**Department of Education**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**LANGUAGE PROGRAM**

**SERVICES AGREEMENT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**THIS AGREEMENT is made between:**

1. **State of Queensland** represented by the Department of Educationacting through its representative, the School named in Item 2 of the Schedule (‘the **Principal**’)

**and**

1. **The Contractor** named in Item 1 of the Schedule (‘**the Contractor**’)

# **BACKGROUND**

1. The Principal, in collaboration with Language Owners, has established the Language Program described in Item 3 of the Schedule.
2. The Contractor is (or its Key Personnel are) a language speaker and/or holds language knowledge and/or has other skills to support the implementation of the Language Program.
3. The Department wishes to engage the Contractor as part of the Language Program, to provide the Services and the Deliverables described in Items 4 and 5 of the Schedule, on the terms of this Agreement.

**THE PARTIES AGREE TO THE FOLLOWING:**

1. **Definitions**

In this Agreement the following definitions apply unless the context requires otherwise:

* 1. **Agreement** means the whole of the terms and conditions in this agreement, including the Background, and any schedules and annexures to this agreement;
	2. **Background Materials** means any materials made available under this Agreement, including Intellectual Property Rights in those materials, created or otherwise owned, used or licenced by either of the Parties, which was brought into existence by either of the Parties before this Agreement.
	3. **Business Day** means a day other than a Saturday, Sunday or public holiday at the address of the Principal as applicable;
	4. **Confidential Information** means any information that:
		1. By its nature is confidential; or
		2. Is designated by a Party (including on behalf of Language Owners or a Language and Culture Specialist) as confidential; or
		3. The recipient knows or ought to know is confidential;

but does not include information which:

* + 1. Is or becomes public knowledge other than by breach of this Agreement or other unlawful means;
		2. Is in possession of the recipient, without restriction about disclosure, before the date of receipt from the disclosing Party; or
		3. Has been independently developed or acquired by a Party.
	1. **Commencement Date** means the date in Item 13 of the Schedule;
	2. **Contractor** means a person named in Item 1 of the Schedule and unless inconsistent with the subject matter, includes all persons authorised from time to time by the Contractor (i.e. Key Personnel, employees, agents and contractors);
	3. **Deliverable(s)** means an item or thing that the Contractor must create and deliver to the Principal as part of the Services, as specified in Item 5 of the Schedule;
	4. **Expenses** means the expenses payable by the Principal to the Contractor as set out in Item 8 of the Schedule;
	5. **Fee** means the fee payable by the Principal to the Contractor for the performance of the Services in the amounts set out in Item 7 of the Schedule;
	6. **GST** means any tax imposed on the supply of goods and services which is imposed or assessed under GST Law and includes the amount payable under or in accordance with section 5 of the *GST and Related Matters Act 2000* (Qld) or equivalent legislation;
	7. **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
	8. **Intellectual Property Rights** includes:
		1. all rights in copyright, trademarks (including unregistered marks), business and company names, domain names, designs, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights; and
		2. that may subsist anywhere in the world, whether current or future or registered (including applications for any of the above) or unregistered;
	9. **Indigenous Cultural and Intellectual Property Rights** or **ICIP** means the rights of Aboriginal peoples and Torres Strait Islander peoples to their cultural heritage. Heritage comprises of all objects, sites and knowledge, the nature or use of which has been transmitted or continues to be transmitted from generation to generation, and which is regarded as pertaining to a particular Aboriginal or Torres Strait Islander group or its territory. The heritage of an Aboriginal peoples and Torres Strait Islander peoples is a living one and includes objects, knowledge, literary and artistic works which may be created in the future based on that heritage. Heritage includes:
		1. Literary, performing and artistic works (including songs, music, dances, stories, ceremonies, symbols, languages and designs);
		2. Scientific, agricultural, technical and ecological knowledge (including cultigens, medicines and phenotypes of flora and fauna);
		3. All items of movable cultural property (including sacred and historically significant sites and burial grounds); and
		4. Documentation of Aboriginal people’s heritage or Torres Strait Islander people’s heritage in archives, film, photographs, videotape or audiotape in all forms of media.
	10. **Key Personnel** means the persons involved in delivering the Services or the Deliverables and named in Item 6 of the Schedule.
	11. **Language and Culture Specialist** means a person identified by Aboriginal or Torres Strait Islander persons in authority as having expertise in an Aboriginal language and/or culture or a Torres Strait Islander language and/or culture. This person may be consulted with and/or recorded for the purposes of creating the Deliverables.
	12. **Language and Culture Specialist Release** means the consent form which records permission from the Language and Culture Specialist to record them, and use the recordings and their ICIP in the Language Program.
	13. **Language Owners** means Aboriginal people or Torres Strait Islander people who identify as having cultural connections to a particular Aboriginal language or Torres Strait Islander language, as named in Item 3 of the Schedule.
	14. **Moral Rights** means the rights in *Part IX of the Copyright Act 1968 (Cth)* including the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work and the right not to have authorship of a work falsely attributed, and rights of a similar nature anywhere in the world, whether existing before or after the date of this Agreement;
	15. **Services** means the whole of the work which the Contractor is required to perform and complete under this Agreement, the details of which are set out in Item 4 of the Schedule;
	16. **Special Conditions** means those special conditions that apply to the Services and the Deliverables as specified in Item 12 of the Schedule.
1. **Provision of Services**
	1. In return for the payment of the Fee, the Contractor agrees to provide the Services and the Deliverables to the Principal in accordance with this Agreement.
	2. The Parties agree that in interactions with one another relating to this Agreement, the Parties will act:
		1. in good faith;
		2. with regular communication; and
		3. with transparency.
2. **The Contractor’s obligations**
	1. The Contractor will:
		1. Perform the Services as specified in Item 4 of the Schedule;
		2. Deliver the Deliverables as specified in Item 5 of the Schedule;
		3. Provide the Services in a professional, competent and timely manner and with due care, skill and diligence;
		4. Keep the Principal, or the Principal’s authorised representative, regularly informed about the progress in providing the Services;
		5. Promptly notify the Principal of any delay in performance;
		6. Not engage in any conduct, act or omission which may or could potentially bring the Principal in disrepute or interfere with the proper performance of the Services;
		7. Sign all documents and do all things necessary to give effect to the Parties’ agreement regarding ownership of Intellectual Property in the Deliverables;
		8. Comply with the Special Conditions;
		9. Comply with the reasonable requirements and directions of the Principal in connection with the provision of the Services; and
		10. Comply with any applicable statutes, regulations, by-laws and requirements of the Commonwealth and any State, Territory or local authority.
3. **The Principal’s obligations**
	1. The Principal will:
		1. Pay the Fees and Expenses to the Contractor in accordance with Clause 5 and Item 8 of the Schedule;
		2. in its absolute discretion and subject to reasonable terms and conditions, provide to the Contractor all materials, access to personnel, facilities or information as may be reasonably requested by the Contractor to satisfactorily implement and deliver the Services and Deliverables;
		3. Comply with the Special Conditions; and
		4. Promptly respond to the Contractor’s reasonable requests for further information.
4. **Payments**

**Fees**

* 1. The Fees will be paid as follows:
		1. Upon completion of work, or, as agreed by the Parties in Item 7 of the Schedule, the Contractor will submit to the Principal a valid written tax invoice; and
		2. The Principal will pay valid tax invoices to the Contractor’s nominated bank account as listed in Item 9 of the Schedule within thirty (30) days provided that the invoice is correctly calculated.

**Expenses and Entitlements**

* 1. Unless otherwise expressly agreed by the Parties in Item 8 of the Schedule, the Contractor will meet its own expenses including travel, accommodation and wages. Payment of any approved Expenses will be in the same manner as the Fees, as outlined in Clause 5.1.
	2. If the Contractor is an individual, the parties agree that the Contractor is engaged as an independent contractor and has no entitlement to holiday, long service or other leave entitlements, superannuation or other entitlements from the Principal and is not covered by employee workers’ compensation insurance.

**GST**

* 1. All payments under this Agreement are exclusive of GST. In addition to these payments, the Principal will pay the Contractor an amount equal to any GST payable for supply by the Contractor under or in connection with this Agreement only upon the provision of a valid tax invoice by the Contractor to the Principal. The Principal will pay the GST amount when the corresponding payment must be paid.
1. **Intellectual Property Rights**

**Background Materials**

* 1. Nothing in this Agreement affects the ownership of Intellectual Property Rights in any Background Materials.
	2. The Contractor warrants that it owns, or is licensed by the owner to use and sub-license the use of, the Background Materials incorporated in the Deliverables.
	3. The Contractor grants to the Principal a perpetual and irrevocable licence to use, reproduce, adapt and sub-licence the use of the Contractor’s Background Materials for the purposes of the Language Program and as contemplated by this Agreement.
	4. The Parties agree that Background Materials will not be used for any other purposes other than under the terms of this Agreement.

**Intellectual Property Rights in the Deliverables**

 **OPTION 1**

* 1. Subject to Clauses 6.9 - 6.11, the Parties acknowledge and agree that, unless otherwise expressly agreed by the Parties in Item 10 of the Schedule, the Contractor will own all Intellectual Property Rights in the Deliverables immediately upon creation.
	2. The Contractor grants the Principal a perpetual, non-exclusive, royalty-free, world-wide licence, with right to sublicense, to use the Deliverables for the purposes of the Language Program and for those other uses (if any) specified in Item 10 of the Schedule.

***OR [delete one option]***

**OPTION 2**

* 1. Subject to Clauses 6.9 - 6.11, the Parties acknowledge and agree that, unless otherwise expressly agreed by the Parties in Item 10 of the Schedule, the Contractor and the Principal will jointly own all Intellectual Property Rights in the Deliverables in equal shares.
	2. Each Party grants the other a perpetual, non-exclusive, royalty-free, world-wide licence, with right to sublicence) to use the Deliverables for the purposes of the Language Program and for those other uses (if any) specified in Item 10 of the Schedule.

**Recordings**

* 1. The Parties acknowledge that copyright in recordings (including film, sound recordings, photographs, translations, transcripts, field notes and any edited versions) made of a Language and Culture Specialist or other relevant contributor, including their words, expressions and performances, belong to the contributor, and will be licensed back to the Contractor and the Principal for use in the Deliverables.
	2. The Parties acknowledge that these recordings will contain ICIP.
	3. The Contractor must ensure that all contributors sign the Language and Culture Specialist Release in the same or similar form as that listed in Annexure A and provide copies of the same to the Principal.

**Third Party Intellectual Property**

* 1. To the extent that each Party provides the other with any Intellectual Property for a specific purpose, that Party warrants that the use of that Intellectual Property will not infringe the intellectual property rights of any third party.

**Moral Rights**

* 1. Each Party consents, and will ensure their personnel (including the Key Personnel) consent, to any reasonable act or omission by the other Party in relation to any moral rights that exist in the Deliverables to the extent necessary to undertake and complete the Services and the Language Program, or obtain the benefit of any licence under this Clause 6.
1. **Indigenous Cultural and Intellectual Property Rights**
	1. The Parties will, at all times, show respect for Language Owners, Aboriginal peoples, Torres Strait Islander peoples and Indigenous Cultural and Intellectual Property. Where appropriate, the Parties will observe the trust placed in them through the disclosure by Aboriginal people or Torres Strait Islander people to the Parties of knowledge or information concerning languages, traditions, customs, cultural expression (song, dance, arts, stories, ceremonies) and beliefs.
	2. The Parties acknowledge that Aboriginal people and Torres Strait Islander people have the right to control, own and maintain their ICIP in accordance with Article 31 of the *United Nations Declaration on the Rights of Indigenous Peoples*.
	3. The Parties agree that ownership of any ICIP rights will remain with the traditional owners and custodians of such ICIP.
	4. The Parties will:
		1. Comply with any restrictions on using and dealing with any ICIP in the Deliverables;
		2. Attribute the Language Owners and any people who contribute to the Deliverables;
		3. Not use the ICIP for any purpose other than as part of the Deliverables and as contemplated by this Agreement.
2. **Confidentiality**
	1. The Parties must keep Confidential Information confidential and must:
		1. keep all Confidential Information safe, secure and protected against unauthorised use and access;
		2. use Confidential Information solely for the purpose of performing its obligations under this Agreement and for no other purpose;
		3. ensure Confidential Information is not copied or reproduced without the Party’s express written consent; and
		4. disclose Confidential Information to only those persons who have a need to know, and where disclosure is essential to the provision of the Services, ensure that each person to whom the Party discloses Confidential Information:
		5. is aware of the confidentiality requirements of this Agreement; and
		6. is advised that he or she is strictly forbidden to disclose the Confidential Information to any other person or use the Confidential Information for any purpose other than providing the Services.

except to the extent required by law, or to its professional advisors, or in the case of the Principal:

* + 1. to a Minister, their advisors or Parliament;
		2. as required under the *Right to Information Act 2009* (Qld) or the *Information Privacy Act 2009* (Qld)*;* or
		3. may publish information about the Agreement on the Government’s contract directory, where required or recommended by Government Procurement policy.

* 1. Each Party will make its directors, officers, employees, agents and representatives comply with the confidentiality obligations under this Clause 8.
	2. For the avoidance of doubt, the Contractor must abide by the specific cultural protocols of the Language Owners and should not provide or disclose any secret knowledge and material of the Language Owners in delivering any Services and Deliverables to the Principal under this Agreement.
1. **Privacy**
	1. If the Contractor collects or has access to Personal Information in order to perform this Agreement, when performing this Agreement, the Contractor must:
		1. Comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) as if the Contractor were the Principal; or
		2. Otherwise – comply with the Australian Privacy Principles in the *Privacy Act 1988* (Cth).
	2. The Contractor must:
		1. Not transfer any Personal Information collected or accessed in connection with the Agreement, outside of Australia, except with the prior written consent of the Principal;
		2. Take any steps to prevent unauthorised use or disclosure of Personal Information collected or assessed in connection with the Agreement that are reasonably notified by the Principal; and
		3. Immediately notify the Principal upon becoming aware of:

(a) any breach of this clause 9; or

(b) any unauthorised access, use, modification, disclosure or other misuse of any Personal Information collected or accessed in connection with the Agreement.

1. **Subcontracting**
	1. The Contractor may only subcontract any part of its obligations under this Agreement to subcontractors with the Principal’s prior written consent.
	2. The Contractor will:
		1. ensure that all approved subcontractors have the appropriate rights to work in Australia, evidence of which must be provided by the Contractor upon the Principal’s request; and
		2. satisfy itself and must ensure that the subcontractor has the necessary suitability, reliability, safety systems, expertise and financial standing to carry out the Services to be subcontracted.
	3. The Contractor will ensure that any subcontract entered into by the Contractor for the purposes of fulfilling their obligations under the Agreement, imposes on the subcontractor the same obligations that the Contractor has under this Agreement insofar as those obligations relate to the subcontracted part of the Agreement (including this requirement in relation to subcontracts).
	4. Subcontracting any part of the Services does not relieve the Contractor from its liabilities or obligations under this Agreement and the Contractor will remain liable for any breach of this clause by its subcontractor.
2. **Warranties**
	1. Each party represents and warrants that:
		1. It has the right and authority to enter into and to perform its obligations under this Agreement;
		2. It owns all Intellectual Property Rights in the materials its grants a licence to under this Agreement, or where it is not the owner, has been granted the authority by the owner to exercise and grant the rights in this Agreement;
3. **Indemnity**

The Contractor indemnifies and keeps indemnified the Principal against all claims, losses, damages, liabilities, costs or expenses (including legal fees but excluding indirect or consequential losses) incurred or sustained by the Principal and its employees, agents and contractors as a direct result of any breach of a provision of this Agreement by the Contractor.

1. **Termination**

**Term**

* 1. This Agreement commences on the Commencement Date and will continue:
		1. until the Services and Deliverables have been provided; or
		2. until terminated by either party in accordance with this Clause 13.

**Mutual termination rights**

* 1. Either Party may terminate this Agreement by providing 30 days’ written notice.
	2. Without limiting any of their other rights and remedies, either Party may immediately terminate this Agreement by sending a written notice to the other Party if:
		1. Either Party breaches any of its obligations under this Agreement and the breach is not remedied, if it can be remedied, within 14 days of a written notice from the other party stating the breach and requiring it to be remedied; or
		2. The other party becomes insolvent or enters into a scheme of arrangement with its creditors or comes under external administration.

**Consequences of termination**

* 1. Upon termination of this Agreement, the Contractor will immediately:
		1. Stop performing the Services; and
		2. Return to the Principal all property and data belonging to the Principal in the Contractor’s possession.
	2. Upon termination of this Agreement, the Principal will pay to the Contractor the Fees and Expenses for all Services properly completed before and up to the date of termination substantiated to the reasonable satisfaction of the Customer and upon presentation of a valid tax invoice.
	3. Termination of the Agreement will not prejudice any rights or remedies already accrued to any Party under, or in respect of any breach of, this Agreement.
1. **Dispute Resolution**
	1. Neither Party may commence court proceedings or action against the other Party under or in connection with the Agreement (other than where urgent interlocutory relief is required) unless it has first attempted to resolve the dispute under this clause 14.
	2. Either Party may give the other a notice in writing (**dispute notice**) setting out the details of the dispute. Within 10 Business Days after the date on which a Party gives the other Party a dispute notice (**dispute notice date**), representatives of the Parties must meet and use reasonable endeavours to resolve the dispute.
	3. If the dispute is not resolved under clause 14.2, senior management representatives of the Parties must, within 20 Business Days after the dispute notice date, meet and use reasonable endeavours to resolve the dispute.
	4. If the dispute is not resolved under clause 14.3 within 30 Business Days after the dispute notice date (or such other time as agreed between the parties), the dispute must be referred to mediation according to clause 14.5.
	5. Where the dispute is referred to mediation, the parties:
		1. will conduct the mediation in Brisbane;
		2. will jointly appoint the mediator, or if the parties cannot agree on the mediator within 5 Business Days of referral to mediation, the Chairperson of the Queensland Chapter of the Resolution Institute will determine the mediator;
		3. may be legally represented at the mediation;
		4. will each bear their own costs concerning the mediation and will bear the costs of the mediation venue and the mediator equally; and
		5. will continue to perform their obligations under the Agreement notwithstanding the existence of a dispute to the extent practicable having regard to the nature of the dispute, unless the Parties agree otherwise in writing.
	6. If the mediation does not resolve the dispute, either Party may commence any other form of action to resolve the dispute, including court proceedings.
	7. This clause does not apply in relation to the exercising by the Customer of any rights under clause 13.
2. **General**

**Notices**

* 1. All notices required under this Agreement shall be in writing delivered by hand, post or email to the relevant address and contact listed for each Party in Item 1 or 2 of the Schedule, or as otherwise advised by the Parties from time to time. Notices will be regarded as being given by the sender and received by the addressee:
		1. If delivered by hand, on the date when delivered to the addressee;
		2. If sent by post within Australia, upon the expiry of five Business Days after the date on which it was sent; and
		3. If transmitted by email or other electronic transmission, upon receipt by the sender of an acknowledgement confirming that the notice has been properly transmitted to the recipient.

**Nature of the relationship**

* 1. The Contractor is engaged by the Principal as an independent contractor. The parties agree that they are not in partnership, agency or a contract of employment and cannot bind the other. Nothing contained in this document will be construed as constituting any other relation between the Parties.
	2. Subject to this Agreement, the parties acknowledge that the Contractor is solely responsible for controlling the manner in which the Contractor performs the services.

**Assignment**

* 1. No Party is entitled to assign any of its rights and obligations under this Agreement without the prior written consent of the other Party.

**Entire agreement**

* 1. This Agreement (including any schedules and annexures) represents the entire agreement between the Parties and supersedes all previous arrangements between the parties regarding its subject matter.

**Counterparts**

* 1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which will be taken together and deemed to be one instrument.

**Jurisdiction**

* 1. This Agreement shall be interpreted in accordance with and governed by the law in force in Queensland, Australia and in the event of any dispute arising, the dispute in question shall be subject to the jurisdiction of the courts in Queensland.

**SCHEDULE**

|  |  |
| --- | --- |
| **Item 1 – The Contractor** | Name of Person/Organisation: [insert details]ABN:Address:Contact Person:Phone:Mobile:Email:Address for Notices: |
| **Item 2 – School** | Name of School: [insert details]Address:Principal:Phone:Mobile:Email:Authorised Representative:Phone:Mobile:Email:Address for Notices: |
| **Item 3 – Language Program**  | [insert Language Program description]Language Owners: |
| **Item 4 – Services** | The Services to be provided by the Contractor are as follows: [insert details]*For example:** *Work with the Language Reference Group and teaching team to develop the Curriculum for the Language Program*
* *Record the Language and Culture Specialists for use in the Language Program (teaching and learning resources)*
* *Design and develop teaching and learning resources*
* *Report to Language Reference Group meetings*
* *Deliver draft and final versions of documents*
 |
| **Item 5 – Deliverables** | The Deliverables to be provided by the Contractor are as follows:[insert details]*For example:** *Draft Language Program Curriculum Years 4-6*
* *Draft Lesson Plans x 32*
* *Draft Teacher Resource sheets x 32*
* *Draft student language workbook Years 4-6*
* *Elder Language Knowledge videos x 4*
* *Final versions of all deliverables.*
 |
| **Item 6 – Key Personnel** | Name: [insert details]Mobile:Email:Name: [insert details]Mobile:Email: |
| **Item 7 – Fees**  | [Insert fees to be paid to the Contractor]e.g. As payment for the provision of the Services, the Contractor will be paid as follows:$X per hour + GST OR

|  |  |  |
| --- | --- | --- |
| **Item** | **Amount** | **Due Date/Payable** |
| e.g. Teaching Fee | $X per hour | On signing or list instalments |
| e.g. Recordings with Language and Cultural Specialists | $X per hour  | On completion of Recordings |
| e.g. Provision of draft Deliverables | $X  | Delivery of first draft |
| e.g. Provision of final Deliverables | $X | Delivery of final draft |

All Fees are exclusive of GST and are payable within 30 days of the Department receiving a valid tax invoice from the Contractor. |
| **Item 8 - Expenses** | List expenses that the Department agrees to pay.*For example** *Accommodation*
* *Travel Costs*
* *Meal allowance*
 |
| **Item 9 – Contractor’s Bank Account Details** | **Bank:****Account Name:****BSB:****Acc #:** |
| **Item 10 – Project Intellectual Property** | [Insert any specific uses that the Department and/or the Contractor can make of the Project Intellectual Property under Clause 6]Additional uses for the Department: e.g. archivingAdditional uses for the Contractor: Agreed uses for Language Owners: e.g. sharing in community[If so desired, insert details of specific project materials to be created; and detail the agreement about IP ownership and use by both Parties]

|  |  |
| --- | --- |
| **Material** | **Details – ownership and use** |
| e.g. Recordings of Language and Culture Specialist | e.g. Copyright to be transferred to Language and Culture Specialist using the forms provided.  |
| e.g. Teaching Resource | e.g. Copyright jointly owned by the Contractor and any contributors or co-authors (e.g. Language and Culture Specialist) (also consider if copyright to be jointly owned with the Department on behalf of the School). |
| e.g. Published book | e.g. Copyright owned by the Contractor Language Owners and the School to be acknowledged.Sharing of any royalties from sale between joint copyright owners. |

 |
| **Item 11 – Cultural Notice** | [Cultural Notice to be used where ICIP is published]This publication contains the language, traditional knowledge and/or traditional cultural expression of the [**Language Owners**].All rights reserved. Dealing with any part of the traditional knowledge and/or traditional cultural expression in this publication for any purpose that has not been authorised by the custodians is a serious breach of the customary law of the [**Language Owners**] and may breach the *Copyright Act 1968* (Cth). For enquiries about permitted reproduction, contact [insert details of contact person]. |
| **Item 12 – Special Conditions** | [Specify any other special conditions that have to be complied with, including in relation to language, culture, Language Reference Group governance, checking of deliverables]Special Condition - Blue cards* 1. If the Services to be provided in Item 4 involve working with students of the School, the Contractor:
		1. must comply with the *Working with Children (Risk Management and Screening) Act 2000* (Qld) and *Working with Children (Risk Management and Screening) Regulation 2020* (Qld) and ensure all personnel involved in delivering the Services have necessary and current Blue Cards (positive notices) required for working with children.
		2. warrants and represents to the Principal that:
1. The Contractor and all personnel involved in carrying out the Services hold a current Blue Card in accordance with this Special Condition, and will upon request from Us.
2. You have risk management strategies that comply with the requirements of the *Working with Children (Risk Management and Screening) Act 2000* (Qld) and *Working with Children (Risk Management and Screening) Regulation 2020* (Qld);
	* 1. must comply with any request from the Principal to provide a certified copy of each Blue Card of personnel involved in delivering the Services within the time requested by the Principal.
 |
| **Item 13 – Commencement Date** | [Insert date that Agreement will commence] |

**ANNEXURE A**

**LANGUAGE AND CULTURE SPECIALIST RELEASE (insert once finalised)**