developments (ACT) Pty Limited (Riverview), with Riverview Projects (ACT) Pty Limited acting as Development Manager and Riverview Sales & Marketing Pty Limited acting as Marketing and Sales Manager.

Straddling the ACT/NSW border, Ginninderry's 1,600 ha will eventually consist of 4 suburbs, with approximately 2,700 people already residing in its first suburbs of Strathnairn and Macnamara.

As a multi-decade project with a vision to create a world-leading sustainable community, Ginninderry must remain agile to the changing demographics and demands of the community to ensure it continues to deliver the urban amenity expected in the 21st century. Ginninderry will grow over a 30-year time frame and will ultimately be home to some 30,000 people residing in approximately 11,500 dwellings (6,500 in the ACT and 5,000 in NSW). The master-planned community includes the following key features:

- a) Diverse land offerings, from very compact to large traditional, urban fringe, home sites. And as the project matures, apartment and mixed-use opportunities;
- b) Market and local centres comprising supermarkets, speciality stores, commercial space, mixed-use buildings and a range of recreational and community facilities;
- c) Some 600 hectares of open space and conservation corridor; and
- d) Schools, playing fields, community gardens and quality parklands.

Ginninderry is Canberra's first and only 6-Star Green Star Community as accredited by the Green Building Council of Australia. Representing World Leadership, Ginninderry first received accreditation in 2016 and was subsequently reaccredited in 2021.

Vision

Ginninderry's vision is to build a ***sustainable community of international significance in the Capital Region***. Ginninderry will continue to set a new benchmark in liveability, providing diverse, affordable, and inclusive places to live, work and play, while protecting and respecting the unique environment of the area. A full copy of Ginninderry's Project Vision with stated overarching principles is included in **Annexure 1**.

Objectives

Ginninderry challenges conventional industry thinking, aiming to employ practices, processes and systems that embody innovation and design excellence. Ginninderry has been conceived and will be delivered on a fully integrated and audited triple bottom line basis.

Ginninderry aims to:

- a) be sustainable over time, socially, economically and ecologically (with a low and reducing ecological footprint);
- b) respond to the local and global environment;
- c) provide for future beneficial change to occur in design, infrastructure and regulatory mechanisms;
- d) be cost-effective, replicable and measurable; and
- e) act as a new model that others can follow.

These Project Objectives are realised through a series of Principles, intended to direct decision-making through the planning and delivery of the project. These Principles reflect Federal, State and Territory Government policies as well as best practice standards for new suburban developments.

SPARK – Ginninderry’s Training and Employment Initiative

What is SPARK?

Ginninderry’s Training and Employment Initiative (**SPARK**) has operated successfully since 2016, delivering significant community impact with 1,735 participants across over 85 programs, achieving notable employment outcomes and industry recognition.

The SPARK delivery model relies on a co-design, co-delivery partnership arrangement for its success – with three main work streams these being:

- Strategic Funding and Program Management;
- Operational Program Delivery and Case Management; and
- Industry Work Experience and Job Placement Management.

As an initiative, SPARK, has focused on three main objectives:

- to require contractors and consultants procuring work through Ginninderry to provide work experience and job placements to local people
- to provide supported training programs with incorporated case management to unemployed, underemployed and disadvantaged cohorts (which may then lead to re-engagement with education and/or employment)
- to utilise the construction and development of Ginninderry as an opportunity to explore opportunities for live training sites.

With Ginninderry's strong focus on improving the education, social and economic outcomes of the community over the life of the development, SPARK is a unique initiative that uses local infrastructure works, commercial land sales and employers to generate economic opportunities for the most disengaged cohorts of the Capital Region community. SPARK develops and delivers a range of accredited and non-accredited training programs (full qualifications, pre-employment, and skills set “tasters”) targeting those in the Capital Region community who are disconnected from the labour market, underemployed or face barriers entering the workforce. Cohorts are often youth 17-25 years old, long term unemployed, women returning to the workforce, first nations people, culturally and linguistically diverse and mature aged.

Since 2016, SPARK has delivered comprehensive support services including case management, mentoring, non-accredited training, and wrap-around support to participants across a variety of programs. Over the years, SPARK has proven that this holistic support is essential for helping participants from vulnerable cohorts successfully commence, engage with, and complete programs that lead to meaningful work experience and employment outcomes.



1,735 training places



743 work experience placements



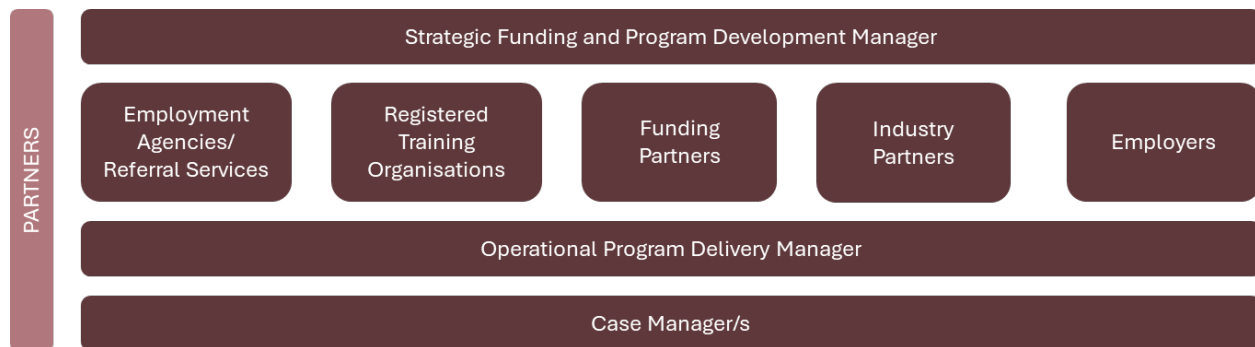
893 job outcomes



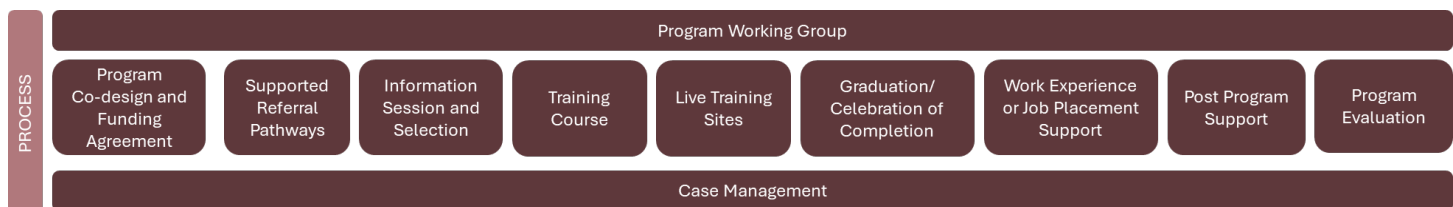
\$7.2m funding secured

The SPARK Delivery Model

The SPARK Delivery Model relies on a co-design, co-delivery partnership arrangement for its success:



For each program, the following process is undertaken by SPARK partners:



What makes SPARK unique?

Training programs incorporating case management can be highly effective in supporting unemployed, disengaged individuals to re-engage with education and employment. SPARK programs focus on building skills, confidence, and providing tailored support to address individual barriers to participation.

Individualised Case Management: This involves a dedicated case manager who assesses individual needs, develops tailored plans, and provides ongoing support and guidance.

Skills Development: Programs offering targeted training options, including vocational education and training (VET) that enables participants to be job ready.

Soft Skills Training: Focusing on communication, problem-solving, and social skills improving self-efficacy and job readiness.

Targeted and Personalised Support: Recognising the diverse experiences and barriers faced by different individuals, programs should offer tailored support that addresses their specific needs.

Work Experience, Job Placement and/or Further Study pathways: Participants are able to access work experience placements through Ginninderry contractors and consultants (due to minimum work experience and local job placements required placed in tenders) as well as through program specific industry partners. Participants are also offered careers advice and further study pathways through the Registered Training Providers.

Partnerships: Collaboration with schools, businesses, and community organisations is crucial for creating pathways to employment and providing access to resources.

Wrap-around Support: Programs may include support for housing, mental health, and other needs that can impact a person's ability to participate in training and work.

Holistic Support Model

Case Managers do not deliver training but provide crucial participant support that many Vocational Education and Training programs cannot offer. This person-centred, holistic approach often determines whether participants succeed or fail.

Beyond non-accredited training delivery, participants receive comprehensive wrap-around support including personal protective equipment, fuel and grocery vouchers, driving lessons, functional capacity assessments, and refreshments.

This additional non-accredited support not only provides participants with essential tools for sector entry but demonstrates genuine care for participants, their families, and their futures. Building trust through this comprehensive support strengthens relationships and enables Case Managers to effectively guide participants in overcoming barriers and securing sustainable employment.



Part Two

Scope of Services

Scope of Services

Background

Following the successful outsourcing of the SPARK Training and Employment program in FY24 and FY25, Ginninderry is seeking to again outsource the management of SPARK to leading, expert organisations that align with its values and strategic objectives.

This Request for Tender (RFT) offers the successful proponent(s) the opportunity to secure a multi-year contract allowing for greater strategic planning and stakeholder relationship development.

This RFT also aims to streamline the procurement of SPARK delivery streams by including all aspects of SPARK within the Tender, being:

- Strategic Funding and Program Management
- Operational Program Delivery and Case Management
- Industry Work Experience and Job Placement coordination for Ginninderry contractors

Tenderers are able to tender for one, two or three of the work streams above. This allows for a single holistic tender, subcontracting or separate contracting arrangements (subject to approvals hold points as identified within the RFT).

In all cases, the Strategic Funding and Program Management contractor is the principal contractor and has oversight of the other work streams.

Agreement Period

The successful Tenderer(s) will be offered a Professional Services Agreement allowing for SPARK training programs to be conducted through FY27, 28 and FY29.

The agreement period will commence at or around 6 March, 2026 to allow for program planning, seeking funding and training providers to enable first programs to be advertised and agreed prior to the commencement of training programs from July 2026. The agreement period will also allow for additional time required in 2029 to ensure 2-month post-program support following the completion of the final program for the 2029 Financial Year.

Minimum Participant and Program Requirements

- Provide a minimum 60 training placements annually across a minimum 4 programs
- Each program must be a minimum of 6 weeks and 3 days per week in duration
- Coordination of work experience or job placements with Ginninderry contractors and consultants (where possible) for participants
- Include where appropriate and where funding permits, additional wrap around training opportunities and live training sites.
- Financial and participant reports of each program including a summary of placements, program delivery spend, work experience and job outcomes (no less than quarterly)



Mandatory Hold Points

The Strategic Funding and Program Management contractor is subject to the following hold points:

- Each year, prior to 1 July, must provide Ginninderry with a list of the four programs to be delivered over the coming financial year. The list must detail the programs to be delivered, how many training places per program, length of program and delivery partners (RTOs, funding partners). Programs should align with required work experience and job placements available by Ginninderry and other industry partners.
- Prior to advertising for programs, a signed Program Partnership Agreement by all stakeholders is required to be submitted to Ginninderry. A Template Program Partnership Agreement is included in **Annexure 2**.
- Agreed appointment of Operational Delivery Manager and Case Managers (if subcontracted through the Strategic Planning and Program Development Manager).

Role Breakdown - Workstreams

The RFT is divided into three workstreams, of which Tenderers can submit for one, two or three streams, as detailed below:

Strategic Funding and Program Development Manager

The Strategic Funding and Program Development Manager sets SPARK's strategic direction and oversees delivery of the SPARK Training & Employment programs and placements.

Key responsibilities include:

Strategic Planning and Funding

- Exploring funding opportunities with stakeholders including Registered Training Organisations and Funding Partners to secure fee-free training places as well as exploring opportunities for additional Federal/Territory Government funding or private sector grants/funding.
- Determining annual program schedule (currently four programs per year with a minimum 60 participants – based on funding and work experience/job placement availability)
- Identifying target cohorts (youth 17-25 years old, long term unemployed, women returning to the workforce, first nation people, culturally and linguistically diverse and mature aged) through engagement with employment agencies and referral services to understand level of need, cohort specific requirements and referral processes.

Program Management

- Overseeing Operational Delivery and Case Management functions
- Ensuring day to day delivery runs smoothly (from referrals, through to completion of the program)
- Facilitating communication between stakeholders and partners
- Ensuring participant issues are escalated and dealt with appropriately (including WHS, Code of Conduct, counselling, police intervention if required)

Reporting and Relationships

- Managing SPARK filing system (SharePoint folder system provided by Ginninderry) to ensure a single source of record keeping to ensure privacy of personal information received and gathered from participants and stakeholders.
- Delivery project reporting for Ginninderry JV Board, delivery partners and funding bodies
- Managing partnership and stakeholder relationships

Program Development

- Designing programs including accredited and non-accredited training units tailored to each cohort of participants.
- Creating delivery schedules covering program length, how many days per week, advertising schedules, information sessions, enrolment processes with the RTO, site tours, industry presentations, photo and video shoots, and graduations
- Establishing and administering Stakeholder Working Groups (starting 3-4 months prior to advertising the program, then fortnightly during delivery, with a review session post completion)
- Sourcing work experience placements and coordinating participant-employer connections
- Identifying live training site opportunities
- Coordinating all marketing materials including flyers, advertisements, videos, photo shoots, and graduation invitations (supported by Ginninderry's marketing team)
- Ensuring project delivery budgets are in line with any external funding guidelines and Ginninderry.
- Managing invoicing coordination for stakeholders delivering program services

Post Program Support

- Securing work experience and job placements where possible
- Identifying further training and career support opportunities where appropriate

Operational Program Delivery and Case Management

The Operational Program Delivery function provides on-ground management for each SPARK program.

Key responsibilities include:

- Assisting with program design and development based on insights from previous participants and programs
- Promoting programs to Employment Agencies, Referral Services, and other SPARK stakeholders while managing inquiries
- Supporting implementation of marketing plans, including program promotion, photoshoots, videos, and media requests
- Assisting with program budget development
- Coordinating program stakeholder working groups
- Contributing to SPARK project reporting for Ginninderry Joint Venture Board and funding bodies
- Conducting program evaluations

Case Manager(s) provide direct participant support through the following activities:

- Managing program inquiries and screening referrals to ensure fee-free placement eligibility requirements are met (visa status, age, literacy levels)
- Booking eligible participants for information sessions
- Providing comprehensive case management and mentoring from initial information sessions through program completion and two months post-completion
- Designing and delivering program information sessions and recruitment/selection processes
- Assisting with development of live training sites and work experience schedules
- Supporting participants with attendance, behaviour, digital literacy, and life challenges outside the program
- Visiting programs 2-3 times per week and conducting one-on-one interviews at least twice during each program
- Supporting participants' transition into work experience and employment
- Connecting participants to additional services including childcare, housing, mental health counselling, and emergency relief
- Prepare quarterly reports summarising participant outcomes.



Industry Work Experience and Job Placement Coordination

The Industry Work Experience and Job Placement function provides a seamless pathway from program completion into industry placements and employment for willing participants. Key responsibilities include:

- Working with Ginninderry to ensure appropriate work experience and job placements are included in contractor and consultant tenders and contracts. Current benchmarks for white collar and blue collar procurements are provided in **Annexure 3** as a guide.
- Sourcing and securing work experience placements with Ginninderry contractors, consultants, and industry partners while coordinating placement schedules to align with program timelines and participant availability.
- Providing contractors with clear guidelines and support for hosting participants.
- Developing and maintaining a structured process for matching participants to suitable placements.
- Maintain accurate records of placements, participant engagement, and outcomes for reporting purposes
- Gathering and filing details of each work experience placement
- Build and maintain strong relationships with contractors, consultants, and employers to facilitate placement opportunities.
- Collaborate with SPARK program managers, case managers, and training providers to align placements with participant skills and program outcomes.
- Monitor participant progress during placements and address any issues promptly.
- Ensure all placements meet insurance and WHS requirements (volunteer insurance or staffing coverage).

SPARK Delivery Functions – performed by others

Successful tenders will work with a range of organisation to ensure the successful, holistic delivery of SPARK. These include:

Employment Agencies/ Referral Services

Employment Agencies and Referral Service Organisations are invited as part of the program working groups and also help to select participants.

Registered Training Organisations

Registered Training Organisations are officially registered and authorised by government regulatory bodies in Australia to deliver vocational education and training (VET) programs. RTOs are crucial partners because they provide the formal training component of SPARK programs. RTOs deliver the actual accredited training courses that lead to recognised qualifications.

Funding Partners

Government, private, charity and employment agencies have typically provided funding for SPARK programs and should be explored.

Typically funding is available for:

- Accredited training qualifications (for example Fee Free Training places)
- Non-accredited training qualifications
- Some program delivery costs (for example hire of laptops, bus hire for industry visits, PPE).

Industry Partners

Industry partners such as the Training Fund Authority, Construction Industry Training Council, Master Builders Association, help to identify gaps in knowledge and skills, and help to find employers in need of participants to fill employment roles.



Employers

Work experience and job placements form a key component of the SPARK delivery model. Engaging employers in the co-design of programs ensures that units of competency and non-accredited training offerings can be considered to ensure that participants can compete training and then into a job. Given Ginninderry's mandatory tender requirements for both job and work experience placements, it's also fundamental to fulfilling those positions to have Ginninderry's consultants and contractors on board and with a level of understanding and responsibility for participants to ensure their continued engagement with the program.

Ginninderry – Marketing Services

To ensure brand consistency, Ginninderry will provide marketing services, including the creation of flyers, EDMs, print advertising, completion certificates, video or photography content along with post-production services for one graduation video per program.

Budget, pricing and billing arrangements

Based on the above information, Tenderers should consider the following and make appropriate recommendations in Schedule 3 of the Returnables across the following considerations for all workstreams.

Budget & Pricing Considerations

- **Fixed Pricing:** Set costs for specific items (e.g., Programs budget per program, Work Experience Coordination per placement)
- **Hourly or Daily Rates:** For services which are expected to fluctuate during the year.
- **Retainer Model:** Monthly or quarterly fees for ongoing services.

Billing Arrangements

- **Milestone-Based Payments:** Payments may be tied to milestones (for example program agreement, program commencement, program completion or work experience placements)
- **Monthly Invoicing:** As per Professional Services Agreement. Template provided in **Annexure 5**.
- **Approval & Sign-Off Process:** Clear process for sign-offs will occur in line with above listed hold points.
- **Out-of-Pocket Expenses:** Disbursements of any kind (travel, flights, accommodation) must be included in the above pricing considerations.

Please note that rates must be maintained for the duration of the Agreement Period.

Work Experience Provision

As per other tendered contracts at Ginninderry, the successful proponent must provide a minimum 2 unpaid work experience placements for a minimum of 1 week period each during the Agreement Period.

The proponent is to include a statement in their RFT submission that they agree to the above requirement and provide details as to how they propose to source the individuals for the work experience placements. All work experience positions will be the responsibility of the Contractor in all respects, including salary (if agreed), insurance, taxes, occupational health and safety etc.

The willingness of the proponent to meet the above requirement will form part of the tender assessment criteria and commitments agreed will form part of the Contract entered into with the successful proponent.

Given the unique nature of this contract also being for the services of SPARK, the placements do not have to be sourced from SPARK programs however they must be provided as a first option to residents within West Belconnen or if not

possible, then in the Capital Region more broadly. These positions must be in addition to the contractors existing workforce.

The above requirement remains relevant regardless of whether the proponent choses to tender for one, two or all three of the proposed job streams.

Operational Capacity

Tenderers are to outline their organisation structure and key team members and are to maintain key personnel during the life of the contract and nominate suitably qualified representatives to deliver the scope of services. The contract will be subject to retention of the agreed personnel and/or suitable replacements.



Part Three

RFT Requirements

RFT Requirements

Returnable schedules

Respondents are to provide, in the requested form, the information, representations, acknowledgements and documentation specified in the following schedules attached to this document in **Annexure 4** as follows:

- Schedule 1: Respondent Details
- Schedule 2: Declaration
- Schedule 3: Capability, Recommendation and Pricing

Submissions should be divided into Schedule 1, Schedule 2 & Schedule 3 sections.

Lodgement

Submissions must be lodged as per the Assessment Table in Part Four and emailed by the closing date to the Contact Officer.

Below is a list of actions and/or information that Respondents should review before submitting their submissions.

- Tender submitted on time via email.
- All Evaluation Criteria addressed (Section 5).
- Returnable Schedules (**Annexure 4**).
- Signed copy of any issued Addenda to this Tender

Additional Information

To assist in the evaluation process, a Tenderer may be requested to submit additional information during the Tender evaluation period.

The RFT Lodgement Date may be extended by Riverview. Riverview will take reasonable steps to inform all parties.

Late, non-compliant and incomplete proposals

Late, incomplete, or otherwise non-compliant proposals lodged will be registered separately and may or may not be admitted to the evaluation process at the discretion of Riverview without explanation.

Point of Contact

The Contact Officer named below is the point of contact for all matters about this RFT:

Jessica Stewart
Head of Sustainability and Community Development
Ginninderry, The Link, 1 McClymont Way, Strathnairn 2615
Phone: 1800 316 900 / 0421 874 033
Email: jessica@ginninderry.com

Tenderers must direct all communications through the Contact Officer unless otherwise advised. Any unauthorised communication with Riverview by a Tenderer may lead to the exclusion of the Respondent's RFT from further consideration.

Any notice given by a Tenderer to Riverview will be effective upon receipt only if in writing and delivered to the Contact Officer at the address specified above.

Riverview may deliver any written notification to a Tenderer by leaving it or causing it to be left at the address of that Tenderer, or by sending it to the email address of that Tenderer as specified in their proposals or as otherwise subsequently nominated in writing by the Tenderer to the Contact Officer.

Clarification Questions

All clarification questions and enquiries must be issued in writing directly to the Contact Officer.

The preferred method of contact is via email. The Contact Officer will circulate any enquiries and their responses to all other Respondents without revealing the source of the inquiry.

All enquiries must be received by the Contact Officer before 12:00pm on Friday, 16 January 2026. Enquiries received after this time will not be responded to.



Part Four

Assessment of Proposals

Assessment of Proposals

Value for Money

In evaluating Tenders, Riverview has as its objective the attainment of the best value for money and not necessarily the lowest tendered price for each proposal. However, it is essential that tenderers demonstrate industry competitiveness and best practice. Apart from the conformity with the requirements of this RFT, Riverview will evaluate Tenders in accordance with the criteria outlined below.

Evaluation & Selection Process

Evaluation Principles

Ginninderry is committed to a fair, transparent, and competitive tender evaluation process. Submissions will be assessed based on their alignment with the project requirements, the proposer's ability to deliver the scope, and the overall value provided to Ginninderry.

Evaluation Panel

The evaluation panel will consist of:

- **Stephen Harding**, Development Director, Ginninderry
- **Gareth Burdon**, Development Director, Suburban Land Agency
- **Imran Khan**, Project Operations Director, Ginninderry
- **Jessica Stewart**, Head of Sustainability and Community Development, Ginninderry

Methodology

All tenders will be assessed using the methodology outlined below. Tenderers will be requested to address the Evaluation Criteria listed as part of their submission, and Riverview will examine each offer received.

Proposals which, in the opinion of Riverview:

- a) do not comply with the requirements of this RFT or are submitted by Respondents that are in breach of any provision of this RFT.
- b) are subject to any condition or requirement which is contrary to the requirements of this RFT.
- c) are subject to a condition or requirement that further due diligence or other investigations must be performed after the proposal is submitted; or
- d) do not achieve a satisfactory standard in any applicable evaluation criteria, may at any time be excluded from consideration; may
 - be considered incomplete, non-compliant or non-competitive proposals and seek clarification from Respondents; or
 - seek additional information or clarification of offers received where this information does not materially impact the conformance of the proposal nor alter the price. All clarifications will be fully documented and appropriately filed.

Once a preferred tenderer has been identified, any post-offer negotiations, if required, will occur before entering a Contract. Negotiations will take place solely with the preferred tenderer until such time as either:

- I. a contract is formed,
- II. the preferred tenderer withdraws their offer,

- III. the capacity to negotiate is exhausted, or
- IV. Riverview decides to accept no offers and may elect to recall tenders.

On formation of a contract, or if no offers are accepted, the unsuccessful Tenderers will be notified in writing.

Process

The evaluation process will be conducted as follows:

1. **Compliance Check** – Initial review to ensure submissions meet all mandatory requirements and deadlines.
2. **Scoring Against Evaluation Criteria** – Each submission will be independently assessed and scored by the evaluation panel.
3. **Shortlisting** – The highest-ranked proposals may be shortlisted for further assessment, including clarifications or presentations.
4. **Interviews / Presentations (if required)** – Shortlisted Tenderers may be invited to present their proposal and respond to any questions from the evaluation panel.
5. **Final Decision & Negotiations** – The preferred Tenderer(s) will be selected based on total scores, value proposition, and alignment with Ginninderry's strategic objectives. Contract negotiations will follow as appropriate.

Notification of Outcome

All Tenderers will be notified in writing of the outcome. Ginninderry reserves the right to:

- Accept or reject any tender submission.
- Not award the contract if no suitable Tenders are received.
- Enter into negotiations with one or more preferred Tenderers before finalising the contract.

Evaluation Criteria & Weighting

Respondents must address each of the applicable evaluation criteria listed below and provide sufficient information in response to the Returnable Schedules 1 – 3 attached to support their proposal.

The following table sets out the assessable criteria for proposals submitted across the two service workstreams, which will be scored by Riverview.

Compliance

Criterion	Weighting (%)	Evaluation Considerations
Declaration	Pass / Fail	A pass will be awarded if the Respondent provides a declaration substantially in the form set out in Schedule 2.
Work Experience Provision	Pass / Fail	A pass will be awarded if the Respondent provides a statement committing to provide the minimum work experience placements as per the Contract Eligibility requirement set out in Part Two – Scope of Services.

Stream 1: Strategic Funding and Program Development Management

Criterion	Weighting (%)	Evaluation Considerations
Relevant Experience & Capability	25%	<ul style="list-style-type: none"> - Demonstrated success in securing government, private sector, and fee-free training funding. - Ability to develop and maintain partnerships with Referral agencies, RTOs, funding bodies, and employers. - Evidence of coordinating stakeholder working groups effectively. - Robust annual program planning (four programs/year; minimum 60 participants) aligned with funding and placement availability. - Evidence of risk management and contingency planning for funding shortfalls.
Program Design	20%	<ul style="list-style-type: none"> - Ability to design tailored programs combining accredited and non-accredited units. - Alignment of training content with industry needs and employment outcomes. - Evidence of employer engagement and guaranteed work experience/job placements.
Program Management	15%	<ul style="list-style-type: none"> - Proven ability to manage end-to-end delivery from referrals to completion. - Strong case management approach, including participant support and retention strategies. - Effective escalation processes for WHS, Code of Conduct, and critical incidents. - Clear communication framework for stakeholders and partners.
Cohort Targeting & Inclusion	10%	<ul style="list-style-type: none"> - Demonstrated understanding of target cohorts (youth, long-term unemployed, women returning, First Nations, CALD, mature-aged). - Evidence of engagement with referral agencies and culturally safe practices. - Strategies for accessibility and inclusion (language support, flexible delivery, wrap-around services).
Reporting, Governance & Data Management	10%	<ul style="list-style-type: none"> - Capacity to deliver timely and accurate reporting to Board, partners, and funders. - Robust record-keeping and privacy compliance using SharePoint as a single filing system.
Financial Offer	20%	<ul style="list-style-type: none"> - Transparent and competitive pricing structure. - Justification of costs relative to program outcomes and participant support. - Evidence of leveraging external funding and co-investment to maximize ROI.

Stream 2: Operational Program Delivery and Case Management

Criterion	Weighting (%)	Evaluation Considerations
Program Delivery & Coordination	25%	<ul style="list-style-type: none"> - Demonstrated experience in coordinating multi-stakeholder programs and working groups. - Ability to manage program logistics, including live training sites and work experience schedules. - Proven ability to assist with program design and development based on participant feedback.
Case Management & Participant Support	25%	<ul style="list-style-type: none"> - Comprehensive approach to case management from referral screening through post-program support. - Ability to manage participant inquiries, eligibility checks, and recruitment processes. - Experience in mentoring participants and addressing attendance, behaviour, and life challenges. - Evidence of connecting participants to wrap-around services (childcare, housing, mental health, emergency relief).
Stakeholder Engagement & Communication	10%	<ul style="list-style-type: none"> - Strong communication skills for managing inquiries and maintaining multiple stakeholder relationships.
Budget Support & Resource Management	10%	<ul style="list-style-type: none"> - Ability to assist with program budget development and resource allocation. - Evidence of cost-conscious decision-making and efficient use of resources.
Reporting & Evaluation	10%	<ul style="list-style-type: none"> - Ability to conduct participant interviews, observations and evaluations - Ability to conduct program evaluations and provide actionable insights. - Capacity to deliver timely and accurate reporting to Board, partners, and funders.
Financial Offer	20%	<ul style="list-style-type: none"> - Transparent and competitive pricing structure. - Justification of costs relative to program outcomes and participant support.

Stream 3: Industry Work Experience and Job Placement Coordination

Criterion	Weighting (%)	Evaluation Considerations
Work Experience & Job Placement Coordination	30%	<ul style="list-style-type: none"> - Demonstrated ability to source and secure work experience and job placements with contractors, consultants, and industry partners. - Proven experience developing structured processes for matching participants to suitable placements. - Evidence of compliance with mandatory tender requirements for placements. - Ability to coordinate placement schedules aligned with program timelines and participant availability.
Stakeholder Engagement & Relationship Management	20%	<ul style="list-style-type: none"> - Strong track record in building and maintaining relationships with contractors, consultants, and employers. - Ability to collaborate effectively with SPARK program managers, case managers, and training providers to align placements with participant skills and program outcomes. - Evidence of providing contractors with clear guidelines and support for hosting participants.
Compliance & Risk Management	10%	<ul style="list-style-type: none"> - Demonstrated understanding of WHS and insurance requirements for placements. - Ability to maintain accurate records of placements and participant engagement. - Evidence of risk mitigation strategies for placement-related issues.
Monitoring & Participant Support During Placements	10%	<ul style="list-style-type: none"> - Proven ability to monitor participant progress during placements and address issues promptly. - Evidence of providing ongoing support to participants and employers during placements.
Reporting & Performance Monitoring	10%	<ul style="list-style-type: none"> - Ability to prepare quarterly reports summarizing placement numbers, participant outcomes, and employer feedback. - Evidence of tracking employment outcomes post-placement and using data to improve future programs.
Financial Offer	20%	<ul style="list-style-type: none"> - Transparent and competitive pricing structure. - Justification of costs relative to placement coordination and participant outcomes.

Each criterion will be scored on a **scale of 1 to 10**, where:

- **1 - 3** = Does not meet requirements or provides minimal evidence.
- **4 - 6** = Meets some requirements but lacks depth or clarity.
- **7 - 9** = Strong response with clear evidence of capability.
- **10** = Exceptional response with high confidence in delivery.

Assessment Timetable

The proposed timetable for the procurement process relating to this project is:

Milestone	Date
RFT Distribution	23 December 2025
Clarification Question deadline	16 January 2026, 12pm
Tender Closes	27 January 2026, 10am
Tenderers Notified	30 January 2026
Recommendation to Ginninderry Joint Venture Board	11 February 2026
Successful Tenderer(s) Notified	Week of 16 February 2026
Contract Awarded	by 6 March 2026



Part Five

Contract Requirements

Contract Requirements

The form of Contract expected to be used for the Services required by this project is Riverview's Professional Services Agreement (PSA). The template PSA is included in **Annexure 5**.

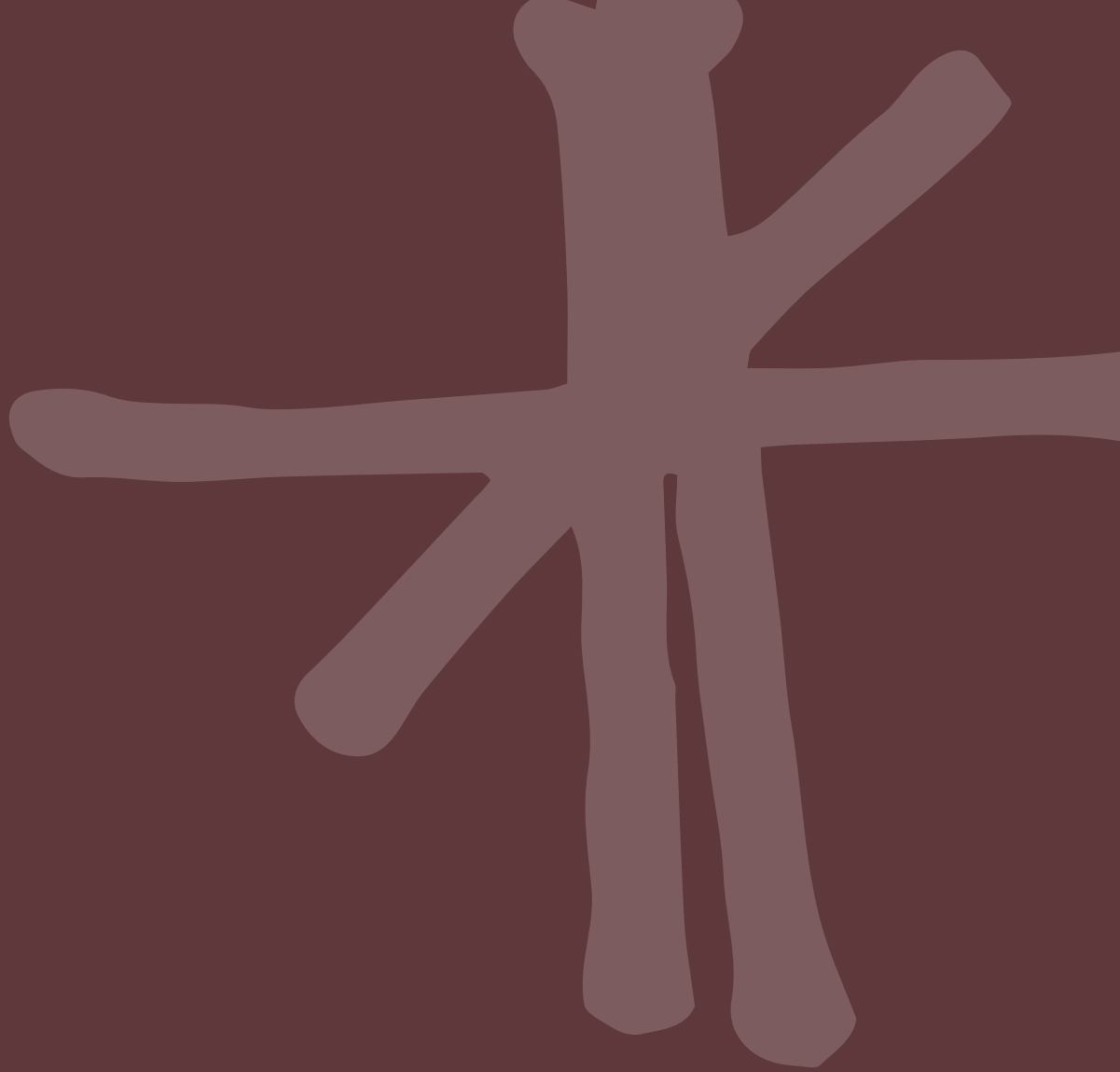
The agreement period will allow for delivery of SPARK training programs for three financial years, being FY27, 28 and 29. The agreement period will commence at or around 6 March, 2026 to allow for program planning, seeking funding and training providers to enable first programs to be advertised and agreed prior to the commencement of programs from July 2026. The agreement period will also allow for additional time required in 2029 to ensure 2-month post-program support following the completion of the final program for the 2029 Financial Year.

Without limiting the insurance that is required to be held by the successful Tenderer by law (e.g. workers' compensation) or under contract with the Territory, the successful Tenderer will be required to take out and maintain:

- Public Liability Insurance with coverage in the amount of not less than \$20,000,000 in respect of each occurrence; and
- Professional Indemnity Insurance with coverage in the amount of \$5,000,000 in the annual aggregate.
- Insurance to cover volunteer work experience placements

Proposed departures – legal, insurance or otherwise – to the Contract Requirements must be outlined in the Submissions.

Riverview reserves the right to review the terms of the contract annually based on performance.



Part Six

Annexures

Annexures

Annexure 1 – Project Vision



Ginninderry Project Vision

“Creating a sustainable community of international significance in the Capital Region.”

The Ginninderry Joint Venture is developing the project that spans the ACT and NSW border to achieve a vision of inspiring sustainable living, development practice and awareness. Achieving a high quality of life for the people living in Ginninderry is at the heart of our project’s planning and design.

We will create a community that exemplifies world’s best practice in its design, construction and long-term liveability. As a model of sustainable community living, it will be a place and community that can be showcased throughout Australia and internationally.



Project Objectives

To achieve our vision we will challenge conventional industry thinking. We will employ practices, processes and systems that embody innovation and design excellence.

This project has been conceived and will be delivered on a fully integrated and audited triple bottom line basis.

Our project will:

- Be sustainable over time, socially, economically and ecologically (with a low and reducing ecological footprint)
- Respond to the local and global environment
- Provide for future beneficial change to occur in design, infrastructure and regulatory mechanisms
- Be cost effective, replicable and measurable
- Act as a new model that others can follow



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The principles below will direct decision-making by all project management, sub-consultants and referral agencies in the delivery and development of the site. They reflect national priorities and Federal, State and Territory Government policies on housing affordability, climate change and environmental protection.

Partnering Principles

- Ptnr 1. Partnering is essential to this project and the scale and timeframe will allow for positive partnerships to grow and thrive
- Ptnr 2. Partnering with public agencies is a cornerstone of our approach
- Ptnr 3. Engaging the community in design and governance is fundamental to the delivery of the project
- Ptnr 4. Designing the project for community ownership and ultimate community control
- Ptnr 5. Supporting community housing through public and private partnering arrangements
- Ptnr 6. Collaborating with research and educational institutions to drive innovation

Evaluation Principles

- Eva 1. Identifying and delivering realistic and costed initiatives
- Eva 2. Providing independent peer review of project proposals and project outcomes
- Eva 3. Using recognised international and national benchmarks for sustainability performance to publicly report and raise awareness of project outcomes
- Eva 4. Empowering resident and community monitoring and management of sustainability performance
- Eva 5. Encouraging a culture of continuous improvement

Ecological Principles

- Eco 1. Acknowledging the intrinsic value of all species and the special role and regional significance of the Murrumbidgee River corridor and Ginninderra Creek
- Eco 2. Respecting and supporting the ecosystem functions of air, soil and water, recognising the importance of living and non-living environmental resources

- Eco 3. Reducing greenhouse gas emissions through innovative products and place design, material selection and service provision
- Eco 4. Recognising our natural ecological limits and minimising our resource, water and energy consumption
- Eco 5. Using existing local infrastructure to deliver efficient renewable services and reusable resources
- Eco 6. Enhancing local opportunities for food production and production of materials
- Eco 7. Fostering a deep sense of respect for and connection to the land, flora and fauna

Social and Cultural Principles

- Soc 1. Respecting and honouring Aboriginal and non-Aboriginal cultural, historical and spiritual values, including integrating with the existing rich, social fabric of Belconnen
- Soc 2. Designing for social equity, affordability, diversity and interdependence, honouring differences and catering for the needs of individuals through all stages of life
- Soc 3. Maximising health, safety and comfort of the built environment to provide enduring quality of life
- Soc 4. Instilling awareness and supporting education of sustainability values, technology and lifestyles
- Soc 5. Using creative and robust design solutions to create a continuing sense of place and beauty that inspires, affirms and ennobles
- Soc 6. Designing neighbourhoods that support and encourage community interactions through imaginative, functional and enjoyable public spaces

Economic Principles

- Econ 1. Delivering a financial return to the ACT Government recognising their sovereign interest in the land
- Econ 2. Recognising the opportunities provided by the project's scale and low capital base to achieve high-level sustainability outcomes while delivering profitability to joint venture partners
- Econ 3. Building on existing local infrastructure
- Econ 4. Ensuring long-term economic viability through design excellence and community building
- Econ 5. Minimising obsolescence through design of enduring component life cycle, allowing for disassembly and change
- Econ 6. Integrating with the Belconnen commercial, retail and employment networks
- Econ 7. Growing a formal and informal green economy that fosters local jobs and builds regional learning around green innovation and technology

Annexure 2 – Template Program Partnership Agreement

Program Partnership Agreement



Overview of Ginninderry and the SPARK Training and Employment Initiative

The SPARK Training and Employment Initiative is an innovative concept as part of the Ginninderry development. Social inclusion is a key component of Ginninderry, with a strong focus on improving education, social, and economic outcomes of residents in the local area over the life of the development. To demonstrate this commitment, the Suburban Land Agency and Riverview Developments work with partners and stakeholders to deliver a unique initiative that uses the infrastructure construction works and commercial land sales to generate economic opportunities for local people. This agreement supports the SPARK Training and Employment Initiative and outlines the obligations and accountabilities of each stakeholder in this program.

Program Title and Outline:	
Stakeholders:	
Qualifications/Units of Competency to be delivered:	
Funding:	
Industry Work Experience:	
Program Objectives:	
Additional Details: 1. Programs start date: 2. Duration: 3. Program hours of delivery: 4. Days of the week: 5. Location of delivery: 6. Maximum participant numbers: 7. Costs: 8. Minimum requirements: 9. Selection criteria: 10. Information session date: 11. Enrolment session date: 12. Graduation Date:	
Other Comments:	None



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R I V E R V I E W
G R O U P

Program Partnership Agreement



Stakeholders

Stakeholder 1 (Name):			
Role and accountabilities:			
Acknowledgement	Name:	Sign:	Date:
Stakeholder 2 (Name):			
Role and accountabilities:			
Acknowledgement -	Name:	Sign:	Date:
Stakeholder 3 (Name):			
Role and accountabilities:			
Acknowledgement	Name:	Sign:	Date:



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Annexure 3 – Work Experience and Paid Employment Position Targets

Ginninderry's current minimum requirements for blue collar and white collar procurement for tendered works.

It is estimated that on average, between 15-25 unpaid work experience placements are delivered by Ginninderry each year.

Minimum Requirements:

Blue Collar Procurement	Unpaid Work Experience Placements	Newly Created Employment Placements
\$0 - \$1M	Not mandatory	Not mandatory
\$1M - \$5M	Min 2	Not mandatory
\$5M - \$15M	Min 4	Min 1
\$15M - \$30M	Min 6	Min 2
\$30M +	Min 10	Min 4
White Collar Procurement	Unpaid Work Experience Placements	Newly Created Employment Placements
\$0 - \$1M	Not mandatory	Not mandatory
\$1M - \$2M	Min 2	Not mandatory
\$2M - \$5M	Min 3	1
\$5M +	Min 4	Min 2

Noting that Ginninderry holds final discretion if it chooses to divert from these minimum requirements. Consideration is also given to the length of the contract.

Annexure 4 – Returnables Schedule**SCHEDULE 1: RESPONDENT DETAILS**

Respondent's Name:		
Registered Office:		
Principal Place of Business:		
Date and Place of Incorporation:		
Trading and Business Names:		
Registered Business Number:		
Australian Business Number:		
Registered for GST (please circle)?	Yes	No
Telephone Number:	Work:	Mobile:
Contact Person:		
Name:		
Position:		
Address:		
Telephone Number:		
Email Address:		

SCHEDULE 2: DECLARATION**RFT**

The Respondent expresses interest in participating in SPARK – Ginninderry’s Training and Employment Initiative as specified in the Request for Tender (RFT) on the conditions set out in the RFT.

Conflict of Interest

The Respondent does not have any known actual or potential conflicts of interest in respect of the RFT process or its proposed participation in the Project other than the following (please provide details):

The Respondent undertakes to advise Riverview in writing of all actual or potential conflicts of interest regarding the RFT process or its proposed participation in the Project immediately upon becoming aware.

Improper Assistance

The Respondent undertakes that:

- a) this RFT has been compiled without the assistance of any employee of Riverview or the Suburban Land Agency (SLA) and without the use of information obtained unlawfully or in breach of any obligation of confidentiality to the Australian Capital Territory; and
- b) it has not otherwise contravened the RFT.

Further Representations and Acknowledgements

The Respondent undertakes that:

- a) it has read and accepts all the terms and conditions set out in the RFT.
- b) it has examined and satisfied itself as to all matters it considers relevant to the RFT.
- c) it has examined or will make its own enquiries concerning all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its RFT.
- d) it has satisfied itself as to and warrants the correctness and sufficiency of its RFT; and
- e) it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of Riverview or the SLA, except as expressly provided in the RFT or in notices received by it.

The Respondent acknowledges that:

- a) Riverview may exercise any of its rights set out in the RFT at its absolute discretion, at any time, without having to notify any Respondent or provide reasons.
- b) the statements, opinions, projections, forecasts, or other information contained in the RFT may change.
- c) the RFT is a summary only of Riverview’s requirements and is not intended to be a comprehensive description of it.
- d) neither the lodgement of the RFT nor the acceptance of any RFT nor any agreement made subsequent to the RFT will imply any representation from or on behalf of Riverview that there has been no material change since the date of the RFT or since the date as at which any information contained in the RFT is stated to be applicable; and
- e) except as required by law and only to the extent so required, neither Riverview, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the RFT.
- f) The Respondent has sought its own professional advice as appropriate and has not construed the RFT as investment, legal, tax or other advice.

Addenda

The Respondent acknowledges receipt of addenda/um and receipts for each addendum are attached to the Respondent’s submission.



Confidentiality

The Respondent acknowledges that Riverview may disclose, and consents to Riverview disclosing, any information provided by the Respondent, whether confidential or not:

- a) to its advisers or employees solely to evaluate or otherwise assess the proposal.
- b) to its internal management personnel solely to evaluate or otherwise assess the proposal.
- c) in response to a request by the Legislative Assembly of the Australian Capital Territory.
- d) within Riverview, with the SLA, or with another agency, where this serves the legitimate interests of the Australian Capital Territory.
- e) where the information is authorised or required by law to be disclosed.
- f) where the information is in the public domain otherwise than by the disclosure by the Australian Capital Territory.
- g) where the information is in the public domain otherwise than by a Riverview disclosure; and
- h) where the disclosure is required to meet Riverview reporting or accountability requirements.

The Respondent acknowledges that Riverview will act in reliance on the Respondent's proposal and Declaration. The Respondent acknowledges that Riverview may suffer loss if any of the representations, undertakings, consents or other statements in this Declaration or the Respondent's proposals are misleading or deceptive.

Dated:

.....
Signature of Representative of the Respondent

.....
Name of Representative (in block letters)

.....
Position of Representative (in block letters)
(Being duly authorised to sign proposal for and on behalf of the Respondent)

.....
Signature of Witness

.....
Address of Witness

Refer Enquiries to (in block letters):

.....
Telephone No.....

SCHEDULE 3: CAPABILITY, RECOMMENDATION AND PRICING

Respondents should address each of the following requirements.

- 1.1 Clearly state which stream(s) is being tendered for:
 - Stream 1: Strategic Funding and Program Development Management
 - Stream 2: Operational Program Delivery and Case Management
 - Stream 3: Industry Work Experience and Job Placement Coordination
- 1.2 In line with the Evaluation Criteria, respondents must demonstrate their ability to perform the relevant scope of services for the streams above by:
 - o Demonstrate a clear understanding of Ginninderry, its vision and objectives
 - o Demonstrate a clear understanding of the SPARK Delivery Model and Process.
 - o Demonstrate ability to perform the Scope of Services.
 - o Clearly outline proposed cost of service outlining total costs for delivering the Minimum Participant and Program Requirements for the Agreement Period, including a detailed pricing schedule.

At a minimum, the pricing schedule must include the recommended pricing model and billing arrangement.
For example:

	Pricing Model	Billing Arrangement	Fee (excl. GST)
Stream 1: Strategic Funding and Program Management			
Funding exploration and negotiation	Hourly Rate	Monthly Invoicing	
Program Management	Fixed Pricing (rate per program x 12 programs)	Milestone-Based Payments (paid on program commencement/completion)	
TOTAL COST for Agreement Period			
Stream 2: Operational Program Delivery and Case Management			
Program Delivery and Case Management Services	Retainer Model	Monthly Invoicing	
Program Budget	Fixed Pricing (rate per program x 12 programs)	Milestone-Based Payments (paid on program commencement)	
TOTAL COST for Agreement Period			
Stream 3: Industry Work Experience and Job Placement Coordination			
Work Experience Coordination	Fixed Pricing	Milestone-Based Payments (ie per work experience placement)	
TOTAL COST for Agreement Period			

- 1.3 Operational capacity
 - Key personnel and their roles
 - Experience and past performance with similar projects (including three referees)
- 1.4 Insurances
 - Respondents should outline and attach their Professional Indemnity and Public Liability insurance certificates.

Annexure 5 – Template Professional Services Agreement

BETWEEN

Riverview Projects (ACT) Pty Limited ACN 165 870 539

AND

The Consultant named in the Agreement Details

Professional Services Agreement – ACT & NSW

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THIS AGREEMENT is made on the day of 2025

PARTIES

1. **Riverview Projects (ACT) Pty Limited ACN 165 870 539** of Unit 3, 28 Bougainville Street Manuka ACT 2603 in its capacity as agent for and on behalf of the West Belconnen Joint Venture Participants (severally but not jointly) in accordance with their respective participating interests in the West Belconnen Joint Venture;

 ('Riverview')
2. **The Party named in Item 1 of the Agreement Details;**

 (the '**Consultant**')

BACKGROUND

- A. Riverview requires the provision of consultancy services relating to the Project.
- B. The Consultant has considerable experience and expertise in undertaking those services and is able to deliver efficient and cost-effective Services to Riverview for the Ginninderry Project as set out in the Project Brief.
- C. Riverview has agreed to appoint the Consultant to provide the Services in accordance with the terms and conditions set out in this Agreement. The Consultant has agreed to accept that appointment.

OPERATIVE PROVISIONS

1 INTERPRETATION

1.1 Definitions

Unless the context indicates otherwise, when used in this Agreement, each word or phrase defined in this clause 1.1 has the meaning given to it in this clause 1.1.

Agreement means this agreement and all Schedules attached.

Agreement Conditions means this Agreement, including Schedule 1 but excluding Schedules 2, 3, 4 and 5.

Agreement Details means the details set out in Schedule 1.

Agreement Documents means the Documents provided (or to be provided) to the Consultant by Riverview as specified in Item 21.

Agreement Material means any Material created by the Consultant for the purpose of, or as a result of, performing its obligations under this Agreement.

Approvals includes any consent, authorisation, registration, filing, agreement, notification, certificate, permission, licence, approval, permit, authority or exemption by from or with any Authority in relation to the Services or the Project.

Approved Persons means:

- (a) the directors and employees of the Consultant who require access to the Confidential Information to assist in the performance of the Services;
- (b) any legal adviser, consultant or other professional adviser of the Consultant who require access to the Confidential Information to perform their services; and
- (c) any other person as Riverview consents in writing from time to time.

Authority includes any government or semi-governmental authority or other legal entity having a responsibility or jurisdiction in relation to the Services or the Project.

Building Code of Australia means the National Construction Code (an initiative of the Council of Australian Governments) as amended from time to time, as applied in the Jurisdiction.

Business Day means any day which is not a Sunday or a public holiday in the Jurisdiction (and for the purposes only of calculating time under the Security of Payments Law as it applies to this Agreement does not include 27, 28, 29, 30, or 31 December).

Claim includes any claim for an increase in the Fee, for payment of money (including damages) or for an extension of time:

- (a) under, arising out of, or in any way in connection with, this Agreement, including any Instruction of Riverview;
- (b) arising out of, or in any way in connection with, the Services or either Party's conduct before this Agreement; or
- (c) otherwise at law or in equity including:
 - (i) by statute;

- (ii) in tort for negligence or otherwise, including negligent misrepresentation; or
- (iii) for restitution.

Code of Professional Conduct means any code of professional conduct applicable to the Consultant under the laws of the Jurisdiction and includes the laws directly relating to such code.

Completion means the Services, or the relevant portion of the Services are complete in accordance with the requirements of this Contract and **Complete** has a corresponding meaning.

Confidential information means the provisions of this Agreement and all other information which:

- (a) relates to:
 - (i) Riverview and the West Belconnen Joint Venture Participant's Intellectual Property Rights;
 - (ii) Riverview and the West Belconnen Joint Venture Participant's financial and business data such as plans, strategies and forecasts;
 - (iii) Riverview and the West Belconnen Joint Venture Participant's pricing of products and services, proposals and tenders;
 - (iv) Riverview and the West Belconnen Joint Venture Participant's contractors, employees, consultants and project team members;
 - (v) Riverview and the West Belconnen Joint Venture Participant's key suppliers and terms of trade;
 - (vi) information of a type the Consultant ought reasonably to know is confidential in nature;
 - (vii) joint venture terms of the West Belconnen Joint Venture;
 - (b) Riverview designates as confidential; or
 - (c) is disclosed by Riverview to the Consultant or any of their Approved Persons at any time,
- regardless of whether the information:
- (d) was disclosed directly to the Consultant by Riverview or their agents;
- or

(e) is in oral, written, visual or electronic form, or is recorded or stored in a Document.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either Party proposes should not be published (as set out in Item 23).

Consideration has the meaning given to that term by the GST Law.

Consultant's Representative means the person specified in Item 14 or such other person as nominated, from time to time, by the Consultant and approved by Riverview.

Copyright Works means all copyright works to be created by or on behalf of the Consultant (including Design Documentation) and assigned or licensed to Riverview under, or used in connection with, this Agreement.

Date for Completion means the date that the Consultant must have fully Completed the Services as specified in Item 8 (as adjusted in accordance with clause 19).

D&BP Act means the *Design and Building Practitioners Act 2020* (NSW).

D&BP Regulations means the *Design and Building Practitioners Regulations 2021* (NSW).

Design Compliance Declaration has the meaning given in the D&BP Act.

Design Brief means the Design Brief for the Project and the Services forming part of the Project Brief.

Design Documentation means (if applicable) the design documentation for the Project prepared, or to be prepared, by the Consultant in accordance with the Project Brief and Design Brief.

Disbursements means actual out-of-pocket expenses incurred by the Consultant in the performance of the Services and approved by Riverview in writing.

Document includes documents, reports, technical information, plans, charts, drawings, calculations, tables, schedules, and data (stored by any means).

Efficiency Rating means (if relevant to the Services), the rating relating to the efficiency in the performance of the Project under the relevant rating tool as specified in the Project Brief.

EHSMS means Environmental Health and Safety Management System which is available for inspection at the Site.

Environment means the components of the earth, including:

- (d) land, air and water; and
- (e) any layer of the atmosphere; and
- (f) any organic or inorganic matter and living organism; and
- (g) human-made or modified structures and areas,

and includes interacting natural ecosystems that include components referred to in paragraphs (a) to (d) inclusive.

Environmental Laws means all laws regulating, or relating to, the Environment, in the Jurisdiction.

Existing Material means Riverview's, the West Belconnen Joint Venture Participants' or the Consultant's Material which existed prior to the Start Date or was brought into existence other than for the purposes of this Agreement.

Fee means the fee payable to the Consultant as specified in Item 9.

Ginninderry Project means the development and sale of land by the West Belconnen Joint Venture Participants in the area known as Ginninderry.

GST has the meaning given to that term in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Illegal Worker means a person who:

- (a) has unlawfully entered, and remains in, Australia;
- (b) has lawfully entered Australia, but remains in Australia after his or her visa has expired;
- (c) is working in breach of his or her visa conditions; or
- (d) is otherwise not lawfully entitled under Australian law to be engaged to perform the Services or any part of the Services.

Insolvency Event means:

- (a) in the case of an individual or partnership:
 - (i) the commission of an act of bankruptcy by a person under any Act;
 - (ii) the entering into of any arrangement, or the transfer of any assets, for the benefit of creditors;
 - (iii) an admission from the Party that any debts of the Party cannot be repaid; or
 - (iv) anything analogous or of substantially the same effect to any of the events described above; and

- (b) in the case of a corporation:
- (i) the Party becomes an externally-administered body corporate under the *Corporations Act 2001* (Cth);
 - (ii) steps are taken by any person towards making the Party an externally-administered body corporate under the *Corporations Act 2001* (Cth); or
 - (iii) the Party is taken to have failed to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001* (Cth).

Instruction means any agreement, approval, authorisation, certificate, decision, demand, determination, direction, explanation, notice, order, permission, rejection, request or requirement made, given or issued under this Agreement, and **Instruct** and **Instructed** have a corresponding meaning.

Intellectual Property includes, without limitation Know How, copyrights, trademarks, trade and business names, circuit layouts, designs, patents, inventions, research and development activities, and other technical know-how and other rights in industrial property and applications for them, including registered and unregistered rights and all other rights resulting from intellectual activity in industrial, scientific, literary or artistic fields, but does not include Moral Rights.

Intellectual Property Rights means any rights in any Intellectual Property and any application or right to apply for registration of such rights.

IP Licence Purpose means the IP Licence Purpose specified in Item 22.

Invoice means an invoice for payment of the Fee by Riverview for all, or part of the Services performed by the Consultant in a format which is satisfactory to Riverview.

Invoice Date means the date or dates specified in Item 11a).

Item means an item with corresponding details in the Agreement Details.

Jurisdiction means the state or territory in which the Site is located, as specified in the Agreement Details.

Key People means the people employed, or to be employed, by the Consultant or Sub-consultants to perform the Services as specified in Item 15 or subsequently nominated by the Consultant and approved by Riverview and the term **Key Person** has a corresponding meaning.

Know How means confidential, secret, proprietary knowledge or scientific, technical or other information that is not in the public domain and excluding any knowledge, skill or experience which personnel cannot be legally restrained from using or disclosing.

Laws means all laws, regulations and standards including (where applicable) laws, regulations and standards regulating, or relating to, the Services, including:

- (f) (f applicable to the Services), the Building Code of Australia;
- (g) all laws, ordinances, rules, codes, regulations, requirements and orders of any legislation or local authority applicable to, or having jurisdiction over, the Project;
- (h) all laws, ordinances, rules, codes, regulations, requirements and orders of any legislation or authority relating to occupational health, safety and rehabilitation management;
- (i) all relevant standards of Standards Australia;
- (j) all applicable guidelines for access and mobility;
- (k) all applicable guidelines and regulations for fire safety; and
- (l) all Approvals.

Material includes any tangible and intangible property, including information and the subject matter of any category of Intellectual Property.

Milestone means a milestone (if any) in the provision of the Services, as specified and described in Item 6.

Milestone Date means the date for completion of the Milestones (if any) specified in Schedule 5 (as may be adjusted under clause 19), and such other milestone dates as may be directed in writing from time to time by Riverview to the Consultant.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth) and includes all equivalent rights recognised at law anywhere in the world.

Parties means Riverview and the Consultant and **Party** means any of them.

Permitted Disclosure means any disclosure which after the date of this Agreement Riverview may in writing permit.

Personal Information has the same meaning given to it in the *Privacy Act 1998* (Cth) and means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

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

Prescribed Area of Engineering has the meaning given in the D&BP Act.

Procurement Act means the Government Procurement Act 2001 (ACT).

Professional Engineering Work has the meaning given in the D&BP Act.

Project means the project as described in Item 4.

Project Brief means the Project Brief for the Services comprising Schedule 2 and includes the Design Brief (if any) referred to in Schedule 2 and the Special Conditions.

Project Contract means a building or works contract which Riverview has entered, or will enter, into with a Project Contractor to:

- (a) construct, or design and construct, any part of the Project; or
- (b) supply, or supply and install, any plant, equipment, goods or materials for the Project.

Project Contractor means a person engaged, or to be engaged, by Riverview under a Project Contract.

Project Timetable means the timetable for the Project determined by Riverview, from time to time, and notified to the Consultant.

Proportionate Liability Legislation means:

- (a) if the Jurisdiction is the Australian Capital Territory, then *the Civil Law (Wrongs) Act 2002* (ACT);
- (b) if the Jurisdiction is New South Wales, then Part 4 of the *Civil Liability Act 2002* (NSW); or
- (c) such equivalent legislation as may be in force from time to time.

Provisional Sum means an amount (if any) included in the Fee being an assessment of an item of work as disclosed in Schedule 4 as a Provisional Sum to be performed, or for costs to be incurred by the Consultant in connection with it, which could not be entirely foreseen, defined or detailed at the time the Agreement Documents were issued, and which includes all of the Consultant's administration costs, overheads, work, and profit in connection with it.

Registered Design Practitioner has the meaning given in the D&BP Act.

Registered Professional Engineer has the meaning given in the D&BP Act.

Registered Specialist Practitioner has the meaning given in the D&BP Act.

Regulated Design has the meaning given in the D&BP Act.

Riverview's Consultant means a consultant or professional adviser appointed by Riverview in relation to the Project but does not include the Consultant.

Riverview's Representative means the person nominated, from time to time, by Riverview to be its representative for the purposes of this Agreement. As at the date of this Agreement, Riverview's Representative is the person specified in Item 13.

Scope of Services means the scope of services included in the Project Brief as set out in Schedule 2.

Security of Payments Law means the laws relating to security of payments in the building and construction industry in the Jurisdiction, being:

- (a) if the Jurisdiction is the Australian Capital Territory, the *Building and Construction Industry (Security of Payment) Act 2009* (ACT);
- (b) if the Jurisdiction is New South Wales, the *Building and Construction Industry Security of Payment Act 1999* (NSW); or
- (c) such equivalent legislation as may be in force from time to time.

Services means the professional services to be provided by the Consultant under this Agreement including:

- (a) the services set out in the Scope of Services;
- (b) if relevant, all design or other consultancy services necessary to enable the Project Contractors to cost effectively and efficiently complete the Project to the satisfaction of Riverview; and
- (d) if required, management of other consultants engaged by Riverview for the Project (other than the engagement, termination and payment of those consultants).

Services Program means the program, as amended from time to time, prepared by the Consultant and approved by Riverview in accordance with clause 4.7.

Site means the site as specified in Item 12.

Specialist Work has the meaning given in the D&BP Act.

Stage means a stage in the provision of the Services, if applicable, as set out in Item 5.

Start Date means the date that the Consultant will commence the Services as specified in Item 7.

Special Conditions means the Special Conditions attached to this Agreement at Schedule 3, if any.

Sub-consultant means any subcontractor or subconsultant engaged by the Consultant to carry out any part of the Services.

Subcontract means an agreement between the Consultant and a Sub-consultant.

Suburban Land Agency means the agency established pursuant to s.37 of the City Renewal Authority and Suburban Land Agency Act 2017 (ACT).

Taxable Supply has the meaning given to that term by the GST Law.

Tax Invoice has the meaning given to that term by the GST Law, and includes a recipient created tax invoice.

Territory means the Australian Capital Territory, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cth).

Third Party Material means any Material in which a third Party holds Intellectual Property Rights.

Upper Limit means the amount specified in Item 10 which may only be varied in accordance with clause 10.2.

Variation means any change to the Services including an omission of any part of the Services.

West Belconnen Joint Venture means the unincorporated joint venture of that name between the West Belconnen Joint Venture Participants.

West Belconnen Joint Venture Participants means:

- (a) the Suburban Land Agency, holding a 60% participating interest in the West Belconnen Joint Venture; and
- (b) Riverview Developments (ACT) Pty Limited ABN 34 165 870 557, holding a 40% participating interest in the West Belconnen Joint Venture.

WHS Legislation means:

- (a) the *Work Health and Safety Act 2011* (ACT);
- (b) the *Work Health and Safety Act 2011* (NSW);
- (c) the *Work Health and Safety Regulation 2011* (ACT);

- (d) the *Work Health and Safety Regulation 2017* (NSW);
- (e) all instruments issued under the *Work Health and Safety Act 2011* (ACT), *Work Health and Safety Act 2011* (NSW), the *Work Health and Safety Regulation (2017)* or the *Work Health and Safety Regulation 2011*;
- (f) all laws that replace the above laws; and
- (g) all other work health and safety laws applicable in the Jurisdiction.

1.2 Interpretation

- (a) In this Agreement, unless otherwise indicated by the context:
 - (i) a reference to disclosure includes a reference to publication, use, discussion, and communication, and 'disclose' has a corresponding meaning;
 - (ii) words importing the singular include the plural and vice versa;
 - (iii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
 - (iv) the word 'include' (in any form) when introducing one or more specific items does not limit the meaning of the general words to those items or to items of a similar kind;
 - (v) a reference to any thing (including, but not limited to, any right) includes a part of that thing but nothing in this clause 1.2 implies that performance of part of an obligation constitutes performance of the obligation;
 - (vi) in the interpretation of this Agreement no rule of construction applies to the disadvantage of one Party on the basis that that Party put forward this Agreement;
 - (vii) if a word or phrase has a defined meaning, another part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;
 - (viii) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
 - (ix) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally;

- (x) Agreement headings are for convenience only and do not affect interpretation of this Agreement;
- (xi) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;
- (xii) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements of it;
- (xiii) a reference to a Party to a document includes that party's legal personal representatives, successors and permitted assigns;
- (xiv) a reference to an agreement, other than this Agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing; and
- (xv) a reference to a body, whether statutory or not:
 - A. which ceases to exist; or
 - B. whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (i) a reference to '\$' is to Australian currency; and
- (ii) an obligation of a Party not to do any act or thing shall be construed to include an obligation of that Party:
 - A. not to permit that act or thing to be done; and
 - B. to use its best endeavours to prevent that act or thing being done by another person.
- (b) Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.
- (c) This Agreement will be deemed a result of the mutual effort and negotiations of the Parties.
- (d) In exercising their rights and obligations under this Agreement, the Parties must comply with principles of good faith and fair dealing.

2 ENGAGEMENT

2.1 Appointment and Acceptance

Riverview engages the Consultant with effect from the Start Date (irrespective of the actual date when the Parties entered into this Agreement), to carry out the Services in accordance with the terms of this Agreement, and the Consultant accepts that engagement.

2.2 Provision of the Services

The Consultant must:

- (a) perform and Complete the Services in a timely manner, and in accordance with:
 - (i) the provisions of this Agreement;
 - (ii) the Project Brief; and
 - (iii) the requirements of Riverview including those specified in the Project Brief;
- (b) respond to any Instruction given by Riverview within 2 Business Days (unless a longer time is specified by Riverview); and
- (c) perform and Complete the Services to achieve the Milestones by the corresponding Milestone Dates and otherwise in accordance with the Project Timetable.

2.3 Date for Completion

The Consultant must Complete the Services by the Date for Completion.

2.4 Stages and Milestones

- (a) If the Services are to be provided in Stages (as set out in Item 5) the Consultant must not commence work on any Stage without the prior Instruction of Riverview to commence work on the relevant Stage.
- (b) If Item 6 sets out Milestones, the Consultant must Complete each section, Stage or portion of the Services in accordance with each corresponding Milestone.

3 RELATIONSHIP

- (a) The Consultant must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of Riverview or its principal, the West Belconnen Joint Venture Participants, or as otherwise able to bind or represent Riverview or its principal, the West Belconnen Joint Venture Participants.

- (b) This Agreement does not create a relationship of employment, agency or partnership between the Consultant and Riverview or its principal, the West Belconnen Joint Venture Participants.

4 ROLE OF THE CONSULTANT

4.1 Standard of care

The Consultant must:

- (a) exercise the standard of skill, care and diligence in the performance of the Services that would be expected of a competent professional consultant with experience and expertise in providing services similar to the Services;
- (b) use only qualified, experienced and competent personnel to perform the Services;
- (c) act in the best interests of Riverview;
- (d) keep Riverview fully and regularly informed about all matters affecting or relating to the Services;
- (e) be an expert in their subject matter; and
- (f) (to the extent applicable to the Services), must ensure they are aware of latest design standards and codes for Works being undertaken.

4.2 Professional requirements

The Consultant must, during the period of the Services:

- (a) maintain registration with the Consultant's registration board (or equivalent) in the Jurisdiction (if any); and
- (b) carry out the Services in general compliance with the Code of Professional Conduct (if any) in force in the Jurisdiction.

4.3 Special Conditions

The Consultant's obligations under the Special Conditions (if any) will be taken to be additional to the Consultant's obligations under the Agreement Conditions.

4.4 Services to comply with Agreement requirements

The Consultant must ensure that the Services, including any design that it prepares, comply with the terms of this Agreement.

4.5 Authority to act

The Consultant is authorised by Riverview to perform obligations for Riverview only in relation to the matters set out or implied in this Agreement.

4.6 Knowledge of Riverview's requirements

The Consultant must:

- (a) inform itself of Riverview's requirements for the Services;
- (b) (without limitation) refer to the Project Brief; and
- (c) consult with Riverview throughout the performance of the Services.

4.7 Services Program

- (a) This clause 4.7 applies of Item 24 states that a Services Program applies.
- (b) If Item 24 states that Riverview is responsible for developing the Services Program:
 - (i) Riverview must (if it has not already done so) within 5 Business Days of the date of this Agreement, prepare and provide to the Consultant, a Services Program which:
 - A. sets out Riverview's proposed timetable for the Consultant's performance of the Services (including the identification of any relevant Stages and Milestones); and
 - B. complies with the requirements of this Agreement (including any requirements for Stages).
 - (ii) Within a further 5 Business Days, the Consultant must either:
 - A. provide its acceptance of Riverview's proposed Services Program; or
 - B. suggest amendments to the Services Program which Riverview may accept or reject (acting reasonably).
 - (iii) If the Consultant fails to provide feedback on the Services Program within the time stipulated in clause 4.7(b)(ii), the Consultant is deemed to have accepted the Services Program proposed by Riverview in accordance with clause 4.7(a).
- (c) If Item 24 states that the Consultant is responsible for developing the Services Program, the Consultant must:

- (i) (if it has not already done so) within 5 Business Days of the date of this Agreement, prepare and provide to Riverview, a Services Program which:
 - A. sets out the Consultant's proposed timetable for the performance of the Services which is consistent with the Stages and Milestones;
 - B. identifies each of the Milestones and the Milestone Dates; and
 - C. complies with the requirements of this Agreement (including any requirements for Stages);
 - (ii) obtain the approval of Riverview to the Services Program (which must not be unreasonably withheld); and
 - (iii) amend the Services Program as required by Riverview.
- (d) Although Riverview may prepare, review and approve the Services Program, Riverview is relying on the skill and expertise of the Consultant and no preparation, review, approval or recommendation in relation to the Services Program will relieve the Consultant of, nor alter or affect its responsibility for, the performance of the Services.

4.8 Changes to Services Program

If any changes are required to the Services Program (whether as a consequence of a Variation or otherwise), the Consultant must, provided it can reasonably do so:

- (a) make any consequential amendments to the Services Program;
- (b) submit the amended Services Program to Riverview for its approval; and
- (c) when approved by Riverview, adhere to the amended Services Program in lieu of any prior program.

4.9 Progress reports and meetings

- (a) If reasonably requested by Riverview, the Consultant must (and must have made adequate allowances in the Fee to):
 - (i) submit written reports to Riverview on the progress of the Services at the intervals and times notified by Riverview; and
 - (ii) attend all meetings requested by Riverview.

- (b) The Consultant must within 5 Business Days fully respond to any questions which Riverview asks in relation to any Report.

4.10 Notice of matters impacting on the Services or the Project

If the Consultant becomes aware of any matter which:

- (a) is likely to change, or which has changed, the scope or timing of the Services or the Project; or
- (b) affects or may affect the Project Brief, a Milestone Date, or the Services Program,

the Consultant must within 5 Business Days give written notice of that matter to Riverview containing, as far as practicable in the circumstances:

- (c) particulars of the change, error, or omission;
- (d) its likely impact; and
- (e) the Consultant's recommendation as to how to minimise its impact upon the scope or timing of the Services or the Project.

4.11 Co-ordination with Riverview's Consultants and Project Contractors

The Consultant must, during the period of the Project:

- (a) fully co-operate with Riverview's Consultants and Project Contractors;
- (b) carefully co-ordinate and integrate the Services with the work and services to be performed or provided by Riverview's Consultants and Project Contractors;
- (c) perform the Services so as to avoid interfering with, disrupting or delaying the work and services performed or provided by Riverview's Consultants and the Project Contractors; and
- (d) without limitation, provide reasonable advice, support and co-operation to facilitate the due performance by Riverview's Consultants and the Project Contractors.

4.12 Conflict of interest

- (a) The Consultant has, prior to the date of execution of this Agreement, disclosed to Riverview any conflict of interest that exists or is likely to arise, in the performance of its obligations under this Agreement.
- (b) If, during the term of this Agreement, any conflict or risk of conflict of interest arises, the Consultant will immediately notify Riverview and act in accordance with Riverview's Instruction.

4.13 Quality assurance

- (a) The Consultant must:
 - (i) plan, develop and implement an internal quality assurance system satisfactory to Riverview (acting reasonably) in respect of the Services; and
 - (ii) if requested by Riverview, provide details of the internal quality assurance system which it proposes.
- (b) The Consultant will not be relieved of any responsibilities or obligations in respect of the performance of the Services and will remain solely responsible for them notwithstanding:
 - (i) the obligation of the Consultant to plan, develop and implement a quality assurance system; or
 - (ii) any review or approval of any part of the quality assurance system by Riverview.

4.14 Peer Review

Riverview may engage a suitably qualified person to review the work being the result of the Services carried out by the Consultant. When requested by Riverview, the Consultant must provide to Riverview in a timely manner, all relevant information relating to the Services in order that the review may be expedited.

5 ROLE OF RIVERVIEW

5.1 Information

Riverview must, as soon as practicable, make available to the Consultant, all information relevant to the Services to be performed, including documents and particulars, relating to the Project and Riverview's requirements for the Project.

5.2 Additional information

If:

- (a) the Consultant, in its reasonable opinion, considers that any information, including documents or particulars, is required to enable it to perform the Services; and
- (b) that information is within the possession or control of Riverview but has not been provided to the Consultant by Riverview or Riverview's Consultants or Project Contractors,

then:

- (c) the Consultant must give notice in writing to Riverview of the details of the information and the reasons why it is required; and
- (d) Riverview must act reasonably and provide the required information to the Consultant within 5 Business Days or such other period mutually agreed with the Consultant.

5.3 Access

Riverview must:

- (a) (if it has not already done so) as soon as practicable, provide the Consultant with access to the Site if required; and
- (b) so far as it is able, arrange access to any other property which may be necessary for the Consultant to perform the Services.

5.4 Making of decisions

- (a) If:
 - (i) the Consultant requests Riverview to give any approval or make any decision in relation to the Services; and
 - (ii) all information required to enable that approval or decision to be given or made is provided to Riverview or is otherwise available,
- (b) Riverview must within 10 Business Days give a decision on the required course of action.

5.5 Notification of Completion

- (a) When Riverview is of the view that the entirety of the Services are Complete, if requested by the Consultant, Riverview will provide the Consultant with written notice confirming the Services are Complete.
- (b) If the Consultant disputes Riverview's decision, it may refer to the dispute for resolution in accordance with clause 30.

6 DESIGN

6.1 Application

This clause 6 applies to the extent that the Services include the provision of Design Documentation or other design services.

6.2 Riverview's documents

Riverview must provide to the Consultant the Agreement Documents specified in the Agreement Details.

6.3 Consultant's design

The Consultant must:

- (a) prepare all relevant Design Documentation in accordance with:
 - (i) this Agreement;
 - (ii) the Project Brief and Design Brief; and
 - (iii) all Laws.
- (b) as part of the Services Program, submit to Riverview for approval a documentation program which makes allowance for the Design Documentation to be submitted to Riverview in a manner and at a rate which will give Riverview a reasonable opportunity to review the Design Documentation in accordance with clause 6.4;
- (c) submit the Design Documentation to Riverview in accordance with the documentation program approved by Riverview under clause 6.3(b) and/ or any applicable Milestone;
- (d) at the same time as submitting the Design Documentation in accordance with this clause 6.3:
 - (i) certify in writing that the Design Documentation is in accordance with this Agreement and the Project Brief; and
 - (ii) notify Riverview of any inconsistency, ambiguity or discrepancy between the Design Documentation and this Agreement or the Project Brief.

6.4 Riverview may review Design Documentation

- (a) Riverview may within 10 Business Days:
 - (i) review any Design Documentation, or any resubmitted Design Documentation, prepared and submitted by the Consultant; and
 - (ii) reject any Design Documentation that does not comply with the requirements of this Agreement or the Project Brief or is not approved by Riverview.
- (b) If any Design Documentation is rejected, the Consultant must within 2 Business Days submit amended Design Documentation to Riverview.

6.5 No obligation to review

- (a) Riverview does not assume or owe any duty of care to the Consultant to review, or in reviewing, the Design Documentation submitted by

the Consultant for errors, omissions or compliance with this Agreement.

- (b) No exercise of rights, failure to exercise rights, or any other act or omission, by, or on behalf, of Riverview in relation to the Design Documentation will:
 - (i) relieve the Consultant from, or alter or affect, the Consultant's liabilities or responsibilities; or
 - (ii) prejudice Riverview's rights against the Consultant, whether under this Agreement or otherwise according to law.

6.6 Consultant acknowledgments and warranties

The Consultant acknowledges, agrees and warrants that:

- (a) the Design Documentation prepared by or on behalf of the Consultant has been and will be prepared with the care and skill properly to be expected from experienced professionals with the requisite qualifications;
- (b) the Consultant has checked and considered the Project Brief for, and satisfied itself about, its adequacy and suitability for the purposes of designing and constructing the Project;
- (c) the Consultant has made its own review and evaluation of, and satisfied itself about, the suitability of the Project Brief for the Project, without reliance on Riverview;
- (d) the design by the Consultant will be free from any defects in design and will be adequate and reasonably suitable for the purposes required under the Project Brief;
- (e) the Consultant will be responsible for any costs associated with any defects in the design including but not limited to:
 - (i) rectification of any part or parts of the Project;
 - (ii) any additional preliminaries or overheads; and
 - (iii) re-design of Design Documentation; and
- (f) the design, and the materials, finishes and methods of construction incorporated in the design, will be proper and adequate for the purposes reasonably inferred from the Project Brief.

6.7 Acknowledgements and warranties unaffected

The acknowledgements, agreements and warranties in clause 6.6 are unaffected by any receipt or review of, or comment or Instruction on, the Design Documentation by Riverview.

6.8 Safety in design

The Consultant must (to the extent applicable to the Services):

- (a) as soon as practicable during the performance of the Services, advise Riverview of any work, health and safety hazards associated with its designs, Documents, types of Materials and methods of construction proposed or specified for use by the Consultant (including in any Documents) that in its expert opinion may pose a material health and safety hazard;
- (b) provide to Riverview:
 - (i) all data and the results of any testing related to its design;
 - (ii) information regarding the intended use of the design including any limitations of the design and any conditions which could affect the safe operation of the design;
 - (iii) a safety report that identifies those work, health and safety hazards and risks that have been identified in the performance of the Services, which includes those hazards and risks that:
 - A. have been eliminated;
 - B. have been minimised; and
 - C. remain unresolved and for which controls are required to be implemented,for the whole lifecycle of the structure to be built, including (but not limited to) during its assembly, construction, use, maintenance, disassembly, demolition or decommissioning; and
 - (iv) assistance (if required) to amend the Consultant's designs or to achieve design solutions for the work, health and safety hazards and risks that remain unresolved;
- (c) identify hazards and areas of risk, and subsequently work with Riverview to resolve the issues to fullest extent possible, so that these hazards and risks can be eliminated or minimised;
- (d) identify any risks, hazards, and any design opportunities when attending meetings as required by Riverview; and

- (e) ensure that any Materials specified in the Consultant's design or any other Documents are not banned or otherwise prohibited under any Laws.

7 D&BP ACT

- (a) This clause 7 applies if the Jurisdiction is New South Wales and the Consultant is required to prepare Regulated Designs.
- (b) If the Consultant is required to prepare Regulated Designs as part of the Services, the Consultant warrants that on and from the date of this Agreement and until Completion of the Services, the Consultant is a Registered Design Practitioner and the Consultant's registration authorises the Consultant to provide a Design Compliance Declaration in respect of each Regulated Design that forms part of the Services.
- (c) If the Consultant is required to carry out Professional Engineering Work in a Prescribed Area of Engineering as part of the Services, the Consultant warrants that on and from the date of this Agreement and until Completion of the Services, the Consultant is a Registered Professional Engineer and the Consultant's registration authorises the Consultant to carry out the Services.
- (d) If the Consultant is required to carry out Specialist Work as part of the Services, the Consultant warrants that on and from the date of this Agreement and until Completion of the Services, the Consultant is a Registered Specialist Practitioner and the Consultant's registration authorises the Consultant to carry out the Services.
- (e) The Consultant warrants to Riverview that it holds adequate insurance for the purposes of the D&BP Act.
- (f) When performing any Variation of the Services, the Consultant must do all things reasonably necessary to ensure that Riverview complies with section 20 of the D&BP Act, including ensuring that the Variation is recorded in accordance with s.20(1) of the D&BP Act, and providing to Riverview
 - (i) a copy of that record; and
 - (ii) providing a Design Compliance Declaration in respect of variations to Regulated Designs.
- (g) This clause 7 is an essential condition of this Agreement.

8 ENVIRONMENTAL REQUIREMENTS

8.1 Environmental Obligations

In addition to any other obligations under this Agreement, the Consultant must, in carrying out the Services:

- (a) comply with all Environmental Laws; and
- (b) ensure that the Services are Completed so that:
 - (i) the Services comply with Environmental Laws and meet the environmental requirements specified in the Agreement Documents; and
 - (ii) there will be no impediment to the Project:
 - A. achieving and operating at least at the Efficiency Rating (as applicable to the Services); and
 - B. complying with all of the standards contained in the Environmental Standards published by the Property Council of Australia in 2019 (if applicable to the Services),

(‘Environmental Obligations’)

- (c) cooperate with Riverview in satisfying the obligations in clause 8.1(b);
- (d) except in exercise of its legitimate rights under this Agreement, not by any act or omission, prevent or hinder compliance with the Environmental Obligations; and
- (e) notify Riverview if the Consultant considers that any aspect of this Agreement including the Agreement Documents significantly adversely affects compliance with the Environmental Obligations, which notice must specify:
 - (i) the relevant aspect of the Agreement Documents or this Agreement;
 - (ii) the adverse impact that the aspect has in relation to the Environmental Obligations; and
 - (iii) an alternative or alternatives which would be preferable in terms of compliance with the Environmental Obligations.

9 INSURANCE

9.1 Public liability insurance

From the Start Date until Completion of the Services, the Consultant must effect and maintain a public liability insurance policy with a reputable insurer:

- (a) for the amount specified in Item 16; and
- (b) where practicable, noting the interests of Riverview.

9.2 Professional indemnity insurance

The Consultant must take out and maintain a current policy for professional indemnity insurance with a reputable insurer:

- (a) whilst engaged under this Agreement;
- (b) for the period specified in Item 17;
- (c) for a sum not less than the sum specified in Item 17; and
- (d) covering the liability which the Consultant, or any of its employees or Sub-consultants, might incur as a result of a breach of the obligations under this Agreement.

9.3 Workers' compensation insurance

The Consultant must insure its liability (including its common law liability) as required under any applicable workers' compensation statute or regulation in relation to its employees engaged in the Services. The common law cover required must be for the maximum amount allowed by law.

9.4 Sub-consultant insurance

The Consultant must take all reasonable steps to ensure that its Sub-consultants are similarly insured for public liability insurance, professional indemnity insurance and workers compensation insurance.

9.5 Liability unaffected

The Consultant's liability to Riverview will not be limited or otherwise affected by the terms of any insurance policy required under this clause 9.

9.6 Inspection by Riverview

The Consultant must, at the reasonable request of Riverview, make available for inspection by Riverview evidence of the currency or any renewal of the policies required under this clause 9. A certificate of currency will suffice for the purposes of this clause 9.6.

9.7 Failure to obtain insurance

Where the Consultant fails to produce evidence of currency of insurance, Riverview may refuse payment until evidence of compliance with insurance obligations under this clause 9 is produced by the Consultant to the

satisfaction and approval of Riverview. The rights given by this clause 9.7 are in addition to any other right.

9.8 Alteration of insurances

The Consultant must notify Riverview of any changes to a policy of insurance required under this Agreement relevant to the Services which may adversely impact upon Riverview's rights under or in connection with that policy of insurance.

9.9 Procedure as to Claims

The Consultant must in writing immediately notify Riverview of any occurrence or accident likely to give rise to a claim under the policies referred to in this clause 9 relating to the provision of the Services or of any other matter or thing in respect of which notice should be given by the Consultant under the terms of those policies, and must subsequently give all information as required in the circumstances.

10 PAYMENT FOR THE SERVICES

10.1 Fee

- (a) In consideration of the satisfactory performance of the Services, Riverview must pay to the Consultant the lesser of:
 - (i) the Fee and Disbursements; or
 - (ii) the Upper Limit,in accordance with this clause 10.
- (b) The Fees and Disbursements and the Upper Limit (if any) have been agreed between Riverview and the Consultant on the basis of the requirements of this Agreement and includes provision for everything required to be done by the Consultant in order to complete the Services, including (without limitation):
 - (i) Provisional Sums;
 - (ii) attendance at all meetings as required by Riverview in order to perform the Services;
 - (iii) all necessary clerical and supportive staff;
 - (iv) provision of all copies required for any purpose of any drawing, specification or document;
 - (v) travel and accommodation charges (unless otherwise agreed); and

- (vi) all statutory and other costs (such as payroll tax, holiday pay, sickness benefits, long service leave, superannuation, and fringe benefits tax).
- (c) The Consultant must at its own expense provide all necessary facilities such as office accommodation, telephone, and facsimile services required for the performance of its obligations under this Agreement.
- (d) The Fees are fixed for the duration of this Agreement and comprise (as applicable):
 - (i) the lump sum specified in Item 9b);
 - (ii) the hourly rates specified in Item 9c); or
 - (iii) a combination of lump sum and hourly rates, if so stated in Item 9a).
- (e) If:
 - (i) pursuant to clause 10.1(d), the Fees comprise a lump sum only, the hourly rates specified in Item 9c) will apply only to Fee adjustments for Variations in accordance with clause 13;
 - (ii) pursuant to clause 10.1(d)(iii), the Fees comprise a combination of lump sum and hourly rates, Schedule 2 will specify those Services for which Fees will be calculated by reference to the hourly rates specified in Item 9c).

10.2 Upper Limit

- (a) If an Upper Limit applies, the Consultant agrees that the sum of the Fees and Disbursements cannot exceed the Upper Limit.
- (b) If an Upper Limit applies, the Parties agree that the Upper Limit will not be adjusted or varied for any reason except where the Fee is adjusted for any of the following reasons (in which event the Upper Limit will be adjusted by the same amount as the Fee):
 - (i) Variations ordered by Riverview pursuant to either clause 13(b) or 13(c) (and the adjustment will only be as determined in accordance with clause 13(d)); or
 - (ii) adjustment as required by clause 12.5.
- (c) The Consultant must use its best endeavours to ensure that the final Fee is an amount that achieves:
 - (i) best value for money for Riverview for the completion of the Services; and

- (ii) where possible, savings as against the Upper Limit, as may be identified during the performance of the Services.

11 INVOICE AND PAYMENT

11.1 Invoice

- (a) On the Invoice Date, the Consultant must give Riverview:
 - (i) an Invoice for the Services:
 - A. which includes details of the Services provided and the amount of the Fee that the Consultant claims is then due and payable; and
 - B. the amount of the Disbursements actually incurred; and
 - (ii) if requested by Riverview, a certification that the payment sought is reasonable together with all supporting documentation and information that Riverview may reasonably require (including a Statutory Declaration declaring that the Consultant has paid all of its employees and complied with all laws).
- (b) The amount payable to the Consultant is not subject to adjustment in respect of Services supplied, except in accordance with clause 12.
- (c) The Consultant must provide Riverview with all information reasonably requested by Riverview to allow Riverview to accurately assess any amount claimed by the Consultant in an Invoice (including detailed time sheets if the Consultant charges on an hourly basis).
- (d) Any disputes in relation to the calculation of amounts payable pursuant to this clause 11.1 may be referred for resolution in accordance with clause 30.

11.2 Review of Services

Riverview may review and inspect (in consultation with the Consultant) the Services which are the subject of the Invoice and determine whether or not the Services or the relevant part of the Services have been Completed.

11.3 Payment

The Invoice is payable by Riverview within the timeframe specified in Item 11b).

11.4 Limitation

The acceptance of an Invoice and payment shall not be evidence of:

- (a) an admission or acceptance by Riverview of the Services or an admission of liability or evidence that the Services or the relevant part of the Services were Completed; or
- (b) an admission or acceptance by Riverview of the extent, quality or value of the Services or part of the Services Completed.

11.5 Release after Completion

After the date for submitting the Invoice following the final Invoice Date has passed, the Consultant releases Riverview from any Claim for additional time and payment and is barred from making any Claim for additional time or payment in respect of any fact, matter or thing arising out of, or in any way in connection with, the Services or this Agreement which occurred prior to the final Invoice Date, except for any Claim previously submitted by the Consultant for determination under clause 30.

11.6 Books of account

The Consultant must, for the purposes of this Agreement:

- (a) institute and maintain all proper books of account and operating and financial records (collectively 'records') necessary to afford a full, complete and correct record and explanation of all claims for reimbursement for expenditure of money by the Consultant under this Agreement;
- (b) permit Riverview and any persons authorised by it, at all reasonable times and on reasonable notice, at the cost of Riverview, to inspect and take copies of the records; and
- (c) if reasonably requested by Riverview, have the records audited, the cost of which will:
 - (i) if the audit is required as a consequence of a breach by the Consultant of its obligations under this Agreement, be borne by the Consultant; but
 - (ii) otherwise, be borne by Riverview.

11.7 Conditions precedent to payment of Invoices

Riverview is not required to consider an Invoice pursuant to clause 11.1 or to make payment pursuant to clause 11.3 unless and until:

- (a) the Consultant has provided:
 - (i) Riverview with a valid Invoice in accordance with clause 11.1;

- (ii) (if requested) Riverview with detailed time sheets for all hours claimed to have been worked in providing the Services which are the subject of the Invoice;
 - (iii) (if required) Riverview with the certification and supporting documentation as required under clause 11.1(a)(ii);
 - (iv) Riverview with evidence of current insurances as required pursuant to clause 9; and
 - (v) Riverview with any other information as reasonably required by Riverview;
- (b) if Item 5 sets out Stages, Riverview has approved the commencement of that Stage in accordance with clause 2.4(a); and
 - (c) if Item 6 sets out Milestones, the Consultant has Completed the relevant portion of the Services, corresponding with the applicable Milestone in accordance with clause 2.4(b).

11.8 Set off

Riverview may set off against the payment of the Fee (or any part) any money owing by the Consultant to Riverview under this Agreement.

11.9 Adjustment

If, after payment, an Invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Consultant, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by Riverview to the Consultant under this Agreement.

12 PROVISIONAL SUMS

12.1 Submissions in relation to Provisional Sums

The Consultant must make a submission to Riverview in writing, in respect of each item for which a Provisional Sum has been allowed, which details the amount proposed to be charged or expended by the Consultant and the basis of its calculation which includes the Consultant's administration costs, overheads and profit on each such item.

12.2 Instruction

If within 5 Business Days of receipt of the notification referred to in clause 12.1, Riverview Instructs the Consultant in writing to proceed with the Services the subject of a Provisional Sum on the basis of the Consultant's

submission under clause 12.1, then the Consultant must promptly proceed with the Services.

12.3 Disapproval

If within the period referred to in clause 12.2 Riverview by notice in writing to the Consultant disapproves the Consultant's submission under clause 12.1, or neglects to reply to the Consultant's submission, then the matter must be resolved by agreement between Riverview and the Consultant or, failing agreement, within a further period of 5 Business Days immediately following the first relevant submission, must be referred for resolution in accordance with clause 30.

12.4 Instruction to be in writing

The Consultant must not proceed with the Services and expenditure of Provisional Sums without the prior written Instruction of Riverview.

12.5 Adjustment to Fee – Provisional Sum

If the approved or determined expenditure on any Provisional Sum item:

- (a) exceeds the amount included in the Fee in respect of it, then the amount of the excess will be added to the Fee, and the Fee will be increased accordingly; or
- (b) is less than the amount included in the Fee in respect of it, then the amount of such saving will be deducted from the Fee, and the Fee will be reduced accordingly.

13 VARIATION OF SERVICES

- (a) The Consultant must not:
 - (i) make any changes to the Services;
 - (ii) carry out any extra work; or
 - (iii) leave any of the Services unfinished,unless directed by Riverview.
- (b) Riverview may, by giving a written notice, request the Consultant to carry out a Variation to the Services.
- (c) If Riverview or the Consultant requests a Variation (a **Variation Request**), the Consultant must promptly provide Riverview with:
 - (i) a proposal for performing the Variation;

- (ii) the amount by which the Fees would be increased or decreased as a result of the Variation; and
 - (iii) an assessment of any impact of the Variation on the Services Program including any changes to the Project.
- (d) In preparing an adjustment amount under clause 13(c)(ii), the Consultant must price the Variation using the following order of precedence:
 - (i) where relevant, calculate the increase or decrease using the hourly rates specified in Item 9c);
 - (ii) assess and value the Variations of the Services according to this Agreement; and
 - (iii) where the Variation involves an increase in the scope of the Services, take into account any cost saving measures including greater or better utilisation of its existing resources employed in relation to the Services.
- (e) If Riverview approves the Consultant's increase or decrease in the Fees:
 - (i) Riverview may issue a Variation Instruction;
 - (ii) the Fees will be adjusted by the Consultant's proposed increase or decrease in the Fees as a result of the Variation (as specified in the Variation Instruction); and
 - (iii) the Consultant must promptly commence to perform the Variation.
- (f) If Riverview does not approve the Consultant's proposal of the increase or decrease of the Fees as a result of the Variation, either Party may refer any disputed amount for resolution under clause 30.
- (g) If the Consultant believes that an Instruction by Riverview (other than a Variation Instruction) constitutes a Variation, then:
 - (i) it must within 5 Business Days of receiving the Instruction and before commencing work on the subject matter of the Instruction, give written notice to Riverview that it considers the Instruction constitutes a Variation; and
 - (ii) it must within 10 Business Days after giving the notice under clause 13(g)(i), submit a written proposal to Riverview which contains the details set out in clause 13(c); and

- (iii) if Riverview does not approve the proposal given under clause 13(g)(ii) within 5 Business Days after receiving it, clause 13(f) will apply.

14 CONFIDENTIALITY

14.1 Consultant's Obligations

In consideration of:

- (a) being given access to the Confidential Information by Riverview; and
- (b) the promises contained in this Agreement,

the Consultant agrees that it will:

- (c) hold the Confidential Information in strict confidence and not disclose, or cause or permit the disclosure of the Confidential Information, except for the Permitted Disclosure or as otherwise permitted under this Agreement or with the prior written consent of Riverview;
- (d) not memorise, use, modify, reverse engineer or make copies, notes or records of the Confidential Information for any purpose other than in order to perform the Services or any other use or purpose which Riverview may permit after the date of this Agreement;
- (e) not disclose, or cause or permit the disclosure to any person of, any opinion in respect of the Confidential Information or a Document created in accordance with this clause 14, except for the Permitted Disclosure or as otherwise permitted under this Agreement;
- (f) keep the Confidential Information and any Documents created in accordance with this clause 14 secure and protected from any use, disclosure or access which is inconsistent with this Agreement; and
- (g) promptly notify Riverview if it becomes aware of a breach of this Agreement and the obligations of confidentiality contained in it.

14.2 Permitted Use and Disclosure

- (a) The Consultant must, in relation to the Confidential Information:
 - (i) only use the Confidential Information for the purposes of performing the Services;
 - (ii) not make use of the Confidential Information:
 - A. to the commercial, financial or competitive disadvantage of Riverview or the West Belconnen Joint Venture Participants; or

- B. for the commercial, financial or competitive advantage of any entity or person related to or associated with the Consultant;
 - (iii) only create, or cause or permit to be created, a Document which reproduces, is based on, utilises, or relates to the Confidential Information if that creation is solely for the purpose of performing the Services;
 - (iv) ensure that adequate security measures are in place at all times to restrict access to the Confidential Information (including Confidential Information which is stored electronically and any Confidential Information which is transmitted by email or facsimile) solely to Approved Persons; and
 - (v) immediately report to Riverview any actual, or potential, unauthorised use, disclosure, copying or printing of the Confidential Information of which the Consultant becomes aware.
- (b) The Consultant agrees to limit access to the Confidential Information to its Approved Persons who reasonably require access to the Confidential Information for the purpose of providing the Services or to advise the Consultant in relation to the Services.
- (c) The Consultant agrees that if it is to provide the Confidential Information to the Approved Persons then it must ensure that those Approved Persons give a written undertaking to Riverview to keep the Confidential Information confidential on similar terms as contained in this Agreement prior to the disclosure. The requirement in this clause 14.2(c) does not apply to the directors and employees of the Consultant.

14.3 Exceptions

- (a) The Consultant's obligations of confidentiality will not apply to such part of the Confidential Information which:
- (i) becomes generally available to the public, other than as a result of wrongful disclosure by the Consultant or an Approved Person;
 - (ii) the Consultant or an Approved Person is required to disclose by any applicable law;

- (iii) the Consultant or an Approved Person is required to disclose by any legally binding order of any court, government, semi-government authority, administrative or judicial body, or a requirement of a stock exchange or regulator;
 - (iv) is received by the Consultant or an Approved Person from any third party (other than Riverview or any employee, officer, agent or adviser of Riverview) legally entitled to possess that information and provide it to the Consultant;
 - (v) is known to the Consultant or an Approved Person on a non-confidential basis prior to disclosure to the Consultant by Riverview; or
 - (vi) Riverview has authorised in writing for the disclosure of that Confidential Information (in which case the Consultant must comply with any conditions set out by Riverview in that authorisation).
- (b) If disclosure is required under clause 14.3(a)(ii), the Consultant must inform Riverview as soon as practicable, to permit Riverview to intervene and protect its interests in the Confidential Information.

14.4 Return and Destruction of Information

- (a) If requested by Riverview, the Consultant must immediately cease use of all Confidential Information and return to Riverview, or destroy or delete as Riverview directs, all original Documents (including those created in accordance with clause 14.1) and copies which:
- (i) are or contain Confidential Information; or
 - (ii) reproduce, are based on, or utilise Confidential Information, excluding:
 - A. any papers for or minutes of meetings of the Consultant's board of directors;
 - B. one copy of any notes and other records that the Consultant is required by law or regulation to retain; and
 - C. any publication permitted as a Permitted Disclosure.
- (b) In complying with its obligations under clause 14.4(a), the Consultant must, for Confidential Information stored electronically, use reasonable endeavours to permanently delete that Confidential

Information from all electronic media on which it is stored so that it cannot be restored.

14.5 Acknowledgement

The Consultant acknowledges that:

- (a) the Confidential Information is secret and highly confidential to Riverview and the West Belconnen Joint Venture Participants;
- (b) the Confidential Information is the exclusive property of Riverview or the West Belconnen Joint Venture Participants and this Agreement does not convey any proprietary or other interest in the Confidential Information to the Consultant or any Approved Person;
- (c) disclosure of Confidential Information in breach of this Agreement could cause considerable commercial and financial detriment to Riverview or the West Belconnen Joint Venture Participants; and
- (d) damages may be inadequate compensation for breach of this Agreement and, subject to the court's discretion, Riverview may restrain by an injunction or similar remedy, any conduct or threatened conduct which is or will be a breach of this Agreement.

14.6 Disclaimer

- (a) Neither Riverview nor any of its contractors, officers, employees, consultants, project team members or advisers:
 - (i) makes any representation or warranty:
 - A. as to the accuracy or completeness of the Confidential Information;
 - B. that the Confidential Information has been audited, verified or prepared with reasonable care; or
 - C. that the Confidential Information is the totality of the information that a person wishing to engage in (or engage in activities related to) the performance of the Services might require or expect;
 - (ii) accepts any responsibility for any interpretation, opinion or conclusion that the Consultant or an Approved Person may form as a result of examining the Confidential Information;
 - (iii) accepts any responsibility to inform the Consultant of any matter arising or coming to Riverview's notice which may affect or qualify any Confidential Information; or

- (iv) is liable for any loss of any kind (including, without limitation, damages, costs, interest, loss of profits, or special loss or damage) arising from an error, inaccuracy, incompleteness or similar defect in the Confidential Information.
- (b) The Consultant acknowledges that it is making an independent assessment of the Confidential Information and that it will:
 - (i) carry out, and rely solely on, its own investigation and analyses in relation to the Confidential Information; and
 - (ii) verify all information on which it intends to rely to its own satisfaction.
- (c) Any reliance by the Consultant or any Approved Person on any Confidential Information is solely at its own risk.

14.7 Remedies

- (a) The Consultant acknowledges that Riverview and the West Belconnen Joint Venture Participants would suffer financial and other loss and damage if the Confidential Information was disclosed to any person other than the Approved Persons or for the Permitted Disclosure, and that monetary damages would be an insufficient remedy.
- (b) The Consultant acknowledges and accepts that, in addition to any other remedy which may be available in law or equity, Riverview is entitled to injunctive relief to prevent a breach of this Agreement and to compel specific performance of this Agreement.

14.8 Survival

Each Party acknowledges and agrees that the undertakings given in relation to the Confidential Information will survive the termination of this Agreement and will continue in force until such time as the Confidential Information becomes public knowledge other than by breach of this Agreement.

15 INTELLECTUAL PROPERTY

- (a) Nothing in this Agreement affects the ownership of Intellectual Property in any of the Existing Material or the Third Party Material.
- (b) Intellectual Property in all Agreement Material vests in the Consultant immediately upon its creation. Notwithstanding this, the Consultant agrees that with respect to any Agreement Material it is bound by the requirements of clause 14.

- (c) The Consultant grants to Riverview a perpetual, irrevocable, transferable, world-wide, royalty-free, non-exclusive licence (including the right to sublicense) to use, copy, reproduce, adapt, modify, distribute and communicate the Agreement Material, and all Existing Material and Third Party Material incorporated into or used in conjunction with the Agreement Material, for the IP Licence Purpose. The Consultant also acknowledges and agrees that the licence permits Riverview to exercise any other rights in relation to the Agreement Material, Existing Material and Third Party Material that Riverview has under this Agreement.
- (d) The Consultant agrees that Riverview can assign the licence granted to it under clause 15(c) without the Consultant's consent.
- (e) The Consultant warrants that Riverview's use of the Agreement Material, Existing Material and Third Party Material will not infringe the Intellectual Property Rights of any person and it has the necessary rights to vest the Intellectual Property Rights and grant the licence as provided in clause 15(c).
- (f) The Consultant must obtain all necessary Intellectual Property permissions before making any Existing Material or Third Party Material available for the purposes of this Agreement.

16 MORAL RIGHTS

The Consultant:

- (a) represents to Riverview (acknowledging that Riverview will rely upon that representation) that, except as otherwise Instructed by Riverview, it will obtain or procure from the authors of all Copyright Works, effective and unconditional written consents (severally **Consent**), which are expressed for the benefit of Riverview and any subsequent owner or licensee of the Copyright Works, to do, or omit to do, anything which, but for the Consents, may infringe Moral Rights;
- (b) must, at the request of Riverview, provide executed counterparts of any Consents;
- (c) indemnifies Riverview against all claims, loss or damage that Riverview may incur as a result of any false or misleading representation made by the Consultant under this clause 16; and
- (d) must ensure that any Consent is genuinely given and not obtained by duress or by the making of any false or misleading statement.

17 REPRESENTATIVES AND PERSONNEL

17.1 Consultant's Representative

The Consultant:

- (a) has nominated the Consultant's Representative as the person to act as its representative for the Project;
- (b) may, with the written consent of Riverview (which must not be unreasonably withheld), nominate another person to act as the Consultant's Representative;
- (c) confirms that the Consultant's Representative:
 - (i) is authorised to act for and on behalf of; and
 - (ii) has the power and authority to bind,the Consultant for all purposes in connection with this Agreement;
- (d) confirms that the Consultant's Representative is competent and able to complete all tasks required under this Agreement; and
- (e) confirms that any matters within the Consultant's Representative's knowledge will be deemed to be within the Consultant's knowledge.

17.2 Riverview's Representative

Riverview:

- (a) has appointed Riverview's Representative as the person to act as its representative for the Project;
- (b) may, from time to time, nominate another person to act as Riverview's Representative provided it promptly notifies the Consultant of this; and
- (c) confirms that Riverview's Representative is authorised to act for and on behalf of Riverview for all purposes in connection with this Agreement.

17.3 Key People and Illegal Workers

- (a) The Consultant warrants that:
 - (i) it will only retain Key People who:
 - A. are qualified, experienced and competent; and
 - B. will perform all work (other than minor ancillary work) in relation to the Services;

- (ii) subject to clauses 17.3(a)(iii) and 17.3(d), not replace the Key People without Riverview's written approval (which shall not be unreasonably withheld);
 - (iii) if any of the Key People die, become seriously ill or cease to be employed by the Consultant for any reason, replace them with persons of at least equivalent qualifications, experience and competence and approved by Riverview;
 - (iv) it will take all reasonable steps available to it to establish that the Key People, its Sub-consultants and any other persons engaged to carry out the Services are:
 - A. Australian citizens; or
 - B. in the case of persons who are not Australian citizens, not Illegal Workers;
 - (v) it will not engage Illegal Workers in any capacity to carry out any part of the Services; and
 - (vi) notify Riverview immediately upon it becoming aware of the involvement of an Illegal Worker in the performance of the Services.
- (b) Each warranty given in this clause 17.3 is an essential term of this Agreement.
- (c) A breach of any warranty in clause 17.3 is considered a breach by the Consultant of an essential term of this Agreement, and:
- (i) Riverview may terminate this Agreement at any time by written notice to the Consultant and clause 32.1(a)(ii) will apply; and
 - (ii) the Agreement remains on foot until it is terminated by Riverview.
- (d) The Consultant acknowledges and agrees that poor performance on previous engagements by the proposed replacement Key Person is reasonable grounds for Riverview refusing to provide consent pursuant to clause 17.3(a)(ii).

17.4 Removal of persons

- (a) Riverview may, without liability to the Consultant or any person performing any aspect of the Services, give notice to the Consultant requiring it to remove any person from the provision of the Services

who, in Riverview's reasonable opinion, is incompetent, negligent, guilty of misconduct or fails to comply with an Instruction or policy or procedure of Riverview that has been provided to the Consultant.

- (b) The Consultant must, upon receipt of a notice under this clause 17.4, within 2 Business Days arrange for the removal of that person from the Services and replace him or her with a person acceptable to Riverview.
- (c) A person who is removed under this clause 17.4 must not then be employed in or about the Services without approval from Riverview.
- (d) If a person is removed from performing the Services under this clause 17.4, the Consultant will not be entitled to any compensation from Riverview.

18 SUBCONTRACTING

18.1 Subcontracting Services only with Riverview's consent

- (a) The Consultant:
 - (i) must not subcontract any part of the Services, except with the prior written consent of Riverview;
 - (ii) will be fully responsible for the Services despite subcontracting any part of the Services;
 - (iii) will be vicariously liable to Riverview for all acts, omissions and defaults of its Sub-consultants (and those of the employees and agents of its Sub-consultants) relating to, or in any way connected with, the Services; and
 - (iv) must ensure any Sub-consultant and any part of the Services provided by a Sub-consultant complies with all Laws and all other standards which are required of the Consultant under this Agreement.
- (b) The Consultant acknowledges and agrees that poor performance on previous engagements by a proposed Sub-consultant is reasonable grounds for Riverview to refuse to provide consent to the Consultant for a particular Sub-consultant.

18.2 Subcontract provisions

Except as otherwise agreed by Riverview, any Subcontract entered into by the Consultant must:

- (a) include provisions substantially in accordance with this Agreement including the requirement to comply with all Laws and all other standards which are required of the Consultant under this Agreement; and
- (b) reserve such rights to Riverview as are secured to Riverview under this Agreement.

19 EXTENSIONS OF TIME

19.1 Notice of delay

If the Consultant becomes aware of anything that may delay the performance of the Services, the Consultant must, within 5 Business Days of the date of becoming aware of the commencement of the cause of the delay notify Riverview in writing of the cause and likely extent of the delay. The Consultant must take all reasonable steps to minimise and mitigate the consequences of such delays.

19.2 Extension of time

- (a) If the Consultant is or will be delayed in carrying out the Services by:
 - (i) an act, default or omission of Riverview (and provided such acts or omissions are not expressly permitted under this Agreement); or
 - (ii) a Variation by Riverview pursuant to 13 of the Agreement, the Consultant may claim an extension of time to the relevant Milestone Date, provided that:
 - (iii) the Consultant has given notice of the delay under clause 19.1; and
 - (iv) the delay will prevent the Consultant from completing any Milestone by the relevant Milestone Date.
- (b) To claim an extension of time to any Milestone Date, the Consultant must, within 10 Business Days of the notice of delay under clause 19.1 give a written notice to Riverview, setting out details of:
 - (i) the act or omission of Riverview that is the cause of the delay;
 - (ii) the impact that the delay will have on the performance of the Services; and
 - (iii) the steps the Consultant has taken and will take to mitigate the consequences of the delay.

- (c) Promptly following receipt of the Consultant's Claim for an extension of time under clause 19.2(b) Riverview will assess such Claim and, acting reasonably, determine the extension of time (if any) to the relevant Milestone Date.
- (d) Notwithstanding that the Consultant has not claimed, or is not entitled to, an extension of time, Riverview may, in its absolute discretion, by written notice to the Consultant, extend the time for carrying out the Services for any reason.
- (e) The Consultant's entitlement to an extension of time under this clause 19.2 is its sole remedy for any delay and the Consultant has no other Claim against Riverview arising out of, or in relation to, that delay.

20 WORK HEALTH & SAFETY AND THE ENVIRONMENT

- (a) The Consultant must comply with:
 - (i) all WHS Legislation; and
 - (ii) the EHSMS and all reasonable Instructions of Riverview in relation to the EHSMS,

and ensure all Services are carried out in a manner which is safe and does not put the health and safety of persons at risk.
- (b) The Consultant must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter.
- (c) The Consultant must exercise a duty of good faith to Riverview in carrying out the Services to enable Riverview to discharge its duties under the WHS Legislation.
- (d) The obligations set out in this Agreement do not affect the Consultant's obligations under the WHS Legislation. If there is an inconsistency between this Agreement and the WHS Legislation, the WHS Legislation prevails.

21 PARTIES' LIABILITY UNDER STATUTE

21.1 Consultant warranty and acknowledgement

The Consultant acknowledges and agrees that if any part of the Services is being subcontracted:

- (a) it warrants that it has undertaken its own due diligence on the Sub-consultants (including considering the Sub-consultant's reputation,

quality of work on previous jobs, previous track record and financial standing) and it has assessed the Sub-consultants as suitable;

- (b) Riverview is relying on the warranty given by the Consultant in clause 21.1(a);
- (c) it is responsible for the entire performance of the Services despite subcontracting any part of the Services pursuant to clause 18 of this Agreement;
- (d) it is will vicariously liable to Riverview for all acts, omissions, and defaults of its Sub-consultants (and those of the employees and agents of its Sub-consultants) relating to, or in any way connected with, the Services; and
- (e) in consideration of the clauses above, the inclusion of clauses 21.2 and 21.3 is reasonable.

21.2 Exclusion of operation

It is agreed, to the extent permitted by law, that:

- (a) the operation of the Proportionate Liability Legislation is excluded in relation to all rights, obligations and liabilities under this Agreement; and
- (b) without limiting the generality of clause 21.1, the rights, obligations and liabilities of the parties (including those relating to proportionate liability) are as specified in this Agreement and not otherwise,

whether those rights, obligations or liabilities are sought to be enforced as a breach of contract, a claim in tort or otherwise.

21.3 Consultant's sub-consultants

The Consultant must include in any contract it enters into with others for the carrying out of any part of the Services, provisions that, to the extent permitted by law, effectively exclude the operation of the Proportionate Liability Legislation in relation to all rights, obligations or liabilities under those contracts whether those rights, obligations or liabilities are sought to be enforced as a breach of contract, in tort or otherwise.

22 SECURITY OF PAYMENTS LAW

22.1 Application

This clause 22 applies if the Services are subject to the Security of Payments Law.

22.2 Notices and suspension

The Consultant must immediately:

- (a) give Riverview a copy of any notice that it receives from any Sub-consultant or under the Security of Payments Law.
- (b) notify Riverview if it becomes aware that a Sub-consultant is entitled to suspend services or has suspended the carrying out of its work/ services in connection with this Agreement under of the Security of Payments Law; and
- (c) ensure that any Sub-consultant gives Riverview a copy of any notice that it receives from any other person under the Security of Payment Law.

22.3 Payment Withholding Request

- (a) This clause 22.3 applies if the Jurisdiction is New South Wales.
- (b) If Riverview is served with a payment withholding request under Security of Payment Law by a Sub-consultant or or any other party in connection with any work carried out or material supplied by the Consultant to Riverview forming part of the Services, and Riverview consequently retains money that is or becomes payable by Riverview to the Consultant under the Agreement:
 - (i) Riverview is not in breach of its payment obligations under the Agreement as a result only of the retention of such money in such circumstances; and
 - (ii) the Consultant waives its rights and releases Riverview from liability in respect of all losses or expenses of any nature suffered or incurred by the Consultant, and may not terminate, rescind or treat as repudiated the Agreement arising out of or in connection with Riverview retaining such money in such circumstances.

22.4 Payment of amounts outstanding by Riverview

- (a) If the Consultant has failed to pay an amount due and payable to a Sub-consultant for services in connection with this Agreement, then Riverview may pay that amount and recover it from the Consultant as a debt due and payable by the Consultant to Riverview, including by setting off that amount against any amount that Riverview is liable to pay to the Consultant in relation to a Progress Claim or by recourse to the Security.
- (b) For the purpose of clause 22.4(a), 'due and payable' includes:

- (i) any amount agreed by the Consultant as being due and payable as specified in a payment schedule (or similar formal documentation) issued by the Consultant to a Sub-consultant (as applicable) in response to a claim for payment;
- (ii) any amount payable by the Consultant to a Sub-consultant in accordance with any applicable Security of Payments Law which has not been paid by the Consultant within the time required by that Security of Payments Law; or
- (iii) if an amount is in dispute, the amount determined to be due and payable following the final resolution or settlement of that dispute (including by way of compromise).

23 LEGISLATIVE REQUIREMENTS

23.1 Laws and other legal requirements

The Consultant must:

- (a) in carrying out the Services, comply with all relevant Laws; and
- (b) maintain any accreditation required to perform the Services.

23.2 Industrial relations

The Consultant must in carrying out the Services:

- (a) assume sole responsibility for and manage all aspects of industrial relations in relation to the Consultant's employees, consultants and other Sub-consultants;
- (b) ensure that the rates of pay and conditions of employment specified in all relevant industrial awards, enterprise and project agreements and any relevant statutory requirements, for all employees engaged by any person, are always observed in full;
- (c) keep Riverview fully informed of industrial relations problems or issues which affect or are likely to affect the carrying out of the Services; and
- (d) comply with all other requirements of this Agreement relating to industrial actions.

24 GST

Unless otherwise specified, the Parties acknowledge that any Consideration specified in this Agreement is exclusive of GST and that a Party (**recipient**)

providing that Consideration to the other Party (**supplier**) for any Taxable Supply made by the supplier under this Agreement, must:

- (a) at the same time as the Consideration is provided for that supply;
- (b) but subject to the provision by the supplier to the recipient of a Tax Invoice for that supply;

pay to the supplier, an additional amount equal to the GST payable in respect of that supply, provided that:

- (c) where the recipient is required to reimburse or pay to the supplier, an amount calculated by reference to a cost, expense or other amount paid or incurred by the supplier, the amount of reimbursement or payment will be reduced by the amount of any input tax credits to which the supplier is entitled for the acquisition relating to that cost, expense or other amount.

25 ASSIGNMENT AND NOVATION

25.1 Assignment by Consultant

The Consultant:

- (a) must not assign, transfer, mortgage, charge or encumber any right or obligation under this Agreement without the prior written consent of Riverview, which consent Riverview must not unreasonably withhold; and
- (b) agrees that any such assignment, transfer, mortgage, charge or encumbrance will not operate to release or discharge the Consultant from any obligation or liability under this Agreement.

25.2 Assignment by Riverview

Provided it acts reasonably, Riverview:

- (a) may assign, transfer, mortgage, charge or encumber any right or obligation under this Agreement without the prior consent of the Consultant; and
- (b) must promptly notify the Consultant of any such action.

26 WORKPLACE GENDER EQUALITY ACT

- (a) This clause 26 applies only to the extent that the Consultant is a 'relevant employer' for the purposes of the Workplace Gender Equality Act 2012 (Cth) ('WGE Act').

- (b) The Consultant and its Sub-consultants must comply with their obligations, if any, under the WGE Act.
- (c) If the Consultant becomes non-compliant with the WGE Act during the duration of this Agreement, the Consultant must notify Riverview.
- (d) If the duration of this Agreement exceeds 18 months, the Consultant must provide a current letter of compliance within 18 months from the date of this Agreement and following this, annually, to Riverview.
- (e) Compliance with the WGE Act does not relieve the Consultant from its responsibility to comply with its other obligations under this Agreement.

27 NO COLLUSIVE ARRANGEMENTS

- (a) The Consultant warrants that it has not engaged in any collusive or anti-competitive arrangement or understanding in connection with its tender for, or entry into, this Agreement.
- (b) Without limiting any other right or remedy, whether under this Agreement or otherwise, Riverview may recover from the Consultant the value of any payment or other benefit made directly or indirectly to an unsuccessful tenderer or a trade or industry association in breach of the warranty in clause 27(a).

28 PRIVACY

- (a) The Parties to this Agreement must:
 - (i) not do an act, or engage in a practice, that would breach a Territory Privacy Principle (set out in the Information Privacy Act 2014 (ACT)) if the act was done, or the practice was engaged in, by a public sector agency;
 - (ii) comply with the reasonable directions of the other Party in relation to the handling of any Personal Information that a Party holds or has held and used in connection with this Agreement; and
 - (iii) ensure that any Sub-consultant does not do such an act or engage in such a practice.
- (b) The Parties agree to immediately notify each other if they become aware of a breach or possible breach of any of the obligations under this clause 28.
- (c) This clause 28 survives the termination of this Agreement.

29 NON-DISCLOSURE OF CONFIDENTIAL TEXT

- (a) In giving effect to the principles of open and accountable government, Riverview may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable agreement under the Procurement Act and, if so, Riverview will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.
- (b) Clause 29(c) will apply if Confidential Text is specified in the Agreement Details. The grounds on which the text is confidential are set out in the Agreement Details.
- (c) Except as provided in this Agreement, Riverview must not disclose Confidential Text to any person except to the extent that the Confidential Text is:
 - (i) text that the Consultant has requested to be kept confidential and the Consultant has given its prior written consent to the disclosure (which consent will not be unreasonably withheld);
 - (ii) required or authorised to be disclosed under law;
 - (iii) reasonably necessary for the enforcement of the criminal law;
 - (iv) disclosed to Riverview's solicitors, auditors, insurers or advisers;
 - (v) generally available to the public;
 - (vi) in the possession of Riverview without restriction in relation to disclosure before the date of receipt from the Consultant;
 - (vii) disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
 - (viii) disclosed to the ombudsman or for a purpose in relation to the protection of the public revenue.

30 DISPUTE RESOLUTION

- (a) If a dispute between the Parties arises in connection with this Agreement, then either Party must give a written notice of dispute to the other identifying the dispute and providing details of it.
- (b) The Parties must first try to resolve any dispute between them by direct negotiation in good faith.

- (c) If a dispute is not resolved by direct negotiation between the Parties within 21 days of receiving the notice of dispute, the Parties must endeavour to settle the dispute by mediation. Any such mediation will be conducted by a mediator independent of the Parties appointed by agreement of the Parties or, failing agreement within 28 days of receiving the notice of dispute, by a person appointed by the Resolution Institute.
- (d) The Mediation Rules of the Resolution Institute will apply to the mediation.
- (e) Each Party agrees to bear its own costs of complying with this clause 30 and the Parties must bear equally the costs of any mediator engaged.
- (f) It is a condition precedent to the right of either Party to arbitrate or litigate the dispute that it has first complied with the mediation process referred to in this clause 30.

31 INDEMNITY

- (a) The Consultant indemnifies Riverview, its officers, employees and agents, against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense suffered by Riverview or by its principal, the West Belconnen Joint Venture Participants, arising out of, or in connection with, any of the following:
 - (i) any failure of the Consultant to comply with its obligations under the D&BP Act;
 - (ii) any non-performance or breach of this Agreement by the Consultant; or
 - (iii) any unlawful, wilful or negligent act, or unlawful, wilful or negligent omission, of the Consultant its officers, employees, agents or Sub-consultants related to the performance of the Services.
- (b) The Consultant's obligation to indemnify under this clause 31 is reduced to the extent that the liability, loss or damage was caused by the action, omission or negligence of Riverview or by its principal, the West Belconnen Joint Venture Participants.
- (c) This clause 31 survives the termination of this Agreement.

32 TERMINATION

32.1 Termination for Default

- (a) A Party ('Non-breaching Party') may in good faith terminate this Agreement if the other Party ('Breaching Party') breaches a provision of this Agreement and:
 - (i) the breach is capable of remedy, but continues for more than 10 Business Days after the Non-breaching Party gives written notice to the Breaching Party specifying the nature of the breach and directing the Breaching Party to remedy the breach; or
 - (ii) the breach is not capable of remedy, and the Breaching Party fails to pay reasonable compensation to the Non-breaching Party within 20 Business Days after the Non-breaching Party gives written notice to the Breaching Party requiring the Breaching Party to pay reasonable compensation for the loss incurred by the Non-breaching Party as a consequence of the breach.
- (b) Termination under this clause 32 does not change Riverview's payment obligations with respect to a correctly rendered Invoice provided in accordance with terms of this Agreement.
- (c) Without limitation, the rights and obligations under clauses 14, 15, 16, 21, 28, 29, 30 and 31 each survive any termination or expiry of this Agreement.

32.2 Termination for failure to comply with D&BP Act

Riverview may in good faith terminate this Agreement if the Consultant fails to maintain registration and be adequately insured in accordance with the D&BP Act and the provisions of clause 32.5 will apply.

32.3 Termination for insolvency

- (a) If an Insolvency Event occurs in respect of a Party (Insolvent Party), the other Party may, without prejudice to any other right of that Party:
 - (i) immediately terminate this Agreement; or
 - (ii) if the Insolvent Party is the Consultant, Riverview may take out of the Consultant's hands the whole or part of the Services remaining to be Completed and suspend payment until the completion of the Services that have been taken out, following

which payment will be subject to any adjustment under clause 32.6.

- (b) If the Insolvent Party is a corporation, a notice of termination under clause 32.3(a) does not take effect during any stay period relating to the Insolvent Party.
- (c) In clause 32.3(b), **stay period** has the meaning given to that term in section 415D(2) of the Corporations Act 2001 (Cth) ('the Act') and includes:
 - (i) each of the meanings given to the term 'stay period' in sections 434J(2) and 451E(2) of the Act;
 - (ii) any period when a stay order (as defined in section 415F(2) of the Act) is in force in relation to the Insolvent Party; and
 - (iii) any other period when a stay is in force in relation to the Insolvent Party in accordance with Part 5.1, Part 5.2 or Division 17 of Part 5.3A of the Act.

32.4 Additional right of Termination

- (a) If the Project is delayed, postponed or cancelled, Riverview may terminate the Agreement without any reason, in whole or in part, by notifying the Consultant giving no less than 5 Business Days written notice.
- (b) Subject to compliance by the Consultant with its obligations under clause 32.5, upon a termination under clause 32.4(a), the Consultant:
 - (i) will be entitled to be paid by Riverview:
 - A. any amount already due to it (and not yet paid) under an Invoice submitted under clause 11.1;
 - B. a reasonable amount in respect of any work performed by it, prior to receipt of the termination notice under clause 32.4(a), which is not covered by any such Invoice; and
 - C. reasonable compensation for any costs and expenses directly incurred by it in relation to that termination (excluding, without limitation, loss of prospective income or profits) provided that the amount of that compensation, together with any other amounts paid to the Consultant under this Agreement, must not exceed the Fee or the Upper Limit; but

- (ii) will not be entitled to payment or reimbursement in respect of any loss or damage other than set out in clause 32.4(b)(i) in respect of the termination including any amount in respect of the lost opportunity to:
 - A. earn a profit in respect of Services not performed at the date of termination; or
 - B. recover Disbursements which would have been generated under this Agreement but for it being terminated.

32.5 Consequence of Termination

If the Agreement is terminated under clause 32.1, 32.2, 32.4 or 32.4:

- (a) the Consultant must cease work in accordance with any notice;
- (b) all Services will terminate at the date of termination;
- (c) accrued rights and remedies of a Party will not be affected; and
- (d) each Party must take reasonable steps to minimise any loss arising from the termination.

32.6 Adjustment on completion of work taken out

When Services taken out of the Consultant's hands have been Completed, the difference between the cost thereby incurred and the amount which would otherwise have been paid to the Consultant if the Services had been Completed by the Consultant will be a debt due and payable by the Consultant to Riverview.

33 UNAVOIDABLE DELAY

A Party to this Agreement is not entitled to exercise its rights and remedies upon the default of the other Party if that default is caused by an act or event that:

- (a) is beyond the reasonable control of that other Party;
- (b) continues for less than one month; and
- (c) was not reasonably foreseeable at the time this Agreement was entered into.

34 CONTRACT ADMINISTRATION SERVICES

- (a) This clause 34 applies if the Services include contract administration services in relation to a Project Contract (as specified in the Scope of Services).
- (b) The Consultant in carrying out the contract administration services, must:
 - (i) act with diligence and promptness;
 - (ii) provide Riverview with relevant information about the contract administration services in a timely manner; and
 - (iii) not seek or receive any payments or other inducements from any person wishing to influence the Consultant to administer the contract for the benefit or detriment of any Party to this Agreement.
- (c) Unless it is otherwise specified in the Scope of Services, the Consultant is not responsible for:
 - (i) any non-compliance by a Project Contractor of the constructed works; or
 - (ii) any errors or omissions in the works,and Riverview acknowledges and agrees that, if any additional Services are required of the Consultant as a result of any such non-compliance, error or omission, such Services will be treated as Variations in accordance with the Agreement.

35 NOTICES

35.1 Giving of notice

A notice or other communication required or permitted to be given by one Party to another under this Agreement must be in writing and:

- (a) delivered personally;
- (b) sent by pre-paid mail to:
 - (i) the address of the addressee specified in this Agreement;
 - (ii) if a Party is a corporation, the registered office of the corporation; or

- (iii) the address of the addressee specified in Items 18 or 19 or as may be specified by the addressee from time to time for the receipt of notices under this Agreement; or
- (c) sent by email to the email address of the addressee specified in this Agreement.

35.2 Service of notice

A notice or other communication under this Agreement is taken to have been given (unless otherwise proved):

- (a) if delivered personally, when delivered on a Business Day, or otherwise on the next Business Day;
- (b) if mailed, on the 4th Business Day after posting; or
- (c) if sent by email on the day of sending on a Business Day, or otherwise on the next Business Day.

35.3 Change of address

A Party may change its address or email address for service by giving notice of that change in writing to the other Parties.

36 GENERAL PROVISIONS

36.1 General provisions

- (a) The non-exercise of or delay in exercising any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived if that waiver is in writing and jointly signed by each Party.
- (b) This Agreement will bind the successors of each Party.
- (c) This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.
- (d) Each Party must pay their own costs of the preparation, negotiation, execution and carrying into effect of this Agreement.
- (e) Any variation of this Agreement must be in writing and signed by both Parties.
- (f) This Agreement is the entire agreement between the Parties in respect of its subject matter.

- (g) This Agreement is governed by the laws of the Australian Capital Territory. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.
- (h) The signatories to this Agreement warrant that they have authority to bind their respective Party to this Agreement.

36.2 Continuing Indemnities and Survival of Indemnities

- (a) Each indemnity contained in this Agreement is a continuing obligation despite a settlement of account or the occurrence of any other thing, and remains fully effective until all money owing, contingently or otherwise, under an indemnity has been paid in full.
- (b) Each indemnity contained in Agreement:
 - (i) is an additional, separate and independent obligation and no one indemnity limits the generality of another indemnity; and
 - (ii) survives the termination of this Agreement.

36.3 Further assurance

Each Party will from time to time do all things (including executing all documents) necessary or desirable to carry out and give full effect to this Agreement and the rights and obligations of the Parties under it.

36.4 No merger

- (a) Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a Party may have against another Party or any other person at any time.
- (b) The covenants, conditions and provisions of this Agreement which are capable of having effect after termination remain in full force and effect after the termination of this Agreement.

36.5 Severance

- (a) If a provision of this Agreement or a right or remedy of a Party under this Agreement is invalid or unenforceable in a particular jurisdiction:
 - (i) it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and
 - (ii) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.

- (b) This clause 36.5 is not limited by any other provision of this Agreement in relation to severability, prohibition or enforceability.

36.6 Third Party Rights

- (a) Subject to clause 36.6(b), only the Parties have or are intended to have a right or remedy under this Agreement or obtain a benefit under it.
- (b) The Consultant acknowledges and agrees that Riverview may enforce a right or remedy owed to the West Belconnen Joint Venture Participants under this Agreement, as its agent.

36.7 Order of precedence

Where any ambiguity, discrepancy, or inconsistency arises between this Agreement and the Agreement Documents or within any of them, the ambiguity, discrepancy, or inconsistency is to be resolved according to the following descending order of precedence:

- (a) the Special Conditions (Schedule 3) which prevail over
- (b) the Agreement Conditions (including Schedule 1) which prevail over
- (c) the Schedules to this Agreement (other than Schedule 1 and Schedule 3) which prevail over
- (d) the Agreement Documents.

36.8 Electronic Communication

- (a) This Agreement may be entered into by electronic communication between the parties if a full and legible copy of this Agreement showing the signature of each party (and witness's signature where applicable) is communicated by email to each other party.
- (b) An electronic communication by a party in accordance with clause constitutes consent by that party to the Agreement being entered into by electronic communication.

EXECUTED AS AN AGREEMENT

Riverview

Signed, sealed and delivered by **Stephen Phillip Harding** as Attorney for and on behalf of **Riverview Projects (ACT) Pty Limited ACN 165 870 539** in its capacity as agent for and on behalf of the West Belconnen Joint Venture Participants under Power of Attorney dated 30 July 2024 who at the time of signing has no knowledge of the revocation of the Power of Attorney:

Name of Attorney: Stephen Phillip
Harding
Signature of Attorney

Signature of Witness

Name of Witness in full

Address of Witness

The Consultant

by Click or tap here to enter text. in the)
presence of:)

)

)

)

)

Name: Click or tap here to enter text.

Signature of Witness

Name of Witness in full

Executed by Click or tap here to enter)
text. ACN Click or tap here to enter text.)

)

in accordance with section 127 of the)
Corporations Act 2001:)

)

)

)

)

)

Signature of Director/Secretary

Name: Click or tap here to enter text.

Signature of Director

Name: Click or tap here to enter text.

Executed by Click or tap here to enter
text. ACN Click or tap here to enter text.
in accordance with section 127 of the
Corporations Act 2001:
)
)
)
)
)
)

Name: Click or tap here to enter
text.
Signature of Sole Director /
Secretary

SCHEDULE 1 – AGREEMENT DETAILS

Item	Item Name	Detail
1.	Address for Riverview	Postal Address: PO Box 434, Kippax ACT 2816 Telephone: Click or tap here to enter text. E-mail: Click or tap here to enter text. Attention: Click or tap here to enter text.
2.	Consultant	Click or tap here to enter text. ACN Click or tap here to enter text. ABN Click or tap here to enter text.
3.	Address for Consultant	Postal Address: Click or tap here to enter text. Telephone: Click or tap here to enter text. E-mail: Click or tap here to enter text. Attention: Click or tap here to enter text.
4.	Project	Click or tap here to enter text.
5.	Stages (Clauses 1.1 and 2.4(a))	Are the Services to be staged? Choose an item. If Yes, refer to Schedule 5, Part A
6.	Milestones (Clauses 1.1 and 2.4(b))	Do Milestones apply? Choose an item. If Yes, refer to Schedule 5, Part B
7.	Start Date (Clauses 1.1 and 2.1)	Click or tap here to enter text.
8.	Date for Completion (Clauses 1.1 and 2.3)	Click or tap here to enter text.
9.	The Fee (Clauses 1.1 and 10.1)	

	a) Lump sum/hourly rates (Clauses 1.1 and 10.1)	The Fees comprise: Choose an item.	
	b) Lump sum (Clause 10.1)	\$Click or tap here to enter text. (excl. GST) If Item 5 indicates that the Services are to be staged, the above Lump Sum comprises the following amounts for each Stage Choose a building block.	
	c) Hourly rates (Clauses 10.1 and 13(d)(i))	Position	Rates (excl. GST)
	[Note: these rates apply in calculating: the Fees (if Item 9a) above indicates that the Fees are wholly or partly based on hourly rates) <u>and</u> any Fees adjustment for a Variation]	Click or tap here to enter text.	\$Click or tap here to enter text.
10.	Upper Limit (Clause 10.2)	Does an Upper Limit apply to the Fee and Disbursements? Choose an item. If yes, what is the Upper Limit? \$Click or tap here to enter text. If Item 5 indicates that the Services are to be staged, the above Upper Limit comprises the following amounts for each Stage Choose a building block.	
11.	Payment Details		

	<div>a) Invoice Dates</div> <div>(Clauses 1.1 and 11.1)</div>	<div>Each Invoice Date will be:</div> <div><div><div></div><div>If Item 6 sets out Milestones, the date when the Consultant has Completed the relevant portion of the Services, corresponding with the applicable Milestone.</div></div><div><div></div><div>Otherwise, the 25th day of each month or where any of those days is not a Business Day, the last preceding Business Day.</div></div></div>
	<div>b) Payment by Riverview</div> <div>(Clause 11.3)</div>	<div>The Invoice is payable by Riverview:</div> <div><div><div></div><div>if the Services are subject to the Security of Payments Law, 15 Business Days after the relevant Invoice Date; or</div></div><div><div></div><div>if the Services are not subject to the Security of Payments Law, by the date that is 30 days from the end of the month when the relevant Invoice was submitted</div></div></div>
12.	<div>Site</div> <div>(Clause 1.1)</div>	<div>The site of the Ginninderry development in the Australian Capital Territory and New South Wales.</div>
13.	<div>Riverview’s Representative</div> <div>(Clauses 1.1 and 17.2)</div>	<div>Name: Click or tap here to enter text.</div> <div>Title: Click or tap here to enter text.</div> <div>Phone: Click or tap here to enter text.</div> <div>Email: Click or tap here to enter text.</div>
14.	<div>Consultant's Representative</div> <div>(Clauses 1.1 and 17.1)</div>	<div>Name: Click or tap here to enter text.</div> <div>Title: Click or tap here to enter text.</div> <div>Phone: Click or tap here to enter text.</div> <div>Email: Click or tap here to enter text.</div>
15.		<div>Key Person</div> <div>Position</div>

	Key People (Clauses 1.1 and 17.3)	Click or tap here to enter text.	Click or tap here to enter text.
16.	Public Liability Insurance (Clause 9.1)	Cover of \$20,000,000.00 for any one occurrence. If nothing stated, \$20,000,000.	
17.	Professional indemnity insurance (Clause 9.2)	Cover of \$10,000,000.00 for any one occurrence. If nothing stated, \$10,000,000. For a period of: 7 years from the cessation of the Services.	
18.	Service of notices on Riverview (Clause 35)	Postal Address: Click or tap here to enter text. Email: Click or tap here to enter text. Attention: Click or tap here to enter text.	
19.	Service of notices on Consultant (Clause 35)	Postal Address: Click or tap here to enter text. E-mail: Click or tap here to enter text. Attention: Click or tap here to enter text.	
20.	Special Conditions (Clauses 4.3 and Schedule 3)	Do Special Conditions apply to this Agreement? Choose an item.	
21.	Agreement Documents (Clauses 1.1 and 36.7(d))	The Agreement Documents to be supplied by Riverview are as follows: Click or tap here to enter text. and as otherwise set out in the following document transmittal: Click or tap here to enter text.	

22.	IP Licence Purpose (clauses 1.1 and 15)	For any purpose relating to the Services or the Project.
23.	Confidential Text (Clause 29)	Click or tap here to enter text.
24.	Services Program (Clauses 1.1 and 4.7)	Does a Services Program apply? Choose an item. If yes, who is responsible for preparing the Services Program? Choose an item.
25.	Jurisdiction (Clause 1.1)	Choose an item.
26.	Does Clause 6 (Design) apply? (Clause 6)	Choose an item.
27.	Is the Consultant providing contract administration services? (Clause 34)	Choose an item.

SCHEDULE 2 – PROJECT BRIEF (INCLUDING SCOPE OF SERVICES)

Choose an item.

[Note:

- insert detailed description of the Services here or attach details.
- If pursuant to clause 10.1(e)(ii), the Fees comprise a combination of lump sum and hourly rates, this Schedule 2 should separately specify those Services to which hourly rates apply (as referred to in clause 10.1(d)(iii) and specified in Item 9c)).
- if Item 27 specifies that the Services include contract administration services, a description of such services should be included in this Schedule.
- if the Consultant is being engaged to prepare a 'Regulated Design', or undertake 'Professional Engineering Work' or 'Specialist Work' this scope of work should include a requirement for the Consultant to provide Design Compliance Declarations in accordance with the D&BP Act and the D&BP Regulations which state:
 - that the Regulated Designs provided as part of the Services comply with the requirements of the Building Code of Australia and any other requirements or matters prescribed by the D&BP Regulations for the purpose of section 8(a) of the D&BP Act; and
 - whether or not other standards, codes or requirements have been applied in preparing the design;
 - (if a builder is to undertake the works on a construct-only basis) design drawings to the 'issued for construction' standard; and
 - (if the Consultant is to be engaged by, or novated to, a builder) a list of persons who provided the Services and identifying the work done by each person, and any other documents relevant to the Services that are required under section 17(6) of the D&BP Act

Click or tap here to enter text.

SCHEDULE 3 – SPECIAL CONDITIONS

[Note: insert or attach Special Conditions

Choose an item.

Click or tap here to enter text.

SCHEDULE 4 – PROVISIONAL SUMS

Provisional Sums

Item	Provisional Sum (exclusive of GST)
Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.

SCHEDULE 5 – STAGES AND MILESTONES

Part A: Stages

Stage	Description

Part B: Milestones

Milestone	Description	Date/ Period of Time

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