



If calling please ask for: Rachel Dixon

Telephone: (08) 8115 3906

Reference: ESS-21-1924

Level 6,  
60 Waymouth Street  
Adelaide SA 5000

GPO Box 2706  
Adelaide SA 5001  
DX 206

Tel 8115 3900  
Fax 8115 3908

ABN 95 437 863 949

[www.safecom.sa.gov.au](http://www.safecom.sa.gov.au)

Senator Rex Patrick  
Level 2, 31 Ebenezer Place  
ADELAIDE SA 5000

Dear Mr Patrick

I refer to your application (your ref NC-FOI/MV) made under the *Freedom of Information Act 1991* (FOI Act) regarding:

- "1. A copy of the Expenditure Review into the spending of the Metropolitan Fire Service.*
- 2. Any correspondence between the State Government and the Hon. Troy Grant that go to the terms of reference and purpose of the review.*
- 3. A copy of the contract between the Hon. Troy Grant and the State Government that employed him to conduct the review."*

In accordance with the requirements of Premier and Cabinet Circular PC045, details of your FOI application, and the documents to which you are given access, may be published in the agency's disclosure log. A copy of PC045 can be found at:

<https://www.dpc.sa.gov.au/resources-and-publications/premier-and-cabinet-circulars>.

A search of files has been conducted and three (3) documents were located that fall within the scope of your application. The document is identified in the attached schedule.

In respect of the document, I have determined as follows:

### **Document 1**

I have determined to exempt this document in full under Clause 1(1)(a) of Schedule 1 of the FOI Act. This document was prepared specifically for Cabinet and was submitted as a Cabinet note.

#### ***"1—Cabinet documents***

*(1) A document is an exempt document—*

- (a) if it is a document that has been specifically prepared for submission to Cabinet (whether or not it has been so submitted)".*

This document is also an internal working document, which is considered exempt under Clause 9(1) of Schedule 1 of the FOI Act.

#### ***"9 – Internal working documents***

- (1) A document is an exempt document if it contains matter –*
  - (a) That relates to –*

- (i) Any opinion, advice or recommendation that has been obtained, prepared or recorded;  
in the course of, or for the purpose of, the decision-making functions of the Government, a Minister or an agency; and*
- (b) The disclosure of which would, on balance, be contrary to the public interest.”*

This report provides recommendations to Government for the purposes of decision-making.

In applying this clause, I am obliged to consider the public interest for and against the release of information.

Factors in favour of release include:

- The public interest in promoting openness and accountability within Government.
- The public interest in scrutiny of Government decision-making.

Factors against release include:

- The public interest in ensuring the effective conduct of the Agency's functions.
- The need for confidentiality to allow government to consider, consult and otherwise measure the feasibility of recommendations.
- The possibility that revealing the details of a third party's business affairs would compromise their competitiveness.
- The possibility that disclosure would deter others from engaging with Government.

On balance, MFS considers that the public interest is not served in the release of the information.

## **Document 2**

I have determined to release this document in part.

I have determined to release the email in full and exempt the attachment in full under Clause 1(1)(e) of Schedule 1 of the FOI Act.

### ***“1—Cabinet documents***

- (1) A document is an exempt document—  
(e) if it contains matter the disclosure of which would disclose information concerning any deliberation or decision of Cabinet”*

The attachment also contains information pertaining to business affairs, which is exempt under Clause 7(1)(c) of Schedule 1 of the FOI Act.

### ***“7 – Documents affecting business affairs***

- (1) A document is an exempt document –  
(c) If it contains matter –
  - (i) Consisting of information (other than trade secrets or information referred to in paragraph (b)) concerning the business, professional, commercial or financial affairs of any agency or any other person; and*
  - (ii) The disclosure of which –
    - (A) Could reasonably be expected to have an adverse effect on those affairs or to prejudice the future supply of such information to the Government or to an agency; and***

*(B) Would, on balance be contrary to the public interest."*

The disclosure of information relating to business and financial affairs of third parties can reasonably be expected to have an adverse impact on general business affairs and inhibit future supply of such information to Government.

In applying this clause, I am obliged to consider the public interest for and against the release of information. As set out previously, on balance, SAFECOM considers the public interest is not served in the release of the information.

### **Document 3**

I have determined to release this document in full.

### **Appeal Rights**

If you are dissatisfied with this determination, you are entitled to exercise your rights of review and appeal in accordance with Section 29 of the FOI Act. To make an internal review application please see attached documentation.

For further information, I guide you to the media statement on this subject by the former Minister for Police, Correctional Services and Emergency Services. This is dated 17 October 2019 and is located on the Premier's website, which is publicly available at: [Expenditure Review Launched into MFS | Premier of South Australia](#)

Should you have any enquiries in relation to this matter, please do not hesitate to contact me on (08) 8115 3906.

Yours sincerely



Rachel Dixon  
**Accredited Freedom of Information Officer**

25 May 2021

Encl: Document schedule  
Document 1-3  
Application for Review of Determination form

**SCHEDULE OF DOCUMENTS**

Freedom of Information application by Senator Rex Patrick regarding the MFS Expenditure Review.

<b>Doc No</b>	<b>Description</b>	<b>Determination</b>
1	Report	<p>This document is exempt under Clause 1(1)(a) of Schedule 1 of the FOI Act. This document was prepared specifically for Cabinet.</p> <p>This document is an Internal Working Document and is exempt under Clause 9(1) of Schedule 1 of the FOI Act.</p>
2	Email chain and attachment	<p>This document has been released in part.</p> <p>The email has been released in full.</p> <p>The attachment is exempt under Clause 1(1)(e) of Schedule 1 of the FOI Act (linked to Document 1).</p> <p>The attachment contains business information and is exempt under clause 7(1)(c)(i) of Schedule 1 of the FOI Act.</p>
3	Standard goods and services agreement	Released in full.

**From:** Troy Grant | Perspective Advisory Services <[troy@troygrant.com.au](mailto:troy@troygrant.com.au)>  
**Sent:** Thursday, 3 October 2019 3:29 PM  
**To:** Phelps, Kristy (SAFECOM) <[Kristy.Phelps2@sa.gov.au](mailto:Kristy.Phelps2@sa.gov.au)>  
**Cc:** Lane, Dominic (SAFECOM) <[Dominic.Lane@sa.gov.au](mailto:Dominic.Lane@sa.gov.au)>  
**Subject:** SAFECOM - Budgetary Expenditure Inquiry SAMFS (Project Scope & Costings)

Hi Kristy

Sorry for the delay, I have been incredibly sick since I've returned from Japan but have been doing my best to put together the Project proposal. Please find attached the proposal with costings, I've commenced my own desktop review of the supplied material from SAFECOM in addition to analysing the available Annual Reports and broader public available information relative to the MFS, so we're ready if the scope proposal is accepted to hit the ground running.

To assist in populating the Standard Goods & Services Agreement template from your end please find below all the necessary information sought.

Perspective Advisory Services  
ABN 19 631 004 361  
Address:  
Level 40 ANZ Building  
161 Castlereagh street  
SYDNEY NSW 2000

Phone & email as below in signature block

I have Professional Indemnity Insurances – Brooklyn Civil Liability (Lloyds of London)  
\$20m Public Liability  
\$20m Products Liability  
(Let me know if you need the Currency certificate exp 28.4.2020)

The Perspective Team on this project:

Hon. Troy Grant, Principal Perspective Advisory Services (Lead Reviewer)  
Adrian McKenna APM, Director Ironbark Consulting (sub-contractor)  
Kate Torres, Project document co-ordinator and controller

All costs & disbursements and liability coverage for the Perspective team are within costing scope.

I have charged the project over the 90 day duration at 40% reduced price from my standard day rate Specialist Advisory Fee for SAFECOM and then provided a 15% discount to the project price excl GST.

Please let me know if you need anything else. Look forward to the opportunity to work with the team and shape a positive outcome for SAFECOM, DTF and the SAMFS.

cc. Dom Lane

Warm regards

**Hon. Troy Grant**  
PRINCIPAL

**M:** 0408 073 876

**E:** [troy@troygrant.com.au](mailto:troy@troygrant.com.au)

**W:** [troygrant.com.au](http://troygrant.com.au)



**STANDARD GOODS AND SERVICES AGREEMENT**  
**MFS Expenditure Review**  
**ESS-19-4441**



**AGREEMENT** made on

17th

of October 2019

**BETWEEN:**

**THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1** ("the Government Party")

**AND:**

**THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1** ("the Supplier")

**IT IS AGREED** that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

**EXECUTED AS AN AGREEMENT**

**SIGNED** by a duly authorised officer for and on )

behalf of **THE GOVERNMENT PARTY NAMED** )

**IN ITEM 1 OF ATTACHMENT 1** in the presence )

of: )

Witness signature

Kristy Phelps.

Witness name

Authorised officer signature

Dominic Lane

Authorised officer name

EXECUTED by THE PARTY NAMED IN ITEM 2 )  
OF ATTACHMENT 1 by a duly authorised officer )  
in accordance with section 126 of the )  
*Corporations Act 2001 (Cth):* )

.....  
Authorised officer signature

.....  
Authorised officer name





## Attachment 1 - Agreement Details

Item 1	Government Party	South Australian Fire and Emergency Services Commission ABN: 95 437 863 949 Level 6, 60 Waymouth Street, Adelaide SA 5000
Item 2	Supplier	Perspective Advisory Services ACN: 631 004 361 Level 4, 40 ANZ Building, 161 Castlereagh Street, Sydney NSW 2000
Item 3	Commencement Date	28 October 2019
Item 4	Expiry Date	31 January 2020
Item 5	Extension Period	28 February 2020
Item 6	Supplier's ABN	19 631 004 361 Registered for GST: Yes
Item 7	Contract Managers	Government Party: Luis Pineda, Manager Financial Services Email: <a href="mailto:luis.pineda2@sa.gov.au">luis.pineda2@sa.gov.au</a> Mobile: 0415 812 963 Supplier: Troy Grant, Principal Email: <a href="mailto:troy@troygrant.com.au">troy@troygrant.com.au</a> Mobile: 0408 073 876
Item 8	Named Persons	Troy Grant, Lead Reviewer Kate Torres, Project Coordinator
Item 9	Details of Goods	Not applicable.
Item 10	Delivery Date Delivery Point	Not applicable.
Item 11	Installation Date	Not applicable.
Item 12	Warranty Period	Not applicable.
Item 13	Details of Services	Refer Attachment 5 – Specifications.
Item 14	Delivery Date Delivery Point	Refer Item 13, Details of Services.
Item 15	Reports and Manuals	Refer Attachment 5 – Specifications.
Item 16	Milestone Dates	Refer Attachment 5 – Specifications.



<b>Item 17</b>	<b>Price and Payment (including address for invoices)</b>	<p>Price: \$55,000 (GST inclusive)</p> <p>Milestone 1: Project Initiation (10%)</p> <p>Milestone 2: Delivery of Draft Report (40%)</p> <p>Milestone 3: Delivery of Final Report (50%)</p> <p>Price is inclusive of travel and disbursements.</p> <p>Invoices: emailed to <a href="mailto:APInvoices@sharedservices.sa.gov.au">APInvoices@sharedservices.sa.gov.au</a>, ATT: Luis Pineda.</p> <p>Payment Terms: 30 days.</p>
<b>Item 18</b>	<b>Insurances</b>	\$20M
	Public Liability Insurance	
	Product Liability Insurance	
<b>Item 19</b>	<b>Liability Limit</b>	1 x [the aggregated value of the contract (inc. GST)].
<b>Item 20</b>	<b>Other Termination Rights</b>	Not applicable.
<b>Item 21</b>	<b>Approved Subcontractors</b>	Not applicable.
<b>Item 22</b>	<b>Additional Personnel Checks</b>	Not applicable.
<b>Item 23</b>	<b>Notice Period for Termination for Convenience</b>	Not applicable.

## Attachment 2 - Standard Terms & Conditions

### AGREED TERMS

#### 1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

#### 2. CONTRACT MANAGERS

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

#### 3. SUPPLY OF GOODS (IF APPLICABLE)

- 3.1 If Goods are being supplied under this Agreement then the Supplier must:
- (a) supply the Goods in accordance with this Agreement;
  - (b) sell the Goods without encumbrance;
  - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
  - (d) comply with the Government Party's reasonable directions and delivery instructions;
  - (e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;
  - (f) provide test evidence for the Goods if required; and
  - (g) if indicated in Attachment 1, install the Goods on or before the Installation Date.
- 3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

#### 4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

- 4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.
- 4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.
- 4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:
- (a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
  - (b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.
- 4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.
- 4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:
- (a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
  - (b) repair the Goods.
- 4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.
- 4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

#### 5. WARRANTY PERIOD (IF APPLICABLE)

- 5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

- (a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or
- (b) refund the Price.

#### 6. SUPPLY OF SERVICES (IF APPLICABLE)

- 6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.
- A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.
- 6.3 The Supplier must ensure that Services are delivered:
- (a) to a standard that meets or exceeds the Service Levels;
  - (b) in accordance with the warranties in clause 9.4; and
  - (c) by any Milestone Dates.
- 6.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

#### 7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

#### 8. SERVICE VARIATION (IF APPLICABLE)

- 8.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("Quote") setting out:
- (a) any impacts on the timing of or completion of tasks;
  - (b) the varied price and payment arrangements; and
  - (c) any changes to the terms that apply to the performance of the Services.
- 8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 8.3 If the Parties agree in writing to the terms of the Variation then:
- (a) the Supplier must perform the Services as varied by the Variation;
  - (b) the Government Party must pay the varied price;
  - (c) the terms and conditions of the Agreement are varied by the terms of the Variation.

#### 9. SUPPLIER'S WARRANTIES

- 9.1 If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:
- (a) conform with any description applied and any sample provided by the Supplier;
  - (b) are new (unless otherwise specified);
  - (c) are free from defects in materials, manufacture and workmanship;
  - (d) conform to any applicable Australian Standards or other standards nominated in this Agreement;
  - (e) conform to the Specifications and any technical Specifications provided by the Supplier;
  - (f) are of merchantable quality;
  - (g) are installed correctly (if the Supplier is responsible for installation);
  - (h) are fit for their intended purpose; and
  - (i) are manufactured and supplied without infringing any person's Intellectual Property Rights.



- 9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.
- 9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.
- 9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:
- comply with the description of the Services in Attachment 1;
  - be provided with due care and skill;
  - be provided in a timely and efficient manner;
  - be provided in accordance with the best practices current in the Supplier's industry;
  - be supplied without infringing any person's Intellectual Property Rights;
  - be performed by the Supplier and/or the Supplier's Personnel; and
  - be supplied in the most cost effective manner consistent with the required level of quality and performance.

#### 10. SUPPLIER'S PERSONNEL

- 10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.
- 10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, and the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.
- 10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.
- 10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.

#### 11. PRICE AND PAYMENT

- 11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.
- 11.2 Unless otherwise expressly stated the Price is inclusive of GST.
- 11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.

#### 12. GST

- 12.1 Subject to clause 12.2 the Supplier represents that:
- the ABN shown in Attachment 1 is the Supplier's ABN; and
  - it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth).
- 12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.

#### 13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.
- 13.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.

#### 14. INSURANCE

- 14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.

#### 15. LIABILITY LIMIT

- 15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

#### 16. CONFIDENTIAL INFORMATION

- 16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 16.2 A Party may disclose Confidential Information belonging to the other Party:
- to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
  - as required by law or a court order;
  - in accordance with any Parliamentary or constitutional convention;
  - to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement; or
  - for the purposes of prosecuting or defending proceedings.
- 16.3 The Parties may mutually agree to disclose Confidential Information.

#### 17. SET-OFF

Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.

#### 18. DISPUTE RESOLUTION

- 18.1 Subject to clause 18.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.
- 18.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.
- 18.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.
- 18.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

#### 19. ENDING THIS CONTRACT

- 19.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:
- the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;
  - the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;
  - the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;
  - the Supplier fails to comply with a notice issued under clause 10.2; or
  - the Supplier fails to disclose a conflict of interest;
  - any Other Termination Right occurs; or
  - the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 19.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attachment 1 ("Notice Period for Termination for Convenience").
- 19.3 If the Government Party terminates this Agreement in accordance with clause 19.2:
- the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and



- (b) the Supplier must comply with all reasonable directions given by the Government Party.
- 19.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.
- 20. EFFECT OF ENDING THIS CONTRACT**
- 20.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.
- 20.2 Despite termination or completion of this Agreement, this clause 20 and clauses 9, 13, 14, 15, 16, 17 and those Special Conditions that by their nature remain in force, shall survive.
- 21. SUBCONTRACTING**
- 21.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.
- 21.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.
- 22. CONFLICT OF INTEREST**
- 22.1 The Supplier must disclose in writing to the Government Party all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.
- 23. COMPLIANCE WITH LAWS**
- The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.
- 24. GOVERNING LAW AND JURISDICTION**
- 24.1 This Agreement is governed by the laws in the State of South Australia.
- 24.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.
- 25. ENTIRE AGREEMENT**
- The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.
- 26. NO ASSIGNMENT**
- 26.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.
- 26.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.
- 27. MODIFICATION**
- No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

**28. SEVERANCE**

- 28.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.
- 28.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

**29. COUNTERPARTS**

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.

**30. WORK HEALTH & SAFETY**

- 30.1 The Supplier must comply with the *Work Health and Safety Act 2012 (SA)* at all times, regardless of whether the Government Party issues direction in that regard or not.
- 30.2 If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.

**31. ACTING ETHICALLY**

The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009 (SA)*) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

**32. INTERPRETATION**

- 32.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.
- 32.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:
- Special Conditions (Attachment 4);
  - Standard Terms and Conditions (Attachment 2); and
  - the other Attachments.
- 32.3 In this Agreement (unless the context requires otherwise):
- a reference to any legislation includes:
    - all legislation, regulations and other forms of statutory instrument issued under that legislation; and
    - any modification, consolidation, amendment, re-enactment or substitution of that legislation;
  - a word in the singular includes the plural and a word in the plural includes the singular;
  - a reference to two or more persons is a reference to those persons jointly and severally;
  - a reference to dollars is to Australian dollars;
  - a reference to a Party includes that party's administrators, successors and permitted assigns.

**33. SPECIAL CONDITIONS**

The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.



### Attachment 3 - Glossary of Defined Terms

In this Agreement:

- (a) **"Acceptance Date"** means the date that the Goods are accepted by the Government Party;
- (b) **"Approved Subcontractors"** means those subcontractors specified in Attachment 1;
- (c) **"Business Day"** means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (d) **"Cartel Conduct"** means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);
- (e) **"Code of Ethics for the South Australian Public Sector"** is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);
- (f) **"Confidential Information"** means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (g) **"Consultancy Services"** means services provided by Consultants;
- (h) **"Consultant"** has the same meaning as in DPC027 *Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (i) **"Delivery Date"** means the date and time specified in Attachment 1 for delivery of the Goods;
- (j) **"Delivery Point"** means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (k) **"Extension Period"** means the period by which the Agreement is extended as specified in Attachment 1;
- (l) **"Goods"** means the goods specified in Attachment 1;
- (m) **"GST"** means the tax imposed by the GST Law;
- (n) **"GST Law"** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) **"Installation Date"** means the date specified in Attachment 1 for the installation of the Goods;
- (p) **"Intellectual Property Rights"** means all intellectual property rights, including but not limited to:
  - (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and
  - (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a), but for the avoidance of doubt excludes moral rights and performers' rights;
- (q) **"Machinery of Government Change"** means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (r) **"Measurement Period"** means the period over which the performance of a Service Level is measured;
- (s) **"Milestone Dates"** means dates by which Services must be delivered as specified in Attachment 1;
- (t) **"Named Persons"** means the persons specified in Attachment 1;
- (u) **"Notice Period for Termination for Convenience"** means the time period specified in Attachment 1;
- (v) **"Other Termination Right"** means the termination rights specified in Attachment 1;
- (w) **"Party"** means a party to this Agreement;
- (x) **"Personal Information"** means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;
- (y) **"Purchase Order"** means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (z) **"Price"** means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (aa) **"Service Levels"** means the service levels (if any) specified in the Specifications;
- (bb) **"Services"** means the services specified in Attachment 1;
- (cc) **"Special Conditions"** means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (dd) **"Specifications"** means the detailed description of the Goods/Services in Attachment 5;
- (ee) **"Supplier Personnel"** means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and includes the Named Persons;
- (ff) **"Term"** means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension and;
- (gg) **"Warranty Period"** means the period specified in Attachment 1.



#### Attachment 4 - Special Conditions

Not used.

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.

## Attachment 5 - Specifications

### Scope:

Undertake the role of Lead Reviewer for a joint project of the South Australian Fire and Emergency Services Commission (SAFECOM), South Australian Metropolitan Fire Service (MFS) and the Department of Treasury and Finance (DTF) to inquire into the expenditure of MFS and to make observations regarding the effective use of and sustainability of the budget allocated to MFS.

### Deliverables / Desired Outcomes:

- Review budget allocation across employee expenses, supplies and services and capital replacement;
- Review expenditure to identify cost structure and key cost drivers;
- Review staffing levels and configuration relative to the budget allocation;
- Review capital replacement needs relative to the budget allocation; and
- Provide observations regarding the effective allocation and sustainability of the budget.

### The Supplier will:

- Perform the role as Lead Reviewer of the Treasury Taskforce, conducting interviews with key personnel and stakeholders to elicit information relative to the operations, current financial management practices impacting on budgetary performance. In addition, to identify strengths, weaknesses, opportunities and threats to ongoing budgetary sustainability.
- Identify all legislative, policy settings and technical arrangements that will/are impact/ing on/or are relevant to future budgetary decision making and change management opportunities.
- Provide a comprehensive and compelling report for SAFECOM, MFS and DTF to help prepare a narrative that can be utilised to implement strategies to manage current and future cost pressures.

### Timeline and Milestones:

#### Project Initiation:

- Desktop Review: Week 1 & 2
- Problem Definition: Week 3 & 4

#### Submission Development:

- Consultation and Analysis: Week 3 to 10
- Submission Development: Week 3 to 6
- Drafting and Revision: Week 7 to 10
- Review and Finalisation: Week 11 & 12

#### Approval and Lodgement:

- Lodgement Final Paper: Week 11 & 12
- Feedback and Review: Week 12





## Attachment 6 – Pricing and Payment

Not used.

A handwritten signature in black ink, consisting of a stylized 'B' with a horizontal line through it.