

Standing Offer Arrangement (SOA) Details

Department of Housing and Public Works

SOA No: QGP0059-19

SOA Title: For the provision of Legal Services

Principal: State of Queensland (acting through the Department of Housing and Public Works)

Supplier: <<insert Supplier name>>



**Queensland
Government**

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Introduction

This SOA is for the supply of legal services to Eligible Customers.

The [Standing Offer Arrangement \(SOA\) Conditions](#) (**SOA Conditions**) apply to these SOA Details.

This document forms part of the SOA between the Principal and Supplier. Contracts made under the SOA will incorporate the [General Contract Conditions](#) and any additional terms agreed by the Principal and the Supplier in the SOA.

The Supplier and the Eligible Customer may not make any changes to this document or agree any additional terms in a Contract, except as set out in section 3.4 of Part B (Contract Departures – Principal’s changes). Changes which do not comply with these requirements do not form part of the SOA or the Contract.

The Queensland Procurement Policy encourages Eligible Customers to primarily source goods and services through an SOA where suitable for the purchase. Where the Principal appoints multiple Suppliers for an SOA, Eligible Customers may choose any SOA Supplier to source SOA goods and services.

The Supplier will work collaboratively with the Principal to ensure the benefits of purchasing from the SOA are achieved by Customers. Benefits for the Supplier and Customers accessing the SOA include:

Access to legal services	<ul style="list-style-type: none"> • High quality legal services that meet the broad range of legal needs • A wide mix of legal firms, including small-medium law practices, to facilitate better matching of legal resource to legal needs
Better value for money	<ul style="list-style-type: none"> • Reduced tendering and procurement costs and efficient processes • Competitive pricing by aggregating legal spend • Encourage use of alternative fee arrangements where appropriate • Helping to advance the government’s economic, environmental and social objectives
Better management of activity and expenditure	<ul style="list-style-type: none"> • Clear and consistent contractual arrangements, performance standards and reporting requirements • A centrally coordinated Panel Manager to manage performance and monitor and report on the panel to drive continuous improvement • Improved informed purchaser capability and active management of legal costs

General SOA Information

Standing Offer Arrangement (SOA) title	Legal Services
SOA Description	The provision of legal services across 14 categories of law and the provision of legal resources under a separate service area.
SOA reference number	QGP0059-19

1.1 SOA details

No.	Topic	Details
1	Principal	<p>Name: State of Queensland (acting through the Department of Housing and Public Works)</p> <p>ABN: 72 799 122 178</p>
2	Principal contact details	<p>Contact person: Director, Legal Services Coordination Unit, Department of Justice and Attorney-General</p> <p>Position: Panel Manager</p> <p>Street address: 50 Ann Street, Brisbane</p> <p>Postal address: GPO Box 149 Brisbane Qld 4002</p> <p>Email: panel.manager@justice.qld.gov.au</p> <p>All notices and other communications relating to the SOA are to be sent to the Principal at the details set out in this item, or any updated details that the Principal provides to the Supplier in writing.</p>
3	Supplier	<p>Name:</p> <p>ABN or ACN:</p>
4	Supplier contact details	<p>Contact Person:</p> <p>Position:</p> <p>Street address:</p> <p>Postal address:</p> <p>Email:</p> <p>Secondary Contact Person:</p> <p>Position:</p> <p>Street address:</p> <p>Postal address:</p> <p>Email:</p> <p>All notices and other communications relating to the SOA or a Contract are to be sent to the Supplier at the details set out in this item, or any</p>

No.	Topic	Details										
		updated details that the Supplier provides to the Principal or Customer in writing.										
5	SOA term	<p>This is the period of the standing offer, when Customers can enter into Contracts:</p> <p>Start date: 1 June 2020</p> <p>End date: 31 May 2024</p> <p>Extension options: The Principal at its entire discretion may extend the SOA Term for 1 x 2 years by written notice to the Supplier.</p> <p>The Principal may conduct refresh processes at mid-term (prior to 2 years) and prior to exercising extension options.</p>										
6	Cap on liability	<p>The cap on liability of the Customer and Supplier in relation to a Customer Contract is \$10 million per occurrence and \$20 million in the annual aggregate or as limited by law or binding scheme (specified below) but the Customer may require a higher cap on liability for certain engagements.</p>										
	Binding scheme	<p>If the Supplier seeks to limit its liability in accordance with a binding scheme under the <i>Professional Standards Act 2004</i> (Qld) then the scheme must be specified below and the limits of liability that apply:</p> <p>Binding Scheme applicable: Nil / Queensland Law Society</p> <p>Summary of liability cap: <<insert>></p> <p><i>Note: The Principal may require the Supplier to seek a higher maximum amount of liability under the binding scheme as provided by clause 4.1 of the Queensland Law Society Professional Standards Scheme to meet the cap on liability of \$10 million per occurrence and \$20 million in the annual aggregate.</i></p>										
7	Insurance	<p>Workers compensation insurance: As required by law</p> <p>Public liability insurance: Minimum amount: \$10 million per occurrence</p> <table border="1" data-bbox="584 1529 1426 1733"> <tr> <td>Policy Number</td> <td></td> </tr> <tr> <td>Insurer</td> <td></td> </tr> <tr> <td>Insured</td> <td></td> </tr> <tr> <td>Expiry Date</td> <td></td> </tr> </table> <p>Professional indemnity insurance:</p> <p>The Supplier must hold professional indemnity insurance as required by the Queensland Law Society. The amount of insurance must be at least as much as the applicable cap on liability (\$10 million per occurrence and \$20 million in the annual aggregate or as agreed by the Principal in accordance with a binding scheme under the Professional Standards Act 2004 (Qld)). The Customer may require a higher amount for certain engagements.</p> <table border="1" data-bbox="584 2018 1426 2069"> <tr> <td>Policy Number</td> <td></td> </tr> </table>	Policy Number		Insurer		Insured		Expiry Date		Policy Number	
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Insured								
Expiry Date								
8	Authorisations	Not applicable.						
9	Security requirements	<p>Financial Security: A financial security is not required under this SOA, however may be requested by an Eligible Customer for an individual Contract.</p> <p>Performance Guarantee A performance guarantee is not required under this SOA, however may be requested by an Eligible Customer for an individual Contract.</p>						
10	Confidentiality and Conflict/s of Interest	<p>Customers may require Suppliers to provide a Confidentiality, Privacy and Conflict of Interest Deed for individual Contracts.</p> <p>Conflict of Interest:</p>						
11	Approved Subcontractors	The Supplier’s approved subcontractors are:						

1.2 Supporting the Governments objectives

Has the Supplier made commitments in relation to supporting Queensland Government Objectives?	<p>Yes</p> <p>If YES, the Supplier is required to:</p> <ul style="list-style-type: none"> • comply with any reporting requirements detailed in Schedule 4 – SOA Governance • keep relevant policies, strategies and practices up to date in relation to: <ul style="list-style-type: none"> • fostering respectful, safe, supportive and equitable workplace cultures • helping prevent or address domestic and family violence • supporting local communities <p>The Principal may require the Supplier to provide a copy of relevant policies at any time during the SOA term.</p>
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Terms and Conditions of the SOA and Contract

3.1 Definitions and interpretation

The Definitions and Interpretation document applicable to the SOA and Contracts are available via [Whole-of-Government legal services panel](#).

Definitions and interpretation Changes

The definition of Eligible Customer is removed from the Definitions and Interpretations document.

3.2 SOA Conditions

The SOA Conditions which apply between the Principal and the Supplier are available via [Whole-of-Government legal services panel](#) as amended by the ITO.

3.3 Conditions that apply to the purchase of goods/services by the Customer (i.e. the Contract)

The General Contract Conditions that apply to the supply of the Services to a Customer under this SOA (i.e. the Contract) are available via [whole-of-Government Legal Services Panel](#) as amended by this ITO.

3.4 Departures – Principal’s changes to the SOA Conditions and Contract

The following departures to the SOA Conditions will apply to the SOA. Departures outlined in this section will take precedence over any other section of this document and the SOA Conditions.

Clause Number	SOA Conditions Changes
1.2	<p><u>Clause 1.2 of SOA Conditions is amended by replacing the first sentence with:</u></p> <p>The definitions and rules of interpretation in the document titled Definitions and Interpretation to SOA No QGP0059-19 apply to this SOA and are available via whole-of-Government Legal Services Panel.</p>
3A	<p><u>Clause 3(A) of SOA Conditions is added:</u></p> <p>Documents making up a Contract</p> <p>A Contract established under the SOA will be made up of the following documents, in descending order of precedence if there is an inconsistency between the documents:</p> <ul style="list-style-type: none"> (a) the documents which make up the SOA as set out in clause 1.2 of these SOA Conditions; and (b) the documents listed as making up the Contract as set out in the General Conditions of Contract. <p>A Contract established under the SOA may include additional provisions to the extent they are additional to and do not detract from the documents 3A(a) and (b).</p>
5	<p><u>Clause 5 of the SOA Conditions is amended to:</u></p> <p>Delete the first sentence.</p>
7	<p><u>Clause 7 of the SOA Conditions is amended to:</u></p> <p>Add after the last paragraph:</p> <p>Where the SOA has been established as part of a panel, the Principal may during the term of the SOA, appoint other Suppliers to the panel at the Principal’s discretion.</p>

Clause Number	SOA Conditions Changes
9(h)	<p><u>Clause 9(h) of the SOA Conditions is amended to:</u></p> <p>9(h) (Laws) comply with all Laws including the <i>Disability Discrimination Act 1992 (Cth)</i> and the <i>Modern Slavery Act 2018 (Cth)</i> (where applicable to the Supplier).</p>
9(j)	<p><u>Clause 9(j) of the SOA Conditions is amended to:</u></p> <p>9 (j) (insurance) must at its cost, take out and maintain, during the Term of the SOA and any Contracts entered into under the SOA, the insurances described in the SOA Details, on reasonable commercial terms which cover the Services subject to this SOA and any Contract established under this SOA. The Supplier must immediately notify the Principal if any policy is cancelled or there is any significant change in any of those policies. The Supplier must maintain run-off insurance for a minimum period of 6 years or such other period as specified in the SOA Details after the SOA and all Contracts under the SOA end, for all insurance policies which are maintained on a “claims made” basis. The Supplier must on request, promptly provide to the Principal a certificate of currency for each policy or such other satisfactory evidence the Principal may reasonably require to demonstrate that the Supplier has in place the insurance policies required. If the Supplier does not take out or maintain these policies, the Principal or Customer may take out those policies and the Supplier will be responsible for the Principal’s or Customer’s (as applicable) cost of doing so. Copies of Certificates of Currency issued by the Supplier’s insurer are to be forwarded to the Principal within five (5) Business Days of a request from the Principal; or of receipt of the Certificate of Currency by the Supplier when renewing or changing an insurance policy.</p>
9(p)	<p><u>Clause 9(p) is added to the SOA Conditions:</u></p> <p>The Supplier must not accept instructions to:</p> <p>(a) commence or act in proceedings against the Principal or Customer during the SOA Term; or</p> <p>(b) act where there is a Conflict of Interest,</p> <p>without the prior consent of the Principal (where proceedings are taken against the State of Queensland) or the relevant Customer (where proceedings are taken against a Customer), as applicable. The Principal and relevant Customer will act reasonably and expeditiously in determining their consent.</p>
9(q)	<p><u>Clause 9(q) is added to the SOA Conditions:</u></p> <p>(q) (policies) must comply with all policies, codes of conduct (including the Supplier Code of Conduct and the Ethical Supplier Threshold), rules, standards and procedures (‘policies’) which apply to the Supplier’s obligations under this SOA. If any new policies are introduced, or amendments made to any existing policies, which apply to the Supplier’s obligations under this SOA, the Supplier must comply with the new or amended policies.</p>
9(r)	<p><u>Clause 9(r) is added to the SOA Conditions:</u></p> <p>(r) (access and inspection) must, on reasonable prior written notice from the Principal, give the Principal or its nominated agent reasonable access to the Supplier’s premises where the Deliverables are being performed or produced, and to Supplier documentation, records and Personnel, to enable the Principal or a third party engaged by the Principal to verify:</p> <p>(i) the completeness and accuracy of information provided by the Supplier in connection with the SOA or associated Invitation Process, and</p> <p>(ii) the Supplier’s compliance with its obligations under the SOA and any Contracts;</p> <p>and, without limiting the Principal’s other rights, must promptly address any non-compliances notified by the Principal to the Supplier to rectify.</p>
9(s)	<p><u>Clause 9(s) is added to the SOA Conditions:</u></p> <p>(modern slavery) must not, and must take reasonable steps to ensure that its supply chain does not, undertake acts which could constitute an offence involving slavery or human trafficking.</p>

Clause Number	SOA Conditions Changes
9 (t)	<p><u>Clause 9(t) is added to the SOA Conditions:</u></p> <p>(modern slavery due diligence) must implement due diligence procedures for its supply chain to ensure compliance with the <i>Modern Slavery Act 2018</i> (Cth) where that Act applies to the Supplier.</p>
9(u)	<p><u>Clause 9(u) is added to the SOA Conditions:</u></p> <p>(work health and safety) without limiting the above, must at all times, comply and ensure that the Supplier's Personnel comply with all applicable work health and safety Laws and, if requested by the Principal, Customer or an Eligible Customer, provide copies of documents recording any work health and safety management system that it implements to comply with such work health and safety Laws</p>
12	<p><u>Clause 12(d) is replaced with:</u></p> <p>acknowledges that only SOA and Contract changes set out in the contract departures sections of the SOA Details form part of the SOA or any Contract (as applicable). However, a Contract may include additional provisions to the extent they are additional to, and do not detract from the documents in clause 3A(a) and (b);</p>
13(d)	<p><u>Clause 13(d) is added to the SOA Conditions:</u></p> <p>13(d) (liability cap in contracts)</p> <p>If the SOA Details specifies a cap on liability for all Contracts, that cap will apply to each Contract established under this SOA in relation to those liabilities which can be capped under the Contract.</p>
14	<p><u>Clause 14 to the SOA Conditions is replaced by:</u></p> <p>The Supplier releases, discharges and indemnifies the Principal and its Personnel from and against any Claim that may be brought against or made upon or incurred by any of them (whether in contract, tort including negligence, or otherwise) in connection with any:</p> <ul style="list-style-type: none"> (a) failure to comply with applicable law by, the Supplier or its Personnel; (b) Wilful Default or Wilful Misconduct by the Supplier or its Personnel; (c) claim of Intellectual Property Rights or Moral Rights infringement relating to the SOA; (d) breach of any warranty given in the SOA; (e) breach by the Supplier or its Personnel of any obligation under clause 18 (Confidentiality) or 19 (Privacy); (f) Claim by a third party arising out of any negligent act or omission of the Supplier or its Personnel in the performance of the Supplier's obligations under the SOA, <p>except to the extent that the Principal or its Personnel caused or contributed to the Claim.</p>
20	<p><u>Change heading of Clause 20 to "Warranties"</u></p>
20.1	<p><u>Clause 20.1 to the SOA Conditions is amended to:</u></p> <p>20.1 Anti-competitive conduct</p> <p>After the words "The Supplier warrants that neither it, nor", add the words "to the best of its knowledge and belief, having made reasonable enquiries".</p>
20.2	<p><u>Clause 20.2 to the SOA Conditions is amended to:</u></p> <p>20.2 Conflict of Interest</p> <p>The Supplier warrants that it and, to the best of the Supplier's knowledge, after having made all reasonable enquiries, its Personnel do not have a Conflict of Interest in the performance of this SOA, except as disclosed in the SOA Details.</p>

Clause Number	SOA Conditions Changes
	<p>If the Principal requests, the Supplier must obtain from its Personnel a signed Conflict of Interest declaration in a form acceptable to the Principal.</p> <p>If a Conflict of Interest or risk of it arises during the Term of the SOA or any Contract established under the SOA, the Supplier must notify the Principal immediately. Upon receipt of such a notice, or upon the Principal otherwise identifying a Conflict of Interest or risk of it, the Principal may, without limiting its rights under clause 21, direct the Supplier as to how to resolve the Conflict of Interest, and the Supplier must comply with any reasonable direction given.</p>
20.3	<p><u>Clause 20.3 Criminal organisation is amended to:</u></p> <p>The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made all reasonable enquiries, its Personnel, have not been convicted of an offence under the <i>Criminal Code in the Criminal Code Act 1899 (Qld)</i> where one of the elements of the offence is that this person is a participant in a criminal organisation within the meaning of the <i>Criminal Code</i>.</p>
20.4	<p><u>Clause 20.4 is added to the SOA Conditions:</u></p> <p>Modern Slavery</p> <p>The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made all reasonable enquiries, its supply chain, have not been convicted of any offence involving slavery or human trafficking.</p> <p>The Supplier must immediately notify the Principal if it becomes aware of any actual, potential or perceived slavery or human trafficking in its operations or its supply chain which has a connection with the SOA and/or any Contract entered into under the SOA.</p>
20.5	<p><u>Clause 20.5 is added to the SOA Conditions:</u></p> <p>Supplier Information</p> <p>The Supplier warrants that all representations, warranties, declarations, statements, information and documents made or provided by the Supplier (including its representatives) in connection with the SOA or the associated Invitation Process (“Supplier Information”) are complete, accurate, up-to-date and not misleading in any way. The Supplier must immediately tell the Principal if any Supplier information is or becomes incomplete, inaccurate, and out of date or misleading in any way.</p>
20.6	<p><u>Clause 20.4 (Warranties are ongoing) to the SOA Conditions is now Clause 20.6</u></p>
21.4	<p><u>Retitle clause 21.4 to clause 21.6 and amend it by adding the following words to the end of the first sentence:</u></p> <p>‘unless that Contract specifies otherwise’ after the words ‘or any Contract’</p>
21.4	<p><u>Add a new Clause 21.4</u></p> <p>Clause 21.4 Show Cause-Supplier code of conduct and Ethical Supplier Threshold.</p> <p>Where the Principal reasonably suspects that the Supplier is not complying with the Supplier Code of Conduct or the Supplier Threshold, the Principal may by notice require the Supplier to show cause, by the date specified in the notice (which must not be less than 5 Business Days), why the Principal should not terminate the SOA.</p> <p>If the Supplier fails to show reasonable cause by the date specified by the Principal, then the Principal may, by notice in writing to the Supplier, terminate the SOA.</p>

Clause Number	SOA Conditions Changes
21.5	<p><u>Add a new Clause 21.5:</u></p> <p>Clause 21.5 Notice of Termination or Suspension</p> <p>A notice issued under this clause which is sent via email must also be sent by post or hand delivery and will not be deemed to be given until the notice is deemed to be delivered by post or hand delivery.</p>
24	<p><u>Clause 24 (GITC translated references) – intentionally deleted</u></p>
26	<p><u>Clause 26 is added to the SOA Conditions:</u></p> <p>Personnel</p> <p>(a) (responsibility) The Supplier must ensure that its Personnel comply with all the obligations of the Supplier under this SOA and any Contract under the SOA, and the Supplier is fully responsible for all acts and omissions of its Personnel, as though they were acts or omissions of the Supplier.</p> <p>(b) (not employees of the Principal or Customer) The Supplier is not, and Supplier Personnel are not, employees of the Principal or a Customer.</p> <p>(c) (industrial relations) The Supplier must comply with all Laws, applicable awards, collective agreements and industrial relations instruments, including those in relation to collective bargaining and the role of trade unions.</p> <p>(d) (Key Personnel) In providing the Services the Supplier must:</p> <ul style="list-style-type: none"> (i) ensure that the Key Personnel perform the roles allocated to them in the SOA Details and devote sufficient time to the role they are retained to perform so that their role is performed efficiently, skilfully and in accordance with the SOA and a Contract; and (ii) promptly provide information reasonably requested about any Key Personnel. <p>(e) (background checks) If required by the Principal, prior to permitting any Personnel to be involved in the supply of any Services under the SOA, the Supplier must seek the prior written consent of such Personnel for:</p> <ul style="list-style-type: none"> (i) the Principal to conduct a criminal history check and/or any other checks required by the Principal and disclose the results to the Supplier; or (ii) the Supplier to conduct and provide to the Principal an original or certified copy of the results of, a criminal history check and/or any other checks required by the Principal for such Personnel. <p>(f) If the Supplier is unable to obtain the consent of such Personnel for the purposes of clause 26(e), the Supplier must not allow those Personnel to be involved in the supply of any Services under the SOA, unless the Principal otherwise consents.</p> <p>(g) (convictions) The Supplier must notify the Principal promptly if it becomes aware during the Term that any of its Personnel have been convicted of an indictable offence, whether recorded in Queensland or elsewhere, to the extent permitted by Law.</p> <p>(h) (removal) If the Principal requires, at its discretion and without having to give reasons, the Supplier must not permit the Personnel to commence performance under the SOA, or promptly remove the Personnel used in performance of the SOA, and replace them with other Personnel acceptable to the Principal, at no additional cost to the Principal.</p>
5	<p>Clause 5 Eligible Customers is replaced with the following:</p> <p>5 Eligible Customers All of the following entities are eligible Customers under the SOA:</p> <p>(a) Queensland Government department</p>

Clause Number	SOA Conditions Changes
	<p>(b) Queensland Government agencies accepted by the Panel Manager to opt in to the whole of government legal services panel;</p> <p>(c) Queensland Government Bodies accepted by the Panel Manager to opt in to the whole of government legal services panel;</p> <p>(d) any entity which is directly or indirectly, partially or entirely funded by the State of Queensland, and/or a community based, non-profit making organisation performing community services, and/or another entity accepted by the Panel Manger to opt in to the whole of government legal services panel;</p> <p>(e) the Commonwealth, another State or a Territory Government accepted by the Panel Manger to opt in to the whole of government legal services panel.</p> <p>The Supplier acknowledges that provisions of these SOA Conditions are intended for the benefit of eligible Customers and may be enforced by the Principal on behalf of all eligible Customers. The Supplier acknowledges that eligible Customers do not have any obligations to the Supplier under the SOA.</p>

Departures – Principal’s changes to the General Contract Conditions

The following departures will apply to the General Contract Conditions which will apply to Contracts established under the SOA. Departures outlined in this section will take precedence over any other section of this document and the General Contract Conditions.

Clause No	General Contract Conditions (i.e. between the Customer and Supplier)
1.2	<p><u>Clause 1.2 of the General Contract Conditions is amended to:</u></p> <p>The definitions and rules of interpretation in the document titled ‘Definitions and Interpretation which apply to this Contract are available via whole-of-Government Legal Services Panel.</p>
5(f)	<p><u>Clause 5 (f) of the General Contract Conditions</u></p> <p>Clause 5(f) of the General Contract Conditions is deleted.</p>
5(g)	<p><u>Clause 5(g) of the General Contract Conditions is amended to:</u></p> <p>(g) (policies) must comply with all policies, Codes of Conduct (including the Supplier Code of Conduct and the Ethical Supplier Threshold), rules, standards and procedures (‘policies’) which apply to Deliverables and/or the Supplier’s obligations under this Contract. If any new policies are introduced, or amendments made to any existing policies, which apply to the Deliverables and/or the Supplier’s obligations under this Contract, the Supplier must comply with the new or amended policies.</p>
5(l)	<p><u>Clause 5(l) of the Conditions of Contract is amended to:</u></p> <p>5(l) (Laws) comply with all Laws including the <i>Disability Discrimination Act 1992</i> (Cth) and the <i>Modern Slavery Act 2018</i> (Cth) (where applicable to the Supplier).</p>
5(n)	<p><u>Clause 5(n) of the General Contract Conditions is amended to:</u></p> <p>Remove the words “in Australia”.</p>
5(p)	<p><u>Clause 5 (p) of the General Contract Conditions</u></p> <p>Clause 5 (p) of the General Contract Conditions is deleted.</p>
6	<p><u>Clause 6 of the General Contract Conditions</u></p> <p>Clause 6 of the General Contract Conditions is deleted.</p>

Clause No	<u>General Contract Conditions (i.e. between the Customer and Supplier)</u>
7.1	<p><u>Add to clause 7.1 after the existing wording, an extra sentence which reads:</u></p> <p>The Supplier's use of subcontractors will not transfer responsibility to the subcontractor nor will it relieve the Supplier from its liabilities and obligations under the Contract.</p>
7.2	<p><u>Clause 7.2 of the General Contract Conditions is replaced by:</u></p> <p>(a) (background checks) If specified in the Details or otherwise required by the Customer, prior to permitting any Personnel to be involved in the supply of any Deliverables under the Contract, the Supplier must seek the prior written consent of such Personnel for:</p> <ul style="list-style-type: none"> (i) the Customer to conduct a criminal history check and/or any other checks required by the Customer and disclose the results to the Supplier; or (ii) the Supplier to conduct and provide to the Customer an original or certified copy of the results of, a criminal history check and/or any other checks required by the Customer for such Personnel. <p>(b) If the Supplier is unable to obtain the consent of such Personnel for the purposes of clause 7.2(a), the Supplier must not allow those Personnel to be involved in the supply of any Deliverable under the Contract, unless the Customer otherwise consents.</p> <p>(c) (responsibility) The Supplier must ensure that its Personnel comply with all the obligations of the Supplier under this Contract, and the Supplier is fully responsible for all acts and omissions of its Personnel, as though they were acts or omissions of the Supplier.</p> <p>(d) (not Customer employees) The Supplier is not, and Supplier Personnel are not, employees of the Customer.</p> <p>(e) (convictions) The Supplier must notify the Customer promptly if it becomes aware during the Term that any of its Personnel have been convicted of an indictable offence, whether recorded in Queensland or elsewhere, to the extent permitted by Law.</p> <p>(f) (removal) If the Customer requires, at its discretion and without having to give reasons, the Supplier must not permit the Personnel to commence performance under the Contract, or promptly remove from the Customer's premises and/or the performance of this Contract, any Personnel used in performance of the Contract, and replace them with other Personnel acceptable to the Customer, at no additional cost to the Customer.</p> <p>(g) (industrial relations) The Supplier must comply with all Laws, applicable awards, collective agreements and industrial relations instruments, including those in relation to collective bargaining and the role of trade unions.</p>
12	<p><u>Clause 12 of the General Contract Conditions is replaced by:</u></p> <p>The Supplier releases, discharges and indemnifies the Customer and its Personnel from and against any Claim that may be brought against or made upon or incurred by any of them (whether in contract, tort including negligence, or otherwise) in connection with any:</p> <ul style="list-style-type: none"> a) failure to comply with applicable law by, the Supplier or its Personnel; b) Wilful Default or Wilful Misconduct by the Supplier or its Personnel; c) claim of Intellectual Property Rights or Moral Rights infringement relating this Contract or the Deliverables; d) breach of any warranty given in this Contract; e) breach by the Supplier or its Personnel of any obligation under clause 16 (Confidentiality) or 17 (Privacy); f) Claim by a third party arising out of any negligent act or omission of the Supplier or its Personnel in the performance of the Supplier's obligations under the Contract," <p>except to the extent that the Customer or its Personnel caused or contributed to the Claim.</p>

Clause No	<u>General Contract Conditions (i.e. between the Customer and Supplier)</u>
14.2	<p><u>Clause 14.2 of the General Contract Conditions is amended to:</u></p> <p>New Intellectual Property Rights created or developed in performing the Contract are owned by the Customer unless the parties agree otherwise in the Details. The Supplier must ensure that during the Term of the Contract, the new Intellectual Property Rights are used or supplied only for the purposes of the Contract.</p>
16(g)	<p><u>Clause 16(g) of the General Contract Conditions is replaced by:</u></p> <p>(g) Notwithstanding clause 16(f), the Supplier may retain its working papers (in any medium) which may include, refer to, or incorporate a copy of any Confidential Information of the Customer and Customer Data, to the extent required by Law, or for the Supplier's reasonable internal credit, risk, insurance, legal and professional responsibilities.</p>
18	<p><u>Clause 18 of the General Contract Conditions is amended to:</u></p> <p>Amend the clause heading to "Warranties"</p>
18.1	<p><u>Clause 18.1 of the General Contract Conditions is amended to:</u></p> <p>After the words "The Supplier warrants that neither it nor", insert the words "to the best of the Supplier's knowledge and belief, having made all reasonable enquiries".</p>
18.2	<p><u>Clause 18.2 of the General Contract Conditions is amended to:</u></p> <p>At the beginning of clause 18.2 after the words "The Supplier warrants that it and", insert the words "to the best of the Supplier's knowledge and belief, having made all reasonable enquiries."</p> <p>Add after the last paragraph:</p> <p>If a Conflict of Interest or risk of it arises during the Term, the Supplier must notify the Customer immediately. Upon receipt of such a notice, or upon the Customer otherwise identifying a Conflict of Interest or a risk of it, the Customer may, without limiting its rights under clause 20, direct the Supplier as to how to resolve the Conflict of Interest and the Supplier must comply with any reasonable direction given.</p>
18.3	<p><u>Clause 18.3 Criminal organisation is amended to:</u></p> <p>The Supplier warrants that the Supplier and, to the best of its knowledge and belief having made all reasonable enquiries, its Personnel, have not been convicted of an offence under the Criminal Code in the <i>Criminal Code Act 1899 (Qld)</i> where one of the elements of the offence is that this person is a participant in a criminal organisation within the meaning of the Criminal Code.</p>
18.4	<p><u>A new clause 18.4 is added to the General Contract Conditions:</u></p> <p>18.4 Modern Slavery</p> <p>The Supplier warrants that neither the Supplier or any of its officers, employees, agents and/or sub-contractors or other persons associated with it has been convicted of any offence involving slavery or human trafficking.</p> <p>The Supplier must notify the Customer as soon as it becomes aware of any actual, potential or perceived slavery or human trafficking in a supply chain which has a connection with the Contract</p>
18.5	<p><u>A new clause 18.5 is added to the General Contract Conditions:</u></p> <p>18.5 Supplier Information</p> <p>The Supplier warrants that all representations, warranties, declarations, statements, information and documents made or provided by the Supplier (including its representatives) in connection with the Contract or the associated Invitation Process ("Supplier Information") are complete, accurate, up to date and not misleading in any way. The Supplier must immediately tell the Customer if any Supplier Information is or becomes incomplete, inaccurate, out of date or misleading in any way.</p>
18.6	<p><u>Clause 18.4 (Warranties are ongoing) to the SOA Conditions is now Clause 18.6</u></p>

Clause No	<u>General Contract Conditions (i.e. between the Customer and Supplier)</u>
20.1	<p><u>Amend Clause 20.1 to the General Contract Conditions to:</u></p> <p>Delete the full-stop at the end of clause 20.1 (e) and insert the word “or”</p> <p>Add “(f) A Supplier’s Key Personnel is no longer available to perform the roles allocated to them in the Details and no replacement Key Personnel has been accepted by the Customer.”</p>
20.7	<p><u>Clause 20.7 is added to the General Contract Conditions:</u></p> <p>Notice of termination or suspension</p> <p>A notice issued under this clause or under clause 20A which is sent via email must also be sent by post or hand delivery and will not be deemed to be given until the notice is deemed to be delivered by post or hand delivery.</p>
20.8	<p><u>Clause 20.8 is added to the General Contract Conditions:</u></p> <p>20.8 Transition Out</p> <p>The Customer may request the Supplier to assist with transition out at any time before the expiry of the Contract or after receiving or issuing a notice of termination under this clause 20 or 20A. Upon receiving such a request, the Supplier must provide all services reasonably necessary to effect transition out, as requested by the Customer (“transition out services”). Transition out services may include:</p> <ul style="list-style-type: none"> a) transferring data and documentation to the Customer or a third party as the Customer directs; b) continued provision of the Deliverables after the Contract ends; and c) any other services agreed in writing between the Supplier and the Customer. <p>If this Contract is terminated under clause 20.1 or clause 20A, the Supplier will bear its own costs of providing the transition out services. Otherwise, the costs of providing the transition out services are to be agreed between the parties.</p> <p>Unless otherwise agreed in writing, the Supplier must provide the transition out services to the Customer for a period of 3 months before, and 6 months after the effective date of termination or expiry.</p>
20(A)	<p><u>Clause 20(A) is added to the General Contract Conditions:</u></p> <p>Show Cause – Supplier Code of Conduct and Ethical Supplier Threshold</p> <p>Where the Customer reasonably suspects that the Supplier is not complying with the Supplier Code of Conduct and the Ethical Supplier Threshold, the Customer may by notice require the Supplier to show cause, by the date specified in the notice (which must not be less than 5 Business Days), why the Customer should not terminate the Contract.</p> <p>If the Supplier fails to show reasonable cause by the date specified by the Customer, then the Customer may, by notice in writing to the Supplier, terminate the Contract.</p>
21	<p><u>Clause 21 is amended by:</u></p> <p>Replace the word “Contractor” with “Supplier” wherever it occurs in the clause.</p>

Forming the SOA and Contracts

4.1 Agreement by Supplier

By signing below the Supplier has agreed to enter into a SOA with the Principal and supply Goods and/or Services to Customers under the terms and conditions of any Contract formed in accordance with the SOA. If the Principal requests, the Supplier must provide evidence that the signatory is properly authorised to execute this document.

Date	
EXECUTED for and on behalf of:)
.....)
Name of Supplier	) Signature of authorised representative
by its authorised representative, in the	) By executing this agreement the signatory warrants that the
presence of:	) signatory is duly authorised to execute this agreement on
.....	) behalf of the Supplier
Signature of witness)
.....	) Name of authorised representative (block letters)
Name of witness (block letters))
.....	) Position of authorised representative
.....)

4.2 Agreement by Principal

By signing below the Principal has agreed to enter into a SOA with the Supplier for the supply of Goods and/or Services covered by the SOA.

Date	
EXECUTED for and on behalf of:)
.....)
DEPARTMENT OF HOUSING AND PUBLIC	) Signature of authorised representative
WORKS	) By executing this agreement the signatory warrants that the
by its authorised representative, in the	) signatory is duly authorised to execute this agreement on behalf
presence of:	) of the Principal
.....)
Signature of witness	) Name of authorised representative (block letters)
.....)
Name of witness (block letters)	) Position of authorised representative
.....)

Schedule 1 – Requirements

The Supplier must provide the Services specified below to Customers, in accordance with the Requirements described in this Schedule.

1 Legislation, policy, procedures, directives and code of conduct

The Supplier must be aware of and comply with (and must ensure that their Personnel are aware of and directed to comply with) all Laws, policies, procedures, directives, guidelines and codes of conduct relevant to the provision of the Services to the Customer, where applicable, including, but not limited to:

- (a) *Fair Work Act 2009* (Cth)
- (b) *Anti-Discrimination Act 1991* (Qld)
- (c) *Public Sector Ethics Act 1994* (Qld)
- (d) *Public Interest Disclosure Act 2010* (Qld)
- (e) *Public Service Act 2008* (Qld)
- (f) *Health Services Act 1991* (Qld)
- (g) *Information Privacy Act 2009* (Qld)
- (h) *Disability Discrimination Act 1992* (Cth)
- (i) *The Modern Slavery Act 2018* (Cth)
- (j) *The Public Records Act 2002* (Qld)
- (k) *Human Rights Act 2019* (Qld)
- (l) Any occupational health and safety legislation applicable to the Supplier
- (m) Relevant industrial relations and workplace health and safety policies
- (n) Ethical Supplier Threshold
- (o) Supplier Code of Conduct
- (p) Model Litigant Principles
- (q) Information Standards including IS18 and 33
- (r) The Queensland Government Information Security Framework
- (s) The Queensland Government's Travel Policy
- (t) Directive 9/11 and 20/16
as updated or amended from time to time

The Supplier warrants that it understands its obligations under all applicable workplace relations, occupational health and safety and workers' compensation laws and regulations.

2 Mandatory Requirements

2.1 Suppliers who are awarded as a panel Supplier to Categories 1 to 14 will be required to meet the following mandatory requirements during the SOA Term:

- (a) the Supplier must operate a Law Practice in Queensland.
- (b) the Supplier must hold professional indemnity insurance as required by the Queensland Law Society. The amount of insurance must be at least as much as the applicable cap on liability (\$10 million per occurrence and \$20 million in the annual aggregate or as agreed by the Principal in accordance with a binding scheme under the *Professional Standards Act 2004* (Qld)). The Customer may require a higher amount for certain engagements.
- (c) the Supplier must hold workers compensation insurance as required by law and public liability insurance (\$10 million per occurrence).
- (d) the Supplier must accept the terms and conditions of the SOA and Contract.
- (e) Nominated Key Personnel must be Australian Legal Practitioners.
- (f) the Supplier must sign up to the National Pro Bono Target set by the Australian Pro Bono Centre. This mandatory requirement does not apply to a Small Business.
- (g) the Supplier must comply with the Principal's reporting requirements.
- (h) the Supplier must comply with the Ethical Supplier Threshold.

2.2 Suppliers who are awarded as a panel Supplier to Category 15 (Legal Resources) will be required to meet the following mandatory requirements during the SOA Term:

- (a) the Supplier must operate a Law Practice in Queensland.
- (b) the Supplier must hold professional indemnity insurance as required by the Queensland Law Society. The amount of insurance must be at least as much as the applicable cap on liability (\$10 million per occurrence and \$20 million in the annual aggregate or as agreed by the Principal in accordance with a binding scheme under the *Professional Standards Act 2004* (Qld)). The Customer may require a higher amount for certain engagements.
- (c) the Supplier must hold workers compensation insurance as required by law and public liability insurance (\$10 million per occurrence).
- (d) Lawyers must be Australian Legal Practitioners.
- (e) the Supplier must accept of the terms and conditions of the SOA and Contract.
- (f) the Supplier must be licensed as a Labour Hire Provider where required under the *Labour Hire Licensing Act 2017* (Qld) or provide evidence of exemption.
- (g) the Supplier must comply with the Principal's reporting requirements.
- (h) the Supplier must comply with the Ethical Supplier Threshold.

3 Information security

- 3.1 The Supplier will have access to and be responsible for a significant amount of information therefore appropriate security controls must be in place to protect this information from unauthorised use, accidental modification, loss or release. The Supplier will be required to have:
- an appropriate information security and information privacy culture within their workplace.
 - implemented security measures commensurate with the information's sensitivity.
 - adhere to all legal and legislative requirements.
- 3.2 As a guide to the Principal's Information Security requirements of the Supplier under this SOA, the Supplier can access the following Queensland Government web site: <https://www.qgcio.qld.gov.au/documents/information-security-policy> and peruse the Information Standards which apply to the Queensland Government and, under this SOA, will also be relevant to the Supplier.

3.3 The Principal draws attention to **clause 19(b)** of the SOA Conditions, that offshoring requires the prior written consent from the Principal (which may not be granted). The Supplier must, throughout the SOA term, advise the Principal if any portions of their proposed Services will be off-shored.

4 Website/online services

4.1 Where the Supplier provides internet-based services, the System used to deliver such services must comply with the following as a minimum:

(a) it is highly desirable that the System is hosted onshore in Australia (including data backup and disaster recovery); this may be cloud hosted. The Supplier must comply with:

- [Australian Government Privacy and Cloud Computing Framework](#)
- [Queensland Government Cloud Computing Strategy](#)
- [Information Security IS18](#)

(b) the privacy of the data from or collected on behalf of a Queensland Government department or agency stored on a cloud computing or externally hosted service must be maintained in accordance with the [Queensland Information Privacy Act 2009](#), and [Information Access and Use \(IS33\)](#). This includes the protection of user’s identities.

(c) Customer Data is considered Confidential Information. The Supplier’s use of Customer Data is limited as per Clause 17 Customer Data of SOA Conditions The Supplier is prohibited from:

- profiling
- data mining
- advertising
- conducting analytics

in relation to the Customer Data without the prior written consent from the Principal.

(d) the System and the Supplier’s processes must adhere to the [Queensland Government Information Security Framework](#). The Queensland Government Information Security Classification Framework (QGISCF) sets the minimum requirements for information assets and determines the appropriate level of security classification that needs to be applied, specifying how information assets across the Queensland Government must be handled. Data captured under this SOA will be classified in accordance with QGISCF.

(e) the System must be available at the following times and locations:

Service times	Duration	Location/s
Core business hours	6am-7pm	Whole of State
Non-core business hours	7pm-6am	Whole of State

(f) the Principal prefers that planned system outages occur during non-core business hours.

5 Scope of SOA

5.1 General Goods and Services, within Portfolio Strategy, within the Department of Housing and Public Works, is responsible for enabling and supporting an agency-led, centrally enabled procurement model. The model drives innovation and best practice into how the government procures goods and services, leveraging its significant spend to meet its economic, social, community, regional and environmental policy objectives.

5.2 The Services provided under this SOA have been divided into:

(a) eight (8) areas of law including 14 legal services categories that align to the priority needs identified by government departments.

(b) one (1) service area for the supply of legal resources.

The Supplier must provide the Services specified below to Customers, in accordance with the Requirements described in this Schedule.

5.3 The Supplier must provide the Services on a state-wide basis.

6 Description of services

6.1 The Supplier has been appointed to the panel to provide the legal services in the practice of Law to Customers in the categories listed in the SOA Details:

Areas of Law	Category
Major Projects	1. Major Projects
Property, Planning and Environment	2. General and Transactional Property
	3. Planning and Environment
	4. Energy & Resources
	5. Compulsory Acquisitions
	6. Building and Construction
Corporate and Commercial	7a. General Corporate and Commercial
	7b. Competition Law
	7c. Banking and Finance
	8. Taxation and Revenue
Workplace and Industrial	9. Workplace and Industrial
Information and Communications Technology and Intellectual Property	10. Technology & Intellectual Property
Litigation and Dispute Resolution	11. General Litigation
	12. Prosecutions and Advocacy
Health Law	13a. Health Law
	13b. Insurance Matters Including Medico Legal Claims
Public Law	14. Public Law/Administrative Law
Service Area	15. Legal Resourcing at Customer Premises

6.2 The structure of the panel and a description of the categories is included in **Annexure A to Schedule 1 – Panel Structure**. The Customer and Supplier may agree additional Requirements for Services in the Contract.

6.3 The Principal reserves the right to change the structure and composition of the panel at any time during the SOA term. In addition, the Principal may conduct a refresh processes at mid-term (prior to 2 years) and prior to exercising extension options. The refresh processes are optional and at the entire discretion of the Principal, for categories of law selected by the Principal.

6.4 The Customer may at any time elect to reclassify a matter from one category to another category. The Customer may approve the Supplier continuing to provide the Services on that matter even if the Supplier has not been appointed to the category to which the matter has been reclassified. Alternatively, the Customer may elect to engage a new Supplier in the category to which the matter has been reclassified to provide the Services in the matter. The existing Supplier must then immediately transfer all Customer information held by that Supplier to the new Supplier and provide

all such transitional assistance as may be reasonably necessary or requested by the Principal or the Customer.

7 Value add services

The Supplier will provide the value add services listed in **Attachment B – Pricing Schedule, Relationship Managers and Key Personnel**.

8 Transition out services

At the end of the SOA term, where the SOA is terminated in accordance with the SOA Conditions or where the Contract expires or is terminated in accordance with the General Contract Conditions, Suppliers must provide all such transitional assistance as may be reasonably necessary or requested by the Principal to facilitate the smooth transition of any relevant information, knowledge, systems or assets from the Supplier to the Principal or the Customer.

9 Model Litigant Principles

In providing the Services, the Supplier agrees to comply with the Model Litigant Principles and any other directives or guidelines in relation to legal services issued by the Queensland Government or the Attorney-General as communicated to the Supplier from time to time. The Model Litigant Principles are available via: <https://www.justice.qld.gov.au/justice-services/legal-services-coordination-unit/legal-service-directions-and-guidelines/model-litigant-principles>.

10 Performance standards

- 10.1 The Services provided by the Supplier must meet the general standards and performance requirements set out in Schedule 3 - Performance Measurement and Review. These will be measured by quarterly reports provided by Suppliers to the Panel Manager, customer satisfaction surveys and an annual review meeting as set out in Schedule 3 - Performance Measurement and Review and Schedule 4 - SOA Governance.
- 10.2 The Services provided by the Supplier in connection with medico legal claims in category 13 Health Law must also comply with the service requirements set out in Annexure B to Schedule 1 - Service requirements for medico legal claims.
- 10.3 Customers may require additional performance requirements in relation to the Services from time to time. Where those additional performance requirements apply to a category to which a Supplier has been appointed, the Panel Manager will inform the relevant Suppliers.
- 10.4 **Requirements and Timelines**

The Supplier must meet the following timelines in the performance of the Services:

Requirement	Description	Timeframe
Conflict of Interest upon instructions	The Supplier must make diligent inquiry as to whether it or its Personnel have any Conflicts of Interest if it were to provide the Services specified in the SOA Order and either confirm no Conflict of Interest or provide details of any Conflict of Interest to the Customer.	Immediately upon receipt of SOA Order but no later than one Business Day following receipt of SOA Order.
	The Supplier must not commence performing the Services until approved by the Customer.	If the Customer requests urgent assistance prior to issuing an SOA Order, a Conflict of Interest

Requirement	Description	Timeframe
		confirmation must be provided within one Business Day of receiving an urgent assistance request.
Conflict of Interest during engagement	The Supplier must monitor Conflicts of Interest during the engagement and report to the Customer if a Conflict of Interest arises during the engagement and the steps taken to resolve the Conflict of Interest. The Supplier must not continue to perform the Services until approved by the Customer.	Immediately upon becoming aware of a Conflict of Interest.
Acknowledge receipt of SOA Order	The Supplier must acknowledge receipt of an SOA Order by email to the Customer contact person.	Within one Business Day of receipt of the SOA Order request
Quotes	The Supplier must provide an initial quote including the approach to the matter, Key Personnel and cost management strategy.	Within three Business Days of receipt of an SOA Order or the timeframe requested by the Customer.
	The Supplier must provide a detailed project management plan for major projects and complex matters (if requested by the Customer).	Within 10 Business Days of receipt of the Contract or the timeframe requested by the Customer.
	The Supplier must notify the Customer in writing if it becomes aware that the total price is likely to exceed the quote given in the SOA Order (or as otherwise varied with the consent of the Customer).	The notice must be given as soon as the Supplier becomes aware, but no later than the time the costs accrued or incurred reach 80% of the quote provided.
Responses to email and telephone communication	Urgent requests for telephone advice.	Must be responded to promptly.
Final report	The Supplier must provide a final matter report (if requested by the Customer) to the Customer.	Within five Business Days of the conclusion of the matter the subject of the Contract.

11 Relationship Manager and Key Personnel

11.1 Relationship Manager

The Supplier's panel and category relationship managers are set out in **Attachment B – Pricing Schedule, Relationship Managers and Key Personnel**. The relationship managers are responsible for the delivery of the Services in accordance with the requirements of the SOA. The relationship managers must perform the governance roles set out in Schedule 4 and will act as contact points between the Principal, Customer and the Supplier.

11.2 Key Personnel

The Services provided under the SOA will be undertaken by the Supplier's nominated Key Personnel having regard to the required relevant experience and qualifications. The Supplier's Key Personnel are listed in **Attachment B – Pricing Schedule, Relationship Managers and Key Personnel**. Key Personnel may be replaced from time to time in accordance with the table below.

The Supplier and their nominated Key Personnel must comply with applicable and current legislation, standards and guidelines and any that may be introduced or varied during the SOA Term which will govern the provision of these Services.

The Panel Manager may request that an updated résumé of any Key Personnel be provided to it at any time during the SOA Term.

The Supplier must advise where a Key Personnel is no longer available to provide services under the SOA.

In addition to any requirements set out in the SOA Conditions, the Supplier must not remove or replace the Key Personnel unless:

- (a) the proposed replacement has equal or superior skills, training, experience and knowledge.
- (b) the Supplier provides the Panel Manager with a résumé, and other information about the proposed replacement reasonably requested by the Panel Manager.
- (c) the Panel Manager gives written consent to the replacement.

If the above requirements are not met:

- (a) the Supplier may be suspended from the panel until the Supplier is able to demonstrate capability in the areas of expertise for which the Supplier was selected.
- (b) the SOA may be terminated in accordance with the SOA Conditions.

2 Records

For the duration of the SOA Term, the Supplier will, at all times, maintain, store and archive true, up to date, accurate and complete records of all invoices, SOA Orders received and executed, documentation supplied to any Customer and other records relating to its performance under this SOA and any Contract. The Supplier will ensure that the records provide sufficient detail to enable the Panel Manager and Customers to reconcile those records with:

- (a) the contents of the quarterly reports provided by the Supplier to the Panel Manager; and
- (b) the invoices that the Supplier renders to the Customer.

3 Technology solution

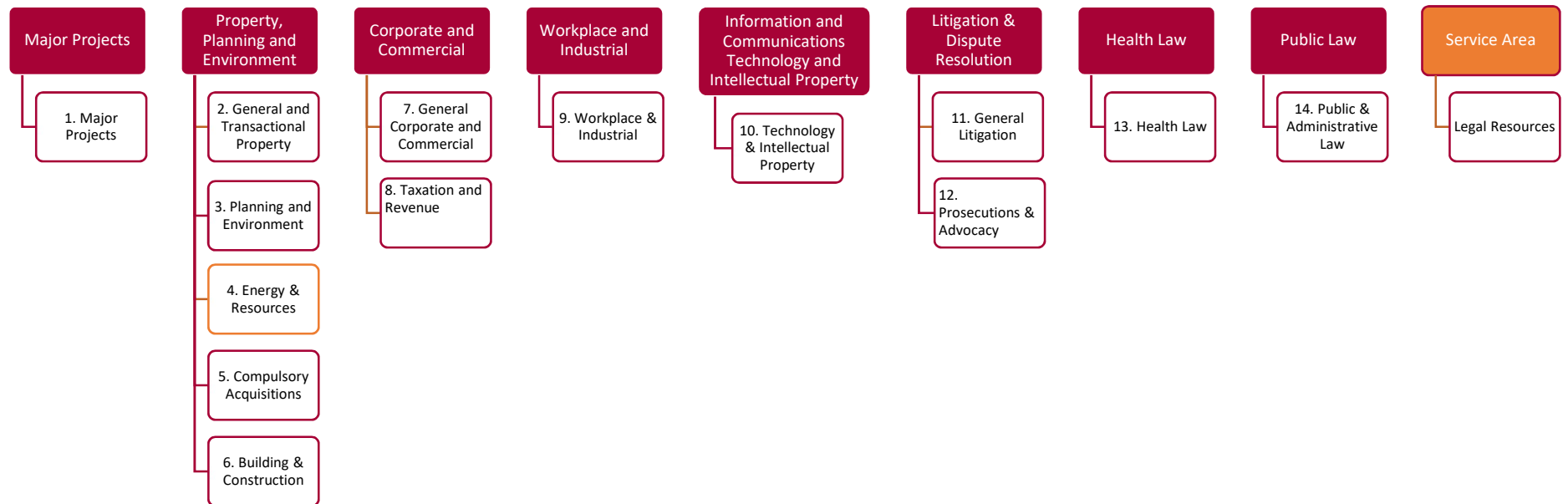
A technology solution (such as Supplier panel management software) may be used as a selection, engagement and management process for Professional Services. The Principal reserves the right to require the Suppliers to use the nominated technology solution in the delivery of their Services under the SOA.

Annexure A to Schedule 1: Panel structure

Suppliers will provide legal services to Customers in one or more of the categories shown below.

Panel structure

The legal services panel is made up of eight areas of law and 14 categories of legal service that align to the priority needs identified by Government departments. The panel also includes a separate service area for the supply of legal resources.



It is up to the Customer's discretion into which of the 14 legal categories a legal matter fits. If there is an overlap between categories for a matter, it is the Customer's decision into which category it best fits.

Some matters might be categorised differently as they progress and the needs of Customers change. The Customer may, at any time, elect to reclassify a matter from one category to another.

Panel categories

The panel's eight areas of law and 14 categories are described below:

Note: Departments must use Crown Law for tied legal services (see Principles and Categories of Tied Legal Work for Queensland Government Agencies).

Description of the categories to be provided under each area of law are listed below:

Major Projects	
Category 1. Major Projects	<p>Legal services in relation to infrastructure projects, major projects and construction. Includes at least two of the following areas:</p> <ul style="list-style-type: none"> • project agreements • advice on project delivery structures (including project delivery vehicles such as public private partnerships, project financing arrangements, design and construct contracts and other forms of contract applicable to construction projects) • infrastructure agreements • competitive bid processes • contractual claims, disputes, defaults, insolvencies and terminations • planning and environmental approvals • land acquisition and property law issues • intellectual property, insurance, taxation (including duties / royalties) and competition law issues • native title and cultural heritage issues <p>Types of projects are likely to include:</p> <ul style="list-style-type: none"> • transport, water and other economic infrastructure • health and other social infrastructure projects • property development • waste handling and management • building and construction projects • energy and resources projects • mineral processing projects • security and financing aspects of a project mentioned above • other projects involving multiple legal service categories
Property, Planning and Environment	
Category 2. General and Transactional Property	<p>Legal services in all areas of real property law. Includes the following areas:</p> <ul style="list-style-type: none"> • tenure and titles matters • property development and redevelopment (including the subdivision of lands) • property management <p>Transactional property including:</p> <ul style="list-style-type: none"> • purchase, sale, leasing and other dealings with rights and interests in land • legal services in effectively conducting efficient and cost effective medium to high volume conveyancing
Category 3. Planning and Environment	<p>Areas in planning and environment law such as:</p> <ul style="list-style-type: none"> • Queensland's planning and development assessment system including statutory planning functions and powers (including ministerial and chief executive planning and functions and powers) • Planning and Environment Court appeals • planning for, delivery and funding of infrastructure

	<ul style="list-style-type: none"> • protection, conservation and environmental management • water • threatened species • pollution • native vegetation • waste handling management • local government • national parks and protected areas • climate change
Category 4. Energy and Resources	Specialist legal services are required in areas of energy and resources law such as: <ul style="list-style-type: none"> • mineral and petroleum law • renewables • electricity and gas infrastructure • energy regulation and markets
Category 5. Compulsory Acquisitions	Specialist legal expertise in the area of compulsory acquisitions of interests in land, including: <ul style="list-style-type: none"> • heads of power to acquire land • negotiating compensation on behalf of the constructing authority • Land Court proceedings
Category 6. Building and Construction	Specialist legal expertise in building and construction law, including: <ul style="list-style-type: none"> • building contracts, building regulation • arbitration and litigation • security of payment legislation
Corporate and Commercial	
Category 7. General Corporate and Commercial	Any type of corporate or commercial matter which arises in relation to a transaction in areas such as: <p>(a) General Corporate and Commercial</p> <ul style="list-style-type: none"> • general contract law • general commercial agreements, consultancies, sponsorship, funding, service agreements • tendering and purchasing, outsourcing and procurement • sale and acquisition of assets and/or businesses • corporation law • corporate restructuring • corporate governance including audit and financial administration, delegations/approvals, public records management, reviews and investigations and responsibilities of statutory bodies • insolvency • personal property and securities law • insurance <p>(b) Competition Law - Specialist legal expertise in competition and consumer law</p> <p>(c) Banking & Finance - legal services relating to the borrowing, lending and use of money. Expertise is required in areas such as transactional banking and finance matters including:</p> <ul style="list-style-type: none"> • project finance • secured and unsecured lending • general debt finance structures • financial regulation and related law

Category 8. Taxation and Revenue	Taxation and Revenue Law including federal taxes and state revenue laws.
Workplace and Industrial	
Category 9. Workplace and Industrial	Expertise is required in areas such as: <ul style="list-style-type: none"> • collective employment and bargaining • general employment matters • conduct and discipline, including investigations • industrial relations • worker's compensation • employment contracts, such as placements, joint appointments, students and scholarships • indemnity • discrimination/equal opportunity/human rights and privacy • Workplace Health & Safety
Information and Communications Technology and Intellectual Property	
Category 10. Information and Communications Technology and Intellectual Property (IP)	Legal services may be required in the area of information and communication technology. Expertise is required in areas such as: <ul style="list-style-type: none"> • biotechnology • health and life sciences • e-commerce • commercialisation, management and protection of intellectual property • information and communication technology (e.g. broadband systems) • government/Queensland information technology contracts and frameworks • other general ICT matters, including website terms/conditions, Queensland Government Enterprise Architecture requirements licence and equipment agreements • Information management and cyber security • licensing • drone and transportation technology
Litigation and Dispute Resolution	
Category 11. Litigation	Expertise is required in areas such as: <ul style="list-style-type: none"> • complex litigation involving complex legal and/or factual issues • complex litigation involving sensitive legal, political or policy issues • complex coronial matters • litigation where a large legal team is required, for example where there are multiple parties, volume of evidence, length of proceedings or numerous interlocutory steps; • forensics and e-discovery • general litigation involving simple legal questions and/or factual issues • defamation • commercial disputes • complex debt recovery • straightforward debt recovery • building and construction related litigation and proceedings • tribunal proceedings • general court applications • commissions and inquiries

Category 12. Prosecutions and Advocacy	<p>This area of law includes:</p> <ul style="list-style-type: none"> • prosecution of simple offences created under various pieces of legislation where the prosecution is not conducted by the Queensland Police Service, the Director of Public Prosecutions or the Work Health and Safety Prosecutor. The complainant in these statutory offences is usually the chief executive or other authorised officer in a department • legal services in relation to appeals and reviews of decisions made in relation to statutory prosecutions • coronial matters
Health Law	
Category 13. Health Law	<p>Expertise is required in areas such as:</p> <p>(a) Health Law</p> <ul style="list-style-type: none"> • general advice pertaining to legal implications of clinical service delivery, policy or procedure; including that relating to statutory interpretation, privacy/confidentiality, capacity, consent and substitute decision-making, mental health, patient safety, private health facilities, pharmacy business ownership, pharmaceuticals, medicines and poisons regulation, public health matters, transplantation and donor matters, termination of pregnancy, open disclosure and immunisation • other general matters relating to children and young people, biotechnology, estates and bequests, evidence, general liability and duty of care, media and project related matters • representing Queensland Health in relation to complaints and procedure with regulatory authorities; such as the Australian Health Practitioner Regulatory Authority, Coroner's Court of Queensland, Health Ombudsman, Office of the Information Commissioner and the Crime and Corruption Commission • assisting Queensland Health with particular health prosecution matters; and statutory or non-statutory health related investigations and clinical review • disputes • public health matters or issues • general health related agreements, such as licences and equipment leases • health research, including clinical trial and funding agreements • clinical trial agreements <p>(b) Insurance matters including medico legal claims</p>
Public Law	
Category 14. Public and Administrative Law	<p>Specialist legal expertise may be required in areas of public law such as:</p> <ul style="list-style-type: none"> • administrative law • human rights • statutory interpretation • delegations • grant programs and funding arrangements

Service area

Category

15. Legal Resources

The provision of short to medium term legal support services by Suppliers by way of Services under the supervision of the Customer at its premises:

- lawyer/s holding practising certificate/s to undertake legal work under the day to day management and direction of the Customer.
- legal support staff, including paralegals to work under the day to day management and supervision of the Customer.

Customers may also seek short to medium term legal support services from Suppliers under any area of law.

Annexure B to Schedule 1: Service requirements for medico legal claims

	Engagement	Time for completion
1.	Letter to Queensland Government Insurance Fund (QGIF) confirming instructions detailing name of Key Personnel and other personnel, file reference; acknowledging reporting/liasing arrangements with Queensland Health	1 Business Day from receipt of SOA Order
2.	Letter to all relevant parties advising you act on behalf of QGIF	1 Business Day from receipt of Contract
	Advice	
3.	Initial written advice (including estimate of liability and cost to defend) to QGIF	10 Business Days from receipt of Contract
4.	Updated written advice (including estimate of liability and cost to defend) to QGIF	10 Business Days from receipt of new information which changes opinion/at least six months from last advice
5.	Major written advice relating s20 response	10 Business Days before response due
	Applications	
6.	Notify QGIF on receipt of application	Within 24 hours via telephone/2 business days in writing from receipt of application
7.	Instructions from claims officer prior to making/defending any applications	
8.	Written advice provided to QGIF	3 Business Days post decision
	Conference	
9.	Instructions from claims officer prior to selecting a mediator	
10.	Instructions from claims officer prior to setting a date for any type of conference (informal/compulsory conference, mediation) with four calendar weeks' notice	4 calendar weeks' notice
11.	Confirm claims officer availability before agreeing a date for conference	
12.	Pre-conference advice to QGIF (informal settlement conference, compulsory conference, mediation) detailing quantum and strategy for conference	10 Business Days prior to a conference or as agreed
13.	Where counsel is briefed for conference - counsel's advice to accompany pre-conference advice	10 Business Days prior to conference
14.	Written advice of outcome of conference (informal settlement conference, compulsory conference, mediation) to QGIF	5 Business Days post conference
15.	Prior agreement with claims officer to number of personnel and who is to attend conferences	
	Experts	
16.	All investigations (liability-factual, surveillance, other, quantum-medico-legal, forensic accountant etc.) undertaken post instructions from claims officer and carried out in a timely manner	
17.	Written request to claims officer seeking instructions prior to all investigations/experts being engaged detailing reasons for the engagement	

	Engagement	Time for completion
18.	Written request to claims officer seeking instructions prior to engaging medical specialist providing a panel of three relevant specialists	
	Counsel	
19.	Instructions from claims officer prior to engaging counsel (with panel of three)	Time to be agreed
20.	All counsel advices provided to claims officer	5 Business Days from receipt
	Litigated matters	
21.	Instructions from claims officer prior to making/defending any applications	
22.	Instructions from claims officer prior to signing or tendering request for trial date	
23.	Instructions from claims officer prior to lodgement of appeal	
24.	Prior agreement with claims officer to number of personnel and who is to attend court hearings	
25.	Notification to QGIF when a matter has been allocated a trial date	Within 1 Business Day (telephone)/2 Business Days (writing)
26.	Written advice to QGIF pre-trial detailing further negotiations, offers, future steps	10 Business Days after the allocation of the trial date
27.	Written advice to QGIF post-trial detailing findings, advice on implications, claimant's appeal avenues, counsel's opinion and reaction to decision, recommendations as to appeal and if appeal is recommended – reasons, timeframe and recommendations as to senior counsel (panel of three) to be briefed on prospects	3 Business Days post judgment
	Settlement	
28.	Written advice of settlement via email detailing outcome and future steps	2 Business Days from settlement
	General conduct	
29.	All correspondence to be appropriately referenced with QGIF claim number	
30.	All relevant timeframes in legislation met (e.g. <i>Personal Injuries Proceedings Act 2002</i> and <i>Uniform Civil Procedure Rules 1999</i> , other)	
31.	Supplier to implement strategies to resolve matters such as early admission of liability, early resolution of apportionment, timely progression towards informal settlement conference/mediation/compulsory conference, defensible mandatory final offer/formal offer	
	Other instructions	
32.	Consultation with claims officer to discuss resolution strategy	
33.	Instructions from claims officer prior to making an offer	
34.	Instructions from CO prior to issue a s20 notice	

	Engagement	Time for completion
35.	Instructions from claims officer prior to confirmation of existence of/or release of documents	
36.	Instructions from claims officer prior to instructing town agent	
37.	Prior agreement with claims officer to number of personnel and who is to attend external meetings	
	Documents to be provided	
38.	<p>Provide the following documents to QGIF upon receipt with succinct commentary where appropriate:</p> <ul style="list-style-type: none"> • compliance response (additional compliance information obtained from the claimant lawyers) • liability notice • responses, contentions, complaints • expert reports (excluding any reference documents) including investigations (including witness statements) • medical reports (excluding those provided by QGIF), independent medical expert report • all court documents including but not limited to all originating Applications & Affidavits, Orders, Statement of Claim, Notice of Intention to Defend and Defence, Third Party Documentation, Request for/Response to Further and Better Particulars, Statement of Loss and Damage, Request for/Response to Interrogatories, List of Documents, copies of relevant critical documents from LOD outstanding, all written submissions prior to all court appearances. 	10 Business Days from receipt

Schedule 2 – Price and Payment Terms

This Schedule describes the Price and payment terms under the SOA.

1 Prices

In responding to the Invitation to Offer, Suppliers will be required to provide maximum hourly rates for different tiers of personnel in their law practice. The General Corporate and Commercial category has been divided into three sections: General Corporate and Commercial, Competition Law and Banking and Finance. Suppliers are asked to nominate for one or more sections of this category. The Health Law category has been divided into two sections: Health Law and Insurance matters including medico legal claims. Suppliers are asked to nominate for one or both sections of this category. In the General Property category, Suppliers are asked to provide fixed fees for straight forward conveyancing matters. In the Litigation category, Suppliers are asked to provide fixed fees for simple debt recovery matters (note: this would relate to debt not recovered by debt collection agencies).

1.1 **Pricing** includes the following Pricing under this SOA:

- (a) the maximum hourly rates payable in connection with the Supplier's Personnel under the categories of Law
- (b) fixed fee pricing for Services provided for transactional conveyancing in the General and Transactional Property category, and debt collection in the Litigation category (note: this would relate to debt not recovered by debt collection agencies)
- (c) staged pricing in connection with Services provided for medico legal claims in category 13 Health Law
- (d) pricing for Legal Resources.

The Supplier's Pricing information is included as **Attachment B – Pricing Schedule, Relationship Managers and Key Personnel**.

- 1.2 Prices specified in this Schedule are GST exclusive, in Australian dollars, and are the maximum rates payable under the SOA.
- 1.3 Daily rates are calculated on an eight-hour working day. Any other assumptions utilised by the Supplier must be approved by the Customer and the Supplier prior to commencement of any work undertaken under a contract which is established as a result of this SOA.
- 1.4 Where the Supplier's Key Personnel are promoted to a higher professional band during the term of the Contract (e.g. from *Solicitor (4+ years PQE)* to *Senior Associate*), the Supplier cannot increase the Key Personnel charge rates during the term of the Contract without the prior approval of the Customer.

2 Quotes

- 2.1 The Customer may, in its sole discretion, request a quote on a lump sum, fixed price, maximum fee, retainer or any other basis from one or more Suppliers in connection with the Services. The Supplier will provide quotes in the SOA Order. The Supplier must indicate how the quote has been calculated in the SOA Order. All quotes must be provided at no cost to the Customer. The Supplier will ensure all quotes are calculated on not more than the agreed maximum hourly rates regardless of whether the SOA is quoted in the SOA Order or not.
- 2.2 If during the course of providing the Services under a Contract, the Supplier becomes aware that the total price is likely to exceed the quote given in the SOA Order (or as otherwise varied with the consent of the Customer), the Supplier must give written notice to the Customer no later than the time the costs accrued or incurred reach 80% of the quote provided. The notice that the total price

is likely to exceed the quote must specify a revised quote for the Services and include the reason the total price will exceed the original quote. The Customer has sole discretion, acting reasonably, whether to approve a revised quote. When a revised quote is approved, the Customer must provide written notice of the approval to the Supplier. If a Supplier has provided a quote to a Customer for Services, the Customer is not liable to pay the Supplier any amount exceeding the quote unless the Customer has approved a revised quote.

3 Flights, accommodation and other travel expenses

- 3.1 On occasions where travel costs may be incurred by the Supplier in providing Services to Eligible Customers, the travel must comply with the Queensland Government's Travel Policy. Travel expenses incurred in providing these Services must have prior written approval from the relevant Eligible Customer's primary contact. Any claim for refund of travel costs is to be fully substantiated by copies of invoices for travel, accommodation and incidentals. Suppliers will not charge for taxis or ride share except with the Customer's prior written agreement.
- 3.2 Claims for reimbursable travel expenses will only be paid to the Supplier, and will not be paid directly to any personnel or sub-contractor.
- 3.3 No fees will be paid or costs reimbursed to the Supplier under this SOA and/or any Contract except as expressly provided for in the relevant Order.
- 3.4 Supplier prices must include any flights, accommodation and expenses related to travel.
- 3.5 Expenses including travel and accommodation costs will not exceed normal Queensland Public Service entitlements as per [Directive 9/11](#) (or its successors) issued by the Minister for Education and Industrial Relations valid on the date the expenses occurred.
- 3.6 Reimbursement for travel by vehicle will not exceed normal Queensland Public Service entitlements as per [Directive 20/16](#) (or its successors) issued by the Minister for Employment and Industrial Relations for Industrial Relations valid on the date the travel occurred.

4 Disbursements

- 4.1 The Customer will pay for the following disbursements incurred by a Supplier when performing the Services for a Customer:
 - (a) any disbursements pre-approved by the Customer in writing
 - (b) a disbursement that relates to the engagement of a barrister, external expert or specialists (provided an estimate or quote of those fees are provided in advance to the Customer)
 - (c) any disbursement for application, lodgement or filing fees required during the performance of the Services where the State is not exempt from paying fees
- 4.2 On engagement of an approved barrister, external expert or other approved specialists, the Supplier must request that the third party engaged to provide the Services in conjunction with the Supplier render tax invoices monthly, or as otherwise agreed with the Customer.
- 4.3 No service charge or administration charge is to be applied to any expenses or disbursements. Disbursements or other expenses that the Customer will pay for must be incurred in accordance with any applicable government policy (as set out in Schedule 1 or otherwise notified to the Supplier).
- 4.4 The Customer will not pay for:
 - (a) photocopying and printing of documents
 - (b) costs of USB/memory sticks
 - (c) word-processing and/or data entry time
 - (d) postage and delivery charges

- (e) telephone charges
- (f) travel time (unless pre-approved by the Customer in writing).

5 Other pricing information

5.1 Non-payment for unreasonable or excessive services

The Customer will not pay for Services that in the Customer's reasonable opinion are excessive and/or unnecessary. For the purposes of guidance only, the following will be considered excessive and/or unnecessary, unless the Customer's prior written approval has been obtained:

- (a) over reliance on counsel, unless expressly instructed by the Customer
- (b) work not charged at the appropriate level, such as a lawyer completing administrative tasks that can be undertaken by a legal assistant
- (c) multiple lawyers settling the same piece of work
- (d) more than two lawyers attending a court hearing or meeting
- (e) more than one lawyer attending a directions hearing
- (f) writing up meeting minutes or recording a file note except in unusually lengthy or complex meetings
- (g) research/training of junior lawyers
- (h) overtime
- (i) work performed by law students, law clerks, summer or winter clerks, librarians, file clerks
- (j) any items with a vague description such as "various attendances" or "drafting email". The task descriptions must have sufficient detail to understand the tasks performed.

5.2 Non-payment for incidental services

The Customer will not pay for the following incidental services and functions:

- (a) the Supplier's development and maintenance of an awareness of, and research and training of Key Personnel in relation to:
 - the legislative and policy framework within which Customer operates
 - the overall scope of Customer's business and operations
 - customers' key priorities for each forthcoming year
 - compliance with the Customer's policies.
- (b) performance of incidental services or functions that are required for the proper performance and provision of the services including:
 - file opening and closing activities and other matter management, including conflict checking
 - day to day management of the services
 - contract management
 - client relationship management
 - storage and retrieval of files (on or off site)

- invoice preparation
 - participation in induction meetings
 - compliance with the obligations and processes set out in this SOA and any SOA Order.
- (c) time spent by new personnel familiarising themselves with a matter before commencing work on the matter
- (d) numerous consecutive one unit charges for performing work that is part of the same task when each part of the work would not normally take one unit of time
- (e) researching simple or basic legal principles
- (f) newsletters and other public information
- (g) general administrative work including arranging meetings, recording routine telephone calls or meetings
- (h) internal discussions, meetings and conferences between personnel of the Supplier where the objective is to set up internal processes to manage cases or to provide updates between Supplier personnel. (The Customer will pay for internal meetings where proper legal supervision is required or to progress a matter provided that the supporting narration is detailed, the meeting advances the conduct of the matter; and there is demonstrated value in the activity).

6 Price variation

- 6.1 The Principal will not consider any increase to the pricing detailed at Schedule 2 - Price and Payment Terms, at any time during the first two (2) years from the commencement of the SOA Term.
- 6.2 The Principal may, in its sole discretion, agree to an increase in the rates specified on the second anniversary of the start date of the SOA Term and at the time of exercise of any extension options under the SOA. The maximum increase that may be approved is to be the equivalent of any increase in the Wage Price Index (Australia – Professional, scientific and Technical Services) for the calendar year immediately preceding the second anniversary of the start date of the SOA Term or the date of the exercise of the extension option.
- 6.3 The Supplier must submit requests for variation to prices in writing to the Principal, and the Principal must agree in writing before the price variation can be implemented and communicated with Eligible Customers.
- 6.4 If the Supplier's request to increase or decrease the price/s, for Services provided under this SOA is rejected by the Principal, the SOA will remain unchanged.

7 Payment terms/invoice frequency (as applicable)

- 7.1 The Supplier will provide 30 day payment terms to all Eligible Customers without the need to submit a credit application.
- 7.2 The Supplier must render an itemised correctly rendered tax invoice for each Contract to the Customer. The correctly rendered tax invoice will specify the personnel, their hourly rate and the hours billed (if applicable), how much of the quote has been used, a brief description of the Services provided during that month and any other information the Customer reasonably requests. The correctly rendered tax invoice must be issued within five business days of the end of each month for all the services performed during the month in accordance with a Contract or as otherwise agreed with the Customer.
- 7.3 Invoicing and payment will be made to the Supplier in accordance with the Prices referenced in this Schedule 2 – Price and Payment Terms.

- 7.4 The Supplier will provide payment methods including corporate credit card and electronic funds transfer. The Supplier is required to ensure that payment systems and processes safeguard the security of Customers' information.
- 7.5 The Supplier is to ensure that its agreed Pricing is applicable to all payment methods and does not attract any additional fees and/or charges such as credit card fees.

8 Discounts or rebates

- 8.1 The Supplier may provide discounts to the provision of the Services as agreed with the Customer in the SOA Order.

Schedule 3 – Performance Measurement and Review

This Schedule describes how the Supplier's performance will be measured and reviewed under the SOA.

1 Key performance indicators/service levels

The key performance indicators (KPIs) which are used to measure Supplier's performance throughout the SOA term, include, but are not limited to the following:

	Measure	Performance target	Measurement calculation (including source reporting where applicable)	Frequency of measurement	Responsibility	Consequences of failure
1	<p>Service delivery</p> <p>The Supplier must meet its obligations under the SOA (including complying with the Principal's Conflicts of Interest requirements)</p>	Compliance with all requirements of the SOA and Contract	<p>No repeated breaches or complaints</p> <p>Satisfactory annual performance review meeting</p>	Yearly	Panel Manager	<p>Panel Manager works with the Supplier to achieve compliance</p> <p>Suspension or termination of the SOA in accordance with SOA Conditions</p>
2	<p>Quality of service</p> <p>The Supplier must understand and meet the Customer's needs and provide high quality Services that are responsive to the question and practical and advices that are accurate, succinct and easy to read</p>	100% satisfaction rating	<p>Customer satisfaction surveyed in relation to:</p> <ul style="list-style-type: none"> understanding needs – the Supplier must be capable of and committed to understanding the Customer's circumstances and requirements meeting needs – the Supplier must provide Services in a manner that identifies and meets the Customer's circumstances and requirements and supports the Customer's policies and directions quality of advice – the Supplier must provide advice that is accurate, succinct, easy to read <p>Quality of Services – the Supplier must provide high quality Services</p>	<p>Customers will be surveyed bi-annually</p> <p>Yearly in relation to annual review meeting</p>	Panel Manager	<p>Panel Manager works with the Supplier to achieve compliance</p> <p>Suspension or termination of the SOA in accordance with SOA Conditions</p>

	Measure	Performance target	Measurement calculation (including source reporting where applicable)	Frequency of measurement	Responsibility	Consequences of failure
			that are responsive to the question and practical			
3	National Pro Bono Target The Supplier must meet its obligations under the SOA	100% satisfaction rating	Confirmation of Supplier meeting the National Pro bono Target (does not apply to small businesses) Case study on pro bono work completed in Queensland during the prior year (applies to all Suppliers)	Yearly	Panel Manager	Panel Manager works with the Supplier to achieve compliance Suspension or termination of the SOA in accordance with SOA Conditions
4	Reporting - Quality and on time The Supplier must provide accurate reports and participate in performance review meetings as required under the SOA Principal is not required to request missing data or seek corrections on reports submitted by the Supplier	100% submission of quarterly reports and other reports as may be required to Panel Manager	Submission of timely, accurate and complete quarterly reports in the Principal's templates (where applicable) and submitted on time in accordance with Schedule 4 – SOA Governance	Quarterly in relation to Supplier reports	Panel Manager	Panel Manager works with the Supplier to achieve compliance Suspension or termination of the SOA in accordance with SOA Conditions
5	Performance review meeting Participate in performance review meetings as required under the SOA	100% participation in panel meetings	Attendance at annual performance review meeting with Panel Manager Attendance at ad hoc panel meetings convened by the Panel Manager	Yearly in relation to the annual performance review meeting	Panel Manager	Panel Manager works with the Supplier to achieve compliance Suspension or termination of the SOA in accordance with SOA Conditions
6	Managing costs The Supplier must adopt strategies to actively manage and contain costs	Pricing does not exceed SOA hourly rates Services provided within the quote as reported in the Supplier's quarterly report	The Supplier is required to report quarterly on: <ul style="list-style-type: none"> costs, including hourly rates of personnel working on the matter cost of matters in relation to a quote; credits issued to customers 	Quarterly in relation to Supplier reports Yearly in relation to annual performance review	Supplier in relation to quarterly reports Panel Manager	The Customer will not pay for amounts that exceed the quote unless the Customer has given approval for the amended quote

	Measure	Performance target	Measurement calculation (including source reporting where applicable)	Frequency of measurement	Responsibility	Consequences of failure
		<5% credits reported by the Supplier in the Supplier's quarterly report	<ul style="list-style-type: none"> matters where the quote has been varied from the agreed price 			<p>Panel Manager works with the Supplier to achieve compliance</p> <p>Suspension or termination of the SOA in accordance with SOA Conditions</p>
		100% satisfaction rating	<p>Customer satisfaction surveyed in relation to:</p> <ul style="list-style-type: none"> value for money management of costs 	<p>Customers will be surveyed bi-annually</p> <p>Yearly in relation to annual review meeting</p>	Panel Manager	<p>Panel Manager works with the Supplier to achieve compliance</p> <p>Suspension or termination of the SOA in accordance with SOA Conditions</p>
7	<p>Responsiveness</p> <p>The Supplier must keep the Customer informed of the progress of matters and obtain sufficient instructions to enable the Services to be provided efficiently</p> <p>The Supplier must provide Services on time</p>	100% satisfaction rating	<p>Customer satisfaction surveyed in relation to:</p> <ul style="list-style-type: none"> communication - the Supplier must keep the Customer informed of the progress of matters and obtain sufficient instructions to enable the Services to be provided efficiently timeliness – the Supplier must provide Services on time 	<p>Customers will be surveyed bi-annually</p> <p>Yearly in relation to annual review meeting</p>	Panel Manager	<p>Panel Manager works with the Supplier to achieve compliance</p> <p>Suspension or termination of the SOA in accordance with SOA Conditions</p>

2 Performance management

- 2.1 Where the Supplier fails to meet the KPIs or has not complied with the terms and conditions, the following non-performance management procedures may, at the Principal's discretion, apply:
- (a) upon one failure, in the Supplier must provide the Principal with a list of rectification actions and a timeline for implementing these rectification actions.
 - (b) for a second or continued failure the Supplier must provide details of preventative actions and a timeline for implementing the preventative actions. The matter will be escalated to senior management of both the Principal and the Supplier for resolution. Where the Supplier fails to resolve an issue the Supplier may be considered to be in breach of the SOA and the SOA may be terminated.

Schedule 4 – SOA Governance

This Schedule sets out governance arrangements at the SOA level. The Customer and Supplier may not amend this section in a Contract but may agree additional governance requirements for a particular Contract.

1 SOA reporting requirements

- 1.1 The Supplier must provide reports as required by the Principal or the Panel Manager in a form requested by the Principal or Panel Manager, within the Principal or Panel Manager's nominated timeframes.
- 1.2 Where inaccuracies in reporting or non-timely reporting by the Supplier continually recur, the Supplier may be deemed to have materially breached the terms of the SOA and the Principal may, at its entire discretion, suspend or terminate, in accordance with the SOA Conditions, the Supplier from the SOA.

The Supplier will provide the following reports:

Report	Frequency	Recipient	Description and/or format
1	Quarterly	Panel Manager	Transactional invoicing data in the format as outlined in Attachment A Supplier Reporting Template . (or in such other form required by the Panel Manager from time to time) within 10 Business Days of the end of the quarter.
2	Annually	Panel Manager	The Queensland Government has adopted the Law Council of Australia's Equitable Briefing Policy and is required to report annually to the Law Council of Australia on the State's equitable briefing practices. The Panel Manager may seek information from Suppliers to comply with the Law Council's requirements.
3	Annually	Panel Manager	The Queensland Government is committed to building an inclusive and diverse workforce that better reflects the community — and because it makes the best business sense. This means creating an inclusive culture that promotes the skills and insights of people irrespective of gender, ethnicity, generation, sexual orientation or disability. Suppliers are to report on their workplace diversity and equality of employment initiatives and achievements.
4	Annually	Panel Manager	Pro Bono and Corporate Social Responsibility The Supplier is to report on number of hours of pro bono legal work performed per lawyer within the Supplier's organisation as reported to the Australian Pro Bono Centre under the National Pro Bono target. This requirement does not apply to a Small Business. All Suppliers – case study on pro bono work completed in Queensland during the prior year.
5	Ad hoc	Panel Manager	Ad hoc reports as requested from time to time by the Panel Manager in a form and within the timeframe requested by the Panel Manager.

6	Within five business days of the conclusion of the matter	Customer	The Supplier must provide a final matter report (if requested by the Customer) to the Customer, in the format requested by the Customer.
7	Ad hoc	Customer	Ad hoc reports on matters as requested from time to time by a Customer in a form and within the timeframe requested by the Customer.

The Panel Manager may provide reports to the Supplier's Panel Relationship Managers in relation to panel usage which may include expenditure, benchmarking and other information as determined by the Panel Manager and the Principal. The Panel Manager may introduce a technology solution to assist in the management of the panel and the performance review process. Suppliers may be asked to assist in the implementation of the technology solution.

- 1.3 During the SOA term, Suppliers must advise the Principal if the Supplier is the subject of any breach, notification, or investigation by Fair Work Australia, relevant State industrial relations authority or any workplace health and safety authority in Australia.

2 SOA management

- 2.1 The Supplier is required to establish a primary point of contact (Panel Relationship Manager) responsible for managing the SOA and resolution of all matters of warranty, delivery, issues and disputes. The Supplier's Panel Relationship Manager will liaise with the Panel Manager, provide reports and attend SOA management meetings as required. The Supplier will notify the Panel Manager within 10 Business Days should there be a change in the Supplier's Panel Relationship Manager.
- 2.2 The Supplier must attend the following meetings:
- (a) annual review meeting with the Panel Manager
 - (b) ad hoc meetings with the Panel Manager
 - (c) ad hoc meetings with Customers or Supplier Relationship Manager.

The Supplier may, in its discretion, appoint both the Panel Relationship Manager and Category Relationship Manager to attend the meetings.

Annual review meeting with the Panel Manager

The Supplier must attend an annual review meeting with the Panel Manager to:

- (a) review the performance of the Supplier over the preceding SOA term year, measured against the obligations under the SOA and the performance measures specified in Schedule 3
- (b) discuss and monitor the effectiveness of the panel arrangement and opportunities for improvement including potential cost savings initiatives
- (c) facilitate information exchange between the Supplier, the Panel Manager and Eligible Customers.

The Panel Manager will prepare the agenda and record the minutes of the meeting.

The Panel Manager may invite one or more customer representatives to attend the annual review meeting.

Ad hoc meetings with the Panel Manager

The Supplier must attend any ad hoc meetings convened by the Panel Manager to discuss any issue relating to the performance of the Supplier's obligations under the SOA.

Ad hoc meetings with the Customers or Supplier Relationship Managers

The Supplier must attend ad hoc meetings convened by Customers or Supplier Relationship Managers including:

- briefing sessions conducted by Customers to understand the structure and operational requirements of the Customer
- periodic meetings with Customers to review matters.

3 SOA Implementation

3.1 Implementation will, at a minimum, cover the following:

- (a) attendance at a formal SOA award meeting if requested by the Principal within four (4) weeks of the SOA term start date
- (b) establishing ordering methods available under the SOA
- (c) creation of an account structure
- (d) finalisation and testing of all reporting requirements
- (e) implementation of procedures for the collection of data relating to SOA KPIs
- (f) establishment of methods of support that will be available to Eligible Customers under the SOA
- (g) if required by the Principal, develop and implement an agreed communication and marketing plan for the SOA.

3.2 The Principal, if requested, will work with the Supplier to assist in the development of required skill sets regarding understanding the SOA, implementing the SOA and formatting of reporting requirements.

4 Complaints and escalation of SOA issues

4.1 Issues under this SOA must be raised initially in writing to the Customer. If the issue is not satisfactorily resolved, the matter may be escalated to the Panel Manager, then: Executive Director, General Goods and Services Category.

4.2 The Supplier must comply with an escalation process notified by the Principal for the resolution of issues arising under the SOA.

4.3 The Supplier must comply with an escalation process as notified by the Customer for the resolution of issues arising under the Contract.

Schedule 5 – Placing SOA Orders

A Contract is created when the Supplier and Customer agree the commercial details relevant to the Contract using the ordering processes outlined in this Schedule.

1 SOA Orders

- 1.1 A Contract is created when the Supplier and Customer agree the commercial details relevant to the Contract by placing a SOA Order, in accordance with this Schedule 5. This Schedule describes the process for Customers placing an SOA Order, and may contain an example of an SOA Order that the Supplier and Customer might use. The SOA Order is part of the Contract.
- 1.2 The details identified below are the only details that the Supplier and Customer can change as part of the Contract. The details in an SOA Order relate only to the particular Contract for which they are agreed. Nothing in an SOA Order can modify the SOA Details or affect any other Contracts that may be agreed under the same SOA. The Customer will complete and submit the SOA Order.

2 Minimum details for SOA Orders

- 2.1 The Customer will ensure that the SOA Order will include at least the minimum information included the example SOA Order Form (Categories of Law or Resources), whichever is relevant to the engagement.
- 2.2 The Principal may vary the SOA Order form/s during the term of the SOA, including moving to a technology solution.

3 Process for Customers placing an SOA Order

- 3.1 When engaging a Supplier to perform the Services, Eligible Customers may use the following purchasing methods:
 - obtain a quote directly from a Supplier on the SOAor
 - seek quotes from one or more Suppliers on the panel in accordance with the Eligible Customer's internal procurement guidelines.
- 3.2 An Eligible Customer wishing to engage a Supplier to perform the Services must complete Part A of the SOA Order below and email it to the Supplier. The Supplier must complete the information specified in Part B of the SOA Order below, and email it to the Eligible Customer. If the form of SOA Order set out in this Schedule is not used, an equivalent form containing the relevant details may be used by an Eligible Customer.
- 3.3 The suggested steps in creating a Contract are set out below:
 - (a) Supplier completes Conflict of Interest check in accordance with Schedule 1 of the SOA
 - (b) Customer and Supplier confirm Supplier's capacity including availability of relevant Key Personnel
 - (c) Customer and Supplier agree initial quote
 - (d) Customer completes Part A of the SOA Order below (or equivalent form)
 - (e) Supplier completes Part B of the SOA Order below (or equivalent form)
 - (f) amendments to the Contract are made in writing in accordance with the General Contract Conditions.

- 3.4 If the Services are required to be performed urgently, so that it is impractical for the Customer and the Supplier to fully complete the SOA Order before commencing the Services, the SOA Order must be completed as soon as reasonably practicable after commencing the Services. Prior to commencing the Services, the Supplier must still confirm to the Customer that it and its Personnel have no actual, potential or perceived Conflict of Interest in providing the Services on an urgent basis.
- 3.5 The Customer may in any SOA Order, nominate specific Key Personnel to provide or supervise the delivery of the Services.

Schedule 5 Annexure A - Example SOA Order Form A - Categories of Law

PART A: CUSTOMER TO COMPLETE	
Date:	
CUSTOMER DETAILS	
	Customer name: ABN/ACN: Contact name: Position: Phone: Email: Address:
MATTER DETAILS	
Matter name:	
Customer reference:	
Category of Law:	
<input type="checkbox"/> Major Projects <input type="checkbox"/> General Corporate and Commercial <input type="checkbox"/> Litigation	
<input type="checkbox"/> General and Transactional Property <input type="checkbox"/> Taxation & Revenue <input type="checkbox"/> Prosecutions & Advocacy	
<input type="checkbox"/> Planning & Environment <input type="checkbox"/> Energy & Resources <input type="checkbox"/> Health Law	
<input type="checkbox"/> Compulsory Acquisitions <input type="checkbox"/> Workplace & Industrial <input type="checkbox"/> Public and Administrative Law	
<input type="checkbox"/> Building & Construction <input type="checkbox"/> Information and Communications Technology & Intellectual Property	
Customer requirements:	<i>[Customer to insert details of the requirements for the Services. Attach a separate scope of work if necessary, e.g. if there are a number of deliverables or detailed instructions.]</i>
Time for performance (Contract start and end dates):	
Key Personnel required:	
Key milestones:	
Contract governance requirements:	<i>[Specify here any specific governance requirements in addition to those outlined in the SOA Details e.g. providing additional reports, attending</i>

	<i>meetings, escalation process for issues relating to the Contract, or any other requirements for 'relationship management'.]</i>
Additional information:	
PART B: SUPPLIER TO COMPLETE	
Date:	
SUPPLIER DETAILS	
Supplier details	Supplier name: Contact name: Position: Phone: Email: Address:
Key Personnel:	Name: Position: Phone: Email: Role/key obligations: Level of involvement:
	Name: Position: Phone: Email: Role/key obligations: Level of involvement:
Other personnel (optional):	Name: Position: Phone: Email: Role/key obligations: Level of involvement:
	Name: Position: Phone: Email: Role/key obligations: Level of involvement:

CONFLICT OF INTEREST DETAILS	
Conflicts of Interest:	<p>The Supplier has made diligent inquiry whether <i>[name of Supplier]</i> or its Personnel have any Conflict of Interest if <i>[name of Supplier]</i> were to provide the Services described in this SOA Order and has disclosed any Conflict of Interest below.</p> <p>Disclose any Conflicts of Interest:</p> <p>If a Conflict of Interest is disclosed, specify any Conflict of Interest management plan that will be put in place if the Customer wishes to engage the Supplier.</p>
AVAILABILITY	
If the Supplier is unable to provide the services within the time requested, please provide an alternate timeframe.	
MATTER DETAILS	
Scope of work and proposed management approach to the matter:	
Assumptions:	
PRICE DETAILS	
Price (excluding GST):	Price Model: <input type="checkbox"/> Hourly rate <input type="checkbox"/> Capped fee <input type="checkbox"/> Fixed fee <input type="checkbox"/> Alternative fee arrangement _____
	Price: \$
	Invoice frequency / payment milestones:
	<i>[Supplier should insert details of how it will price the matter. This should be in a form of a quote and clearly set out how the quote was arrived at. Innovative fee arrangements are encouraged where appropriate. The maximum hourly rates are set out in the SOA Details].</i>
ADDITIONAL INFORMATION	
Additional information:	

Schedule 5 Annexure B - Example SOA Order Form B – Legal Resources

PART A: CUSTOMER TO COMPLETE	
Date:	
CUSTOMER DETAILS	
Customer name: ABN/ACN: Contact name: Position: Phone: Email: Address:	
ENGAGEMENT DETAILS	
Matter name (where applicable):	
Customer reference:	
Contract start and end dates:	
Customer requirements:	Level of Legal Experience: <input type="checkbox"/> Partner/Principal/Consultant <input type="checkbox"/> Solicitor (2 years - 3 years 11 months PQE) <input type="checkbox"/> Special or General Counsel <input type="checkbox"/> Solicitor (>2 years PQE) <input type="checkbox"/> Senior Associate <input type="checkbox"/> Law Clerk / Paralegal <input type="checkbox"/> Solicitor (4 years+ PQE) <input type="checkbox"/> Other
	Supervision provided by: <input type="checkbox"/> Customer <input type="checkbox"/> Supplier Committed level: <input type="checkbox"/> Full time <input type="checkbox"/> Flexible / Part-time _____ Location of resource: <input type="checkbox"/> Onsite <input type="checkbox"/> Offsite/remote <input type="checkbox"/> Flexible
	<i>[Customer to insert details of the requirements for the Services including area of expertise required (if applicable), work to be conducted/key milestones and/or deliverables. Attach a separate position description if necessary, e.g. if backfilling a role.]</i>
Customer's business	<i>[Customer to insert details of their business that may be applicable to the role to assist the Supplier in selecting the right Resource]</i>
Contract governance requirements:	<i>[Specify here any specific governance requirements in addition to those outlined in the SOA Details e.g.]</i>
Additional information:	

PART B: SUPPLIER TO COMPLETE	
Date:	
SUPPLIER DETAILS	
Supplier details	Supplier name: Contact name: Position: Phone: Email: Address:
Resource/s:	Name: Position: Phone: Email: Role/key obligations: Level of involvement:
	Name: Position: Phone: Email: Role/key obligations: Level of involvement:
CONFLICT OF INTEREST DETAILS	
Conflicts of Interest:	<p>The Supplier has made diligent inquiry whether <i>[name of Supplier]</i> has any Conflict of Interest if <i>[name of Supplier]</i> were to provide the Services described in this SOA Order and has disclosed any Conflict of Interest below.</p> <p>Disclose any Conflicts of Interest:</p> <p>If a Conflict of Interest is disclosed, specify any Conflict of Interest management plan that will be put in place if the Customer wishes to engage the Supplier.</p>
MATTER DETAILS	
Scope of work and proposed management approach to the matter:	
Assumptions:	

PRICE DETAILS	
Price (excluding GST):	Price Model: <input type="checkbox"/> Hourly rate <input type="checkbox"/> Daily rate <input type="checkbox"/> Alternative fee arrangement _____
	Price: \$
	Invoice frequency / payment milestones:
	<i>[Supplier should insert details of how it will price the matter. This should be in a form of a quote and clearly set out how the quote was arrived at. Innovative fee arrangements are encouraged where appropriate. The maximum hourly rates are set out in the SOA Details].</i>
ADDITIONAL INFORMATION	
Additional information:	