



COMMONWEALTH OF AUSTRALIA
FAMILY COURT OF AUSTRALIA
SHORT FORM CONTRACT FOR SERVICES

On this 15 day of August 2006,

this agreement is made between

Commonwealth of Australia

(hereinafter referred to as 'the Commonwealth')

and

Family Transitions Pty Ltd

ABN 87 077 827 019

(hereinafter referred to as 'the Contractor')

whose registered office is at

28 Princes Street
Carlton, Victoria 3054

RECITALS

- A. The Commonwealth has a requirement for the supply of certain Agreed Services being a follow up study of the durability of outcome, post the Child Responsive Model (CRM)/ Children's Cases Project (CCP) processes in Melbourne.
- B. The Commonwealth has agreed to accept the Contractor's offer to provide the Agreed Services upon the terms and conditions contained in this Contract.

IT IS AGREED AS FOLLOWS

Commonwealth Contact Officer: Dianne Gibson	Phone:	[REDACTED]
Contractor's Contact Officer: Dr Jennifer McIntosh	Phone:	([REDACTED])

LB

CONTRACT GENERAL CONDITIONS

1. Interpretation

1.1 In these Conditions:

"Agreed Services" means the services to be performed under the contract.

"Commonwealth" means the Commonwealth of Australia.

"Commonwealth material" means any material provided by the Commonwealth to the Contractor for the purposes of the Contract, or which is copied or derived from materials so provided.

"Confidential Information" means information that:

- a. is by its nature confidential,
- b. is marked confidential, or
- c. the receiving party knows or ought to know is confidential.

It does not include information which:

- a. is or becomes public knowledge other than by breach of this Contract;
- b. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or
- c. has been independently developed or acquired by the receiving party.

"Contract" means this document under which the Agreed Services are to be provided to the Commonwealth including these general conditions, the attachments and any document expressly incorporated as part of the Contract.

"Contract Material" means all material brought or required to be brought into existence as part of, or for the purposes of performing the Agreed Services including, but not limited to, documents, equipment, information and data stored by any means.

"Contractor" means the party who, either as a Consultant or as a Professional Service Provider, contracts to provide the Agreed Services. It includes agents of the Contractor, sub-contractors and personnel employed by the Contractor.

"Court" means the Family Court of Australia.

- 1.2 A word importing a gender includes every other gender. The singular includes the plural and vice versa. A reference to a clause includes a reference to a subclause of that clause. A reference to a "dollar" or "\$" means the monetary unit, or currency, of Australia.

2. Contracted Requirement

- 2.1 The Contractor shall, at the price set out in this Contract, provide the Agreed Services described in Attachment A whilst meeting all requirements and other obligations under the Contract.

3. Variation of Agreement

- 3.1 Any variation to the Contract is not binding unless it is in writing and signed by the parties.

4. Intellectual Property

- 4.1 The title to and ownership of intellectual property (including copyright) in all Contract Material shall vest upon its creation in the Contractor.
- 4.2 The Contractor hereby grants, or shall have granted, to the Commonwealth a permanent, irrevocable, royalty-free, non-exclusive licence, in perpetuity, to use, modify and reproduce all Contract Material for the Court's purposes, provided such purposes are non-commercial in nature, and in all cases with appropriate acknowledgement and attribution to the author.

5. Commonwealth Material

- 5.1 On the expiration or earlier termination of the Contract, the Contractor shall deliver to the Court all Commonwealth Material.
- 5.2 The Contractor shall ensure that the Commonwealth Material is used, copied, supplied or reproduced only for the purposes of the Contract.

6. Confidentiality of Information

- 6.1 The Contractor, its employees or agents shall not disclose any Confidential Information gained in the performance of the Agreed Services, to persons not legally entitled to such information, without the prior written consent of the Court.

7. Warranties

- 7.1 The Contractor:
- a. warrants that it has the necessary expertise, experience, capacity and facilities required to perform its obligations and responsibilities in accordance with the Contract at the highest standard of industry practice; and
 - b. warrants that the Agreed Services shall be in accordance with the requirements of the Contract.
- 7.2 The Contractor shall meet all of the costs of and incidental to the discharge of its warranty.
- 7.3 The Contractor acknowledges that the Commonwealth has entered into the Contract in reliance on the Contractor warranties in clause 7 and the Contractor's skill and judgment in rendering the Agreed Services.

8. Conflict of Interest

- 8.1 The Contractor warrants that, at the date of entering into the Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract. If, during the term of the Contract, a conflict or risk of conflict of interest arises, the Contractor undertakes to notify the Court immediately in writing of that conflict or risk.

9. Compliance with Commonwealth Directions and Policies

- 9.1 The Contractor shall comply with all reasonable directions and Court policies.
- 9.2 The Contractor shall comply with its obligations in law, particularly under the *Equal Opportunity for Women in the Workplace Act 1999*, and shall use its best endeavours to provide employment opportunities to Aboriginal and Torres Strait Islander people.

10. Commonwealth Access

- 10.1 During the performance of the Contract, the Contractor shall permit the Project Authority or any person authorised by the Project Authority access to its premises, and access to any of its records or accounts in connection with performance of work under the Contract. The Commonwealth may copy any records or accounts for the purposes of the Contract.
- 10.2 The Contractor shall ensure that the provisions of any Subcontracts provide the Project Authority with similar access to Subcontractor's premises, and to records and accounts in connection with the provision of the Requirements by the Subcontractor.

11. Negation of Employment, Partnership and Agency

- 11.1 The Contractor shall not represent itself, and shall ensure that its employees do not represent themselves, as being employees, partners or agents of the Commonwealth.
- 11.2 The Contractor shall not by virtue of this Contract be or for any purpose deemed to be an employee, partner or agent of the Commonwealth.

12. Termination for Convenience

- 12.1 The Commonwealth may, at any time by written notice, terminate this Contract in whole or in part. If this Contract is so terminated, the Commonwealth shall be liable only for:
- a. payments under the payment provisions of the Contract for Agreed Services rendered before the effective date of termination; and
 - b. subject to clauses 11.2. and 11.3, any reasonable costs incurred by the Contractor and directly attributable to the termination of this Contract.
 - c. Payment for such part or parts of services provided at the time of termination in accordance with the Agreed Services described in Attachment A, and not already paid.
- 12.2 Upon receipt of a notice of termination the Contractor shall:
- a. stop work as specified in the notice;
 - b. take all available steps to minimise loss resulting from that termination and to protect Commonwealth Material and the Contract Material; and

- c. continue work on any part of the Agreed Services not affected by the notice.

- 12.3 In the event of a partial termination the Commonwealth's liability to pay the Contract price, in the absence of any agreement to the contrary, shall abate proportionately to the reduction in the Agreed Services.
- 12.4 The Commonwealth shall not be liable to pay compensation in any amount which would, in addition to any amounts paid or due, or becoming due, be greater than the Contract price payable to the Contractor under this Contract.

13. Termination for Default

- 13.1 If the Contractor fails within 14 days after receipt of written notice, to remedy any default in the performance of the following obligations, namely:

- a. to commence or to proceed at the rate of progress strictly in accordance with the Contract; or
- b. to perform or observe the terms and conditions of the Contract,

the Commonwealth may, by written notice, terminate the Contract and recover from the Contractor any loss or damage suffered by the Commonwealth.

14. Applicable Law

- 14.1 The Contract shall be governed and construed in accordance with the law for the time being in force in the Australian Capital Territory.
- 14.2 The Contractor shall ensure that the work done under the Contract complies with the laws from time to time in force in the State or Territory in which work associated with the performance of the Contract, or any part thereof, is to be carried out.

15. Indemnity

- 15.1 Subject to the provisions of this Contract, the Contractor shall at all times indemnify the Commonwealth, its officers, employees and agents (in this clause referred to as 'those indemnified') from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, wrongful, unlawful or negligent act or omission of the Contractor, its officers, employees, agents or subcontractors in connection with this Contract.
- 15.2 The Contractor's liability to indemnify the Commonwealth under clause 14 shall be reduced proportionally to the extent that any negligent act or omission of the Commonwealth or its officers, employees or agents contributed to the loss or liability.
- 15.3 The Contractor shall indemnify the Commonwealth against liability of the Commonwealth for death of, or injury to, any person employed by the Contractor on work undertaken pursuant to the Contract, except to the extent

that death or injury results from any negligent act or omission on the part of the Commonwealth or any person acting through the Commonwealth.

15.4 The indemnities referred to in this clause 14 shall survive the expiration or termination of this Contract.

16. Insurance

16.1 When required by the Commonwealth and as specified in Attachment A, the Contractor shall effect and maintain insurance, including but not limited to workers compensation and public liability.

17. Waiver

17.1 Failure by either party to enforce a provision of the Contract shall not be construed as in any way affecting the enforceability of that provision, or the Contract as a whole.

Attachments

- A. The Contractor's Obligations
- B. The Commonwealth's Obligations
- C. Original proposal submitted and approved by the Customer

27

IN WITNESS the parties have executed the Contract the day first written.

SIGNED for and on behalf of:

THE COMMONWEALTH OF AUSTRALIA:


(signature)

B HUNTER
(print name)

16/8/06
(date)

In the presence of:

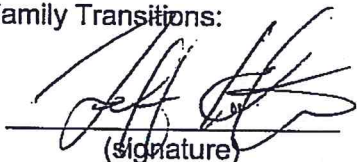

(signature)

B. MENZIES
(print name)

16/8/06
(date)

SIGNED for and on behalf of

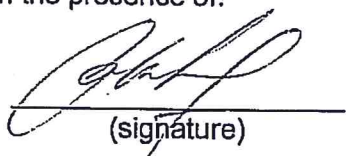
Family Transitions:


(signature)

JEFF KATZ
(print name)

7/8/06
(date)

In the presence of:


(signature)

CAROLINE LONG
(print name)

7/8/06
(date)



THE CONTRACTOR'S OBLIGATIONS

A. STATEMENT OF WORK

The Agreed Services to be provided is a follow up study of the durability of outcome post the Child Responsive Model (CRM)/ CCP Children's Cases Project (CCP) processes.

The study will include the reapproach to parents for follow- up data, to explore the durability of outcomes post CRM/ CCP. This data on the Melbourne sample is likely to help more accurately establish the added impact of the CRM process. The study will also allow for greater comparison within the sample between cases to the CCP pre and post 1 July 2006.

The contractor is to provide the Family Court of Australia with a detailed report at conclusion of the study.

B. TIMEFRAME

1. This Contract shall come into effect on 14 July 2006 and shall continue in effect until 30 June 2007 unless otherwise varied in accordance with the terms and conditions of the Contract.

C. INVOICE PROCEDURES

1. The Contractor to obtain payment under the Contract, shall issue to the Commonwealth a valid tax invoice in accordance with the *A New Tax System (Goods and Services Tax) Act 1999*. The tax invoice shall be correctly addressed and must include the following information:
 - a. title of Agreed Services;
 - b. name of the Court Contact Officer or position;
 - c. contract number or purchase order number (if any);
 - d. the Australian Business Number of the Commonwealth (as represented by the Family Court of Australia): ABN 63 684 208 971; and
 - e. the amount of GST payable shown as a separate item.
2. Subject to acceptance of the Agreed Services by the Commonwealth, the due date for payment shall be 30 days from delivery of the Agreed Services and a correctly rendered invoice to the Commonwealth.

D. SPECIFIED PERSONNEL

1. The Contractor shall ensure that the following work namely 'The Children's Cases Project: Impacts on parenting capacity and child well being- a sub-study of outcomes' is undertaken by:

- Dr. Jennifer McIntosh will direct and provide project management;
- Caroline Long will be research manager; and
- ~~Dr Lisa Milne will provide research assistance.~~



- Additional research assistants will be recruited by the Contactor as required.

Additional consultation will be provided as required at the discretion of the Contractor by:

- Senior Researcher Bruce Smyth;
- Associate Professor Lawrie Moloney;
- Professor Robert Emery; and
- Professor Janet Johnston.

E. INSURANCE

1. The Contractor shall maintain:
 - a. public liability insurance for an amount of not less than five million dollars (\$5,000,000);
 - b. professional indemnity insurance; and
 - c. worker's compensation.

25

COMMONWEALTH OBLIGATIONS

A. CONTACT OFFICER

1. The person holding, occupying or performing the duties of Executive Adviser shall be the Contact Officer with responsibility for supervision of the Contract on behalf of the Commonwealth and authority to issue and receive any written notification under the Contract.

B. CONTRACT PRICE

1. The fee payable by the Commonwealth for the Agreed Services is \$53,130.00 (inclusive of GST) as specified below. Payment will be made by the Commonwealth in accordance with Attachment A

Service	Cost
Three month follow up of CRM with 50 cases (in addition to the current study already in place). Includes surveys, assuming personal interview with half of the sample, and mailed survey with other half: 3-4 months post court. Includes design and data collection.	\$18,000.00
Analyses 3 months data	\$9,000.00
Report	\$8,000.00
Project Management	\$7,000.00
On-costs	\$6,300.00
Total	\$48,300.00
GST	\$4,830.00
Total (inc tax)	\$53,130.00

2. Any payments made to the Contractor by the Commonwealth pursuant to this Contract that represent payment for any part of the Contractors obligations under the contract which may not yet at the time of such payment have been completed, shall until such time as those obligations or part thereof are completed, be refundable to the Commonwealth at the Commonwealth's request.

C. ALLOWANCES

1. Contractor travel shall be reimbursed on submission of original receipts, up to the amounts applicable to Non-Senior Executive Service Public Servants. Bookings for travel and car hire can be made through the Project Officer unless prior approval is obtained from the Contact Officer. Bookings for accommodation can also be made through the Contact Officer if required.
2. The rate of Travelling Allowance used with this Contract is confidential information supplied to the Court by the Department of Employment, Workplace Relations and Small Business. Consultants/Professional Service

Providers are not to make public or disclose this information to other agencies, organisations or individuals, regardless of whether it is or becomes public knowledge, without prior written approval of the Court.

D. COMMONWEALTH ASSISTANCE

The Commonwealth will provide an administrative assistant to assist with:

- the initial mail out;
- following up parents who fail to respond;
- forwarding completed consent forms and contact details to our research office; and
- other administrative duties as directed.

E. PLACE AND HOURS OF WORK

Intentionally left blank