



# CONTRACT FOR SERVICES

## PARTIES

**AUSTRALIAN LIBRARY AND INFORMATION ASSOCIATION LTD** ABN 40 090 953 236 of 9-11 Napier Close DEAKIN ACT 2600 (**ALIA**)

and

**NAME OF COUNCIL ABN xxxx** (Contractor)

## RECITALS

- A. ALIA requires the Services on behalf of the Department of Home Affairs.
- B. The Contractor has represented it has the skills, training, qualifications and experience necessary to perform the Services.
- C. The Contractor agrees to provide the Services to ALIA in accordance with the terms and conditions of this Contract.

## OPERATIVE PROVISIONS

### 1. Details and Interpretation

Item	Defined term	
1	<b>Commencement Date</b>	
2	<b>Completion Date</b>	31 May 2027
3	<b>Services</b>	<p>1. Delivery of the following ALIA approved social cohesion programs:</p> <ul style="list-style-type: none"> <li>• [insert number] workshops</li> <li>• [insert number] all day events</li> </ul> <p>before 16 April 2027 which support social cohesion and fall into one or more of the following categories:</p> <ul style="list-style-type: none"> <li>a. Community-led events and projects that bring different cultural, faith or social groups together</li> <li>b. Youth engagement and leadership initiatives focused on belonging, civic participation and civic identity</li> <li>c. Local dialogue or deliberative forums to address community tensions or misinformation</li> <li>d. Training for community leaders and frontline workers from different sectors in conflict resolution, mediation and inclusive engagement</li> <li>e. Place-based projects that strengthen connections between new and established communities and/or community organisations</li> <li>f. Initiatives that build trust between communities and local institutions (e.g. councils, schools, services)</li> <li>g. Programs supporting civic participation and volunteering across diverse</li> </ul>

		<p>groups</p> <p>h. Support for local storytelling, arts and cultural activities that reinforce shared identity and belonging</p> <p>2. Promotion of social cohesion programs to the community</p> <p>3. Reporting to ALIA on social cohesion programs</p> <p>4. Attending training session and community of practice sessions run by ALIA.</p>			
4	<b>Fees</b>				
5	<b>Milestones</b>	<b>Activity or output</b>	<b>Due date</b>	<b>Fee (excl GST)</b>	<b>Fee (incl GST)</b>
		On signing			40% of Total Fee
		All proposed programs submitted to ALIA via template	Before delivery of programs and no later than 30 November		
		All proposed programs are approved by ALIA			30% of Total Fee
		Evaluation reports for all approved programs submitted to ALIA via template	Within one month of program delivery or 30 April 2027 whichever is earlier.		
		All evaluation reports are approved by ALIA			30% of Total Fee
			<b>Max total fees</b>		
6	<b>Insurance</b>				
7	<b>Details for Notices</b>	ALIA Contact Name	Jessica Grey		
		ALIA Email	socialcohesion@alia.org.au		
		Contractor Contact Name			
		Contractor Email			



## 1. Details and Interpretation cont.

If there is any inconsistency between the provisions of this Contract, the provision in these terms and conditions will prevail over any Schedules to the extent of the inconsistency.

In this Contract unless the context otherwise requires:

**Confidential Information** means:

- a) information which a Party indicates is confidential; or
- b) which otherwise might be reasonably regarded to be confidential by either Party

but does not include information that:

- c) is in the public domain, or comes into the public domain, other than as a result of a breach of this Contract; or
- d) is rightfully known by the receiving Party and is not subject to an obligation of confidentiality before the date of receipt; or
- e) has been independently developed or acquired by the receiving Party.

**Contract IP** means the intellectual property in the Contract Material.

**Contract Material** means all work product of whatever nature arising in relation to the delivery of the Milestones and includes all reports and data stored by any means including all copies and extracts.

**Term** means the period from the Commencement Date until the Completion Date.

## 2. Responsibilities of the Contractor

The Contractor is responsible for:

- a) providing the Services in accordance with the terms and conditions of this Contract.
- b) performing the Services to the reasonable satisfaction of ALIA;
- c) carrying out the Services with the professional skill, care, competence and diligence that would be expected of a person experienced in the provision of the relevant or similar type of services;
- d) providing the Services without breaching any

obligation to any other person or infringing the intellectual property rights of any other person;

- e) rectifying any defects or omissions in carrying out the Services at its own cost and to the reasonable satisfaction of ALIA;
- f) complying with ALIA's Code of Conduct and ALIA's Privacy Policy when performing the Services;
- g) complying with all applicable laws and regulations in performing the Services.

## 3. No Subcontracting or Assignment

- a) The Contractor must not, without the prior written approval of ALIA, sub-contract the performance of any part of the Services.
- b) If the Contractor nominates a service provider to deliver a program or part of a program and ALIA approves that program for delivery, this will be evidence of prior written approval from ALIA.
- c) The Contractor must not assign this Contract or any part of it, or any rights or obligations which arise under it, without the prior written consent of ALIA.

## 4. Insurance

- a) The Contractor must take out and maintain valid and enforceable policies of the Insurance.
- b) The Contractor must on request by ALIA provide certificates of currency from the Contractor's insurers or other information certifying that it has the Insurance.

## 5. Fees

- a) Unless stated otherwise, the Fees are exclusive of GST.
- b) Subject to (a) the Fees include all other taxes, duties and government charges imposed or levied in Australia or overseas and are fixed for the term of this Contract.
- c) Subject to this Contract, ALIA will pay the Contractor the Fees.
- d) ALIA's obligation to pay the Contractor the Fees is subject to the performance of the Services (and where applicable, acceptance of the Milestones) to ALIA's reasonable satisfaction.

## 6. Invoices

- a) The Contractor must submit an Invoice to ALIA detailing the Fees for the Services.
- b) An Invoice must be a valid tax invoice in accordance with the GST Act and include the following information:
  - (i) the relevant details of this Contract and the name of the ALIA project;
  - (ii) the correct Invoice amount;
  - (iii) details of the Fees, the Services that are the subject of the Invoice (including the relevant Milestones), and the period of time during which the Services were performed; and
  - (iv) payment method details.

## 7. GST

- a) In this clause 8 a word or expression defined in the GST Act has the meaning given to it in the GST Act.
- b) ALIA is not liable to pay the Contractor to cover any GST liability of the Contractor on any Supply made under this Contract unless:
  - (i) the Contractor is registered for GST purposes;
  - (ii) the Contractor has rendered an Invoice in relation to such GST component and has provided any additional documentation required by ALIA to claim any input tax credits claimable in relation to the Supply; and
  - (iii) such GST component is either specified in addition to the Fees or is expressly included in the Fees.

## 8. Confidentiality

Except to the extent that disclosure is required by law or is a disclosure to a legal or accounting adviser for the purposes of obtaining advice, each Party agrees not to disclose any Confidential Information provided by the other Party to any other person or entity without prior written permission from the other Party.

## 9. Contract IP

- a) Ownership of the Contract IP vests in ALIA upon creation.
- b) ALIA grants to the Contractor a revocable, royalty free, non-exclusive licence to use the Contract IP solely for the purpose of performing the Services.

- c) To the extent that the Contract Material contains any Third Party IP, the Contractor must obtain for ALIA either an assignment or licence in favour of ALIA of Intellectual Property in that Third Party IP.

## 10. Term and Termination

This Contract remains in force for the Term, unless ALIA ends it earlier:

- a) at any time by giving the Contractor 30 days written notice;
- b) immediately by giving notice to the Contractor if:
  - (i) the Contractor commits a breach of any provision of this Contract which is capable of remedy and fails to remedy the breach within 14 days after receiving notice requiring it to do so; or
  - (ii) the Contractor commits a breach of any other provision of this Contract which is not capable of remedy.

## 11. Consequences of Termination

- a) If this Contract is terminated under clause 10(a), ALIA is only liable for:
  - (i) payments under clause 7 rendered in accordance with this Contract before the effective date of termination; and
  - (ii) reasonable costs actually incurred by the Consultant and directly attributable to the termination provided that:
    - A. the Consultant substantiates these costs to the satisfaction of ALIA; and
    - B. any amounts claimed under this clause 11(a) must not exceed the total Fees payable under this Contract.
- b) After termination or expiration of this Contract the Contractor must:
  - (i) promptly deliver all Contract Material to ALIA that has been created but not previously delivered to ALIA; and
  - (ii) stop providing the Services.

## 12. Independent contractor

- a) Notwithstanding any implication of law to the contrary, the Contractor is an independent contractor and is not an employee or partner of ALIA.
- b) The Contractor must not take any steps which

may lead the relationship between ALIA and the Contractor to be construed as one of employer and employee or as a partnership.

- c) The Contractor is responsible for all superannuation and any other rates, levies, taxes, contributions or other payments required by law to be paid in respect of the Contractor or any Personnel of the Contractor, including without limitation, payroll or other taxes and workers' compensation, long service leave entitlements, payments of wages to any employees of the Contractor.

**13. No authority**

- a) The Contractor does not have any authority nor will it purport to have authority to bind ALIA to any agreement or to otherwise hold itself out or deal in any way as an agent of ALIA.
- b) The Contractor must not, and must ensure its Personnel do not, incur any liability on ALIA's

behalf, or make any contract binding on ALIA without its prior written approval.

**14. Notices**

All notices or communications given pursuant to this Contract must be in writing, signed by the Party giving the notice; and sent via email to the other Party at the address set out in clause 1 or such other address as may be advised by the other Party in writing from time to time.

**15. Governing law**

This Contract is governed by and construed in accordance with the laws of the Australian Capital Territory. The Parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

**EXECUTION**

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Signed for and on behalf of the **Australian Library and Information Association Ltd** by a duly authorised representative

Signed for and on behalf of **xx Council** by a duly authorised representative

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Signature

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Signature

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Name

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