

STANDARD GOODS AND SERVICES AGREEMENT
Commissioner for the River Murray South Australia
DEW-D0033621 / DEW25/02188



Government
of South Australia

AGREEMENT made on *Fourteenth* of *January* *2025* 2026

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

EXECUTED AS AN AGREEMENT

THE COMMON SEAL of THE GOVERNMENT)

PARTY NAMED IN ITEM 1 OF ATTACHMENT)

1 was hereunto affixed in the presence of:)

[REDACTED]

Witness signature

BIANCA BAGGIO

Witness name



EXECUTED by THE PARTY NAMED IN ITEM 2)

OF ATTACHMENT 1 in the presence of:)

[REDACTED]

Witness signature

Party signature

Luke Rickards

Emma Carmody

Witness name

Party name

OFFICIAL

Attachment 1 - Agreement Details

| | | |
|----------------|------------------------------------|---|
| Item 1 | Government Party | MINISTER FOR CLIMATE, ENVIRONMENT AND WATER, a body corporate constituted pursuant to the <i>Administrative Arrangements Act 1994</i> ABN: 36 702 093 234 Address: GPO Box 1047, ADELAIDE SA 5001 |
| Item 2 | Supplier | Restore Blue Law Level 3/116 Military Road, Neutral Bay 2089 |
| Item 3 | Commencement Date | 12 January 2026 |
| Item 4 | Expiry Date | 31 December 2026 |
| Item 5 | Extension Period | One extension period of one year. |
| Item 6 | Supplier's ABN | 31 665 444 977 Registered for GST: YES |
| Item 7 | Contract Managers | Government Party: Minister for Climate Change, Environment and Water Supplier: Dr Emma Carmody PhD |
| Item 8 | Named Persons | Dr Emma Carmody PhD |
| Item 9 | Details of Services | See Attachment 5 |
| Item 10 | Reports | See Attachment 7 |
| Item 11 | Milestone Dates | Milestone dates are to be discussed in consultation with the Supplier and determined by the Minister. |
| Item 12 | Price and Payment | Price: \$114,000 per annum (GST Inclusive) Manner of Payment: \$114,000 per annum payable in equal monthly instalments |
| Item 13 | Insurances | See Special Condition 38.4 |
| Item 14 | Liability Limit | The following Liability Limit has been approved by Cabinet (25 July 2016) 1x the aggregated value of the agreement (inc. GST) |
| Item 15 | Other Termination Rights | Not Applicable |
| Item 16 | Approved Subcontractors | Not Applicable |
| Item 17 | Additional Personnel Checks | Not Applicable |

OFFICIAL

OFFICIAL

| | | |
|---------|---|---------|
| | | |
| Item 18 | Notice Period for Termination for Convenience | 30 Days |

OFFICIAL

Attachment 2 - Standard Terms & Conditions

AGREED TERMS

1. CONTRACT LENGTH

1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.

1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

3. SUPPLY OF GOODS (IF APPLICABLE)

3.1 If Goods are being supplied under this Agreement then the Supplier must:

- (a) supply the Goods in accordance with this Agreement;
- (b) sell the Goods without encumbrance;
- (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
- (d) comply with the Government Party's reasonable directions and delivery instructions;
- (e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;
- (f) provide test evidence for the Goods if required; and
- (g) if indicated in Attachment 1, install the Goods on or before the Installation Date.

3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.

4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.

4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:

- (a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
- (b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.

4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.

4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:

- (a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
- (b) repair the Goods.

4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.

4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

5. WARRANTY PERIOD (IF APPLICABLE)

5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

- (a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or

- (b) refund the Price.

6. SUPPLY OF SERVICES (IF APPLICABLE)

If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.

6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.

6.3 The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.

6.4 The Supplier must ensure that Services are delivered:

- (a) to the Delivery Point on or before the Delivery Date;
- (b) to a standard that meets or exceeds the Service Levels;
- (c) in accordance with the warranties in clause 9.4; and
- (d) by any Milestone Dates.

6.5 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

8. SERVICE VARIATION (IF APPLICABLE)

If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:

- (a) any impacts on the timing of or completion of tasks;
- (b) the varied price and payment arrangements; and
- (c) any changes to the terms that apply to the performance of the Services.

8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.

8.3 If the Parties agree in writing to the terms of the Variation then:

- (a) the Supplier must perform the Services as varied by the Variation;
- (b) the Government Party must pay the varied price;
- (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

9. SUPPLIER'S WARRANTIES

If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:

- (a) conform with any description applied and any sample provided by the Supplier;
- (b) are new (unless otherwise specified);
- (c) are free from defects in materials, manufacture and workmanship;
- (d) conform to any applicable Australian Standards or other standards nominated in this Agreement;
- (e) conform to the Specifications and any technical Specifications provided by the Supplier;
- (f) are of merchantable quality;
- (g) are installed correctly (if the Supplier is responsible for installation);
- (h) are fit for their intended purpose; and
- (i) are manufactured and supplied without infringing any person's Intellectual Property Rights.

9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.

9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.

9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:

- (a) comply with the description of the Services in Attachment 1;
- (b) be provided with due care and skill;
- (c) be provided in a timely and efficient manner;
- (d) be provided in accordance with the best practices current in the Supplier's industry;
- (e) be supplied without infringing any person's Intellectual Property Rights;
- (f) be performed by the Supplier and/or the Supplier's Personnel; and
- (g) be supplied in the most cost-effective manner consistent with the required level of quality and performance.

10. SUPPLIER'S PERSONNEL

10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel to, the conduct of a police check or any Additional Personnel Checks.

10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, then the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.

10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.

10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.

11. PRICE AND PAYMENT

11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.

11.2 Unless otherwise expressly stated the Price is inclusive of GST.

11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.

11.4 If the Term is extended pursuant to clause 1.2, on each anniversary of the Commencement Date during the period of the Agreement the Price payable for the extended term will be calculated by adjusting the Price for the previous Financial Year by the CPI Rate.

12. GST

12.1 Subject to clause 12.2 the Supplier represents that:

- (a) the ABN shown in Attachment 1 is the Supplier's ABN; and
- (b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth),

12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.

13.2 The Supplier grants to the Government Party and the State a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.

14. INSURANCE

14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.

14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.

15. LIABILITY LIMIT

15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

16. CONFIDENTIAL INFORMATION

16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party.

16.2 The Supplier may disclose Confidential Information belonging to the Government Party:

- (a) if it has obtained the written consent of the Government Party;
- (b) if the disclosure is to a member of the Supplier's Personnel:
 - (i) only to the extent that and for so long as is necessary for the purpose of performing the Agreement; and
 - (ii) provided the member is made aware of the confidential nature of the Confidential Information;
- (c) as required by law or a court order; or
- (d) for the purposes of prosecuting or defending proceedings.

16.3 The Supplier must ensure that Confidential Information is:

- (a) protected at all times in accordance with clause 17; and
- (b) clearly identified and marked as "CONFIDENTIAL".

16.4 If the Supplier or any member of the Supplier's Personnel is or anticipates being legally compelled to disclose Confidential Information, the Supplier must:

- (a) immediately notify the Government Party;
- (b) at the Government Party's direction, assist and take such reasonable steps as the Government Party may require in respect of such disclosure (any legal proceedings taken as specifically directed by the Government Party to be at the Government Party's expense); and
- (c) take all lawful measures available to oppose or restrict that disclosure, and (to the extent practicable) make disclosure on terms which will preserve the confidentiality of the Confidential Information to the maximum extent possible.

16.5 The Government Party may disclose Confidential Information belonging to the Supplier:

- (a) if it has obtained the written consent of the Supplier;
- (b) to an employee, contractor, agent or adviser of the Government Party, on a "need to know" and confidential basis;
- (c) as required by law or a court order;
- (d) for the purposes of prosecuting or defending any legal proceedings;
- (e) to the Australian Competition and Consumer Commission (ACCC) if the Government Party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement;
- (f) to Parliament, the Governor, Cabinet, any Minister of the Crown or Parliamentary or Cabinet Committee; or
- (g) to any agency, authority, instrumentality, Minister or Officer of the State of South Australia (whether or not the Government Party is legally obliged to do so).

17. SENSITIVE DATA AND CYBER REQUIREMENTS

17.1 The Supplier must only use the Sensitive Data to the extent necessary to perform its obligations under this Agreement.

17.2 The Supplier must prohibit and prevent any of the Supplier's Personnel who do not have the police checks or Additional Personnel Checks from accessing Sensitive Data, unless approved by the Government Party in writing.

17.3 The Supplier must:

- (a) ensure that all Sensitive Data is protected at all times from unauthorised access, transfer, abandonment, misuse, interference, damage and destruction;

(b) maintain protective measures for Sensitive Data in accordance with good industry practice, including:

- (i) physical protections;
- (ii) strong password policies to authenticate any access to Sensitive Data (including password length, special characters, expiry and multi-factor authentication); and
- (iii) any other security control measures notified by the Government Party to the Supplier from time to time;

(c) regularly monitor, review and update its protective measures to respond to the evolving security risk environment; and

(d) not send or store Sensitive Data outside of Australia or allow any of the Supplier's Personnel located outside of Australia to access Sensitive Data, unless approved by the Government Party in writing.

18. DATA INCIDENT

18.1 The Supplier must in respect of any Incident:

- (a) promptly (and within 24 hours) notify the Government Party in writing and provide details about the Incident and the affected Sensitive Data, including but not limited to:
 - (i) whether any Sensitive Data has been compromised, deleted, altered, copied or manipulated in any manner; and
 - (ii) whether a weakness in the Supplier's systems or security program permitted the Incident;
- (b) promptly implement appropriate measures to contain and mitigate the impacts, remedy, and prevent a recurrence of the Incident;
- (c) promptly comply with the Government Party's directions in respect to the Incident; and
- (d) promptly provide such further information and take such further action as the Government Party may reasonably require.

19. PRIVACY

19.1 The Supplier must comply with the Information Privacy Principles as if the Supplier were an "agency" for the purposes of the Information Privacy Principles in undertaking its obligations under this Agreement including in relation to all Personal Information received, created or held by it for the purposes of this Agreement.

20. SET-OFF

Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.

21. DISPUTE RESOLUTION

21.1 Subject to clause 21.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.

21.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.

21.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.

21.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

22. ENDING THIS CONTRACT

22.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:

- (a) the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;
- (b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;
- (c) the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;
- (d) the Supplier fails to comply with a notice issued under clause 10.2;
- (e) the Supplier fails to disclose a conflict of interest, fails to avoid or resolve the conflict of interest to the Government Party's satisfaction, or fails to comply with the Government Party's directions under clause 26;
- (f) any Other Termination Right occurs; or
- (g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.

22.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attachment 1 ("Notice Period for Termination for Convenience").

22.3 If the Government Party terminates this Agreement in accordance with clause 22.2:

- (a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and
- (b) the Supplier must comply with all reasonable directions given by the Government Party.

22.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.

23. EFFECT OF ENDING THIS CONTRACT

23.1 Unless otherwise approved by the Government Party, on termination or expiry of this Agreement, the Supplier must:

- (a) immediately provide to the Government Party:
 - (i) all originals and copies of the Sensitive Data held by the Supplier in a format determined by the Government Party; and
 - (ii) any reports or manuals required to be supplied to the Government Party under this Agreement; and
- (b) conduct such further data removal measures to permanently delete and destroy all copies of the Sensitive Data held by the Supplier, as may be required by the Government Party,

provided that the Supplier may retain such Sensitive Data as is necessary for the Supplier to comply with the requirements of any law or professional rules that apply to the Supplier.

23.2 The Supplier must provide evidence satisfactory to the Government Party that it has complied with clause 23.1.

23.3 Any termination of this Agreement by either Party does not affect any accrued right of either Party.

23.4 Despite termination or completion of this Agreement, this clause 23 and clauses 9, 13, 14, 15, 16, 17, 18, 19, 24 and those Special Conditions that by their nature remain in force, shall survive.

24. AUDIT

24.1 The Government Party may (itself or through a third party) audit the Supplier's compliance with any or all of its obligations under this Agreement.

24.2 The Supplier must cooperate with the auditor's reasonable requirements and allow sufficient access to the Supplier's records, information systems and Supplier's Personnel.

24.3 In conducting any audit under this clause, the Government Party (and its auditor) must use reasonable endeavours to minimise any inconvenience to the Supplier.

25. SUBCONTRACTING

25.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.

25.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.

26. CONFLICT OF INTEREST

26.1 The Supplier warrants that, at the date of signing this Agreement, no conflict of interest exists or is reasonably foreseeable in relation to its performance of this Agreement that it has not already disclosed to the Government Party.

26.2 If an actual or potential conflict of interest arises or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement:

- (a) the Supplier must immediately disclose the actual or potential conflict in writing to the Government Party;
- (b) the Supplier must do all things necessary to avoid or resolve the actual or potential conflict of interest to the Government Party's satisfaction; and
- (c) the Government Party may issue directions to the Supplier in respect of the actual or potential conflict of interest and the Supplier must comply with such directions.

27. COMPLIANCE WITH LAWS

The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.

28. GOVERNING LAW AND JURISDICTION

28.1 This Agreement is governed by the laws in the State of South Australia.

28.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.

29. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.

30. NO ASSIGNMENT

30.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.

30.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

31. MODIFICATION

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

32. SEVERANCE

32.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.

32.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

33. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.

34. WORK HEALTH & SAFETY

34.1 The Supplier must comply with the *Work Health and Safety Act 2012 (SA)* at all times, regardless of whether the Government Party issues direction in that regard or not.

34.2 If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.

35. ACTING ETHICALLY

The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009 (SA)*) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

36. INTERPRETATION

36.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.

36.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:

- (a) Special Conditions (Attachment 4);
- (b) Standard Terms and Conditions (Attachment 2); and
- (c) the other Attachments.

36.3 In this Agreement (unless the context requires otherwise):

- (a) a reference to any legislation includes:
 - (i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
 - (ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
- (b) a word in the singular includes the plural and a word in the plural includes the singular;
- (c) a reference to two or more persons is a reference to those persons jointly and severally;
- (d) a reference to dollars is to Australian dollars;
- (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

37. SPECIAL CONDITIONS

The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.

Attachment 3 - Glossary of Defined Terms

NOTE: Not all terms may be required for a particular procurement

In this Agreement:

- (a) **Acceptance Date** means the date that the Goods are accepted by the Government Party;
- (b) **Additional Personnel Checks** means the checks and clearances specified in Attachment 1;
- (c) **Approved Subcontractors** means those subcontractors specified in Attachment 1;
- (d) **Business Day** means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (e) **Cartel Conduct** means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (f) **Code of Ethics for the South Australian Public Sector** is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (g) **Confidential Information** means information which is identified either as confidential information (if disclosed by the Government Party or received by the Supplier in performing its obligations under this Agreement) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (h) **Consultancy Services** means services provided by Consultants;
- (i) **Consultant** has the same meaning as in DPC027 *Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (j) **Delivery Date** means the date and time specified in Attachment 1 for delivery of the Goods or the supply of the Services;
- (k) **Delivery Point** means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (l) **Extension Period** means the period by which the Agreement is extended as specified in Attachment 1;
- (m) **Goods** means the goods specified in Attachment 1;
- (n) **GST** means the tax imposed by the GST Law;
- (o) **GST Law** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (p) **Incident** means any actual or suspected:
 - (i) unauthorised access, misuse, interference, transfer, abandonment, damage or destruction of Sensitive Data;
 - (ii) contravention of the Supplier's obligations under clauses 16, 17, or any additional Sensitive Data or confidentiality obligations of the Supplier set out in the Special Conditions; and
 - (iii) other security breach or data breach that may affect the Supplier's ability to perform its obligations under this Agreement.
- (q) **Installation Date** means the date specified in Attachment 1 for the installation of the Goods;
- (r) **Intellectual Property Rights** means all intellectual property rights, including but not limited to:
 - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
 - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;
- (s) **Information Privacy Principles** means the South Australian Government Information Privacy Principles (a copy of which can be found at <https://www.dpc.sa.gov.au/resources-and-publications/premier-and-cabinet-circulars>) as may be updated from time to time;
- (t) **Machinery of Government Change** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (u) **Measurement Period** means the period over which the performance of a Service Level is measured;
- (v) **Milestone Dates** means dates by which Services must be delivered as specified in Attachment 1;
- (w) **Named Persons** means the persons specified in Attachment 1;
- (x) **Notice Period for Termination for Convenience** means the time period specified in Attachment 1;
- (y) **Other Termination Right** means the termination rights specified in Attachment 1;
- (z) **Party** means a party to this Agreement;
- (aa) **Personal Information** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (bb) **Purchase Order** means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (cc) **Price** means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (dd) **Sensitive Data** means either or both of:
 - (i) the Government Party's Confidential Information; and
 - (ii) Personal Information received, created or held by the Supplier for the purposes of this Agreement;
- (ee) **Service Levels** means the service levels (if any) specified in the Specifications;
- (ff) **Services** means the services specified in Attachment 1;

- (gg) "**Special Conditions**" means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (hh) "**Specifications**" means the detailed description of the Goods/Services in Attachment 5;
- (ii) "**State**" means the Crown in right of the State of South Australia, including its agencies and instrumentalities;
- (jj) "**Supplier Personnel**" means any Approved Subcontractors, employees, and any other person employed or engaged by the Supplier to perform (directly or indirectly) this Agreement and includes the Named Persons;
- (kk) "**Term**" means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension; and
- (ll) "**Warranty Period**" means the period specified in Attachment 1.

Attachment 4 - Special Conditions

38. CONSULTANCY

- 38.1 All references to "the Supplier" are replaced by "Consultant" and all references to "Price" are replaced by "Fees" in the Agreement.
- 38.2 The Services must be performed personally by the Named Persons.
- 38.3 The Government Party may give reasonable instructions to the Consultant about the performance of the Services and the Consultant must comply with those instructions, including provision of additional reports, attendance at meetings and the making of presentations.
- 38.4 The Consultant must effect and maintain professional indemnity insurance during the Agreement at the minimum level of cover required in the ordinary course of the Consultant's business and such cover must continue for three years after the expiry of the Agreement.
- 38.5 The following paragraphs replace the second subclause of the Intellectual Property Rights clause in the Agreement:
 - (a) Subject to the first subclause of the Intellectual Property Rights clause in the Agreement, title and all Intellectual Property Rights in the reports and other materials vests in the Government Party on creation.
 - (b) The Consultant must do anything necessary to vest all Intellectual Property Rights in the reports and other materials in the Government Party.
 - (c) The Consultant grants to the Government Party a perpetual, irrevocable, royalty free, fee free licence to use those of the Consultant's Intellectual Property Rights as necessary for the purpose of using the reports and other materials.
 - (d) The Government Party grants to the Supplier the right to access and use the reports and other materials solely for the purpose of providing the Consultancy Services to the Government Party.
 - (e) Each party grants the other only the licences and rights specified. No other licenses or rights (including licences or rights under patents) are granted.

39. CONTRACT DISCLOSURE

- 39.1 The Government Party may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.
- 39.2 Nothing in this clause derogates from:
 - (a) the Supplier's obligations under any provisions of this Agreement; or
 - (b) the provisions of the *Freedom of Information Act 1991* (SA).

40. RESPECTFUL BEHAVIOURS

- 40.1 The Supplier acknowledges the Government Party's zero tolerance towards men's violence against women in the workplace and the broader community.
- 40.2 The Supplier agrees that, in performing the Services, the Supplier's Personnel will at all times:
 - (a) act in a manner that is non-threatening, courteous and respectful; and
 - (b) comply with any instructions, policies, procedures or guidelines issued by the Government Party regarding acceptable workplace behaviour.
- 40.3 If the Government Party believes that the Supplier's Personnel are failing to comply with the behavioural standards specified in this clause, then the Government Party may in its absolute discretion:
 - (a) prohibit access by the relevant Supplier's Personnel to the Government Party's premises; and
 - (b) direct the Supplier to withdraw the relevant Supplier's Personnel from providing the Services.

Attachment 5 - Specifications

1. Background

- a. The health of the River Murray underpins the health of South Australia. The River Murray provides a domestic water supply for over 90 per cent of South Australians, supports environmental assets of national and international importance and sustains the cultural values of the River's Traditional Owners.
- b. From an economic perspective, the South Australian River Murray supports major industrial processing across the State, provides the base for a regional tourism industry worth over \$100 million per annum and underpins irrigation industries worth close to \$1 billion per annum.
- c. As part of reasserting the priority of the River Murray in South Australia, the South Australian Government has committed to appoint a Commissioner for the River Murray in South Australia to support the Minister for Climate, Environment and Water and the Department for Environment and Water in taking leadership on this matter.
- d. The establishment of the Commissioner for the River Murray in South Australia is a core component of the '*Fighting for the Murray*' Election Commitment made by the South Australian Government.

2. Functions of the Consultant

- a. The Consultant will be known as the "**Commissioner for the River Murray in South Australia**".
- b. The Consultant must:
 - i. Stand up for the health of the River Murray, including the Lower Lakes, Murray Mouth and the Coorong. This may include engaging with the media, key stakeholders, First Nations, jurisdictional ministers and the Murray-Darling Basin Authority;
 - ii. Advocate for full delivery of the current Murray-Darling Basin Plan, including the final 450 gigalitres of water recovery required under the Plan; and, as part of Basin Plan and other review processes, advocate for outcomes that reflect an Environmentally Sustainable Level of Take in line with current statutory requirements;
 - iii. Assist the South Australian Government to further improve the transparency of information provided about the management of the River Murray and the communication of River Murray related outcomes, directions and issues;
 - iv. Prepare an Annual Report in accordance with Attachment 7; and
 - v. Any other functions as agreed between the Government Party and the Consultant.

3. Outcomes/Deliverables

- a. In providing the Services the Consultant must:
 - i. Improve advocacy for the health of the Murray-Darling Basin and a broader appreciation of why the Basin Plan needs to be delivered;
 - ii. Provide considered feedback on the scientific and legal aspects of the implementation of the Basin Plan, including 2026 Basin Plan Review and any other Murray-Darling Basin related reviews as requested by the Government Party; and
 - iii. Prepare reports set out at Attachment 7.
- b. After the Commencement Date, at a time to be determined by the Government Party, the Consultant will meet with the Departmental Representative to develop an initial work plan, which will be subject to the approval of the Government Party.
- c. The Consultant will meet quarterly with the Government Party and at other times required by the Government Party.

4. Support

- a. The Government Party will make available an appropriately qualified officer from the Department for Environment and Water to support the activities of the Consultant and will also provide administrative support to the role and reimburse the Consultant for reasonable expenses, including for all related travel and accommodation. Access to subject matter expertise and additional capacity will be negotiated as required with the Departmental Representative.

Attachment 6 – Pricing and Payment

Not Used.

Attachment 7 – Reports

The Consultant will prepare an Annual Report following the completion of each water year (30 June) that is to be provided to the Government Party by 30 September each year (or such other date as agreed by the Government Party) and tabled in Parliament in the first sitting week after 31 October of that calendar year that describes the health of the River Murray in South Australia, achievements from the reporting period, key priorities for the coming reporting period and key activities undertaken by the Consultant. The Department for Environment and Water will support the Consultant in the preparation of this report.

The Government Party will consider the Annual Report provided and undertake an annual performance review discussion with the Commissioner by 31 December each year.

