National Collaboration Framework

Project Agreement

[insert name of party]
[insert name of party]
Details

Date

[insert the date the last party signed this agreement]

Parties

Name

[insert name of party]

Name

[insert name of party]

Background

A Some or all of the Project Parties signed a Collaborative Head Agreement on or about [insert date] to [insert brief description of the Collaborative Head Agreement objective].

B In accordance with the Collaborative Head Agreement, the Project Parties have agreed to contribute to and conduct the Project on the terms of this Project Agreement.
1. Defined terms and interpretation

1.1 Defined terms

In this Project Agreement, except where the contrary intention is expressed, the following definitions are used:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceding Party</td>
<td>an Agency who executes an Acknowledgement of Accession to be admitted as a new Project Party to this Project Agreement.</td>
</tr>
<tr>
<td>Acknowledgement of Accession</td>
<td>an acknowledgement in the form at Schedule 8 or other document agreed by the Project Parties that enables a person to become a party to this Project Agreement.</td>
</tr>
</tbody>
</table>
| Agency                            | (a) a body corporate or an unincorporated body established or constituted for a public purpose by Commonwealth, State or Territory legislation, or an instrument made under that legislation (including a local authority);  
(b) a body established by the Governor-General, a Governor, an Executive Council or by a Minister including departments; or  
(c) an incorporated company over which the Australian Government, State or Territory Government exercises control.                                      |
| Australian Government             | the government of the Commonwealth of Australia.                                                                                                                                                         |
| Change Order                      | a formal agreement to change any aspect of the Project, including scope, substantively in the form of Schedule 10.                                                                                          |
| Collaborative Head Agreement      | the agreement of that name executed by some or all of the Project Parties on or about the date specified in the Background to this Project Agreement under which the parties agreed to collaborate on the terms and conditions of the agreement. |
| Confidential Information          | information that is by its nature confidential; and  
(a) is designated by a Project Party as confidential and is described in Schedule 9; or  
(b) a Project Party knows or ought to know is confidential, but does not include:  
(c) information which is or becomes public knowledge other than by breach of the Collaborative Head Agreement or this Project Agreement or any other confidentiality obligation. |
<p>| Contributions                      | the cash and in-kind contributions by a Project Party to the Project in accordance with the requirements set out in the Project Agreement.                                                               |
| Customer                          | a person who receives the benefit of a service, product or Data performed or provided as a result of the performance of the Project.                                                                     |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data</td>
<td>any record, material, data, documents or Information.</td>
</tr>
<tr>
<td>Identity Specifications</td>
<td>the method and details for authenticating a Project Party's identity set out in Schedule 3 or otherwise agreed in writing between the parties.</td>
</tr>
<tr>
<td>Information</td>
<td>includes any information developed, received or collected by, or on behalf of, the Australian Government through its agencies and contractors. In this context, 'information' is defined functionally to include:</td>
</tr>
<tr>
<td></td>
<td>(a) information that citizens need to understand their rights, entitlements and obligations;</td>
</tr>
<tr>
<td></td>
<td>(b) information in the government needs to plan, participate, manage and deliver services and programs for the benefit of individual citizens, as well as the Australian community as a whole;</td>
</tr>
<tr>
<td></td>
<td>(c) information that government needs to participate and position itself in the global community and economy;</td>
</tr>
<tr>
<td></td>
<td>(d) information that government needs to plan for, manage and support national security activities designed to protect the Australian community; and</td>
</tr>
<tr>
<td></td>
<td>information that public servants and stakeholders need to be able to do their jobs and fulfill their roles within both agency and whole-of-government contexts.</td>
</tr>
<tr>
<td>Initial Project Term</td>
<td>the period specified in item B of the Project Details.</td>
</tr>
<tr>
<td>Intellectual Property Rights or IPR</td>
<td>copyright (including future copyright), trade marks (registered and unregistered), industrial designs and patents (whether registered or registrable), semiconductor and circuit layout rights, trade, business and company names, trade secrets, or any other proprietary rights, and any rights to registration of those rights, whether created before or after date of the Collaborative Head Agreement, and whether existing in Australia or elsewhere.</td>
</tr>
<tr>
<td>Law</td>
<td>any applicable statute, regulation, by-law ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Australian Government, or a Local Government, and includes the common law as applicable from time to time, and any applicable industry codes of conduct.</td>
</tr>
<tr>
<td>Management Committee</td>
<td>the committee established under clause 12 of the Collaborative Head Agreement.</td>
</tr>
<tr>
<td>Milestone</td>
<td>a milestone for the carrying out of a Project Party's particular service, function or responsibility, which is specified in the Project Plan.</td>
</tr>
<tr>
<td>Milestone Date</td>
<td>a date identified as such in the Project Plan.</td>
</tr>
<tr>
<td><strong>National Collaboration Framework or NCF</strong></td>
<td>the National Collaboration Framework, which is a suite of documents and tools to assist agencies through collaborative processes to deliver better services.</td>
</tr>
<tr>
<td><strong>Personnel</strong></td>
<td>employees, officers, agents and subcontractors.</td>
</tr>
<tr>
<td><strong>Project</strong></td>
<td>development of a discrete service to be carried out in accordance with the requirements set out in this Project Agreement.</td>
</tr>
<tr>
<td><strong>Project Agreement</strong></td>
<td>this agreement as described in clause 2.1 and as amended from time to time in accordance with clause 9.</td>
</tr>
<tr>
<td><strong>Project Commencement Date</strong></td>
<td>the date of commencement of the Project specified in item A of the Project Details.</td>
</tr>
<tr>
<td><strong>Project Details</strong></td>
<td>the details for the Project as set out in Schedule 1.</td>
</tr>
<tr>
<td><strong>Project Manager</strong></td>
<td>the person performing this role as set out in item D of the Project Details.</td>
</tr>
<tr>
<td><strong>Project Parties</strong></td>
<td>the parties to this Project Agreement.</td>
</tr>
<tr>
<td><strong>Project Plan</strong></td>
<td>the plan developed by the Project Parties in accordance with clause 6.</td>
</tr>
<tr>
<td><strong>Risk Management Plan</strong></td>
<td>the plan substantively in the form of Schedule 6 to be developed by the Project Parties under clause 8.</td>
</tr>
<tr>
<td><strong>Schedule</strong></td>
<td>any of Schedule 1 to Schedule 10 (as the context requires) all of which form part of this Project Agreement.</td>
</tr>
<tr>
<td><strong>Service Levels</strong></td>
<td>the standards of service as specified in Schedule 5.</td>
</tr>
<tr>
<td><strong>Stakeholder</strong></td>
<td>an entity which has an interest in a particular government service.</td>
</tr>
<tr>
<td><strong>Statement of Work</strong></td>
<td>Schedule 2 which describes the services, functions and responsibilities to be performed by each Project Party in relation to the Project.</td>
</tr>
<tr>
<td><strong>Steering Committee</strong></td>
<td>a committee established under clause 15.</td>
</tr>
<tr>
<td><strong>Term</strong></td>
<td>the Initial Project Term plus any extension exercised in accordance with clause 3.2.</td>
</tr>
</tbody>
</table>

### 1.2 Interpretation

In this Project Agreement, except where the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to this Project Agreement, and a reference to this Project Agreement includes any schedule or annexure;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to A$ or $A or dollar or $ is to Australian currency;

(f) a reference to time is to the time in the place where the obligation is to be performed;
(g) a reference to a party is to a party to this Project Agreement, and a reference to a party to a document includes the party’s executors, administrators, successors and permitted assignees and substitutes;

(h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) the meaning of general words is not limited by specific examples introduced by ‘including’, ‘for example’ or similar expressions;

(k) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day; and

(l) headings are for ease of reference only and do not affect interpretation.

2. This Project Agreement

2.1 Project Agreement

(a) This Project Agreement consists of:

(i) clauses 1 to 17 and the Schedules of the Project Agreement; and

(ii) clauses 1 to 26 of the Collaborative Head Agreement, with the exception of clauses 5 and 12 of the Collaborative Head Agreement.

(b) In the event that a Project Party is not a party to the Collaborative Head Agreement, references to 'Parties' throughout clauses 1 to 26 of the Collaborative Head Agreement will be read as if they were references to 'Project Parties'.

2.2 Project Parties not parties to the Collaborative Head Agreement

Any Project Party that is not a party to the Collaborative Head Agreement acknowledges that it has been provided with a copy of the Collaborative Head Agreement.

2.3 Inconsistency

(a) In the event of an inconsistency between clauses 1 to 26 (excluding clauses 5 and 12) of the Collaborative Head Agreement and this Project Agreement, the Project Agreement will prevail to the extent of the inconsistency.

(b) In the event of an inconsistency between clauses 1 to 17 and any Schedule, the Schedules will prevail to the extent of the inconsistency.

3. Commencement Date and term

3.1 Initial Project Term

The Term of this Project Agreement begins on the Project Commencement Date and continues for the duration of the Initial Project Term unless terminated in accordance with clause 24.4 of the Collaborative Head Agreement.

3.2 Option Period

(a) The Initial Project Term may be extended with the unanimous agreement of the Project Parties for further period(s), specified in item C of the Project Details (each an Option Period).
(b) Any extension exercised in accordance with this clause 3.2 takes effect from the end of the then current Project Term.

4. Responsibilities of the Project Parties

Each Project Party agrees to carry out the services, functions and responsibilities which are allocated to that Project Party as specified in the Statement of Work, Schedule 3 and in accordance with the Project Plan (if relevant).

5. Admission of new Project Parties to the Project Agreement

(a) The Steering Committee may from time to time by unanimous resolution decide to admit a new party to this Project Agreement on terms determined by the Steering Committee.

(b) To be admitted as a new Project Party to this Project Agreement, the prospective party must by Acknowledgement of Accession acknowledge the receipt of a copy of this Project Agreement and confirm the provisions of this Project Agreement as if it were a signatory to this Project Agreement.

6. Project Plan

The Project Parties agree to prepare a Project Plan for the Project in a format agreed by the Project Parties.

7. Project Contributions

7.1 Contributions

(a) The Project Parties will make Contributions for the Project in accordance with the requirements specified in Schedule 7.

(b) Contributions may include financial inputs or in-kind contributions such as personnel, facilities or equipment.

7.2 Transparency of Contributions basis

The Project Parties agree that the basis of each Project Party’s Contributions should be transparent to the extent that transparency requirements do not become administratively onerous.

7.3 GST

(a) In this clause 7.3:

(i) **GST exclusive consideration** means the consideration payable or to be provided for a Supply, but for the application of this clause 7.3;

(ii) **Recipient** means a Party to whom a Supply is made;

(iii) **Supply** means a supply made under or in connection with the Project Agreement;

(iv) **Supplier** means a Party making a Supply; and

(v) words or expressions that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 7.3.

(b) Any consideration to be paid or provided for a Supply, unless specifically described in the Project Agreement as 'GST-inclusive', does not include an amount on account of GST.
(c) Despite any other provision in the Project Agreement, if a Supplier makes a Supply on which GST is imposed (not being a Supply the consideration for which is specifically described in the Project Agreement as ‘GST-inclusive’):

(i) the GST-exclusive consideration for that Supply, is increased by, and the Recipient will also pay to the Supplier, an amount equal to the GST-exclusive consideration multiplied by the prevailing rate of GST; and

(ii) the amount by which the GST-exclusive consideration is increased under clause 7.3(c)(i) will be paid to the Supplier by the Recipient without set-off, deduction or requirement for demand, at the same time as the GST-exclusive consideration is payable or to be provided.

(d) If a payment is calculated by reference to or as a specified percentage of another amount or revenue stream, that payment shall be calculated by reference to or as a specified percentage of the amount or revenue stream exclusive of GST.

(e) If a payment to a Party under the Project Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that Party, then the payment will be reduced by the amount of any input tax credit to which that Party is entitled for that loss, cost or expense.

(f) A Recipient need not make a payment for a taxable Supply until the Supplier has given the Recipient a tax invoice for the Supply to which the payment relates.

(g) If an adjustment event occurs in relation to a taxable Supply then the GST amount shall also be adjusted as follows:

(i) if the adjustment event gives rise to an increase in the GST amount, a payment equal to that increase will be made by the Recipient to the Supplier; and

(ii) if the adjustment event gives rise to a decrease in the GST amount, a payment equal to that decrease will be made by the Supplier to the Recipient.

(h) Any payment that is required under clause 7.3(g) will be made within five (5) business days of the issuing of an adjustment note or an amended tax invoice, as the case may be, by the Supplier. If the adjustment event gives rise to an adjustment, the Supplier must issue an adjustment note to the Recipient as soon as it becomes aware of the adjustment event.

8. Project Risk Management

8.1 Project Risk Management

(a) In carrying out its obligations under this Project Agreement, each Project Party agrees to apply and comply with AS/NZS ISO 31000:2009, Risk Management – Principles and guidelines or any successor standard.

(b) The Project Parties agree to develop a Risk Management Plan for each Project to be operational by the Project Commencement Date. The Risk Management Plan will be substantively in the form of Schedule 6, and will be updated by the Steering Committee as required throughout the Project Term.

(c) Risk management issues specific to the Project will be managed in accordance with the Risk Management Plan.
8.2 **Liability to third party**

The Parties agree that any liability owed to a third party that arises as a consequence of this Project Agreement will be governed by the arrangements for managing liability as specified in the Risk Management Plan, guided by the general principle that the Project Party which is in the best position to manage risk should bear primary responsibility for such liability.

9. **Project change control**

9.1 **Changes of scope**

A Project Party will not be bound by any changes to the nature and scope of the Project, or requirements of the Project Details, unless those changes are agreed in accordance with the procedure specified in this clause 9.

9.2 **Request for scope change**

A Project Party may propose a change in the scope of the Project by giving a notice to the other Project Parties, in the form of a Change Order, specifying the proposed change or extension.

9.3 **Specify particular amendments**

The Project Parties agree that, to the extent practicable, a Change Order will specify particular amendments to the Project Agreement that will be required to give effect to that Change Order, should the changes be accepted.

9.4 **Change**

A Change Order will take effect following agreement in writing by all of the Project Parties.

10. **Stakeholder consultation**

(a) Project Parties will consult Stakeholders during the design, development and post implementation of the Project and that the consultation will be tailored to match the magnitude, diversity and nature of the Project.

(b) Project Parties agree that pre-existing Stakeholder forums will be used where appropriate to undertake the consultation.

11. **Training and skill levels**

(a) Each Project Party will be responsible for ensuring that its own Personnel have the training and skills to effectively participate in the Project.

(b) Project Parties will jointly scope and determine in advance training for Personnel associated with the Project. Any particular training required for Personnel associated with the Project will be specified in Schedule 3.

12. **Performance management**

(a) Project Parties agree to use performance management and measurement mechanisms as part of the Project. These performance mechanisms will be set out in Schedule 5.

(b) Project Parties agree that performance management and measurement mechanisms will be equitable and mutually beneficial.
13. Complaint and query handling

13.1 Objective

Project Parties agree to work collaboratively in relation to the handling of complaints and queries by Customers to ensure that the process:

(a) is Customer focused;

(b) provides Customers with clear and timely resolution of complaints; and

(c) meets any performance measures set out in Schedule 5.

13.2 Complaint and query handling

In handling complaints and queries by Customers, the Project Parties agree to:

(a) not:

   (i) attribute blame for any complaint; or

   (ii) misrepresent each other;

(b) meet or exceed the standards for handling of complaints set out in Australian Standard AS ISO 10002:2006, Customer satisfaction — Guidelines for complaints handling in organizations, or any successor standard;

(c) ensure a complete and integrated complaint resolution process, covering the complete complaint resolution life-cycle, is put in place up front between all Project Parties;

(d) assign responsibility between the Project Parties for the complaint resolution process;

(e) make available the complaint resolution process to the Customer at the time the complaint is made;

(f) work collaboratively to provide and share information for the timely resolution of complaints;

(g) work together to prevent further complaints by identifying why complaints or queries have arisen and jointly determining what can be done to resolve them; and

(h) ensure all potential handlers of complaints are trained appropriately and in the manner in which the interaction with the Customer should be conducted.

14. Reporting

14.1 Reporting

The Project Parties will:

(a) integrate management reporting arrangements to meet the needs of all Project Parties with a view to not unduly burdening Project Parties with duplicate or complicated reporting;

(b) to the extent possible, cooperate and provide Data to 'business as usual' financial reporting requirements of other Project Parties within the scope and purpose of the collaboration; and

(c) comply with any financial reporting requirements specified in Schedule 3.
15. **Steering Committee**

15.1 **Steering Committee Representatives**

(a) A Project Party may appoint at any time by notice in writing to the other Project Parties up to 2 Steering Committee representatives to represent the interests of that Project Party in connection with the Project Agreement.

(b) The Project Parties agree that the representatives do not have to be employees of the Project Parties.

15.2 **Steering Committee meetings**

The Steering Committee will meet as set out in Schedule 4.

15.3 **Project administration**

The Steering Committee will be responsible for the administration of the Project including:

(a) identifying and administering the policies and procedures for:

(i) Data ownership, definition, access and transfer protocols;

(ii) Data quality and integrity standards;

(iii) management of and access to Data;

(iv) protection of Data;

(v) technical standards for information transfer/access;

(vi) authentication of Data by receiving Project Party;

(vii) operating infrastructures and transmission protocols;

(viii) quality assurance systems;

(ix) performance control system;

(x) performance audits; and

(xi) co-ordinating the Risk Management Plans;

(b) negotiating and tracking any Contributions between Project Parties;

(c) managing any changes to the Project or Project Agreement;

(d) reporting to the Management Committee in accordance with clause 15.2 of the Collaborative Head Agreement; and

(e) acting in accordance with the responsibilities set out in Schedule 4.

16. **Audits**

16.1 **General**

(a) Project Parties will specify any auditing requirements in Schedule 3.

(b) Project Parties will cooperate with the auditing requirements of individual Project Parties.
16.2 Powers

(a) Subject to clause 16.2(b) and without limiting any other provision of this Project Agreement the:

(i) Australian Government Auditor-General;
(ii) relevant State or Territory Auditor-General;
(iii) Australian Government Freedom of Information Commissioner;
(iv) Australian Information Commissioner;
(v) Australian Government Privacy Commissioner; or
(vi) person or persons responsible for administering State or Territory laws or policies in respect of freedom of information, information and privacy,

or their delegate, for the purpose of performing their statutory functions or powers respectively, may, at reasonable times:

(vii) access the premises of a Project Party;
(viii) require the provision by the Project Party and/or its Personnel, of records and other information which are related to the Project Agreement; and
(ix) inspect and copy documentation and records or any other matter relevant to a Project Party's obligations or performance of the Project Agreement, however stored, in the custody or under the control of a Project Party, and its Personnel.

(b) Except when notice is not practicable or appropriate, Project Parties agree to give the Project Party being audited reasonable notice of an audit and where reasonably practicable an indication of which documents or class of documents the auditor may require.

17. Intellectual Property Rights

17.1 IPR requirements

The Project Parties agree that requirements relating to IPR will be set out in Schedule 3.

17.2 Pre-existing IPR

(a) Project Parties agree that any IPR existing at the Commencement Date (pre-existing IPR) will be recognised and respected under any Project Agreement. A Project Party will not assert ownership of all or part of another Project Party's pre-existing IPR.

(b) Project Parties agree that pre-existing IPR will only be used as authorised by the owner of the IPR or as permitted under Law.
Schedule 1 – Project Details

1. Project Parties

[Note to User: Copy the table below and insert if there are more than 2 Project Parties.]

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>[insert name of Project Party]</td>
</tr>
<tr>
<td>ABN</td>
<td>[insert ABN]</td>
</tr>
<tr>
<td>Address details</td>
<td>[insert street address]</td>
</tr>
<tr>
<td>Address for notices</td>
<td>[insert name and/or position of person to receive notices]</td>
</tr>
<tr>
<td></td>
<td>[insert postal address]</td>
</tr>
<tr>
<td></td>
<td>[insert physical address]</td>
</tr>
<tr>
<td></td>
<td>[insert facsimile number]</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>[insert name of Project Party]</td>
</tr>
<tr>
<td>ABN</td>
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</tr>
<tr>
<td>Address details</td>
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<td></td>
<td>[insert postal address]</td>
</tr>
<tr>
<td></td>
<td>[insert physical address]</td>
</tr>
<tr>
<td></td>
<td>[insert facsimile number]</td>
</tr>
</tbody>
</table>

2. Details

<table>
<thead>
<tr>
<th>Item number</th>
<th>Description</th>
<th>Clause reference</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Project Commencement Date</td>
<td>1.1</td>
<td>[insert the date the Project Agreement is to commence eg, dd/mm/yy]</td>
</tr>
<tr>
<td>B</td>
<td>Initial Project Term</td>
<td>1.1</td>
<td>[insert the initial term for which the Project Agreement is to continue eg, 1 year]</td>
</tr>
<tr>
<td>C</td>
<td>Option Period</td>
<td>3.2</td>
<td>[insert Option Period eg, 2 periods each being 1 year in duration. If no Option Period applies, insert 'not applicable']</td>
</tr>
<tr>
<td>D</td>
<td>Project Manager</td>
<td>1.1</td>
<td>[insert the name and contact details of the Project Manager]</td>
</tr>
</tbody>
</table>
Schedule 2 – Statement of Work

[Note to User: If an item below is not applicable to your Project, mark as 'not applicable' underneath the relevant heading.]

1. Overview of Project
   [insert an overview of the Project]

2. Objectives of Project
   [insert a description of the objectives of the Project]

3. Value proposition
   [insert a statement explaining the value proposition of the Project]

4. Scope of the Project
   [insert a description of the scope of the Project (ie, what is included in the Project and what is excluded)]

5. Services
   [insert a description of the services to be provided as part of the Project]

6. Roles and responsibilities of each Project Party
   [insert a description of the roles and responsibilities for each Project Party (ie, services that the Project Party must deliver and timeframes under which they must be delivered)]

7. Change management
   [insert a description of how a change to the scope of the project, changes to the Project Parties or other changes will be managed]

8. Data quality and management
   [insert a description of any specific Data quality and management requirements in addition to those in clause 19 of the Collaborative Head Agreement]

9. Standards
   [insert a description of any standards to be followed in relation to the delivery of services]
10. Communication management

[insert a description of any processes to be followed to ensure effective communication management between the Project Parties]

11. Risk and issues management

[insert a description of any processes to be followed to ensure effective risk and issues management between the Project Parties]

12. Problem resolution

[insert a description of any processes to be followed in addition to those set out in clause 25 of the Collaborative Head Agreement]

13. Acceptance testing

[insert a description of any acceptance testing requirements for Project deliverables]

14. Project implementation review

[insert a description of any review processes to be carried out by the Project Parties following implementation of a Project. For example, target outcomes, performance against Service Levels and transition]
Schedule 3 – Specific Requirements

[Note to User: If an item is not applicable to your Project, mark as 'not applicable' in the relevant item.]

1. Additional terms and conditions
   [insert a description of any terms and conditions that should apply in addition to those already specified in the Project Agreement]

2. Project governance
   [insert a description of any specific project governance procedures that should apply]

3. Monitoring and reporting requirements
   [insert a description of any specific monitoring and reporting requirements (including frequency and content)]

4. Financial reporting requirements
   [insert a description of any specific financial reporting requirements in relation to the Project]

5. Training requirements
   [insert a description of any specific training requirements in addition to those in clause 11]

6. Auditing requirements
   [insert a description of any specific auditing requirements in addition to those in clause 16]

7. Additional disclosure requirements
   [insert any disclosure requirements additional to those specified in clause 10 to the Collaborative Head Agreement]

8. Intellectual Property Rights
   [insert a description of any specific requirements in relation to ownership and use of Intellectual Property Rights. Refer to clause 17]

9. Branding requirements
   [insert a description of any specific branding requirements in addition to those in clause 16 of the Collaborative Head Agreement]
10. Privacy requirements

10.1 General
[insert a description of any general privacy requirements that are to apply in addition to those set out in clause 20 of the Collaborative Head Agreement]

10.2 Form of consent
[insert a description of any requirements in relation to the form of consent for disclosure of Personal Information]

11. Confidentiality requirements
[insert a description of any confidentiality requirements that are to apply in addition to those set out in clause 21 of the Collaborative Head Agreement]

12. Security requirements
[insert a description of any security requirements that are to apply in addition to those set out in clause 22 of the Collaborative Head Agreement]

13. Identity Specifications
[insert any required methodology for authenticating a Project Party's identity. See clause 19.2(b)(i) of the Collaborative Head Agreement]
Schedule 4 – Steering Committee

1. General
   (a) The Steering Committee will guide its Project (including assessing performance issues and tracking actions) and will also take into consideration the broader outcomes sought by collective Projects (if relevant).
   
   (b) The Steering Committee will meet [weekly/monthly/quarterly]. Meetings may be held by telephone or video conference.

2. Project Management
   The Project Manager will:
   
   (a) control, coordinate, administer and direct all activities relevant to the Project;
   
   (b) take accountability for planning, Project outputs and Stakeholder engagement;
   
   (c) engage, supervise, control, coordinate and direct all consultants; and
   
   (d) [insert a description of any other services required].

3. Project Administration
   The Steering Committee will be responsible for the administration of each Project in accordance with the requirements set out in clause 15.3.
Schedule 5 – Performance Management

1. General

Each Project Party agrees to:

(a) at all times meet or exceed the Service Levels applicable to that Project Party; and

(b) measure and report its performance against the Service Levels in accordance with the requirements of clause 3 of this Schedule using appropriate measurement and monitoring tools and procedures.

2. Service Levels

<table>
<thead>
<tr>
<th>Item number</th>
<th>Project Party</th>
<th>Service Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>[insert Project Party name]</td>
<td>[insert the Service Level that is to apply to the Project Party]</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Measurement and reporting mechanisms

[insert a description of how Service Levels will be measured]

[insert details of the reporting against Service Levels that is to take place, including the frequency, who has responsibility etc]
## RISK ANALYSIS SUMMARY

<table>
<thead>
<tr>
<th>Description of the risk</th>
<th>Rating of likelihood (Almost certain, likely, moderate etc)</th>
<th>Rating of consequence (Severe, major, moderate etc)</th>
<th>Risk priority rating (Extreme, high, medium etc)</th>
<th>Proposed treatment of risk</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td>1.1</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td>2.1</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td>3.1</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td>4.1</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td>5.1</td>
<td></td>
</tr>
</tbody>
</table>

**Date of risk analysis:**

**Risk analysis updated on:**

**This risk analysis confirmed by:**
RISK RATING LEGEND

CONSEQUENCE SCALES

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severe</td>
<td>Would stop achievement of functional goals/objectives</td>
</tr>
<tr>
<td>Major</td>
<td>Would threaten functional objectives</td>
</tr>
<tr>
<td>Moderate</td>
<td>Necessitates significant adjustment to overall function</td>
</tr>
<tr>
<td>Minor</td>
<td>Would threaten an element of the function</td>
</tr>
<tr>
<td>Insignificant</td>
<td>Lower consequences</td>
</tr>
</tbody>
</table>

LIKELIHOOD SCALES

<table>
<thead>
<tr>
<th>Likelihood</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Almost certain</td>
<td>The event is expected to occur</td>
</tr>
<tr>
<td>Likely</td>
<td>There is a very high likelihood that this event will occur</td>
</tr>
<tr>
<td>Moderate</td>
<td>There is a high likelihood that this event will occur</td>
</tr>
<tr>
<td>Unlikely</td>
<td>There is a fair likelihood that this event will occur</td>
</tr>
<tr>
<td>Rare</td>
<td>This event is not expected to occur</td>
</tr>
</tbody>
</table>

RISK PRIORITY MATRIX

<table>
<thead>
<tr>
<th>Likelihood</th>
<th>Insignificant</th>
<th>Minor</th>
<th>Moderate</th>
<th>Major</th>
<th>Severe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Almost certain</td>
<td>Medium</td>
<td>Medium</td>
<td>High</td>
<td>High</td>
<td>Extreme</td>
</tr>
<tr>
<td>Likely</td>
<td>Medium</td>
<td>Medium</td>
<td>Medium</td>
<td>High</td>
<td>Extreme</td>
</tr>
<tr>
<td>Moderate</td>
<td>Low</td>
<td>Medium</td>
<td>Medium</td>
<td>High</td>
<td>High</td>
</tr>
<tr>
<td>Unlikely</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
<td>Medium</td>
<td>High</td>
</tr>
<tr>
<td>Rare</td>
<td>Low</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
<td>Medium</td>
</tr>
</tbody>
</table>
Schedule 7 – Contributions

1. Introduction/overview

[insert an introduction and overview of the Project Parties’ general approach to Contributions]

2. Contribution details – funding

[insert details of any funding for the Project to which this Project Agreement relates]

3. Other Contributions

[insert a description of any other Contributions for the Project to which this Project Agreement relates (eg, Personnel, IPR, premises or facilities)]
Schedule 8 – Acknowledgement of Accession

Date  
[insert the date this acknowledgement was signed]

Parties

Name  [insert name of party]
Short form name  Acceding Party
Notice details  [insert notice details ie, address and fax number]

Background

A  This acknowledgement is supplemental to a Project Agreement dated [insert date] executed by [insert] and other entities in relation to [insert a description of the Project Agreement].

B  This acknowledgement and clause 5 of the Project Agreement facilitate the admission of the Acceding Party as a Project Party to the Project Agreement.

Agreed terms

1.  Definitions and interpretation

1.1  Definitions
Words and expressions defined in the Project Agreement have the same meaning in this acknowledgement except where the context otherwise requires.

1.2  Interpretation
The principles of interpretation set out in clause 1.2 of the Project Agreement apply to this acknowledgement.

2.  Acknowledgement by Acceding Party

The Acceding Party:

(a)  confirms that it has been supplied with a copy of the Project Agreement and the Collaborative Head Agreement; and

(b)  covenants with all the present parties to the Project Agreement (whether original or by subsequent accession) to observe and perform by all the terms of the Project Agreement so that the Acceding Party is deemed, from the date of this acknowledgement, to be a party to the Project Agreement.

3.  No legally binding agreement

This acknowledgement, unless expressly specified otherwise, does not create and is not intended to create legally binding obligations between the Project Parties.
4. Governing law

This acknowledgement is governed by the laws of [insert applicable State or Territory].

Signed for [insert Party Name] represented by [insert Agency name] by an authorised representative in the presence of

[Signature of representative]

[Signature of witness]

[Name of witness (print)]

[Name of representative (print)]

[Office held]
Schedule 9 – Designated Confidential Information

1. Project Agreement provisions / Schedules

<table>
<thead>
<tr>
<th>Project Party</th>
<th>Item</th>
<th>Period of confidentiality</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert name of Project Party]</td>
<td>[insert relevant items]</td>
<td></td>
</tr>
</tbody>
</table>

2. Project Agreement-related Material

<table>
<thead>
<tr>
<th>Project Party</th>
<th>Item</th>
<th>Period of confidentiality</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert name of Project Party]</td>
<td>[insert relevant items]</td>
<td></td>
</tr>
</tbody>
</table>
Schedule 10 – Change Order

This Change Order (including its attachments, if any) serves to vary the Project Agreement in accordance with the terms set out below. Unless specifically stated in this Change Order, all terms and conditions of the Project Agreement continue unaffected.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Agreement number</td>
</tr>
<tr>
<td>2.</td>
<td>Project Agreement title</td>
</tr>
<tr>
<td>3.</td>
<td>Change Order number</td>
</tr>
<tr>
<td>4.</td>
<td>Project Party instigating the change</td>
</tr>
<tr>
<td>5.</td>
<td>Details of change (use attachments if required)</td>
</tr>
<tr>
<td>6.</td>
<td>Implementation date of Change Order</td>
</tr>
<tr>
<td>7.</td>
<td>Effect on services</td>
</tr>
<tr>
<td>8.</td>
<td>Effect on Service Levels</td>
</tr>
<tr>
<td>9.</td>
<td>Effect on Project Plan</td>
</tr>
<tr>
<td>10.</td>
<td>Effect on Customers</td>
</tr>
<tr>
<td>11.</td>
<td>Effect on Contributions payable or expenses</td>
</tr>
<tr>
<td>12.</td>
<td>Effect on documentation</td>
</tr>
<tr>
<td>13.</td>
<td>Effect on training</td>
</tr>
<tr>
<td>14.</td>
<td>Other relevant matters (e.g. transitional impacts)</td>
</tr>
</tbody>
</table>

Project Party
Name (print) ________________________________
Position ________________________________
Signature ________________________________
Date ________________________________

Project Party
Name (print) ________________________________
Position ________________________________
Signature ________________________________
Date ________________________________
Signing Page

Executed as an agreement

[Note to User: If there are more than 2 parties, copy and insert the execution block below]

Signed for [insert Project Party Name] represented by [insert Agency name] by an authorised officer in the presence of

Signature of officer

Signature of witness

Name of officer (print)

Name of witness (print)

Office held

Signed for [insert Project Party Name] represented by [insert Agency name], by an authorised officer in the presence of

Signature of officer

Signature of witness

Name of officer (print)

Name of witness (print)

Office held