



17 August 2012

Office of the
Director-General
Department of
Justice and Attorney-General

Lisa McCullough
State Manager
Spark & Cannon
Suite 3, Level 6 141 Queen Street
Brisbane QLD 4000

Dear Lisa,

**CONTRACT # 109.1213 – Recording & Transcribing Services for Child Protection
Commission Hearings**

Please find enclosed a signed copy of contract # 109.1213 for your records. The contract has now been executed by both parties.

Kind Regards,

Chris Jackson
Senior Procurement Officer

Financial Services
Department of Justice and Attorney-General
Level 13, 50 Ann Street
Brisbane QLD 4000

Phone: (07) 3247 4985
Email: chris.jackson@justice.qld.gov.au



Manual Purchase Requisition

Mandatory Field *

Vendor/supplier information (please attach written quotes)

Quote No.	Vendor name, phone & fax No.	Total Price (excl. GST)	GST.	Total price (incl. GST)
RFQ	Spark & Cannon, (07) 3211 5599, (02) 9211 4750			163085.56
109.1213				
Response				
Delivery address*				

Services will be provided in various locations as per contract # 109.1213. QLD 4000

Invoice address *

L30, 400 George Street, Brisbane 4000 - ATTN: Shannon Lowrie, Office Manager, QCPCI

Date supply/service required by * Delivery method

Nov 15, 2012 DJAG

Purchasing organisation

Plant

1002

Order Information

Line	Qty*	Unit of measure *	Material number	Description *	Vendor/supplier catalogue number	Price per unit (excl. GST) *	Tax code (2) *	Total (Incl. GST)	Profit centre (4) Cost centre (7) Internal order (8) WBS element Asset Shell *	GL Account code (6) *
10	142360	EA		Monitoring, recording and transcribing services for court hearings		1.00	PG			
20	4600	EA		Travel fees, meals and incidentals		1.00	PG			
30	1300	EA		Taxi fares		1.00	PG			
40				PRICING UNDER THE TERMS AND CONDITIONS OF						
50				Contract # 109.1213						
60				Note to QSS: DO NOT SEND TO VENDOR						
70				*FULL DOCUMENTATION OF FILE AT DJAG PROCUREMENT*						
								Total		163085.56

Purchasing approval (Purchasing Use Only)

I certify that the procurement process complies with the State Government and Host Department Purchasing Policies

Name	Chris Jacson	Date	
Position	Senior Procurement Officer	Signature	
Purchasing certification level	4	Date	10-12-2012

Expenditure Approval

Approval is given for expenditure to be incurred for the supply of goods/ services as detailed above.

I hereby certify that the expenditure is charged to the correct account and cost centre codes.

Name	John Sosso
Position	Director-General, Department of Justice and A-G
Signature	
Date	10-12-2012

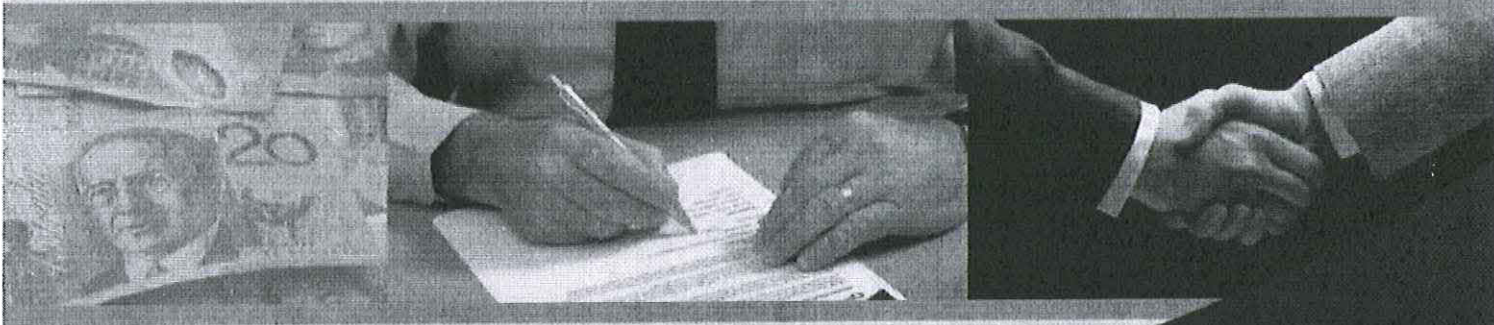
Recommended Supplier

Name	Spark & Cannon	Vendor number	6100176
Address	Suite 3, Level 6, 141 Queens Street Brisbane Qld 4000	Telephone number	(07) 3211 5599
S.O.A. No. (if applicable)	Not Applicable	Fax	(02) 9211 4750



Department of Justice and Attorney-General

Deed of Confidentiality and Privacy



DEED POLL OF CONFIDENTIALITY AND PRIVACY made by:

sch.4/4/6(1) name

..... (the "Confidant")

in favour of:

The State of Queensland (acting through the Child Protection Commission of Inquiry)

(the "Customer")

for the purpose of

Spark & Cannon Australasia Pty Limited

ACN/ABN 007 916 056 / 37 007 916 056

(the "Contractor")

For the provision of Recording and Transcribing Services for Child Protection Commission of Inquiry

Date of Contract: 13th August, 2012

Recitals:

- A. In the course of the Confidant performing certain Services for and/or delivering certain Goods to the Customer (whether directly or indirectly), the Confidant may become aware of information belonging to or in the possession of the Customer that is Confidential Information and/or Personal Information.
- B. Improper use or disclosure of either Confidential Information or Personal Information would severely damage the Customer's ability to perform its governmental/statutory functions.
- C. Any Personal Information held by the Contractor is subject to the *Information Privacy Act 2009*.
- D. The Confidant undertakes that it will comply with the *Information Privacy Act 2009* and gives other undertakings in relation to the collection, use, handling, distribution and disclosure of the Confidential Information and/or Personal Information in accordance with the terms of this Deed.

Agreed Covenants:

1. Recitals

1.1 The Confidant acknowledges the truth and accuracy of the Recitals.

2. Definitions and Interpretation

2.1 Definitions

In the interpretation of this Deed unless the contrary intention appears or the context otherwise requires or admits the following expressions shall have the following meanings:

"**Confidential Information**" means in relation to the Customer, information that is not trivial and:

- (a) is by its nature confidential;
- (b) is communicated by the Customer to the Confidant as confidential; and
- (c) the Confidant knows or ought to know is confidential.

Subject to (a), (b) and (c) above, Confidential Information includes information which is:

- (i) comprised in or relating to any Intellectual Property Rights of the Customer;
 - (ii) relating to the internal management and structure of the Customer, or the personnel, policies and strategies of the Customer;
 - (iii) of any actual or potential commercial value to the Customer or to the person or corporation which supplied that information;
 - (iv) in the case of the Customer, information relating to the policies, strategies, practices and procedures of the State and any information in the Confidant's possession relating to the State; or
 - (v) in the Confidant's possession relating to the Customer, and like information,
- but does not include information which:
- (vi) was already lawfully disclosed by the Customer prior to the Confidant being required to treat the information as confidential;
 - (vii) is lawfully received from a third party which is not bound by a duty of confidentiality;

- (viii) has become public knowledge (other than through a breach of an obligation of confidence under this Deed or Contract); and/or
- (ix) was independently developed or released by the Confidant or Contractor without reference to the Confidential Information.

"Contract" means the contract as described above between the Customer and the Contractor for the provision of the Goods and/or Services, including as amended from time to time by the parties to the contract;

"Contractor" means the entity specified in the Contract, from whom the Goods and/or Services are being procured;

"Deed" means this deed poll of confidentiality and privacy;

"Intellectual Property Rights" includes all copyright, trade mark, design, patent or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or protected by legislation from time to time, whether created before on or after the commencement date of the Contract, but excludes Moral Rights;

"Moral Rights" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968 (Cth)*, and rights of a similar nature anywhere in the world whether existing before, on or after the commencement date of the Contract;

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identify is apparent, or can reasonably be ascertained, from the information or opinion;

"State" means the State of Queensland.

2.2 Interpretation

2.2.1 In this Deed, the clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of this Deed.

2.2.2 The following rules shall apply in interpreting this Deed, unless the context otherwise requires:

- (a) words importing a gender include the other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;
- (f) a party includes its executors, administrators, liquidators, successors and permitted assigns;
- (g) "consent" means prior written consent;
- (h) "in writing" means either by letter, email or facsimile;
- (i) a reference to a clause, Schedule, attachment or annexure is a reference to a clause, Schedule, attachment or annexure to this Deed;
- (j) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Customer agrees otherwise;
- (k) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
- (l) a clause is a reference to all of its sub-clauses; and
- (m) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated.

3. Non Disclosure

3.1 The Confidant must not disclose the Confidential Information and/or Personal Information to any person without the consent of the Customer.

3.2 The Customer may grant or withhold its consent in its absolute and unfettered discretion.

3.3 If the Customer grants its consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Customer may require that the Confidant procure the execution of a deed of confidentiality and privacy in these terms by the person to whom the Confidant proposes to disclose the Confidential Information and/or Personal Information.

3.4 If the Customer grants consent subject to conditions, the Confidant must comply with those conditions.

3.5 The obligations of the Confidant under this Deed shall not be taken to have been breached where the Confidential Information and/or Personal Information is legally required to be disclosed.

4. Restriction on Use

4.1 The Confidant will use the Confidential Information and/or Personal Information only for the purposes of the Contract.

5. Survival

5.1 This Deed will survive the termination or expiry of the Contract and the termination or expiry of any employment or contract, or other arrangement under which the Confidant has obtained the Confidential Information and/or Personal Information.

6. Powers of the Customer

6.1 Production of Documents

6.1.1 The Customer may demand (without needing to reduce the demand to writing) the delivery up to the Customer of all documents in the possession or control of the Confidant containing the Confidential Information and/or Personal Information.

6.1.2 The Confidant must immediately comply with a demand under this clause 6.

6.1.3 If the Customer makes a demand under this clause 6, and the Confidant has placed or is aware that documents containing the Confidential Information and/or Personal Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information and/or Personal Information, and the identity of the person in whose custody or control they lie.

6.1.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

6.2 Legal Proceedings

6.2.1 The Confidant acknowledges that the Customer may take legal proceedings against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Confidant's Undertaking

7.1 The Confidant undertakes:

- (a) not to access, use, modify, disclose or retain any Confidential Information and/or Personal Information of the Customer that he or she has acquired from the Contractor, except for the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (b) in addition to any direction as to particular measures specified by the Contractor, take all reasonable measures to ensure that any Confidential Information and/or Personal Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.

8. Acknowledgement by Confidant

8.1 The Confidant undertakes that in signing this Deed:

- (a) he or she understands the Confidant's responsibilities in relation to Confidential Information and/or Personal Information;
- (b) he or she will not access, use, disclose or retain Confidential Information and/or Personal Information except in relation to the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (c) he or she understands the possible consequences of breach of this Deed.

8.2 The Confidant acknowledges that this Deed is made for the benefit of the Customer and may be enforced by the Customer.

9. No Exclusion of Law or Equity

9.1 This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information and/or privacy of the Personal Information.

10. Variation and Waiver

10.1 This Deed shall not be varied either in law or in equity except by agreement in writing signed by the Customer and the Confidant.

10.2 A waiver by the Customer of a breach of a provision of this Deed by the Confidant shall not constitute a waiver in respect of any other breach or of any subsequent breach of this Deed. The failure of the Customer to enforce a provision of this Deed shall not be interpreted as a waiver of that provision.

11. Applicable Law

11.1 The laws of the State govern this Deed and the Confidant submits to the non-exclusive jurisdiction of the courts of Queensland

12. Assignment

12.1 The Confidant shall not assign, in whole or in part, or novate this Deed except with the consent of the Customer.



13. Severability

- 13.1 If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

14. Remedies Cumulative

- 14.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.

15. Notices

- 15.1 Any notice or other form of communication (a "notice") which may be given to or served on the Confidant under this Deed must be in writing and must be sent by prepaid postage, fax or email or delivered by hand to the following address:

Customer:

Physical address: 50 Ann Street, Brisbane Qld 4000

Postal address: GPO Box 149, Brisbane Qld 4001

Phone number: 3227 6481

Fax number: 3239 0307

Email address: procurement@justice.qld.gov.au

Confidant:

Physical address: Suite 3, Level 6, 141 Queen Street Brisbane

Postal address: As above

Phone number: (07) 3211 5599

Fax number: (02) 9211 4750

Email address: brisbane@sparkandcannon.com.au

- 15.2 Notwithstanding clause 15.1, if the Confidant is a company then the Customer may serve a notice at any time on the Confidant's registered office.

- 15.3 A notice will be deemed to be given:

- (a) if posted – two Business Days after the date of posting;
- (b) if delivered by hand during a Business Day – on the date of delivery;
- (c) if faxed – on the date the sender's facsimile machine notes a complete and successful transmission; or
- (a) if emailed – on the date of the email;

except that a fax or email received after 5.00pm (local time of the receiver) will be deemed to be given on the next Business Day.

EXECUTED as a deed poll.

Authorisation, Certification and Execution by the Confidant (company)	
Executed for and on behalf of:)
Spark & Cannon Australasia Pty Limited)
ACN: 007 916 056)
ABN: 37 007 916 056)

sch.4/4/6(1) name



Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

OR

Authorisation, Certification and Execution by a Confidant (individual or partnership (^)) (*)	
sch.4/4/6(1)	
.....)
this 13th day of August 2012)
by)
.....)
<<insert full name of attorney (if applicable)>>)
Signature of attorney (if applicable))
in the presence of)
.....)
CHRISTOPHER HARRISTY)
<<insert full name of witness>>)
Signature of witness)

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

Privacy Statement - The Principal/Customer is collecting Personal Information from the Contractor for the purpose of administering this Deed of Confidentiality and Privacy. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering this Deed of Confidentiality and Privacy. Personal Information will not be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

<p>NOTE:</p> <p>(*) If a Confidant is an individual or partnership, then the above signature block will be applicable.</p> <p>(^) If the Confidant is a partnership, then all partners associated with the partnership must execute the above signature block, unless authorisation has been given to an attorney and such authority is in the form of an enduring power of attorney.</p>
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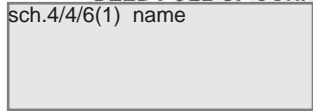
Department of Justice and Attorney-General

Deed of Confidentiality and Privacy



DEED POLL OF CONFIDENTIALITY AND PRIVACY made by:

sch.4/4/6(1) name



..... (the "Confidant")

in favour of:

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(the "Customer")

for the purpose of

Spark & Cannon Australasia Pty Limited

ACN/ABN 007 916 056 / 37 007 916 056

(the 'Contractor')

For the provision of Recording and Transcribing Services for Child Protection Commission of Inquiry

Date of Contract: 13th August, 2012

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- B. Improper use or disclosure of either Confidential Information or Personal Information would severely damage the Customer's ability to perform its governmental/statutory functions.
- C. Any Personal Information held by the Contractor is subject to the *Information Privacy Act 2009*.
- D. The Confidant undertakes that it will comply with the *Information Privacy Act 2009* and gives other undertakings in relation to the collection, use, handling, distribution and disclosure of the Confidential Information and/or Personal Information in accordance with the terms of this Deed.

Agreed Covenants:

1. Recitals

1.1 The Confidant acknowledges the truth and accuracy of the Recitals.

2. Definitions and Interpretation

2.1 Definitions

In the interpretation of this Deed unless the contrary intention appears or the context otherwise requires or admits the following expressions shall have the following meanings:

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- (a) is by its nature confidential;
- (b) is communicated by the Customer to the Confidant as confidential; and
- (c) the Confidant knows or ought to know is confidential.

Subject to (a), (b) and (c) above, Confidential Information includes information which is:

- (i) comprised in or relating to any Intellectual Property Rights of the Customer;
 - (ii) relating to the internal management and structure of the Customer, or the personnel, policies and strategies of the Customer;
 - (iii) of any actual or potential commercial value to the Customer or to the person or corporation which supplied that information;
 - (iv) in the case of the Customer, information relating to the policies, strategies, practices and procedures of the State and any information in the Confidant's possession relating to the State; or
 - (v) in the Confidant's possession relating to the Customer, and like information,
- but does not include information which:
- (vi) was already lawfully disclosed by the Customer prior to the Confidant being required to treat the information as confidential;
 - (vii) is lawfully received from a third party which is not bound by a duty of confidentiality;



- (viii) has become public knowledge (other than through a breach of an obligation of confidence under this Deed or Contract); and/or
- (ix) was independently developed or released by the Confidant or Contractor without reference to the Confidential Information.

"Contract" means the contract as described above between the Customer and the Contractor for the provision of the Goods and/or Services, including as amended from time to time by the parties to the contract;

"Contractor" means the entity specified in the Contract, from whom the Goods and/or Services are being procured;

"Deed" means this deed poll of confidentiality and privacy;

"Intellectual Property Rights" includes all copyright, trade mark, design, patent or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or protected by legislation from time to time, whether created before or after the commencement date of the Contract, but excludes Moral Rights;

"Moral Rights" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968 (Cth)*, and rights of a similar nature anywhere in the world whether existing before, on or after the commencement date of the Contract;

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identify is apparent, or can reasonably be ascertained, from the information or opinion;

"State" means the State of Queensland.

2.2 Interpretation

2.2.1 In this Deed, the clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of this Deed.

2.2.2 The following rules shall apply in interpreting this Deed, unless the context otherwise requires:

- (a) words importing a gender include the other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;
- (f) a party includes its executors, administrators, liquidators, successors and permitted assigns;
- (g) "consent" means prior written consent;
- (h) "in writing" means either by letter, email or facsimile;
- (i) a reference to a clause, Schedule, attachment or annexure is a reference to a clause, Schedule, attachment or annexure to this Deed;
- (j) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Customer agrees otherwise;
- (k) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
- (l) a clause is a reference to all of its sub-clauses; and
- (m) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated.

3. Non Disclosure

3.1 The Confidant must not disclose the Confidential Information and/or Personal Information to any person without the consent of the Customer.

3.2 The Customer may grant or withhold its consent in its absolute and unfettered discretion.

3.3 If the Customer grants its consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Customer may require that the Confidant procure the execution of a deed of confidentiality and privacy in these terms by the person to whom the Confidant proposes to disclose the Confidential Information and/or Personal Information.

3.4 If the Customer grants consent subject to conditions, the Confidant must comply with those conditions.

3.5 The obligations of the Confidant under this Deed shall not be taken to have been breached where the Confidential Information and/or Personal Information is legally required to be disclosed.



4. Restriction on Use

4.1 The Confidant will use the Confidential Information and/or Personal Information only for the purposes of the Contract.

5. Survival

5.1 This Deed will survive the termination or expiry of the Contract and the termination or expiry of any employment or contract, or other arrangement under which the Confidant has obtained the Confidential Information and/or Personal Information.

6. Powers of the Customer

6.1 Production of Documents

6.1.1 The Customer may demand (without needing to reduce the demand to writing) the delivery up to the Customer of all documents in the possession or control of the Confidant containing the Confidential Information and/or Personal Information.

6.1.2 The Confidant must immediately comply with a demand under this clause 6.

6.1.3 If the Customer makes a demand under this clause 6, and the Confidant has placed or is aware that documents containing the Confidential Information and/or Personal Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information and/or Personal Information, and the identity of the person in whose custody or control they lie.

6.1.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

6.2 Legal Proceedings

6.2.1 The Confidant acknowledges that the Customer may take legal proceedings against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Confidant's Undertaking

7.1 The Confidant undertakes:

- (a) not to access, use, modify, disclose or retain any Confidential Information and/or Personal Information of the Customer that he or she has acquired from the Contractor, except for the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (b) in addition to any direction as to particular measures specified by the Contractor, take all reasonable measures to ensure that any Confidential Information and/or Personal Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.

8. Acknowledgement by Confidant

8.1 The Confidant undertakes that in signing this Deed:

- (a) he or she understands the Confidant's responsibilities in relation to Confidential Information and/or Personal Information;
- (b) he or she will not access, use, disclose or retain Confidential Information and/or Personal Information except in relation to the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (c) he or she understands the possible consequences of breach of this Deed.

8.2 The Confidant acknowledges that this Deed is made for the benefit of the Customer and may be enforced by the Customer.

9. No Exclusion of Law or Equity

9.1 This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information and/or privacy of the Personal Information.

10. Variation and Waiver

10.1 This Deed shall not be varied either in law or in equity except by agreement in writing signed by the Customer and the Confidant.

10.2 A waiver by the Customer of a breach of a provision of this Deed by the Confidant shall not constitute a waiver in respect of any other breach or of any subsequent breach of this Deed. The failure of the Customer to enforce a provision of this Deed shall not be interpreted as a waiver of that provision.

11. Applicable Law

11.1 The laws of the State govern this Deed and the Confidant submits to the non-exclusive jurisdiction of the courts of Queensland

12. Assignment

12.1 The Confidant shall not assign, in whole or in part, or novate this Deed except with the consent of the Customer.



13. Severability

- 13.1 If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

14. Remedies Cumulative

- 14.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.

15. Notices

- 15.1 Any notice or other form of communication (a "notice") which may be given to or served on the Confidant under this Deed must be in writing and must be sent by prepaid postage, fax or email or delivered by hand to the following address:

Customer:

Physical address: 50 Ann Street, Brisbane Qld 4000
Postal address: GPO Box 149, Brisbane Qld 4001
Phone number: 3227 6481
Fax number: 3239 0307
Email address: procurement@justice.qld.gov.au

Confidant:

Physical address: Suite 3, Level 6, 141 Queen Street Brisbane
Postal address: As above
Phone number: (07) 3211 5599
Fax number: (02) 9211 4750
Email address: brisbane@sparkandcannon.com.au

- 15.2 Notwithstanding clause 15.1, if the Confidant is a company then the Customer may serve a notice at any time on the Confidant's registered office.

- 15.3 A notice will be deemed to be given:

- (a) if posted – two Business Days after the date of posting;
- (b) if delivered by hand during a Business Day – on the date of delivery;
- (c) if faxed – on the date the sender's facsimile machine notes a complete and successful transmission; or
- (a) if emailed – on the date of the email;

except that a fax or email received after 5.00pm (local time of the receiver) will be deemed to be given on the next Business Day.

EXECUTED as a deed poll.

Authorisation, Certification and Execution by the Confidant (company)	
Executed for and on behalf of:)
Spark & Cannon Australasia Pty Limited)
ACN: 007 916 056)
ABN: 37 007 916 056)
<i>in accordance with s 127 of the Corporations Act 2001 (Cth)</i>)
sch.4/4/6(1) name	

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

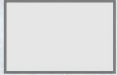
OR

Authorisation, Certification and Execution by a Confidant (individual or partnership ^(*)) ^(*)	
[Redacted]	
.....)
this 13th day of August 2012)
by)
.....)
<<insert full name of attorney (if applicable)>>)
.....)
Signature of attorney (if applicable))
in the presence of)
.....)
Sam Fagan)
.....)
Signature of witness)
<<insert full name of witness>>)

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

Privacy Statement - The Principal/Customer is collecting Personal Information from the Contractor for the purpose of administering this Deed of Confidentiality and Privacy. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering this Deed of Confidentiality and Privacy. Personal Information will not be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

NOTE:	
(*)	If a Confidant is an individual or partnership, then the above signature block will be applicable.
(*)	If the Confidant is a partnership, then all partners associated with the partnership must execute the above signature block, unless authorisation has been given to an attorney and such authority is in the form of an enduring power of attorney.



Department of Justice and Attorney-General

Deed of Confidentiality and Privacy



DEED POLL OF CONFIDENTIALITY AND PRIVACY made by:

sch.4/4/6(1) name
[Redacted]

..... (the "Confidant")

in favour of:

The State of Queensland (acting through the Child Protection Commission of Inquiry)

(the "Customer")

for the purpose of

Spark & Cannon Australasia Pty Limited

ACN/ABN 007 916 056 / 37 007 916 056
(the 'Contractor')

For the provision of Recording and Transcribing Services for Child Protection Commission of Inquiry

Date of Contract 13th August, 2012

Recitals:

- A. In the course of the Confidant performing certain Services for and/or delivering certain Goods to the Customer (whether directly or indirectly), the Confidant may become aware of information belonging to or in the possession of the Customer that is Confidential Information and/or Personal Information.
- B. Improper use or disclosure of either Confidential Information or Personal Information would severely damage the Customer's ability to perform its governmental/statutory functions.
- C. Any Personal Information held by the Contractor is subject to the *Information Privacy Act 2009*.
- D. The Confidant undertakes that it will comply with the *Information Privacy Act 2009* and gives other undertakings in relation to the collection, use, handling, distribution and disclosure of the Confidential Information and/or Personal Information in accordance with the terms of this Deed.

Agreed Covenants:

1. Recitals

- 1.1 The Confidant acknowledges the truth and accuracy of the Recitals.

2. Definitions and Interpretation

2.1 Definitions

In the interpretation of this Deed unless the contrary intention appears or the context otherwise requires or admits the following expressions shall have the following meanings:

"**Confidential Information**" means in relation to the Customer, information that is not trivial and:

- (a) is by its nature confidential;
- (b) is communicated by the Customer to the Confidant as confidential; and
- (c) the Confidant knows or ought to know is confidential.

Subject to (a), (b) and (c) above, Confidential Information includes information which is:

- (i) comprised in or relating to any Intellectual Property Rights of the Customer;
 - (ii) relating to the internal management and structure of the Customer, or the personnel, policies and strategies of the Customer;
 - (iii) of any actual or potential commercial value to the Customer or to the person or corporation which supplied that information;
 - (iv) in the case of the Customer, information relating to the policies, strategies, practices and procedures of the State and any information in the Confidant's possession relating to the State; or
 - (v) in the Confidant's possession relating to the Customer, and like information,
- but does not include information which:
- (vi) was already lawfully disclosed by the Customer prior to the Confidant being required to treat the information as confidential;
 - (vii) is lawfully received from a third party which is not bound by a duty of confidentiality;



- (viii) has become public knowledge (other than through a breach of an obligation of confidence under this Deed or Contract); and/or
- (ix) was independently developed or released by the Confidant or Contractor without reference to the Confidential Information.

"Contract" means the contract as described above between the Customer and the Contractor for the provision of the Goods and/or Services, including as amended from time to time by the parties to the contract;

"Contractor" means the entity specified in the Contract, from whom the Goods and/or Services are being procured;

"Deed" means this deed poll of confidentiality and privacy;

"Intellectual Property Rights" includes all copyright, trade mark, design, patent or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or protected by legislation from time to time, whether created before on or after the commencement date of the Contract, but excludes Moral Rights;

"Moral Rights" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968 (Cth)*, and rights of a similar nature anywhere in the world whether existing before, on or after the commencement date of the Contract;

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

"State" means the State of Queensland.

2.2 Interpretation

2.2.1 In this Deed, the clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of this Deed.

2.2.2 The following rules shall apply in interpreting this Deed, unless the context otherwise requires:

- (a) words importing a gender include the other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;
- (f) a party includes its executors, administrators, liquidators, successors and permitted assigns;
- (g) "consent" means prior written consent;
- (h) "in writing" means either by letter, email or facsimile;
- (i) a reference to a clause, Schedule, attachment or annexure is a reference to a clause, Schedule, attachment or annexure to this Deed;
- (j) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Customer agrees otherwise;
- (k) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
- (l) a clause is a reference to all of its sub-clauses; and
- (m) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated.

3. Non Disclosure

3.1 The Confidant must not disclose the Confidential Information and/or Personal Information to any person without the consent of the Customer.

3.2 The Customer may grant or withhold its consent in its absolute and unfettered discretion.

3.3 If the Customer grants its consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Customer may require that the Confidant procure the execution of a deed of confidentiality and privacy in these terms by the person to whom the Confidant proposes to disclose the Confidential Information and/or Personal Information.

3.4 If the Customer grants consent subject to conditions, the Confidant must comply with those conditions.

3.5 The obligations of the Confidant under this Deed shall not be taken to have been breached where the Confidential Information and/or Personal Information is legally required to be disclosed.



4. Restriction on Use

4.1 The Confidant will use the Confidential Information and/or Personal Information only for the purposes of the Contract

5. Survival

5.1 This Deed will survive the termination or expiry of the Contract and the termination or expiry of any employment or contract, or other arrangement under which the Confidant has obtained the Confidential Information and/or Personal Information.

6. Powers of the Customer

6.1 Production of Documents

6.1.1 The Customer may demand (without needing to reduce the demand to writing) the delivery up to the Customer of all documents in the possession or control of the Confidant containing the Confidential Information and/or Personal Information.

6.1.2 The Confidant must immediately comply with a demand under this clause 6.

6.1.3 If the Customer makes a demand under this clause 6, and the Confidant has placed or is aware that documents containing the Confidential Information and/or Personal Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information and/or Personal Information, and the identity of the person in whose custody or control they lie.

6.1.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not

6.2 Legal Proceedings

6.2.1 The Confidant acknowledges that the Customer may take legal proceedings against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Confidant's Undertaking

7.1 The Confidant undertakes:

- (a) not to access, use, modify, disclose or retain any Confidential Information and/or Personal Information of the Customer that he or she has acquired from the Contractor, except for the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (b) in addition to any direction as to particular measures specified by the Contractor, take all reasonable measures to ensure that any Confidential Information and/or Personal Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.

8. Acknowledgement by Confidant

8.1 The Confidant undertakes that in signing this Deed:

- (a) he or she understands the Confidant's responsibilities in relation to Confidential Information and/or Personal Information;
- (b) he or she will not access, use, disclose or retain Confidential Information and/or Personal Information except in relation to the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (c) he or she understands the possible consequences of breach of this Deed.

8.2 The Confidant acknowledges that this Deed is made for the benefit of the Customer and may be enforced by the Customer.

9. No Exclusion of Law or Equity

9.1 This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information and/or privacy of the Personal Information.

10. Variation and Waiver

10.1 This Deed shall not be varied either in law or in equity except by agreement in writing signed by the Customer and the Confidant

10.2 A waiver by the Customer of a breach of a provision of this Deed by the Confidant shall not constitute a waiver in respect of any other breach or of any subsequent breach of this Deed. The failure of the Customer to enforce a provision of this Deed shall not be interpreted as a waiver of that provision.

11. Applicable Law

11.1 The laws of the State govern this Deed and the Confidant submits to the non-exclusive jurisdiction of the courts of Queensland

12. Assignment

12.1 The Confidant shall not assign, in whole or in part, or novate this Deed except with the consent of the Customer.



13. Severability

- 13.1 If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

14. Remedies Cumulative

- 14.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.

15. Notices

- 15.1 Any notice or other form of communication (a "notice") which may be given to or served on the Confidant under this Deed must be in writing and must be sent by prepaid postage, fax or email or delivered by hand to the following address:

Customer:

Physical address: 50 Ann Street, Brisbane Qld 4000
Postal address: GPO Box 149, Brisbane Qld 4001
Phone number: 3227 6481
Fax number: 3239 0307
Email address: procurement@justice.qld.gov.au

Confidant:

Physical address: Suite 3, Level 6, 141 Queen Street Brisbane
Postal address: As above
Phone number: (07) 3211 5599
Fax number: (02) 9211 4750
Email address: brisbane@sparkandcannon.com.au

- 15.2 Notwithstanding clause 15.1, if the Confidant is a company then the Customer may serve a notice at any time on the Confidant's registered office.

- 15.3 A notice will be deemed to be given:

- (a) if posted – two Business Days after the date of posting;
- (b) if delivered by hand during a Business Day – on the date of delivery;
- (c) if faxed – on the date the sender's facsimile machine notes a complete and successful transmission; or
- (a) if emailed – on the date of the email;

except that a fax or email received after 5.00pm (local time of the receiver) will be deemed to be given on the next Business Day.

EXECUTED as a deed poll.

Authorisation, Certification and Execution by the Confidant (company)	
Executed for and on behalf of:)
Spark & Cannon Australasia Pty Limited)
ACN: 007 916 056)
ABN: 37 007 916 056)
)
)
)

In accordance with s 197 of the Companies Act (1993) (CA) sch.4/4/6(1) name

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

OR

Authorisation, Certification and Execution by a Confidant (individual or partnership (^)) (*)	
Signed, sealed and delivered by)
[Redacted])
)
)
Signature of Confidant)
)
this 13th day of August 2012)
by)
)
<<insert full name of attorney (if applicable)>>)
)
Signature of attorney (if applicable))
in the presence of)
Sam Fagan)
<<insert full name of witness>>)
)
Signature of witness)

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

Privacy Statement - The Principal/Customer is collecting Personal Information from the Contractor for the purpose of administering this Deed of Confidentiality and Privacy. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering this Deed of Confidentiality and Privacy. Personal Information will not be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

NOTE:
 (*) If a Confidant is an individual or partnership, then the above signature block will be applicable.
 (^) If the Confidant is a partnership, then all partners associated with the partnership must execute the above signature block, unless authorisation has been given to an attorney and such authority is in the form of an enduring power of attorney.



Department of Justice and Attorney-General

Deed of Confidentiality and Privacy



DEED POLL OF CONFIDENTIALITY AND PRIVACY made by:

sch.4/4/6(1) name

..... (the "Confidant")

in favour of:

The State of Queensland (acting through the Child Protection Commission of Inquiry)

(the "Customer")

for the purpose of

Spark & Cannon Australasia Pty Limited

ACN/ABN 007 916 056 / 37 007 916 056
(the 'Contractor')

For the provision of Recording and Transcribing Services for Child Protection Commission of Inquiry

Date of Contract: 13th August, 2012

Recitals:

- A. In the course of the Confidant performing certain Services for and/or delivering certain Goods to the Customer (whether directly or indirectly), the Confidant may become aware of information belonging to or in the possession of the Customer that is Confidential Information and/or Personal Information.
- B. Improper use or disclosure of either Confidential Information or Personal Information would severely damage the Customer's ability to perform its governmental/statutory functions.
- C. Any Personal Information held by the Contractor is subject to the *Information Privacy Act 2009*.
- D. The Confidant undertakes that it will comply with the *Information Privacy Act 2009* and gives other undertakings in relation to the collection, use, handling, distribution and disclosure of the Confidential Information and/or Personal Information in accordance with the terms of this Deed.

Agreed Covenants:

1. Recitals

1.1 The Confidant acknowledges the truth and accuracy of the Recitals.

2. Definitions and Interpretation

2.1 Definitions

In the interpretation of this Deed unless the contrary intention appears or the context otherwise requires or admits the following expressions shall have the following meanings:

"Confidential Information" means in relation to the Customer, information that is not trivial and:

- (a) is by its nature confidential;
- (b) is communicated by the Customer to the Confidant as confidential; and
- (c) the Confidant knows or ought to know is confidential.

Subject to (a), (b) and (c) above, Confidential Information includes information which is:

- (i) comprised in or relating to any Intellectual Property Rights of the Customer;
- (ii) relating to the internal management and structure of the Customer, or the personnel, policies and strategies of the Customer;
- (iii) of any actual or potential commercial value to the Customer or to the person or corporation which supplied that information;
- (iv) in the case of the Customer, information relating to the policies, strategies, practices and procedures of the State and any information in the Confidant's possession relating to the State; or
- (v) in the Confidant's possession relating to the Customer, and like information, but does not include information which:
- (vi) was already lawfully disclosed by the Customer prior to the Confidant being required to treat the information as confidential;
- (vii) is lawfully received from a third party which is not bound by a duty of confidentiality;



- (viii) has become public knowledge (other than through a breach of an obligation of confidence under this Deed or Contract); and/or
- (ix) was independently developed or released by the Confidant or Contractor without reference to the Confidential Information.

"Contract" means the contract as described above between the Customer and the Contractor for the provision of the Goods and/or Services, including as amended from time to time by the parties to the contract;

"Contractor" means the entity specified in the Contract, from whom the Goods and/or Services are being procured;

"Deed" means this deed poll of confidentiality and privacy;

"Intellectual Property Rights" includes all copyright, trade mark, design, patent or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or protected by legislation from time to time, whether created before on or after the commencement date of the Contract, but excludes Moral Rights;

"Moral Rights" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968 (Cth)*, and rights of a similar nature anywhere in the world whether existing before, on or after the commencement date of the Contract;

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

"State" means the State of Queensland.

2.2 Interpretation

2.2.1 In this Deed, the clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of this Deed.

2.2.2 The following rules shall apply in interpreting this Deed, unless the context otherwise requires:

- (a) words importing a gender include the other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;
- (f) a party includes its executors, administrators, liquidators, successors and permitted assigns;
- (g) "consent" means prior written consent;
- (h) "in writing" means either by letter, email or facsimile;
- (i) a reference to a clause, Schedule, attachment or annexure is a reference to a clause, Schedule, attachment or annexure to this Deed;
- (j) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Customer agrees otherwise;
- (k) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
- (l) a clause is a reference to all of its sub-clauses; and
- (m) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated.

3. Non Disclosure

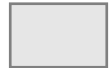
3.1 The Confidant must not disclose the Confidential Information and/or Personal Information to any person without the consent of the Customer.

3.2 The Customer may grant or withhold its consent in its absolute and unfettered discretion.

3.3 If the Customer grants its consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Customer may require that the Confidant procure the execution of a deed of confidentiality and privacy in these terms by the person to whom the Confidant proposes to disclose the Confidential Information and/or Personal Information.

3.4 If the Customer grants consent subject to conditions, the Confidant must comply with those conditions.

3.5 The obligations of the Confidant under this Deed shall not be taken to have been breached where the Confidential Information and/or Personal Information is legally required to be disclosed.



4. Restriction on Use

4.1 The Confidant will use the Confidential Information and/or Personal Information only for the purposes of the Contract.

5. Survival

5.1 This Deed will survive the termination or expiry of the Contract and the termination or expiry of any employment or contract, or other arrangement under which the Confidant has obtained the Confidential Information and/or Personal Information.

6. Powers of the Customer

6.1 Production of Documents

6.1.1 The Customer may demand (without needing to reduce the demand to writing) the delivery up to the Customer of all documents in the possession or control of the Confidant containing the Confidential Information and/or Personal Information.

6.1.2 The Confidant must immediately comply with a demand under this clause 6.

6.1.3 If the Customer makes a demand under this clause 6, and the Confidant has placed or is aware that documents containing the Confidential Information and/or Personal Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information and/or Personal Information, and the identity of the person in whose custody or control they lie.

6.1.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

6.2 Legal Proceedings

6.2.1 The Confidant acknowledges that the Customer may take legal proceedings against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Confidant's Undertaking

7.1 The Confidant undertakes:

- (a) not to access, use, modify, disclose or retain any Confidential Information and/or Personal Information of the Customer that he or she has acquired from the Contractor, except for the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (b) in addition to any direction as to particular measures specified by the Contractor, take all reasonable measures to ensure that any Confidential Information and/or Personal Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.

8. Acknowledgement by Confidant

8.1 The Confidant undertakes that in signing this Deed:

- (a) he or she understands the Confidant's responsibilities in relation to Confidential Information and/or Personal Information;
- (b) he or she will not access, use, disclose or retain Confidential Information and/or Personal Information except in relation to the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (c) he or she understands the possible consequences of breach of this Deed.

8.2 The Confidant acknowledges that this Deed is made for the benefit of the Customer and may be enforced by the Customer.

9. No Exclusion of Law or Equity

9.1 This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information and/or privacy of the Personal Information.

10. Variation and Waiver

10.1 This Deed shall not be varied either in law or in equity except by agreement in writing signed by the Customer and the Confidant.

10.2 A waiver by the Customer of a breach of a provision of this Deed by the Confidant shall not constitute a waiver in respect of any other breach or of any subsequent breach of this Deed. The failure of the Customer to enforce a provision of this Deed shall not be interpreted as a waiver of that provision.

11. Applicable Law

11.1 The laws of the State govern this Deed and the Confidant submits to the non-exclusive jurisdiction of the courts of Queensland.

12. Assignment

12.1 The Confidant shall not assign, in whole or in part, or novate this Deed except with the consent of the Customer.



13. Severability

13.1 If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

14. Remedies Cumulative

14.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.

15. Notices

15.1 Any notice or other form of communication (a "notice") which may be given to or served on the Confidant under this Deed must be in writing and must be sent by prepaid postage, fax or email or delivered by hand to the following address:

Customer:

Physical address: 50 Ann Street, Brisbane Qld 4000
Postal address: GPO Box 149, Brisbane Qld 4001
Phone number: 3227 6481
Fax number: 3239 0307
Email address: procurement@justice.qld.gov.au

Confidant:

Physical address: Suite 3, Level 6, 141 Queen Street Brisbane
Postal address: As above
Phone number: (07) 3211 5599
Fax number: (02) 9211 4750
Email address: brisbane@sparkandcannon.com.au

15.2 Notwithstanding clause 15.1, if the Confidant is a company then the Customer may serve a notice at any time on the Confidant's registered office.

15.3 A notice will be deemed to be given:

- (a) if posted – two Business Days after the date of posting;
- (b) if delivered by hand during a Business Day – on the date of delivery;
- (c) if faxed – on the date the sender's facsimile machine notes a complete and successful transmission; or
- (a) if emailed – on the date of the email;

except that a fax or email received after 5.00pm (local time of the receiver) will be deemed to be given on the next Business Day.

EXECUTED as a deed poll.

Authorisation, Certification and Execution by the Confidant (company)	
Executed for and on behalf of:)
Spark & Cannon Australasia Pty Limited)
ACN: 007 916 056)
ABN: 37 007 916 056)
<i>in accordance with s.127 of the Corporations Act 2001 (Cth)</i>)

sch.4/4/6(1) name

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

OR

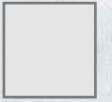
Authorisation, Certification and Execution by a Confidant (individual)	
Signed, sealed and delivered by)
.....)
.....)
.....)
this 13th day of August 2012)
by)
.....)
<<insert full name of attorney (if applicable)>>)
Signature of attorney (if applicable))
.....)
in the presence of)
Sam Fagan)
<<insert full name of witness>>)
Signature of witness)

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

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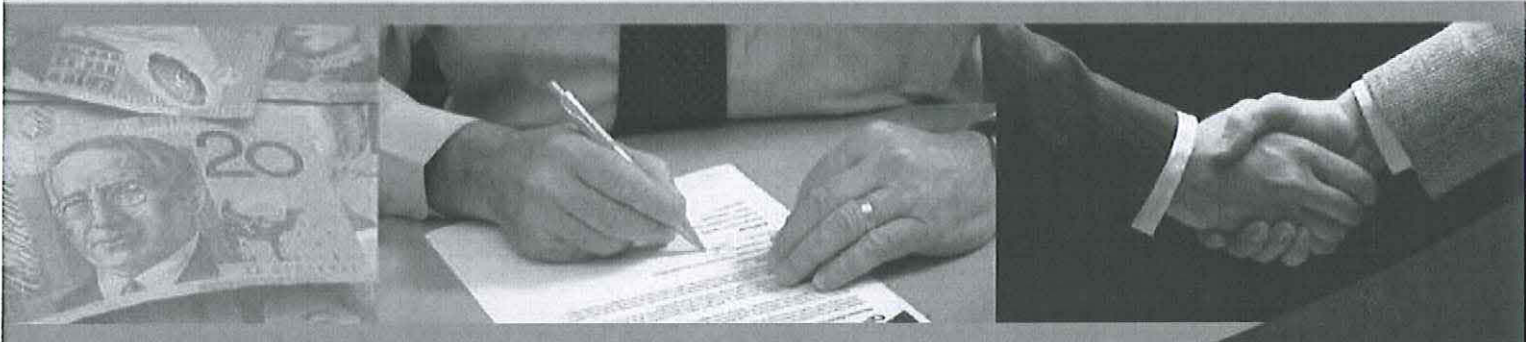
NOTE:

- (*) If a Confidant is an individual or partnership, then the above signature block will be applicable.
- (^) If the Confidant is a partnership, then all partners associated with the partnership must execute the above signature block, unless authorisation has been given to an attorney and such authority is in the form of an enduring power of attorney.



Department of Justice and Attorney-General

Deed of Confidentiality and Privacy



DEED POLL OF CONFIDENTIALITY AND PRIVACY made by:

sch.4/4/6(1)

..... (the "Confidant")

in favour of:

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(the "Customer")

for the purpose of

Spark & Cannon Australasia Pty Limited

ACN/ABN 007 916 056 / 37 007 916 056
(the 'Contractor')

For the provision of Recording and Transcribing Services for Child Protection Commission of Inquiry

Date of Contract: 13th August, 2012

Recitals:

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- B. Improper use or disclosure of either Confidential Information or Personal Information would severely damage the Customer's ability to perform its governmental/statutory functions.
- C. Any Personal Information held by the Contractor is subject to the *Information Privacy Act 2009*.
- D. The Confidant undertakes that it will comply with the *Information Privacy Act 2009* and gives other undertakings in relation to the collection, use, handling, distribution and disclosure of the Confidential Information and/or Personal Information in accordance with the terms of this Deed.

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1.1 The Confidant acknowledges the truth and accuracy of the Recitals.

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2.1 Definitions

In the interpretation of this Deed unless the contrary intention appears or the context otherwise requires or admits the following expressions shall have the following meanings:

"**Confidential Information**" means in relation to the Customer, information that is not trivial and:

- (a) is by its nature confidential;
- (b) is communicated by the Customer to the Confidant as confidential; and
- (c) the Confidant knows or ought to know is confidential.

Subject to (a), (b) and (c) above, Confidential Information includes information which is:

- (i) comprised in or relating to any Intellectual Property Rights of the Customer;
 - (ii) relating to the internal management and structure of the Customer, or the personnel, policies and strategies of the Customer;
 - (iii) of any actual or potential commercial value to the Customer or to the person or corporation which supplied that information;
 - (iv) in the case of the Customer, information relating to the policies, strategies, practices and procedures of the State and any information in the Confidant's possession relating to the State; or
 - (v) in the Confidant's possession relating to the Customer, and like information,
- but does not include information which:
- (vi) was already lawfully disclosed by the Customer prior to the Confidant being required to treat the information as confidential;
 - (vii) is lawfully received from a third party which is not bound by a duty of confidentiality;



- (viii) has become public knowledge (other than through a breach of an obligation of confidence under this Deed or Contract); and/or
- (ix) was independently developed or released by the Confidant or Contractor without reference to the Confidential Information.

"Contract" means the contract as described above between the Customer and the Contractor for the provision of the Goods and/or Services, including as amended from time to time by the parties to the contract;

"Contractor" means the entity specified in the Contract, from whom the Goods and/or Services are being procured;

"Deed" means this deed poll of confidentiality and privacy;

"Intellectual Property Rights" includes all copyright, trade mark, design, patent or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or protected by legislation from time to time, whether created before or after the commencement date of the Contract, but excludes Moral Rights;

"Moral Rights" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968 (Cth)*, and rights of a similar nature anywhere in the world whether existing before, on or after the commencement date of the Contract;

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identify is apparent, or can reasonably be ascertained, from the information or opinion;

"State" means the State of Queensland.

2.2 Interpretation

2.2.1 In this Deed, the clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of this Deed.

2.2.2 The following rules shall apply in interpreting this Deed, unless the context otherwise requires:

- (a) words importing a gender include the other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;
- (f) a party includes its executors, administrators, liquidators, successors and permitted assigns;
- (g) "consent" means prior written consent;
- (h) "in writing" means either by letter, email or facsimile;
- (i) a reference to a clause, Schedule, attachment or annexure is a reference to a clause, Schedule, attachment or annexure to this Deed;
- (j) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Customer agrees otherwise;
- (k) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
- (l) a clause is a reference to all of its sub-clauses; and
- (m) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated.

3. Non Disclosure

3.1 The Confidant must not disclose the Confidential Information and/or Personal Information to any person without the consent of the Customer.

3.2 The Customer may grant or withhold its consent in its absolute and unfettered discretion.

3.3 If the Customer grants its consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Customer may require that the Confidant procure the execution of a deed of confidentiality and privacy in these terms by the person to whom the Confidant proposes to disclose the Confidential Information and/or Personal Information.

3.4 If the Customer grants consent subject to conditions, the Confidant must comply with those conditions.

3.5 The obligations of the Confidant under this Deed shall not be taken to have been breached where the Confidential Information and/or Personal Information is legally required to be disclosed.



4. Restriction on Use

4.1 The Confidant will use the Confidential Information and/or Personal Information only for the purposes of the Contract.

5. Survival

5.1 This Deed will survive the termination or expiry of the Contract and the termination or expiry of any employment or contract, or other arrangement under which the Confidant has obtained the Confidential Information and/or Personal Information.

6. Powers of the Customer

6.1 Production of Documents

6.1.1 The Customer may demand (without needing to reduce the demand to writing) the delivery up to the Customer of all documents in the possession or control of the Confidant containing the Confidential Information and/or Personal Information.

6.1.2 The Confidant must immediately comply with a demand under this clause 6.

6.1.3 If the Customer makes a demand under this clause 6, and the Confidant has placed or is aware that documents containing the Confidential Information and/or Personal Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information and/or Personal Information, and the identity of the person in whose custody or control they lie.

6.1.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

6.2 Legal Proceedings

6.2.1 The Confidant acknowledges that the Customer may take legal proceedings against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Confidant's Undertaking

7.1 The Confidant undertakes:

- (a) not to access, use, modify, disclose or retain any Confidential Information and/or Personal Information of the Customer that he or she has acquired from the Contractor, except for the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (b) in addition to any direction as to particular measures specified by the Contractor, take all reasonable measures to ensure that any Confidential Information and/or Personal Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.

8. Acknowledgement by Confidant

8.1 The Confidant undertakes that in signing this Deed:

- (a) he or she understands the Confidant's responsibilities in relation to Confidential Information and/or Personal Information;
- (b) he or she will not access, use, disclose or retain Confidential Information and/or Personal Information except in relation to the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (c) he or she understands the possible consequences of breach of this Deed.

8.2 The Confidant acknowledges that this Deed is made for the benefit of the Customer and may be enforced by the Customer.

9. No Exclusion of Law or Equity

9.1 This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information and/or privacy of the Personal Information.

10. Variation and Waiver

10.1 This Deed shall not be varied either in law or in equity except by agreement in writing signed by the Customer and the Confidant.

10.2 A waiver by the Customer of a breach of a provision of this Deed by the Confidant shall not constitute a waiver in respect of any other breach or of any subsequent breach of this Deed. The failure of the Customer to enforce a provision of this Deed shall not be interpreted as a waiver of that provision.

11. Applicable Law

11.1 The laws of the State govern this Deed and the Confidant submits to the non-exclusive jurisdiction of the courts of Queensland

12. Assignment

12.1 The Confidant shall not assign, in whole or in part, or novate this Deed except with the consent of the Customer.



13. Severability

- 13.1 If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

14. Remedies Cumulative

- 14.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.

15. Notices

- 15.1 Any notice or other form of communication (a "notice") which may be given to or served on the Confidant under this Deed must be in writing and must be sent by prepaid postage, fax or email or delivered by hand to the following address:

Customer:

Physical address: 50 Ann Street, Brisbane Qld 4000
Postal address: GPO Box 149, Brisbane Qld 4001
Phone number: 3227 6481
Fax number: 3239 0307
Email address: procurement@justice.qld.gov.au

Confidant:

Physical address: Suite 3, Level 6, 141 Queen Street Brisbane
Postal address: As above
Phone number: (07) 3211 5599
Fax number: (02) 9211 4750
Email address: brisbane@sparkandcannon.com.au

- 15.2 Notwithstanding clause 15.1, if the Confidant is a company then the Customer may serve a notice at any time on the Confidant's registered office.

- 15.3 A notice will be deemed to be given:

- (a) if posted – two Business Days after the date of posting;
- (b) if delivered by hand during a Business Day – on the date of delivery;
- (c) if faxed – on the date the sender's facsimile machine notes a complete and successful transmission; or
- (a) if emailed – on the date of the email;

except that a fax or email received after 5.00pm (local time of the receiver) will be deemed to be given on the next Business Day.

EXECUTED as a deed poll.

Authorisation, Certification and Execution by the Confidant (company)	
Executed for and on behalf of:)
Spark & Cannon Australasia Pty Limited)
ACN: 007 916 056)
ABN: 37 007 916 056)
<i>in accordance with s.127 of the Corporations Act 2001 (Cth)</i>)

sch.4/4/6(1) name

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

OR

Authorisation, Certification and Execution by a Confidant (individual or partnership (^)) (*)	
Signed, sealed and delivered by)
<div style="background-color: #cccccc; width: 150px; height: 20px;"></div>)
.....)
Signature)
.....)
this 13th day of August 2012)
by)
.....)
<<insert full name of attorney (if applicable)>>)
Signature of attorney (if applicable))
.....)
in the presence of)
<i>Carl Farmer</i>)
.....)
<<insert full name of witness>>)
Signature of witness)
.....)

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

Privacy Statement - The Principal/Customer is collecting Personal Information from the Contractor for the purpose of administering this Deed of Confidentiality and Privacy. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering this Deed of Confidentiality and Privacy. Personal Information will not be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

NOTE:	
(*)	If a Confidant is an individual or partnership, then the above signature block will be applicable.
(^)	If the Confidant is a partnership, then all partners associated with the partnership must execute the above signature block, unless authorisation has been given to an attorney and such authority is in the form of an enduring power of attorney.



Department of Justice and Attorney-General

Deed of Confidentiality and Privacy



DEED POLL OF CONFIDENTIALITY AND PRIVACY made by:

sch.4/4/6(1) name

..... (the "Confidant")

in favour of:

The State of Queensland (acting through the Child Protection Commission of Inquiry)

(the "Customer")

for the purpose of

Spark & Cannon Australasia Pty Limited

ACN/ABN 007 916 056 / 37 007 916 056
(the "Contractor")

For the provision of Recording and Transcribing Services for Child Protection Commission of Inquiry

Date of Contract: 13th August, 2012

Recitals:

- A. In the course of the Confidant performing certain Services for and/or delivering certain Goods to the Customer (whether directly or indirectly), the Confidant may become aware of information belonging to or in the possession of the Customer that is Confidential Information and/or Personal Information.
- B. Improper use or disclosure of either Confidential Information or Personal Information would severely damage the Customer's ability to perform its governmental/statutory functions.
- C. Any Personal Information held by the Contractor is subject to the *Information Privacy Act 2009*.
- D. The Confidant undertakes that it will comply with the *Information Privacy Act 2009* and gives other undertakings in relation to the collection, use, handling, distribution and disclosure of the Confidential Information and/or Personal Information in accordance with the terms of this Deed.

Agreed Covenants:

1. Recitals

1.1 The Confidant acknowledges the truth and accuracy of the Recitals.

2. Definitions and Interpretation

2.1 Definitions

In the interpretation of this Deed unless the contrary intention appears or the context otherwise requires or admits the following expressions shall have the following meanings:

"Confidential Information" means in relation to the Customer, information that is not trivial and:

- (a) is by its nature confidential;
- (b) is communicated by the Customer to the Confidant as confidential; and
- (c) the Confidant knows or ought to know is confidential.

Subject to (a), (b) and (c) above, Confidential Information includes information which is:

- (i) comprised in or relating to any Intellectual Property Rights of the Customer;
 - (ii) relating to the internal management and structure of the Customer, or the personnel, policies and strategies of the Customer;
 - (iii) of any actual or potential commercial value to the Customer or to the person or corporation which supplied that information;
 - (iv) in the case of the Customer, information relating to the policies, strategies, practices and procedures of the State and any information in the Confidant's possession relating to the State; or
 - (v) in the Confidant's possession relating to the Customer, and like information,
- but does not include information which:
- (vi) was already lawfully disclosed by the Customer prior to the Confidant being required to treat the information as confidential;
 - (vii) is lawfully received from a third party which is not bound by a duty of confidentiality;



- (viii) has become public knowledge (other than through a breach of an obligation of confidence under this Deed or Contract); and/or
- (ix) was independently developed or released by the Confidant or Contractor without reference to the Confidential Information.

“**Contract**” means the contract as described above between the Customer and the Contractor for the provision of the Goods and/or Services, including as amended from time to time by the parties to the contract;

“**Contractor**” means the entity specified in the Contract, from whom the Goods and/or Services are being procured;

“**Deed**” means this deed poll of confidentiality and privacy;

“**Intellectual Property Rights**” includes all copyright, trade mark, design, patent or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or protected by legislation from time to time, whether created before on or after the commencement date of the Contract, but excludes Moral Rights;

“**Moral Rights**” means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968 (Cth)*, and rights of a similar nature anywhere in the world whether existing before, on or after the commencement date of the Contract;

“**Personal Information**” means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identify is apparent, or can reasonably be ascertained, from the information or opinion;

“**State**” means the State of Queensland.

2.2 Interpretation

2.2.1 In this Deed, the clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of this Deed.

2.2.2 The following rules shall apply in interpreting this Deed, unless the context otherwise requires:

- (a) words importing a gender include the other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;
- (f) a party includes its executors, administrators, liquidators, successors and permitted assigns;
- (g) “consent” means prior written consent;
- (h) “in writing” means either by letter, email or facsimile;
- (i) a reference to a clause, Schedule, attachment or annexure is a reference to a clause, Schedule, attachment or annexure to this Deed;
- (j) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Customer agrees otherwise;
- (k) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
- (l) a clause is a reference to all of its sub-clauses; and
- (m) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated.

3. Non Disclosure

3.1 The Confidant must not disclose the Confidential Information and/or Personal Information to any person without the consent of the Customer.

3.2 The Customer may grant or withhold its consent in its absolute and unfettered discretion.

3.3 If the Customer grants its consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Customer may require that the Confidant procure the execution of a deed of confidentiality and privacy in these terms by the person to whom the Confidant proposes to disclose the Confidential Information and/or Personal Information.

3.4 If the Customer grants consent subject to conditions, the Confidant must comply with those conditions.

3.5 The obligations of the Confidant under this Deed shall not be taken to have been breached where the Confidential Information and/or Personal Information is legally required to be disclosed.



4. Restriction on Use

4.1 The Confidant will use the Confidential Information and/or Personal Information only for the purposes of the Contract.

5. Survival

5.1 This Deed will survive the termination or expiry of the Contract and the termination or expiry of any employment or contract, or other arrangement under which the Confidant has obtained the Confidential Information and/or Personal Information.

6. Powers of the Customer

6.1 Production of Documents

6.1.1 The Customer may demand (without needing to reduce the demand to writing) the delivery up to the Customer of all documents in the possession or control of the Confidant containing the Confidential Information and/or Personal Information.

6.1.2 The Confidant must immediately comply with a demand under this clause 6.

6.1.3 If the Customer makes a demand under this clause 6, and the Confidant has placed or is aware that documents containing the Confidential Information and/or Personal Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information and/or Personal Information, and the identity of the person in whose custody or control they lie.

6.1.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

6.2 Legal Proceedings

6.2.1 The Confidant acknowledges that the Customer may take legal proceedings against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Confidant's Undertaking

7.1 The Confidant undertakes:

- (a) not to access, use, modify, disclose or retain any Confidential Information and/or Personal Information of the Customer that he or she has acquired from the Contractor, except for the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (b) in addition to any direction as to particular measures specified by the Contractor, take all reasonable measures to ensure that any Confidential Information and/or Personal Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.

8. Acknowledgement by Confidant

8.1 The Confidant undertakes that in signing this Deed:

- (a) he or she understands the Confidant's responsibilities in relation to Confidential Information and/or Personal Information;
- (b) he or she will not access, use, disclose or retain Confidential Information and/or Personal Information except in relation to the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (c) he or she understands the possible consequences of breach of this Deed.

8.2 The Confidant acknowledges that this Deed is made for the benefit of the Customer and may be enforced by the Customer.

9. No Exclusion of Law or Equity

9.1 This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information and/or privacy of the Personal Information.

10. Variation and Waiver

10.1 This Deed shall not be varied either in law or in equity except by agreement in writing signed by the Customer and the Confidant.

10.2 A waiver by the Customer of a breach of a provision of this Deed by the Confidant shall not constitute a waiver in respect of any other breach or of any subsequent breach of this Deed. The failure of the Customer to enforce a provision of this Deed shall not be interpreted as a waiver of that provision.

11. Applicable Law

11.1 The laws of the State govern this Deed and the Confidant submits to the non-exclusive jurisdiction of the courts of Queensland

12. Assignment

12.1 The Confidant shall not assign, in whole or in part, or novate this Deed except with the consent of the Customer.



13. Severability

- 13.1 If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

14. Remedies Cumulative

- 14.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.

15. Notices

- 15.1 Any notice or other form of communication (a "notice") which may be given to or served on the Confidant under this Deed must be in writing and must be sent by prepaid postage, fax or email or delivered by hand to the following address:

Customer:

Physical address: 50 Ann Street, Brisbane Qld 4000
Postal address: GPO Box 149, Brisbane Qld 4001
Phone number: 3227 6481
Fax number: 3239 0307
Email address: procurement@justice.qld.gov.au

Confidant:

Physical address: Suite 3, Level 6, 141 Queen Street Brisbane
Postal address: As above
Phone number: (07) 3211 5599
Fax number: (02) 9211 4750
Email address: brisbane@sparkandcannon.com.au

- 15.2 Notwithstanding clause 15.1, if the Confidant is a company then the Customer may serve a notice at any time on the Confidant's registered office.

- 15.3 A notice will be deemed to be given:

- (a) if posted – two Business Days after the date of posting;
- (b) if delivered by hand during a Business Day – on the date of delivery;
- (c) if faxed – on the date the sender's facsimile machine notes a complete and successful transmission; or
- (a) if emailed – on the date of the email;

except that a fax or email received after 5.00pm (local time of the receiver) will be deemed to be given on the next Business Day.

EXECUTED as a deed poll.

Authorisation, Certification and Execution by the Confidant (company)

Executed for and on behalf of:
Spark & Cannon Australasia Pty Limited
ACN: 007 916 056
ABN: 37 007 916 056

In accordance with s 127 of the Corporations Act 2001 (Cth)

sch.4/4/6(1) name

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

OR

Authorisation, Certification and Execution by a Confidant (individual or partnership ^(*)) ^(*)

Signed, sealed and delivered by

this 13th day of August 2012

by

<<insert full name of attorney (if applicable)>>

in the presence of

Sam Fagan

<<insert full name of witness>>

Signature of Confidant

Signature of attorney (if applicable)

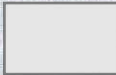
Signature of witness

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

Privacy Statement - The Principal/Customer is collecting Personal Information from the Contractor for the purpose of administering this Deed of Confidentiality and Privacy. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering this Deed of Confidentiality and Privacy. Personal Information will not be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

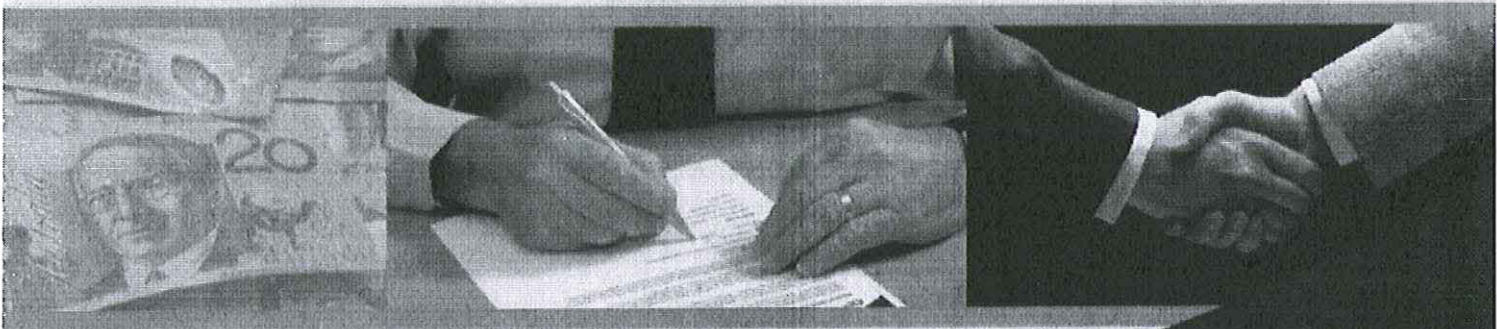
NOTE:

- (*) If a Confidant is an individual or partnership, then the above signature block will be applicable.
- (*) If the Confidant is a partnership, then all partners associated with the partnership must execute the above signature block, unless authorisation has been given to an attorney and such authority is in the form of an enduring power of attorney.



Department of Justice and Attorney-General

Deed of Confidentiality and Privacy



DEED POLL OF CONFIDENTIALITY AND PRIVACY made by:

sch.4/4/6(1) name

..... (the "Confidant")

in favour of:

The State of Queensland (acting through the Child Protection Commission of Inquiry)

(the "Customer")

for the purpose of

Spark & Cannon Australasia Pty Limited

ACN/ABN 007 916 056 / 37 007 916 056

(the "Contractor")

For the provision of Recording and Transcribing Services for Child Protection Commission of Inquiry

Date of Contract: 13th August, 2012

Recitals:

- A. In the course of the Confidant performing certain Services for and/or delivering certain Goods to the Customer (whether directly or indirectly), the Confidant may become aware of information belonging to or in the possession of the Customer that is Confidential Information and/or Personal Information.
- B. Improper use or disclosure of either Confidential Information or Personal Information would severely damage the Customer's ability to perform its governmental/statutory functions.
- C. Any Personal Information held by the Contractor is subject to the *Information Privacy Act 2009*.
- D. The Confidant undertakes that it will comply with the *Information Privacy Act 2009* and gives other undertakings in relation to the collection, use, handling, distribution and disclosure of the Confidential Information and/or Personal Information in accordance with the terms of this Deed.

Agreed Covenants:

1. Recitals

1.1 The Confidant acknowledges the truth and accuracy of the Recitals.

2. Definitions and Interpretation

2.1 Definitions

In the interpretation of this Deed unless the contrary intention appears or the context otherwise requires or admits the following expressions shall have the following meanings:

"Confidential Information" means in relation to the Customer, information that is not trivial and:

- (a) is by its nature confidential;
- (b) is communicated by the Customer to the Confidant as confidential; and
- (c) the Confidant knows or ought to know is confidential.

Subject to (a), (b) and (c) above, Confidential Information includes information which is:

- (i) comprised in or relating to any Intellectual Property Rights of the Customer;
- (ii) relating to the internal management and structure of the Customer, or the personnel, policies and strategies of the Customer;
- (iii) of any actual or potential commercial value to the Customer or to the person or corporation which supplied that information;
- (iv) in the case of the Customer, information relating to the policies, strategies, practices and procedures of the State and any information in the Confidant's possession relating to the State; or
- (v) in the Confidant's possession relating to the Customer, and like information, but does not include information which:
 - (vi) was already lawfully disclosed by the Customer prior to the Confidant being required to treat the information as confidential;
 - (vii) is lawfully received from a third party which is not bound by a duty of confidentiality;



- (viii) has become public knowledge (other than through a breach of an obligation of confidence under this Deed or Contract); and/or
- (ix) was independently developed or released by the Confidant or Contractor without reference to the Confidential Information.

"Contract" means the contract as described above between the Customer and the Contractor for the provision of the Goods and/or Services, including as amended from time to time by the parties to the contract;

"Contractor" means the entity specified in the Contract, from whom the Goods and/or Services are being procured;

"Deed" means this deed poll of confidentiality and privacy;

"Intellectual Property Rights" includes all copyright, trade mark, design, patent or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or protected by legislation from time to time, whether created before or after the commencement date of the Contract, but excludes Moral Rights;

"Moral Rights" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968 (Cth)*, and rights of a similar nature anywhere in the world whether existing before, on or after the commencement date of the Contract;

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

"State" means the State of Queensland.

2.2 Interpretation

2.2.1 In this Deed, the clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of this Deed.

2.2.2 The following rules shall apply in interpreting this Deed, unless the context otherwise requires:

- (a) words importing a gender include the other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;
- (f) a party includes its executors, administrators, liquidators, successors and permitted assigns;
- (g) "consent" means prior written consent;
- (h) "in writing" means either by letter, email or facsimile;
- (i) a reference to a clause, Schedule, attachment or annexure is a reference to a clause, Schedule, attachment or annexure to this Deed;
- (j) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Customer agrees otherwise;
- (k) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
- (l) a clause is a reference to all of its sub-clauses; and
- (m) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated.

3. Non Disclosure

3.1 The Confidant must not disclose the Confidential Information and/or Personal Information to any person without the consent of the Customer.

3.2 The Customer may grant or withhold its consent in its absolute and unfettered discretion.

3.3 If the Customer grants its consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Customer may require that the Confidant procure the execution of a deed of confidentiality and privacy in these terms by the person to whom the Confidant proposes to disclose the Confidential Information and/or Personal Information.

3.4 If the Customer grants consent subject to conditions, the Confidant must comply with those conditions.

3.5 The obligations of the Confidant under this Deed shall not be taken to have been breached where the Confidential Information and/or Personal Information is legally required to be disclosed.



4. Restriction on Use

4.1 The Confidant will use the Confidential Information and/or Personal Information only for the purposes of the Contract.

5. Survival

5.1 This Deed will survive the termination or expiry of the Contract and the termination or expiry of any employment or contract, or other arrangement under which the Confidant has obtained the Confidential Information and/or Personal Information.

6. Powers of the Customer

6.1 Production of Documents

6.1.1 The Customer may demand (without needing to reduce the demand to writing) the delivery up to the Customer of all documents in the possession or control of the Confidant containing the Confidential Information and/or Personal Information.

6.1.2 The Confidant must immediately comply with a demand under this clause 6.

6.1.3 If the Customer makes a demand under this clause 6, and the Confidant has placed or is aware that documents containing the Confidential Information and/or Personal Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information and/or Personal Information, and the identity of the person in whose custody or control they lie.

6.1.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

6.2 Legal Proceedings

6.2.1 The Confidant acknowledges that the Customer may take legal proceedings against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Confidant's Undertaking

7.1 The Confidant undertakes:

- (a) not to access, use, modify, disclose or retain any Confidential Information and/or Personal Information of the Customer that he or she has acquired from the Contractor, except for the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (b) in addition to any direction as to particular measures specified by the Contractor, take all reasonable measures to ensure that any Confidential Information and/or Personal Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.

8. Acknowledgement by Confidant

8.1 The Confidant undertakes that in signing this Deed:

- (a) he or she understands the Confidant's responsibilities in relation to Confidential Information and/or Personal Information;
- (b) he or she will not access, use, disclose or retain Confidential Information and/or Personal Information except in relation to the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (c) he or she understands the possible consequences of breach of this Deed.

8.2 The Confidant acknowledges that this Deed is made for the benefit of the Customer and may be enforced by the Customer.

9. No Exclusion of Law or Equity

9.1 This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information and/or privacy of the Personal Information.

10. Variation and Waiver

10.1 This Deed shall not be varied either in law or in equity except by agreement in writing signed by the Customer and the Confidant.

10.2 A waiver by the Customer of a breach of a provision of this Deed by the Confidant shall not constitute a waiver in respect of any other breach or of any subsequent breach of this Deed. The failure of the Customer to enforce a provision of this Deed shall not be interpreted as a waiver of that provision.

11. Applicable Law

11.1 The laws of the State govern this Deed and the Confidant submits to the non-exclusive jurisdiction of the courts of Queensland.

12. Assignment

12.1 The Confidant shall not assign, in whole or in part, or novate this Deed except with the consent of the Customer.



13. Severability

- 13.1 If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

14. Remedies Cumulative

- 14.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.

15. Notices

- 15.1 Any notice or other form of communication (a "notice") which may be given to or served on the Confidant under this Deed must be in writing and must be sent by prepaid postage, fax or email or delivered by hand to the following address:

Customer:

Physical address: 50 Ann Street, Brisbane Qld 4000

Postal address: GPO Box 149, Brisbane Qld 4001

Phone number: 3227 6481

Fax number: 3239 0307

Email address: procurement@justice.qld.gov.au

Confidant:

Physical address: Suite 3, Level 6, 141 Queen Street Brisbane

Postal address: As above

Phone number: (07) 3211 5599

Fax number: (02) 9211 4750

Email address: brisbane@sparkandcannon.com.au

- 15.2 Notwithstanding clause 15.1, if the Confidant is a company then the Customer may serve a notice at any time on the Confidant's registered office.

- 15.3 A notice will be deemed to be given:

- (a) if posted – two Business Days after the date of posting;
- (b) if delivered by hand during a Business Day – on the date of delivery;
- (c) if faxed – on the date the sender's facsimile machine notes a complete and successful transmission; or
- (a) if emailed – on the date of the email;

except that a fax or email received after 5.00pm (local time of the receiver) will be deemed to be given on the next Business Day.

EXECUTED as a deed poll.

Authorisation, Certification and Execution by the Confidant (company)	
Executed for and on behalf of:)
Spark & Cannon Australasia Pty Limited)
ACN: 007 916 056)
ABN: 37 007 916 056)

sch.4/4/6(1) name



Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

OR

Authorisation, Certification and Execution by a Confidant (individual)	
Signed, sealed and delivered by)
[Redacted])
.....)
this 13th day of August 2012)
by)
.....)
<<insert full name of attorney (if applicable)>>)
Signature of attorney (if applicable))
in the presence of)
LISA MCCULLOUGH)
<<insert full name of witness>>)
Signature of witness)

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

Privacy Statement - The Principal/Customer is collecting Personal Information from the Contractor for the purpose of administering this Deed of Confidentiality and Privacy. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering this Deed of Confidentiality and Privacy. Personal Information will not be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

NOTE:
(*) If a Confidant is an individual or partnership, then the above signature block will be applicable.
(^) If the Confidant is a partnership, then all partners associated with the partnership must execute the above signature block, unless authorisation has been given to an attorney and such authority is in the form of an enduring power of attorney.

DEED POLL OF CONFIDENTIALITY AND PRIVACY made by:

name (the "Confidant")

In favour of: The State of Queensland (acting through the Child Protection Commission of Inquiry) (the "Customer")

for the purpose of Spark & Cannon Australasia Pty Limited (ACN/ABN 007 916 056 / 37 007 916 056) (the "Contractor")

For the provision of Recording and Transcribing Services for Child Protection Commission of Inquiry

Date of Contract: 13th August, 2012

Department of Justice and Attorney-General

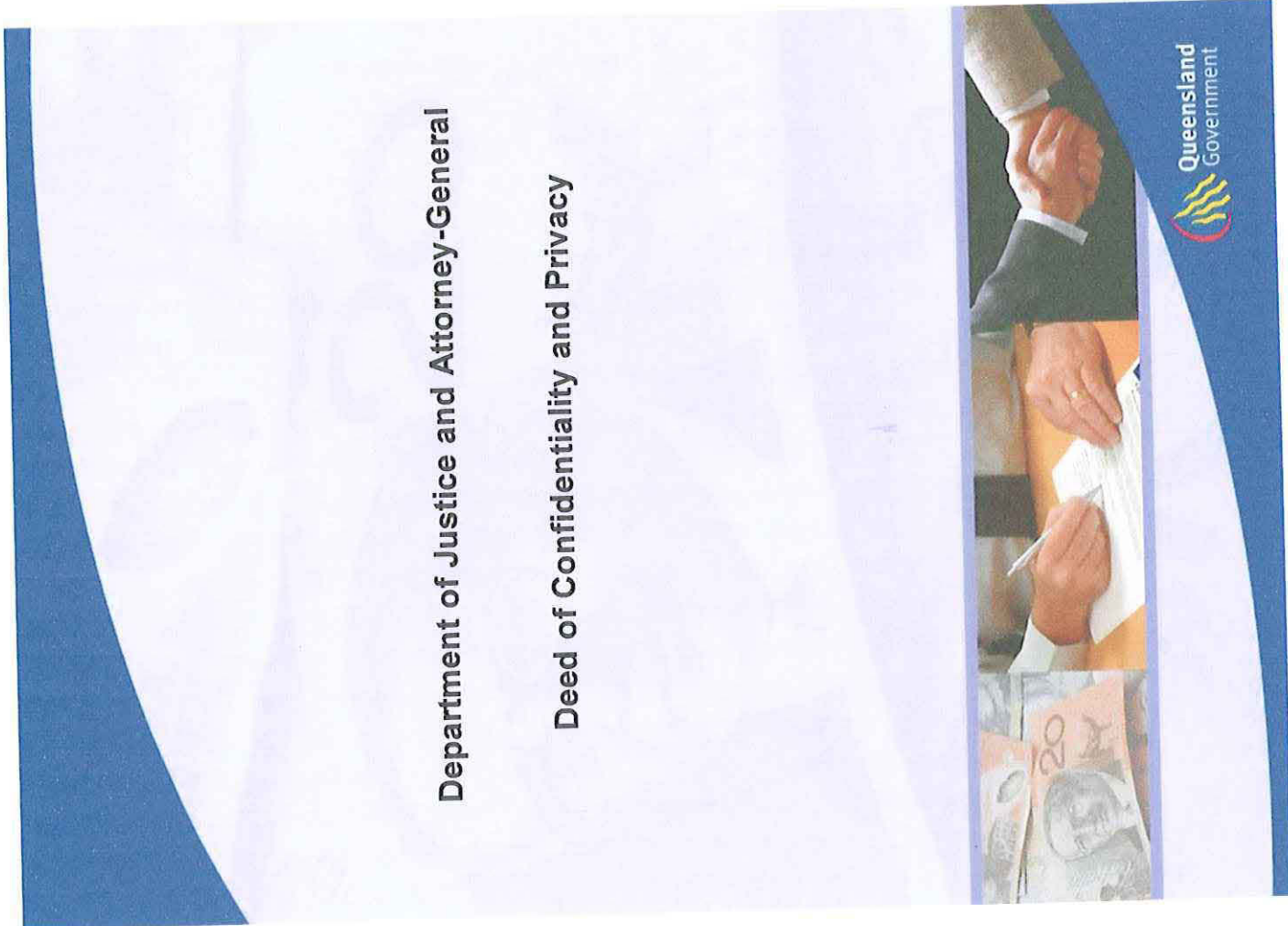
Deed of Confidentiality and Privacy

Recitals:

- A. In the course of the Confidant performing certain Services for and/or delivering certain Goods to the Customer (whether directly or indirectly), the Confidant may become aware of information belonging to or in the possession of the Customer that is Confidential Information and/or Personal Information.
- B. Improper use or disclosure of either Confidential Information or Personal Information would severely damage the Customer's ability to perform its governmental/statutory functions.
- C. Any Personal Information held by the Contractor is subject to the *Information Privacy Act 2009*.
- D. The Confidant undertakes that it will comply with the *Information Privacy Act 2009* and gives other undertakings in relation to the collection, use, handling, distribution and disclosure of the Confidential Information and/or Personal Information in accordance with the terms of this Deed.

Agreed Covenants:

- 1. **Recitals**
 - 1.1 The Confidant acknowledges the truth and accuracy of the Recitals.
- 2. **Definitions and Interpretation**
 - 2.1 **Definitions**
In the interpretation of this Deed unless the contrary intention appears or the context otherwise requires or admits the following expressions shall have the following meanings:
"Confidential Information" means information in relation to the Customer, information that is not trivial and:
 - (a) is by its nature confidential;
 - (b) is communicated by the Customer to the Confidant as confidential; and
 - (c) the Confidant knows or ought to know is confidential.
 Subject to (a), (b) and (c) above, Confidential Information includes information which is:
 - (i) comprised in or relating to any Intellectual Property Rights of the Customer;
 - (ii) relating to the internal management and structure of the Customer, or the personnel, policies and strategies of the Customer;
 - (iii) of any actual or potential commercial value to the Customer or to the person or corporation which supplied that information;
 - (iv) in the case of the Customer, information relating to the policies, strategies, practices and procedures of the State and any information in the Confidant's possession relating to the State; or
 - (v) in the Confidant's possession relating to the Customer, and like information, but does not include information which:
 - (vi) was already lawfully disclosed by the Customer prior to the Confidant being required to treat the information as confidential;
 - (vii) is lawfully received from a third party which is not bound by a duty of confidentiality;



- (viii) has become public knowledge (other than through a breach of an obligation of confidence under this Deed or Contract); and/or
- (ix) information.

"Contract" means the contract as described above between the Customer and the Contractor for the provision of the Goods and/or Services, including as amended from time to time by the parties to the contract.

"Contractor" means the entity specified in the Contract, from whom the Goods and/or Services are being procured;

"Deed" means this deed poll of confidentiality and privacy;

"Intellectual Property Rights" includes all copyright, trade mark, design, patent or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or protected by legislation from time to time, whether created before or on or after the commencement date of the Contract, but excludes Moral Rights;

"Moral Rights" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the Copyright Act 1968 (Cth), and rights of a similar nature anywhere in the world whether existing before, on or after the commencement date of the Contract;

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

"State" means the State of Queensland.

2.2 Interpretation

2.2.1 In this Deed, the clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of this Deed.

2.2.2 The following rules shall apply in interpreting this Deed, unless the context otherwise requires:

- (a) words importing a gender include the other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;
- (f) a party includes its executors, administrators, liquidators, successors and permitted assigns;
- (g) "consent" means prior written consent;
- (h) "in writing" means either by letter, email or facsimile;
- (i) a reference to a clause, Schedule, attachment or annexure is a reference to a clause, Schedule, attachment or annexure to this Deed;
- (j) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Customer agrees otherwise;
- (k) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
- (l) a clause is a reference to all of its sub-clauses; and
- (m) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated.

3. Non-Disclosure

- 3.1 The Confidentialist must not disclose the Confidential Information and/or Personal Information to any person without the consent of the Customer.
- 3.2 The Customer may grant or withhold its consent in its absolute and unfettered discretion.
- 3.3 If the Customer grants its consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Customer may require that the Confidentialist procure the execution of a deed of confidentiality and privacy in these terms by the person to whom the Confidentialist proposes to disclose the Confidential Information and/or Personal Information.
- 3.4 If the Customer grants consent subject to conditions, the Confidentialist must comply with those conditions.
- 3.5 The obligations of the Confidentialist under this Deed shall not be taken to have been breached where the Confidential Information and/or Personal Information is legally required to be disclosed.

4. Restriction on Use

4.1 The Confidentialist will use the Confidential Information and/or Personal Information only for the purposes of the Contract.

5. Survival

5.1 This Deed will survive the termination or expiry of the Contract and the termination or expiry of any employment or contract, or other arrangement under which the Confidentialist has obtained the Confidential Information and/or Personal Information.

6. Powers of the Customer

6.1 **Production of Documents**
6.1.1 The Customer may demand (without needing to reduce the demand to writing) the delivery up to the Customer of all documents in the possession or control of the Confidentialist containing the Confidential Information and/or Personal Information.

6.1.2 The Confidentialist must immediately comply with a demand under this clause 6.

6.1.3 If the Customer makes a demand under this clause 6, and the Confidentialist has placed or is aware that documents containing the Confidential Information and/or Personal Information are beyond his or her possession or control, then the Confidentialist must provide full particulars of the whereabouts of the documents containing the Confidential Information and/or Personal Information, and the identity of the person in whose custody or control they lie.

6.1.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

6.2 Legal Proceedings

6.2.1 The Confidentialist acknowledges that the Customer may take legal proceedings against the Confidentialist or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Confidentialist's Undertaking

7.1 The Confidentialist undertakes:

- (a) not to access, use, modify, disclose or retain any Confidential Information and/or Personal Information of the Customer that he or she has acquired from the Contractor, except for the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (b) in addition to any direction as to particular measures specified by the Contractor, take all reasonable measures to ensure that any Confidential Information and/or Personal Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.

8. Acknowledgement by Confidentialist

8.1 The Confidentialist undertakes that in signing this Deed:

- (a) he or she understands the Confidentialist's responsibilities in relation to Confidential Information and/or Personal Information;
- (b) he or she will not access, use, disclose or retain Confidential Information and/or Personal Information except in relation to the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (c) he or she understands the possible consequences of breach of this Deed.

8.2 The Confidentialist acknowledges that this Deed is made for the benefit of the Customer and may be enforced by the Customer.

9. No Exclusion of Law or Equity

9.1 This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information and/or privacy of the Personal Information.

10. Variation and Waiver

10.1 This Deed shall not be varied either in law or in equity except by agreement in writing signed by the Customer and the Confidentialist.

10.2 A waiver by the Customer of a breach of this Deed by the Confidentialist shall not constitute a waiver in respect of any other breach or of any subsequent breach of this Deed. The failure of the Customer to enforce a provision of this Deed shall not be interpreted as a waiver of that provision.

11. Applicable Law

11.1 The laws of the State govern this Deed and the Confidentialist submits to the non-exclusive jurisdiction of the courts of Queensland.

12. Assignment

12.1 The Confidentialist shall not assign, in whole or in part, or novate this Deed except with the consent of the Customer.

EXECUTED as a deed poll.

Authorisation, Certification and Execution by the Confidant (company)

Executed for and on behalf of

Spark & Cannon Australasia Pty Limited

ACN: 007 916 056

ABN: 37 007 916 056

sch.4/4/6(1) name

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

OR

Authorisation, Certification and Execution by a Confidant (individual or partnership (*) (*)

Signed, sealed and delivered by

[Redacted]

this 13th day of August 2012

by

<insert full name of attorney (if applicable)>

in the presence of

T.J. HOYLE

<insert full name of witness>

[Redacted]

Signature of Confidant

Signature of attorney (if applicable)

Signature of witness

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

Privacy Statement - The Principal/Customer is collecting Personal Information from the Contractor for the purpose of administering this Deed of Confidentiality and Privacy. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering this Deed of Confidentiality and Privacy. Personal Information will not be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

NOTE:

(*) If a Confidant is an individual or partnership, then the above signature block will be applicable.

(*) If the Confidant is a partnership, then all partners associated with the partnership must execute the above signature block unless authorisation has been given to an attorney and such authority is in the form of an enduring power of attorney.

13. Severability

13.1 If any part of this Deed is determined to be invalid, unenforceable for any reason then that part, to the extent of the invalidity, unenforceability or unenforceability, will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

14. Remedies Cumulative

14.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.

15. Notices

15.1 Any notice or other form of communication (a "notice") which may be given by or served on the Confidant under this Deed must be in writing and must be sent by prepaid postage, fax or email or delivered by hand to the following address:

Customer:

Physical address: 50 Ann Street, Brisbane Qld 4000
Postal address: GPO Box 149, Brisbane Qld 4001
Phone number: 3227 6481
Fax number: 3239 0307
Email address: procurement@justice.qld.gov.au

Confidant:

Physical address: Suite 3, Level 6, 141 Queen Street Brisbane
Postal address: As above
Phone number: (07) 3211 5599
Fax number: (02) 9211 4750
Email address: brianne@sparkandcannon.com.au

15.2 Notwithstanding clause 15.1, if the Confidant is a company then the Customer may serve a notice at any time on the Confidants registered office.

15.3 A notice will be deemed to be given:

- (a) if posted - two Business Days after the date of posting;
 - (b) if delivered by hand during a Business Day - on the date of delivery;
 - (c) if faxed - on the date the sender's facsimile machine notes a complete and successful transmission; or
 - (d) if emailed - on the date of the email;
- except that a fax or email received after 5.00pm (local time of the receiver) will be deemed to be given on the next Business Day.



Department of Justice and Attorney-General

Deed of Confidentiality and Privacy



DEED POLL OF CONFIDENTIALITY AND PRIVACY made by:

Sch.4/4/6(1) name
[Redacted]

..... (the "Confidant")

in favour of:

The State of Queensland (acting through the Child Protection Commission of Inquiry)

(the "Customer")

for the purpose of

Spark & Cannon Australasia Pty Limited

ACN/ABN 007 916 056 / 37 007 916 056
(the "Contractor")

For the provision of Recording and Transcribing Services for Child Protection Commission of Inquiry

Date of Contract: 13th August, 2012

Recitals:

- A. In the course of the Confidant performing certain Services for and/or delivering certain Goods to the Customer (whether directly or indirectly), the Confidant may become aware of information belonging to or in the possession of the Customer that is Confidential Information and/or Personal Information.
- B. Improper use or disclosure of either Confidential Information or Personal Information would severely damage the Customer's ability to perform its governmental/statutory functions.
- C. Any Personal Information held by the Contractor is subject to the *Information Privacy Act 2009*.
- D. The Confidant undertakes that it will comply with the *Information Privacy Act 2009* and gives other undertakings in relation to the collection, use, handling, distribution and disclosure of the Confidential Information and/or Personal Information in accordance with the terms of this Deed.

Agreed Covenants:

1. Recitals

1.1 The Confidant acknowledges the truth and accuracy of the Recitals.

2. Definitions and Interpretation

2.1 Definitions

In the interpretation of this Deed unless the contrary intention appears or the context otherwise requires or admits the following expressions shall have the following meanings:

"Confidential Information" means in relation to the Customer, information that is not trivial and:

- (a) is by its nature confidential;
- (b) is communicated by the Customer to the Confidant as confidential; and
- (c) the Confidant knows or ought to know is confidential.

Subject to (a), (b) and (c) above, Confidential Information includes information which is:

- (i) comprised in or relating to any Intellectual Property Rights of the Customer;
- (ii) relating to the internal management and structure of the Customer, or the personnel, policies and strategies of the Customer;
- (iii) of any actual or potential commercial value to the Customer or to the person or corporation which supplied that information;
- (iv) in the case of the Customer, information relating to the policies, strategies, practices and procedures of the State and any information in the Confidant's possession relating to the State; or
- (v) in the Confidant's possession relating to the Customer, and like information, but does not include information which:
 - (vi) was already lawfully disclosed by the Customer prior to the Confidant being required to treat the information as confidential;
 - (vii) is lawfully received from a third party which is not bound by a duty of confidentiality;



- (viii) has become public knowledge (other than through a breach of an obligation of confidence under this Deed or Contract); and/or
- (ix) was independently developed or released by the Confidant or Contractor without reference to the Confidential Information.

“**Contract**” means the contract as described above between the Customer and the Contractor for the provision of the Goods and/or Services, including as amended from time to time by the parties to the contract;

“**Contractor**” means the entity specified in the Contract, from whom the Goods and/or Services are being procured;

“**Deed**” means this deed poll of confidentiality and privacy;

“**Intellectual Property Rights**” includes all copyright, trade mark, design, patent or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or protected by legislation from time to time, whether created before or on or after the commencement date of the Contract, but excludes Moral Rights;

“**Moral Rights**” means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968 (Cth)*, and rights of a similar nature anywhere in the world whether existing before, on or after the commencement date of the Contract;

“**Personal Information**” means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

“**State**” means the State of Queensland.

2.2 Interpretation

2.2.1 In this Deed, the clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of this Deed.

2.2.2 The following rules shall apply in interpreting this Deed, unless the context otherwise requires:

- (a) words importing a gender include the other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;
- (f) a party includes its executors, administrators, liquidators, successors and permitted assigns;
- (g) “consent” means prior written consent;
- (h) “in writing” means either by letter, email or facsimile;
- (i) a reference to a clause, Schedule, attachment or annexure is a reference to a clause, Schedule, attachment or annexure to this Deed;
- (j) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Customer agrees otherwise;
- (k) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
- (l) a clause is a reference to all of its sub-clauses; and
- (m) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated.

3. Non Disclosure

3.1 The Confidant must not disclose the Confidential Information and/or Personal Information to any person without the consent of the Customer.

3.2 The Customer may grant or withhold its consent in its absolute and unfettered discretion.

3.3 If the Customer grants its consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Customer may require that the Confidant procure the execution of a deed of confidentiality and privacy in these terms by the person to whom the Confidant proposes to disclose the Confidential Information and/or Personal Information.

3.4 If the Customer grants consent subject to conditions, the Confidant must comply with those conditions.

3.5 The obligations of the Confidant under this Deed shall not be taken to have been breached where the Confidential Information and/or Personal Information is legally required to be disclosed.



4. Restriction on Use

4.1 The Confidant will use the Confidential Information and/or Personal Information only for the purposes of the Contract.

5. Survival

5.1 This Deed will survive the termination or expiry of the Contract and the termination or expiry of any employment or contract, or other arrangement under which the Confidant has obtained the Confidential Information and/or Personal Information.

6. Powers of the Customer

6.1 Production of Documents

6.1.1 The Customer may demand (without needing to reduce the demand to writing) the delivery up to the Customer of all documents in the possession or control of the Confidant containing the Confidential Information and/or Personal Information.

6.1.2 The Confidant must immediately comply with a demand under this clause 6.

6.1.3 If the Customer makes a demand under this clause 6, and the Confidant has placed or is aware that documents containing the Confidential Information and/or Personal Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information and/or Personal Information, and the identity of the person in whose custody or control they lie.

6.1.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

6.2 Legal Proceedings

6.2.1 The Confidant acknowledges that the Customer may take legal proceedings against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Confidant's Undertaking

7.1 The Confidant undertakes:

- (a) not to access, use, modify, disclose or retain any Confidential Information and/or Personal Information of the Customer that he or she has acquired from the Contractor, except for the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (b) in addition to any direction as to particular measures specified by the Contractor, take all reasonable measures to ensure that any Confidential Information and/or Personal Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.

8. Acknowledgement by Confidant

8.1 The Confidant undertakes that in signing this Deed:

- (a) he or she understands the Confidant's responsibilities in relation to Confidential Information and/or Personal Information;
- (b) he or she will not access, use, disclose or retain Confidential Information and/or Personal Information except in relation to the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (c) he or she understands the possible consequences of breach of this Deed.

8.2 The Confidant acknowledges that this Deed is made for the benefit of the Customer and may be enforced by the Customer.

9. No Exclusion of Law or Equity

9.1 This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information and/or privacy of the Personal Information.

10. Variation and Waiver

10.1 This Deed shall not be varied either in law or in equity except by agreement in writing signed by the Customer and the Confidant.

10.2 A waiver by the Customer of a breach of a provision of this Deed by the Confidant shall not constitute a waiver in respect of any other breach or of any subsequent breach of this Deed. The failure of the Customer to enforce a provision of this Deed shall not be interpreted as a waiver of that provision.

11. Applicable Law

11.1 The laws of the State govern this Deed and the Confidant submits to the non-exclusive jurisdiction of the courts of Queensland

12. Assignment

12.1 The Confidant shall not assign, in whole or in part, or novate this Deed except with the consent of the Customer.



13. Severability

13.1 If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

14. Remedies Cumulative

14.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.

15. Notices

15.1 Any notice or other form of communication (a "notice") which may be given to or served on the Confidant under this Deed must be in writing and must be sent by prepaid postage, fax or email or delivered by hand to the following address:

Customer:

Physical address: 50 Ann Street, Brisbane Qld 4000

Postal address: GPO Box 149, Brisbane Qld 4001

Phone number: 3227 6481

Fax number: 3239 0307

Email address: procurement@justice.qld.gov.au

Confidant:

Physical address: Suite 3, Level 6, 141 Queen Street Brisbane

Postal address: As above

Phone number: (07) 3211 5599

Fax number: (02) 9211 4750

Email address: brisbane@sparkandcannon.com.au

15.2 Notwithstanding clause 15.1, if the Confidant is a company then the Customer may serve a notice at any time on the Confidant's registered office.

15.3 A notice will be deemed to be given:

- (a) if posted – two Business Days after the date of posting;
- (b) if delivered by hand during a Business Day – on the date of delivery;
- (c) if faxed – on the date the sender's facsimile machine notes a complete and successful transmission; or
- (a) if emailed – on the date of the email;

except that a fax or email received after 5.00pm (local time of the receiver) will be deemed to be given on the next Business Day.

EXECUTED as a deed poll.

Authorisation, Certification and Execution by the Confidant (company)	
Executed for and on behalf of:)
Spark & Cannon Australasia Pty Limited)
ACN: 007 916 056)
ABN: 37 007 916 056)

sch.4/4/6(1) name

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

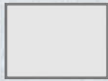
OR

Authorisation, Certification and Execution by a Confidant (individual or partnership (^)) (*)	
Signed, sealed and delivered by)
.....)
.....)
Signature of Confidant)
.....)
this 13th day of August 2012)
by)
.....)
<<insert full name of attorney (if applicable)>>)
Signature of attorney (if applicable))
.....)
in the presence of)
Lisa McCullough)
<<insert full name of witness>>)
Signature of witness)

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

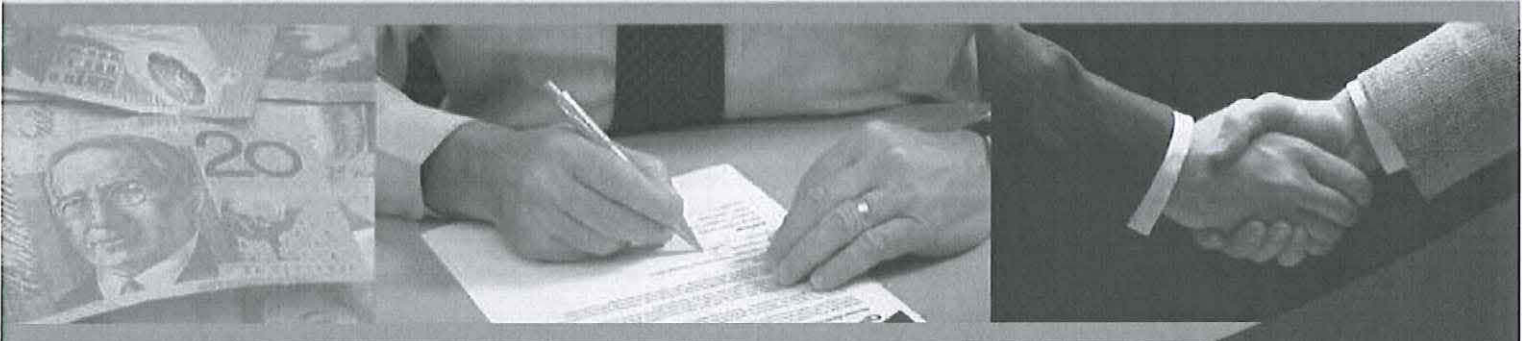
Privacy Statement - The Principal/Customer is collecting Personal Information from the Contractor for the purpose of administering this Deed of Confidentiality and Privacy. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering this Deed of Confidentiality and Privacy. Personal Information will not be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

NOTE:
(*) If a Confidant is an individual or partnership, then the above signature block will be applicable.
(^) If the Confidant is a partnership, then all partners associated with the partnership must execute the above signature block, unless authorisation has been given to an attorney and such authority is in the form of an enduring power of attorney.

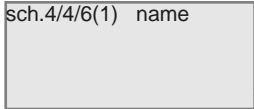


Department of Justice and Attorney-General

Deed of Confidentiality and Privacy



DEED POLL OF CONFIDENTIALITY AND PRIVACY made by:

sch.4/4/6(1) name


..... (the "Confidant")

in favour of:

The State of Queensland (acting through the Child Protection Commission of Inquiry)

(the "Customer")

for the purpose of

Spark & Cannon Australasia Pty Limited

ACN/ABN 007 916 056 / 37 007 916 056
(the 'Contractor')

For the provision of Recording and Transcribing Services for Child Protection Commission of Inquiry

Date of Contract: 13th August, 2012

Recitals:

- A. In the course of the Confidant performing certain Services for and/or delivering certain Goods to the Customer (whether directly or indirectly), the Confidant may become aware of information belonging to or in the possession of the Customer that is Confidential Information and/or Personal Information.
- B. Improper use or disclosure of either Confidential Information or Personal Information would severely damage the Customer's ability to perform its governmental/statutory functions.
- C. Any Personal Information held by the Contractor is subject to the *Information Privacy Act 2009*.
- D. The Confidant undertakes that it will comply with the *Information Privacy Act 2009* and gives other undertakings in relation to the collection, use, handling, distribution and disclosure of the Confidential Information and/or Personal Information in accordance with the terms of this Deed.

Agreed Covenants:

1. Recitals

1.1 The Confidant acknowledges the truth and accuracy of the Recitals.

2. Definitions and Interpretation

2.1 Definitions

In the interpretation of this Deed unless the contrary intention appears or the context otherwise requires or admits the following expressions shall have the following meanings:

"**Confidential Information**" means in relation to the Customer, information that is not trivial and:

- (a) is by its nature confidential;
- (b) is communicated by the Customer to the Confidant as confidential; and
- (c) the Confidant knows or ought to know is confidential.

Subject to (a), (b) and (c) above, Confidential Information includes information which is:

- (i) comprised in or relating to any Intellectual Property Rights of the Customer;
- (ii) relating to the internal management and structure of the Customer, or the personnel, policies and strategies of the Customer;
- (iii) of any actual or potential commercial value to the Customer or to the person or corporation which supplied that information;
- (iv) in the case of the Customer, information relating to the policies, strategies, practices and procedures of the State and any information in the Confidant's possession relating to the State; or
- (v) in the Confidant's possession relating to the Customer, and like information, but does not include information which:
 - (vi) was already lawfully disclosed by the Customer prior to the Confidant being required to treat the information as confidential;
 - (vii) is lawfully received from a third party which is not bound by a duty of confidentiality;



- (viii) has become public knowledge (other than through a breach of an obligation of confidence under this Deed or Contract); and/or
- (ix) was independently developed or released by the Confidant or Contractor without reference to the Confidential Information.

"Contract" means the contract as described above between the Customer and the Contractor for the provision of the Goods and/or Services, including as amended from time to time by the parties to the contract;

"Contractor" means the entity specified in the Contract, from whom the Goods and/or Services are being procured;

"Deed" means this deed poll of confidentiality and privacy;

"Intellectual Property Rights" includes all copyright, trade mark, design, patent or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or protected by legislation from time to time, whether created before or after the commencement date of the Contract, but excludes Moral Rights;

"Moral Rights" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968 (Cth)*, and rights of a similar nature anywhere in the world whether existing before, on or after the commencement date of the Contract;

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identify is apparent, or can reasonably be ascertained, from the information or opinion;

"State" means the State of Queensland.

2.2 Interpretation

2.2.1 In this Deed, the clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of this Deed.

2.2.2 The following rules shall apply in interpreting this Deed, unless the context otherwise requires:

- (a) words importing a gender include the other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;
- (f) a party includes its executors, administrators, liquidators, successors and permitted assigns;
- (g) "consent" means prior written consent;
- (h) "in writing" means either by letter, email or facsimile;
- (i) a reference to a clause, Schedule, attachment or annexure is a reference to a clause, Schedule, attachment or annexure to this Deed;
- (j) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Customer agrees otherwise;
- (k) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
- (l) a clause is a reference to all of its sub-clauses; and
- (m) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated.

3. Non Disclosure

3.1 The Confidant must not disclose the Confidential Information and/or Personal Information to any person without the consent of the Customer.

3.2 The Customer may grant or withhold its consent in its absolute and unfettered discretion.

3.3 If the Customer grants its consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Customer may require that the Confidant procure the execution of a deed of confidentiality and privacy in these terms by the person to whom the Confidant proposes to disclose the Confidential Information and/or Personal Information.

3.4 If the Customer grants consent subject to conditions, the Confidant must comply with those conditions.

3.5 The obligations of the Confidant under this Deed shall not be taken to have been breached where the Confidential Information and/or Personal Information is legally required to be disclosed.



4. Restriction on Use

4.1 The Confidant will use the Confidential Information and/or Personal Information only for the purposes of the Contract.

5. Survival

5.1 This Deed will survive the termination or expiry of the Contract and the termination or expiry of any employment or contract, or other arrangement under which the Confidant has obtained the Confidential Information and/or Personal Information.

6. Powers of the Customer

6.1 Production of Documents

6.1.1 The Customer may demand (without needing to reduce the demand to writing) the delivery up to the Customer of all documents in the possession or control of the Confidant containing the Confidential Information and/or Personal Information.

6.1.2 The Confidant must immediately comply with a demand under this clause 6.

6.1.3 If the Customer makes a demand under this clause 6, and the Confidant has placed or is aware that documents containing the Confidential Information and/or Personal Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information and/or Personal Information, and the identity of the person in whose custody or control they lie.

6.1.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

6.2 Legal Proceedings

6.2.1 The Confidant acknowledges that the Customer may take legal proceedings against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Confidant's Undertaking

7.1 The Confidant undertakes:

- (a) not to access, use, modify, disclose or retain any Confidential Information and/or Personal Information of the Customer that he or she has acquired from the Contractor, except for the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (b) in addition to any direction as to particular measures specified by the Contractor, take all reasonable measures to ensure that any Confidential Information and/or Personal Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.

8. Acknowledgement by Confidant

8.1 The Confidant undertakes that in signing this Deed:

- (a) he or she understands the Confidant's responsibilities in relation to Confidential Information and/or Personal Information;
- (b) he or she will not access, use, disclose or retain Confidential Information and/or Personal Information except in relation to the purpose for which the Confidential Information and/or Personal Information was acquired; and
- (c) he or she understands the possible consequences of breach of this Deed.

8.2 The Confidant acknowledges that this Deed is made for the benefit of the Customer and may be enforced by the Customer.

9. No Exclusion of Law or Equity

9.1 This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information and/or privacy of the Personal Information.

10. Variation and Waiver

10.1 This Deed shall not be varied either in law or in equity except by agreement in writing signed by the Customer and the Confidant.

10.2 A waiver by the Customer of a breach of a provision of this Deed by the Confidant shall not constitute a waiver in respect of any other breach or of any subsequent breach of this Deed. The failure of the Customer to enforce a provision of this Deed shall not be interpreted as a waiver of that provision.

11. Applicable Law

11.1 The laws of the State govern this Deed and the Confidant submits to the non-exclusive jurisdiction of the courts of Queensland

12. Assignment

12.1 The Confidant shall not assign, in whole or in part, or novate this Deed except with the consent of the Customer.



13. Severability

- 13.1 If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

14. Remedies Cumulative

- 14.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.

15. Notices

- 15.1 Any notice or other form of communication (a "notice") which may be given to or served on the Confidant under this Deed must be in writing and must be sent by prepaid postage, fax or email or delivered by hand to the following address:

Customer:

Physical address: 50 Ann Street, Brisbane Qld 4000

Postal address: GPO Box 149, Brisbane Qld 4001

Phone number: 3227 6481

Fax number: 3239 0307

Email address: procurement@justice.qld.gov.au

Confidant:

Physical address: Suite 3, Level 6, 141 Queen Street Brisbane

Postal address: As above

Phone number: (07) 3211 5599

Fax number: (02) 9211 4750

Email address: brisbane@sparkandcannon.com.au

- 15.2 Notwithstanding clause 15.1, if the Confidant is a company then the Customer may serve a notice at any time on the Confidant's registered office.

- 15.3 A notice will be deemed to be given:

- (a) if posted – two Business Days after the date of posting;
- (b) if delivered by hand during a Business Day – on the date of delivery;
- (c) if faxed – on the date the sender's facsimile machine notes a complete and successful transmission; or
- (a) if emailed – on the date of the email;

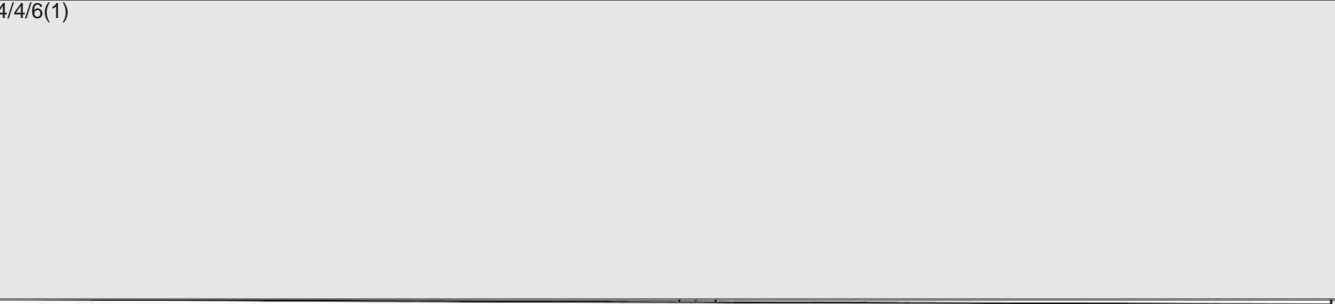
except that a fax or email received after 5.00pm (local time of the receiver) will be deemed to be given on the next Business Day.

EXECUTED as a deed poll.

Authorisation, Certification and Execution by the Confidant (company)

Executed for and on behalf of:)	
Spark & Cannon Australasia Pty Limited)	
ACN: 007 916 056)	
ABN: 37 007 916 056)	
)	
)	
)	
<i>in accordance with s 127 of the Corporations Act 2001 (Cth)</i>)	

sch.4/4/6(1)



Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

OR

Authorisation, Certification and Execution by a Confidant (individual or partnership (^)) (*)

Signed, sealed and delivered by)	
)	
.....)	Sig
.....)	
this 16th day of January 2013)	
by)	
.....)	
<<insert full name of attorney (if applicable)>>)	Signature of attorney (if applicable)
in the presence of)	
<i>Sam Fagan</i>)	<i>afagan</i>
.....)	
<<insert full name of witness>>)	Signature of witness

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

Privacy Statement - The Principal/Customer is collecting Personal Information from the Contractor for the purpose of administering this Deed of Confidentiality and Privacy. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering this Deed of Confidentiality and Privacy. Personal Information will not be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

NOTE:

(*) If a Confidant is an individual or partnership, then the above signature block will be applicable.

(^) If the Confidant is a partnership, then all partners associated with the partnership must execute the above signature block, unless authorisation has been given to an attorney and such authority is in the form of an enduring power of attorney.

Document Checkout

Acknowledgment of Obligation: Invitation to Offer: 109.1213

By this declaration dated the 7th of June 2013

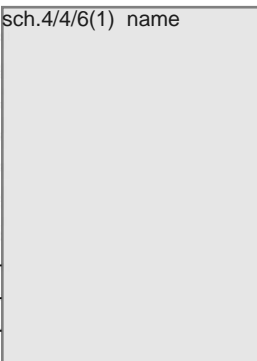
I, Shannon Lowrie within the position of Office Manager, Queensland Child Protection Commission of Inquiry

Acknowledge and agree to the following:

1. AUTHORITY

1.1 The Queensland Child Protection Commission of Inquiry requires to have possession of original hardcopies of the following procurement documents:

- eDOCS Number: 2079982, 109.1213 Deed of Confidentiality & Privacy -
- eDOCS Number: 2079981, 109.1213 Deed of Confidentiality & Privacy -
- eDOCS Number: 2079977, 109.1213 Deed of Confidentiality & Privacy -
- eDOCS Number: 2079978, 109.1213 Deed of Confidentiality & Privacy -
- eDOCS Number: 2079976, 109.1213 Deed of Confidentiality & Privacy -
- eDOCS Number: 2182211, 109.1213 Deed of Confidentiality & Privacy -
- eDOCS Number: 2079975, 109.1213 Deed of Confidentiality & Privacy -
- eDOCS Number: 2079984, 109.1213 Deed of Confidentiality & Privacy -
- eDOCS Number: 2079980, 109.1213 Deed of Confidentiality & Privacy -
- eDOCS Number: 2079979, 109.1213 Deed of Confidentiality & Privacy -
- eDOCS Number: 1981536, 109.1213 Short Form Contract
- eDOCS Number: 2042011, 109.1213 Short Form Contract – Variation 1
- eDOCS Number: 1970584, 109.1213 Evaluation & Probity Plan - Fully Signed
- eDOCS Number: 1976394, 109.1213 Evaluation Worksheet - Consensus - Fully Signed
- eDOCS Number: 1979269, 109.1213 Evaluation Report and Appendices (Signed)
- eDOCS Number: 1980208, 109.1213 Short Form Contract - Memo - Signed
- eDOCS Number: 2050725, 109.1213 Short Form Contract - Variation 1 - Memo - Fully Signed
- eDOCS Number: 2068894, 109.1213 Manual Purchase Requisition - Memo for Amendments - Signed



1.2 I am aware of my obligations under the legislation which governs my employment (and associated code of conduct) to take all reasonable steps in ensuring this confidential information is kept confidential.

1.3 I am aware that under the Crime and Misconduct Act 2001, disclosure of confidential information is Official Misconduct and as such is punishable by imprisonment.

2. RESPONSIBILITY

2.1 I warrant that before signing this declaration, I have received original hardcopies of the documents described in section 1.1.

2.2 I agree that the original hardcopies documents are now the responsibility of the Queensland Child Protection Commission of Inquiry to keep secure.

Signed: Shannon Lowrie

Name: Shannon Lowrie

Date: 7/6/13

Witnessed: Chris Jackson

Name: Chris Jackson

Date: 7/6/2013



Request for Quotation 109.1213

For

Recording and Transcribing Services for Child Protection Commission of Inquiry

1. Background

The Queensland Child Protection Commission of Inquiry (the Commission) was established on 1 July 2012 by Order in Council to review Queensland's child protection system. The Honourable Timothy Carmody SC has been appointed as the Commissioner and must provide a written report with recommendations to the Premier by 30 April 2013.

The inquiry has been established by the Queensland Government to review progress of outcomes related to the *Commission of Inquiry into Abuse of Children in Queensland Institutions* and the *Crime and Misconduct Commission Inquiry* to chart a new road map for child protection for the next decade.

The Commission will hold hearings in various locations across Queensland.

The Commission aims to be as open, inclusive and accessible to the public as the nature of the subject matter of the Inquiry allows. As such, hearings will be public where possible, but due to legislative restrictions and privacy considerations some hearings may be closed to the public and media.

Hearings will be recorded and transcribed in order to make transcripts available on the Commission's website, where appropriate.

2. Requirement

Recording and transcribing services are required for the hearings to be held by the Commission in the following locations:

- Brisbane
- Beenleigh
- Ipswich
- Bundaberg
- Rockhampton
- Mackay
- Townsville
- Cairns
- Aurukun
- Mount Isa

Refer to **Appendix A** for further details for each location. Please note that the above locations may be subject to change.

3. Deliverables

3.1 Monitoring and Recording by the Contractor

When requested by the Commission, the Contractor shall provide a monitor(s) to record the nominated proceedings. The Commission shall decide which hearings it wishes to have recorded.

The monitor is to arrive at the specified location 30 minutes prior to the scheduled commencement time of the proceeding and thorough tests of the system are to be conducted prior to commencement of the proceedings.

The Contractor shall provide a competent person to record and monitor the analogue or digital recording of proceedings to ensure that it is being properly captured, including but not limited to the following:

- spoken word in the courtroom;
- evidence presented in the courtroom;
- audio feeds from internal or external sources (i.e. Audio Conference, Video Conference, CCTV, and the like);

All recording and monitoring by the Contractor shall comply with relevant legislation. The Contractor shall obtain the necessary details to undertake monitoring services before the designated start time of each proceeding.

The Contractor must provide recording services in a manner that enables the provision of transcript services at the performance levels specified herein.

On some occasions the Commission may require recording services after hours and on weekends or public holidays. Whilst the Commission may only be able to provide minimum notice of these contingencies it is a requirement that the Contractor have in place procedures to meet these requests should they arise from time to time.

Tenderers are required to demonstrate how they intend to meet this requirement and an assessment of their proposed approach to meeting this requirement will be assessed as part of the evaluation process.

If required to do so, the Contractor shall provide recording services of telephone conference proceedings as directed/required which may occur from time to time.

When recording a hearing, the Contractor will utilise its own recording equipment unless specifically authorised by an Authorised Officer to use other equipment for that particular hearing or hearings.

The medium chosen to store the recorded sound of proceedings must facilitate the provision of copies of sound in electronic medium.

The Commission does not prescribe the type of technology to be used in the provision of these services. This is a matter of judgment for the Tenderer and an assessment of the proposed approach will form part of the evaluation of offers received.

The Contractor shall perform the following:

- test the function and quality of the recording before the proceedings;
- produce monitoring log notes of the proceeding that add running sheets to the recording typically used by the transcribers;
- record the proceeding;
- supply the stationery in order to record log notes of the proceeding;
- obtain appropriate security access passes if required at its own cost;
- deliver both the master recording and log notes where applicable to the Customer at the end of the contract;
- facilitate the effective capture and recording of words spoken in the courtroom in order to ensure the accurate production of transcripts; and
- conform to the operational and procedural requirements of the Commission for any communication needs between the monitor and the Associate in the courtroom before, during and after the proceeding. For example, the monitor needs to alert the Associate in the event that the person speaking is not speaking to the microphone or at the appropriate level.

The appropriate form of communications will be determined by the Customer and for each courtroom may include:

- requiring the monitor to physically approach the Associate;
- by telephone call;
- by email;
- by PC based instant messaging tool;
- web application; or
- web service.

The Commission retains the right to vary these arrangements during the Contract period.

The Contractor shall undertake all court recording and monitoring services as specified and as otherwise requested. The request may be in any of the following forms:

- email or fax;
- other means as required by the Commission.

3.2 Transcription Services

When requested by the Commission to provide a transcript of a proceeding, the Contractor shall produce an accurate transcript of all proceedings in the prescribed format as outlined in **Appendix B**.

The Contractor shall undertake all transcription services as specified and as otherwise requested.

The request for transcript may be in any of the following forms:

- email or fax;
- other means as required by the Customer.

The Contractor shall keep records of all requests for transcript. Such records shall be made available for perusal by an Authorised Officer at any reasonable time. The record of booking of transcript production shall list the date and time of booking, together with full details of the hearing to be transcribed and the categories of transcript requested.

3.3 Running Transcript

Running transcript is the continuous production of transcript in a given proceeding delivered at periodic intervals during the day being 6:00pm (for all spoken word before 4.00pm) and 9:30am the next business day (for all spoken word after 4.00pm the previous business day.)

The starting time of each section of a running transcript shall be the time the first transcribable word was spoken in the proceeding.

Where delivery of running transcript is due after the final adjournment of the day's proceeding, the Commission shall provide the Contractor with a contact telephone or email address to receive delivery of the transcript.

Where no such contact is provided, or where the Customer fails to provide an answer from the nominated contact the delivery times shall be deemed to have been met by the Contractor where the transcript is delivered no later than the start of Business Hours on the next Business Day. Production of a running transcript may be negotiated in special cases e.g. for hearings in remote locations.

The Customer reserves the right to vary these requirements during the course of the Contract.

3.4 Transfer of Transcripts

In addition to delivery of printed copies of the transcripts, the Contractor shall deliver transcripts in electronic form via email or in such other means as required by the Customer.

The Contractor shall ensure that all electronic transcripts delivered, diskettes and any other media used to provide the transcripts, as well as transcript production equipment, are free from virus infection at the time of transmission to the Customer having been screened by virus detection systems using Best Industry Practice for any virus which may contaminate equipment used by the Customer, or any other equipment.

3.5 Cancellation of Bookings for Recording Services

Bookings for the recording of proceedings may be cancelled by the Commission up to thirty (30) minutes prior to the scheduled commencement of the proceeding without incurring a cancellation fee (if any) Tendered in Pricing Schedule. The Commission accepts responsibility to notify the Contractor of any cancellation.

No cancellation fee will be payable where the Contractor chooses to provide recording services remotely from the court room in which the hearing was scheduled unless the Contractor can demonstrate that there were costs incurred by the Contractor related to that cancellation.

If a hearing is cancelled (whether the Contractor is notified or not) the only fee payable for the service so cancelled is the prescribed cancellation fee (if any).

Tenderers are advised that cancellation fees will be taken into account in determining the whole of contract cost of their offer.

Notwithstanding the cancellation of bookings provisions, cancellation fees may be payable when travel of contractor staff is required to deliver services at circuit locations. In these circumstances, each case will be considered on a case by case basis.

It is likely that there will be luggage limitations when travelling to regional centres, and it may not be possible to take very heavy or bulky equipment. These factors should be taken into account when quoting for these services.

4. Important Dates

- 13 August 2012 – hearings to commence in Brisbane
- First week of September – regional hearings begin

5. Relationship Management

The Commission's Project Manager and address for reports and invoices is:

Julia Duffy
Executive Director
Child Protection Commission of Inquiry
PO Box 12196
George Street QLD 4003

6. Service Hours

The hearings will be held for approximately three months in total and the standard hours will be 10.00am to 4.00pm Brisbane local time Monday to Thursday, with a one hour break for lunch at 1.00pm.

As same day transcripts are required, it is envisaged that a daily finishing time for receipt of transcripts will be approximately 6.00pm. Please note, this time may vary depending on the finishing time of the hearings.

There will be a second round of hearings in the first half of 2013. Dates will be confirmed as soon as possible.

7. Reporting requirements:

The Supplier shall provide the Project Manager, Julia Duffy with a brief report at the conclusion of proceedings in each location detailing the transcripts requested and supplied, and the timeframe in which the transcripts were provided.

Any matters which arise that may be deemed to materially affect the development of the project should be communicated to the Department's Project Manager within twenty-four (24) hours of the matter being known to the Supplier.

8. Terms and Conditions

This Request for Quotation is placed in accordance with following:

Queensland Government Conditions of Offer:

<http://www.hpw.qld.gov.au/supplydisposal/GovernmentProcurement/SupplyArrangements/SupplyArrangementsStandardConditions/GovernmentTermsConditions/Pages/ConventionalContract.aspx>

Queensland Short Form Conditions of Contract (referencing Short Form Contract Schedules):

<http://www.hpw.qld.gov.au/supplydisposal/GovernmentProcurement/SupplyArrangements/SupplyArrangementsStandardConditions/GovernmentTermsConditions/Pages/ShortFormConditionsContract.aspx>

9. Insurance

Pursuant to the terms and conditions, the public liability insurance shall be no less than \$10,000,000.

Pursuant to the terms and conditions, the professional indemnity insurance shall be no less than \$1,000,000.

10. Pricing

The Customer will, in its Value for Money assessment, consider the extent to which the Offer satisfies the Offered Price and Pricing Requirements as set out in Section 15 Pricing Schedule. The Customer reserves the right to reject any Offer that does not properly address and satisfy any of the Offered Price and Pricing Requirements.

11. Other Expenses

Contracted staff will travel with the Commission to regional areas, and flights and accommodation will be booked and paid for by the Commission on the Supplier's behalf.

The Supplier is to detail proposed travel and related expenses (excluding flights and accommodation) in Table 2 – Travel and Other Expenses in Section 15 Pricing Schedule.

The Supplier may seek reimbursement for meals and incidentals in accordance with the Domestic Travelling and Relieving Expenses Directive (refer Appendix C). Any expenditure over these amounts will be at the expense of the Supplier. In special circumstances the Commission may reimburse the Supplier for expenditure over the set limits but this must be agreed to in advance and will be considered on a case by case basis.

12. Submission

You are invited to make an offer which should briefly include:

- a. Company details including legal name, trading name, address, ABN and contact details
- b. The names of any personnel who would be assigned to the project, and briefly their roles and responsibilities, qualifications, and other professional experience relevant to the conduct of this study.
- c. Your company's experience relative to the project services.
- d. Declaration of any conflict of interest and how any conflict of interest may be managed.
- e. Details of the required insurance details, e.g. professional indemnity
- f. Any other relevant information.

13. Closing Date for Offer

The offer must be submitted to the following location and no later than the following nominated time and date:

Date: Tuesday, 7 August 2012
 Time: 4.00pm
 Addressed to: Julia Duffy, Executive Director, Child Protection Commission of Inquiry
julia.duffy@childprotectioninquiry.qld.gov.au
 Delivery Method: Email
 Mail
 Facsimile

Please note that your proposal can not be considered as accepted unless and until you receive written notice of acceptance via email to your nominated email address.

14. Selection Criteria

The selection criteria for this project are:

- Expertise of Key Personnel
- Offeror's Capability, Capacity and Experience
- Project Methodology

Please complete the corresponding tables at the end of this document for each selection criteria.

15. Pricing Schedule

Table 1 – Fees

Monitoring & Recording Fees		Rate	GST	Rate (inc GST)
1	Monitoring and Recording Fee per 15 min within Brisbane Metro area			
2	Monitoring and Recording Fee per 15 min within Brisbane Metro area - outside Business Hours			
3	Monitoring and Recording Fee per 15 min outside Brisbane Metro area			
4	Monitoring and Recording Fee per 15 min outside Brisbane Metro area - outside Business Hours			
Transcription Fees		Rate	GST	Rate (inc GST)
5	Running Transcript production fee per 15 mins (inc electronic delivery)			
6	Running Transcript production fee per 15 mins (inc electronic delivery) outside Business Hours			

Table 2 – Travel and Other Expenses

If this table is not completed, the amounts described under the Project Fees will be taken to be inclusive of all travel expenses and disbursements.		
Personnel Names	Description of Expenses or Disbursement	Rate Total amount \$AUD (including GST)
(a)		\$
(b)		\$
(c)		\$
(d)		\$
(e)		\$

Table 3 – Cancellation Fees and Conditions

Please provide details of any cancellation fees and conditions associated with these.

--

Table 4 – Other expenses

Please provide details of any other fees related to this project, not already covered above.

--

WORKER'S COMPENSATION INSURANCE:

Information Required	Details
Policy Number:	
Name of Insurer:	
Named Insured:	
Expiry Date of the Worker's Compensation Insurance policy:	
Specify any exclusions and deductibles to the above Insurance Policy.	

PUBLIC LIABILITY INSURANCE:

Information Required	Details
Policy Number:	
Name of Insurer:	
Named Insured:	
Sum Insured:	
Expiry Date of the Public Liability Insurance policy:	
Specify any exclusions and deductibles to the above Insurance Policy.	

PROFESSIONAL INDEMNITY or ERRORS AND OMISSIONS INSURANCE (if applicable):

Information Required	Details
Policy Number:	
Name of Insurer:	
Named Insured:	
Sum Insured:	
Expiry Date of the Professional Indemnity or Errors and Omissions Insurance policy:	
Specify any exclusions and deductibles to the above Insurance Policy.	

Unless otherwise specified above, the Professional Indemnity or Errors and Omissions Insurance is to be maintained by the Contractor for a period of 4 years after the termination or conclusion of the Contract, whichever is the later.

SELECTION CRITERIA

1. Expertise of Key Personnel

1. Please advise the names of your nominated Key Personnel and describe their intended role (not just their title) for this project:
2. For each person nominated, provide the following information:
a) A statement of availability of the Key Personnel to commence the project by the proposed date, and the level of availability to the Commission's project;
b) A statement warranting that, to the best of their knowledge, information and belief, the Key Personnel do not and are not likely to have any conflict of interest in fulfilling the role.
3. Are each of the Key Personnel prepared to sign a Deed of Privacy prior to commencement on the project?
Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Are each of the Key Personnel prepared to undergo a criminal history check if required by the Commission?
Yes <input type="checkbox"/> No <input type="checkbox"/>

2. Offerer's Capability, Capacity and Experience

1. The Offeror's number of years experience in performing similar work to that specified in this Invitation to Offer. Please provide a list of projects that the Offeror has undertaken over the last five (5) years.
2. Outline the Offeror's contingency plan if the proposed Key Personnel become unavailable:
3. State the contact details of two (2) additional referees prepared to comment on the work competence/past performance of the Offeror
4. Demonstrate the Offeror's capacity to attend the remote locations listed in Appendix A.
5. Provide details on the Offeror's ability to match the font and formatting requirements of the

Transcript at Appendix B.

3. Project Methodology

<p>1. Give details of your proposed project methodology including your approach, tasks to be undertaken, timeframes and how each of the deliverables will be met. Please include information about how your company retains audio recordings and the method in which these can be made available to the Customer.</p>
<p>2. Will the Offeror be able to meet all of the deliverables listed? If no, please specify which deliverables are unable to be met and provide an alternative.</p>
<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Will the Offeror be conducting as a minimum the tasks listed? If no, please specify which tasks are unable to be conducted and provide an alternative.</p>
<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>4. Will the Offeror be able to meet the timeframes nominated? If no, please specify which timeframes are unable to be met and provide an alternative.</p>
<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>5. Does the Offeror comply with the reporting requirements nominated? If no, please specify which reporting requirements are unable to be met and provide an alternative.</p>
<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>6. Describe how the Offeror will provide recording services that enables the provision of transcript services as specified in this RFQ.</p>
<p>7. Describe how the Offeror will provide recording services after hours and on weekends or public holidays and what procedures are in place for situations of minimum notice.</p>
<p>8. Describe the type of technology that will be utilised in the provision of recording services.</p>
<p>9. Describe the Offeror's ability and methodology to meet Running Transcript requirements.</p>

10. Describe the Offeror's method for delivery of transcripts in electronic form.

16. Offeror Details

Information Required	Details
Name of Offeror:	
Contact Name:	
Contact Phone:	
Contact E-mail:	
Signature:	

APPENDIX A

Draft Hearings Schedule (Note: this may be subject to change)

Date	Location	Contact	Comments
13 – 17 August 2012	Brisbane Magistrates Court	Registrar 3239 6555	Note: Wednesday, 15 August is a Public Holiday.
20 – 23 August 2012	Brisbane Magistrates Court	Registrar 3239 6555	
27 – 30 August 2012	Brisbane Magistrates Court	Registrar 3239 6555	
3 – 6 September 2012 OR 4 – 7 September 2012	Aurukun or Weipa		
10 – 13 September 2012	Cairns	Registrar 4039 8711	
24 – 27 September 2012	Townsville	Registrar 4799 7255	
2 – 5 October 2012	Ipswich	Registrar 3884 5307	
8 – 11 October 2012	Ipswich	Registrar 3884 5307	
15 – 18 October 2012	Mt Isa	Registrar 4747 2004	
22 – 25 October 2012	Mackay	Registrar 4967 0705	Court room availability still to be confirmed.
12 – 15 November 2012 OR 19 – 22 November 2012	Brisbane Magistrates Court	Registrar 3239 6555	

APPENDIX B

Transcript Format

Transcript of Proceedings

Issued subject to correction upon revision.

THE HONOURABLE TIMOTHY FRANCIS CARMODY SC, Commissioner

MS K McMILLAN SC, Counsel Assisting
MR M COPLEY SC, Counsel Assisting

IN THE MATTER OF THE COMMISSIONS OF INQUIRY ACT 1950
COMMISSIONS OF INQUIRY ORDER (No. 1) 2012
QUEENSLAND CHILD PROTECTION SYSTEMS COMMISSION OF INQUIRY

BRISBANE

..DATE 24/07/2012
Continued from 17/07/2012

..DAY 2

Page #

Queensland Child Protection Systems Commission of Inquiry, GPO Box XXX, Brisbane Q 4001 Email: XXXXXXX

APPENDIX C



MINISTER FOR EDUCATION AND INDUSTRIAL RELATIONS

DIRECTIVE No. 9/11
September 2011

1. **TITLE:** **Domestic Travelling and Relieving Expenses**
2. **PURPOSE:** To compensate employees for expenses incurred when required to travel within Australia on official duty or to relieve another employee or to perform special duty away from the employee's usual place of work.
3. **LEGISLATIVE PROVISION:** Section 54(1) of the *Public Service Act 2008*.
4. **APPLICATION:** This directive applies to –
 - public service officers; and
 - temporary employees engaged under section 148(2)(a) of the *Public Service Act 2008*.

This directive does not apply to –

 - general employees engaged under section 147(2)(a) of the *Public Service Act 2008*; and
 - employees engaged on a casual basis under sections 147(2)(b) and 148(2)(b) of the *Public Service Act 2008*.
5. **STANDARD:** The conditions prescribed in the Schedules apply.
6. **EFFECTIVE DATE:** This directive is to operate from **1 September 2011**.
7. **VARIATION:** The provisions in the Schedule may be varied in accordance with certified agreements made under Chapter 6, Part 1 of the *Industrial Relations Act 1999* or decisions of an industrial tribunal of competent jurisdiction.
8. **INCONSISTENCY:** Sections 51 and 52 of the *Public Service Act 2008* and section 687 of the *Industrial Relations Act 1999* apply if there is a conflict with an act, regulation or industrial instrument.
9. **SUPERSEDES:** Directive 15/10: "*Domestic Travelling and Relieving Expenses*"
10. **PREVIOUS REFERENCES:** Directive 9/09, 9/08, 7/07, 10/06, 8/05: "*Domestic Travelling and Relieving Expenses*"
 Directive 3/04, 1/02, 3/00: "*Travelling and Relieving Expenses*"
 Directive 17/99, 11/97: "*Travelling and Relieving Allowances*"
 Sections 63 and 66 of the *Public Service Management and Employment Regulation 1988*
 Determination No. 10
 Circular letters 2/90, 7/90, 6/91, 2/92
 Administrative Instruction Nos 1 | 10, 1 | 94.

SCHEDULE A

GENERAL CONDITIONS	
<p>1. Entitlement</p> <p>1.1 A public service officer or temporary employee engaged under section 148(2)(a) of the <i>Public Service Act 2008</i> (referred to as "employee" in this directive) who is required to –</p> <p>(a) travel on official duty; or</p> <p>(b) to take up duty away from the employee's usual place of work to relieve another employee or to perform special duty</p> <p>shall be allowed actual and reasonable expenses or allowances for accommodation, meals and incidental expenses necessarily incurred by the employee as provided in this directive.</p> <p>2. Options for payment</p> <p>2.1 The chief executive may determine the method of payment of travelling and relieving expenses or allowances for employees within his or her department.</p> <p>2.2 The determination may be made from the following options –</p> <p>(a) payment direct to the supplier through the use of corporate credit cards;</p> <p>(b) payment direct to the supplier by contractual arrangement or billing system;</p> <p>(c) reimbursement to the employee for actual, reasonable costs incurred by the employee;</p> <p>(d) payment of travelling and relieving allowances as prescribed in this schedule.</p> <p>A combination of any of these options may be used.</p> <p>2.3 If an employee has specific reasons or believes that they will be financially disadvantaged by a particular method of payment, they may apply as a special case to the chief executive for payment by a different method.</p> <p>3. Minimum standard of accommodation</p> <p>3.1 Employees are to be provided with accommodation that is at least consistent with the 3 star rating used in RACQ accommodation directories (ie. well appointed establishments offering a comfortable standard of accommodation), except where this standard is not available at a particular centre.</p>	<p>3.2 Departments may offer their employees a higher standard of accommodation where appropriate (eg. conference venue, location of hotel in relation to work site, competitive rates negotiated with a higher rated establishment).</p> <p>4. Limit on meals</p> <p>4.1 The actual and reasonable costs allowed for meals are not to exceed the standard meal allowances as prescribed in this schedule unless otherwise approved by the chief executive.</p> <p>5. Application of allowances</p> <p>5.1 The allowances contained in this schedule apply in situations where the accommodation, meals or incidentals are not paid directly by the department or reimbursed to the employee.</p> <p>5.2 Payment of meal allowances shall be based on the prescribed rates for the particular centre where the employee incurred the expense.</p> <p>6. Meals during overnight absences</p> <p>6.1 On the first and last day of an employee's overnight absence from usual place of work or home, the employee is entitled to the payment of meal expenses or meal allowances in accordance with the following departure and return times.</p> <p>6.2 Departure from or return to usual place of work or home</p> <p>Lunch – the employee departs earlier than 1.30 pm or returns later than 1.30 pm.</p> <p>Dinner – the employee departs earlier than 6.30 pm or returns later than 6.30 pm.</p> <p>6.3 In the case of breakfast, an employee is not eligible for payment of expenses or a meal allowance upon departure except in situations where the employee has to depart from their usual place of work or home before 6.00 am and it is not practicable for the employee to have breakfast before leaving and must purchase it during the journey.</p> <p>7. Deduction of meal expenses or allowances</p> <p>7.1 An employee is not entitled to expenses or a meal allowance for a meal that is provided at departmental expense or as part of a fare.</p> <p>Provided that such meal is of reasonable quantity and quality in the relevant circumstances.</p>

GENERAL CONDITIONS

- | | |
|---|---|
| <p>8. Not payable during leave</p> <p>8.1 An employee who takes leave while travelling on official duty or while absent from their usual place of work on relieving or special duty is not entitled to the payment of travelling or relieving expenses or allowances during the period of the leave except in the case of illness or any other case determined by the chief executive.</p> <p>9. Telephone calls, facsimiles and postage</p> <p>9.1 Official telephone calls, facsimiles, etc. and postage costs are to be paid by the department concerned.</p> <p>10. Incidental expenses or allowance</p> <p>10.1 Incidental expenses or the incidental allowance are paid to employees to cover expenditure of the following nature –</p> <ul style="list-style-type: none"> • newspapers, magazines; • snacks including coffee, tea or drinks, etc; • private telephone calls; • personal items necessary for the travel. <p>11. Cost of conveyance</p> <p>11.1 Travelling and relieving expenses and allowances are in addition to the cost of conveyance of the employee.</p> <p>12. Locality allowance</p> <p>12.1 Where an employee is in receipt of travelling or relieving expenses or allowances under this schedule, the arrangements for locality allowance applicable at the employee's usual place of work are to continue during the first 42 days of absence at a particular centre of duty. Thereafter the arrangements for locality allowance, if any, applicable to that centre shall apply as long as the employee remains at that centre.</p> | <p>12.2 The payment of locality allowance should not be taken into account in determining an employee's entitlement to travelling or relieving expenses or allowances.</p> <p>13. Advances</p> <p>13.1 Where the employee is to be paid travelling or relieving allowances or will be claiming reimbursement of actual expenses, the employee may be granted an advance up to 100% of the estimated costs.</p> <p>14. Certification after overnight absence</p> <p>14.1 At the conclusion of the journey, the employee is required to certify that the official travel was undertaken in accordance with the approved itinerary.</p> <p>14.2 Any change to the itinerary resulting in variation of payments or changed costs (eg. claiming actual expenses instead of meal allowances) should be appropriately acquitted.</p> <p>15. Documentary evidence</p> <p>15.1 Before an expense is paid, the employee may be required to produce documentary evidence as determined by the chief executive. This evidence may include –</p> <ul style="list-style-type: none"> • receipts, • itemised statements, • certifications, etc. <p>16. Time limit on claim</p> <p>16.1 Without the approval of the chief executive, a claim shall not be paid unless it is submitted within 12 months of –</p> <ul style="list-style-type: none"> • the date of completion of the work; or • incurring of the expense; or • the conclusion of the circumstances leading to the claim. <p>17. Other Issues</p> <p>17.1 It is a requirement that employees abide by all regulations outlined for the given locality eg. alcohol management plans.</p> |
|---|---|

SCHEDULE B

TRAVELLING AND RELIEVING ALLOWANCES	
CATEGORY AND CONDITIONS OF APPROVAL	ENTITLEMENTS
1. ABSENCES NOT EXTENDING OVERNIGHT	
(a) Absence from headquarters or home is at least 12 hours	
An employee shall be paid allowances for costs incurred in purchasing lunch and dinner.	Lunch - \$26.55 (Capital Cities & High Cost Country) - \$24.20 (Tier 2 Country Centres) - \$24.20 (Other Country Centres) Dinner - \$45.60 (Capital Cities & High Cost Country) - \$41.65 (Tier 2 Country Centres) - \$41.65 (Other Country Centres)
(b) Absence from headquarters or home is less than 12 hours	
No allowance is payable except in the following circumstances –	
<ul style="list-style-type: none"> • an employee is required to purchase an expensive meal as an integral part of travel (eg. catered lunch during a 1 day conference); <li style="text-align: center;">OR • an employee returns after 6.30pm and incurs the cost of purchasing a meal. 	Lunch - \$26.55 (Capital Cities & High Cost Country) - \$24.20 (Tier 2 Country Centres) - \$24.20 (Other Country Centres) Dinner - \$45.60 (Capital Cities & High Cost Country) - \$41.65 (Tier 2 Country Centres) - \$41.65 (Other Country Centres) Dinner - \$45.60 (Capital Cities & High Cost Country) - \$41.65 (Tier 2 Country Centres) - \$41.65 (Other Country Centres)
(c) Breakfast allowance	
Breakfast allowance will be payable where the employee has to depart from home before 6.00am and it is not practicable for the employee to have breakfast at home and must purchase it during the journey.	Breakfast - \$23.65 (Capital Cities & High Cost Country) - \$21.15 (Tier 2 Country Centres) - \$21.15 (Other Country Centres)
N.B. An incidental allowance is not payable in 1 (a), (b) and (c)	

CATEGORY AND CONDITIONS OF APPROVAL	ENTITLEMENTS																																																																						
<p>2. ABSENCES EXTENDING OVERNIGHT</p> <p>An employee shall be paid allowances for costs incurred in purchasing accommodation and/or meals and/or incidentals as set out below.</p>	<p>Per Overnight Stay</p>																																																																						
<p>(a) Capital Cities</p>	<table border="1"> <thead> <tr> <th>Capital City</th> <th>Accommodation</th> <th>Breakfast</th> <th>Lunch</th> <th>Dinner</th> <th>Incidental Expenses</th> </tr> </thead> <tbody> <tr><td>Adelaide</td><td>\$157.00</td><td>\$23.65</td><td>\$26.55</td><td>\$45.60</td><td>\$17.30</td></tr> <tr><td>Brisbane</td><td>\$201.00</td><td>\$23.65</td><td>\$26.55</td><td>\$45.60</td><td>\$17.30</td></tr> <tr><td>Canberra</td><td>\$165.00</td><td>\$23.65</td><td>\$26.55</td><td>\$45.60</td><td>\$17.30</td></tr> <tr><td>Darwin</td><td>\$189.00</td><td>\$23.65</td><td>\$26.55</td><td>\$45.60</td><td>\$17.30</td></tr> <tr><td>Hobart</td><td>\$125.00</td><td>\$23.65</td><td>\$26.55</td><td>\$45.60</td><td>\$17.30</td></tr> <tr><td>Melbourne</td><td>\$173.00</td><td>\$23.65</td><td>\$26.55</td><td>\$45.60</td><td>\$17.30</td></tr> <tr><td>Perth</td><td>\$176.00</td><td>\$23.65</td><td>\$26.55</td><td>\$45.60</td><td>\$17.30</td></tr> <tr><td>Sydney</td><td>\$183.00</td><td>\$23.65</td><td>\$26.55</td><td>\$45.60</td><td>\$17.30</td></tr> </tbody> </table>	Capital City	Accommodation	Breakfast	Lunch	Dinner	Incidental Expenses	Adelaide	\$157.00	\$23.65	\$26.55	\$45.60	\$17.30	Brisbane	\$201.00	\$23.65	\$26.55	\$45.60	\$17.30	Canberra	\$165.00	\$23.65	\$26.55	\$45.60	\$17.30	Darwin	\$189.00	\$23.65	\$26.55	\$45.60	\$17.30	Hobart	\$125.00	\$23.65	\$26.55	\$45.60	\$17.30	Melbourne	\$173.00	\$23.65	\$26.55	\$45.60	\$17.30	Perth	\$176.00	\$23.65	\$26.55	\$45.60	\$17.30	Sydney	\$183.00	\$23.65	\$26.55	\$45.60	\$17.30																
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CATEGORY AND CONDITIONS OF APPROVAL	ENTITLEMENTS
(g) Accommodation and meals are supplied at no expense to the employee.	Incidental Expenses – \$17.30 per overnight stay

CATEGORY AND CONDITIONS OF APPROVAL	ENTITLEMENTS
<p>3. OPTION TO CLAIM ACTUAL EXPENSES</p> <p>An employee may claim actual expenses where the accommodation charges at a particular centre exceed the amount prescribed for accommodation at that centre or where the cost of meals exceeds the total amount prescribed for meals for the whole of the employee's absence.</p> <p>Such actual expenses are to be reimbursed to the employee subject to the chief executive being satisfied that the claim is reasonable and the employee has complied with the general conditions relating to minimum standard of accommodation and documentary evidence.</p> <p>Five situations are shown to clarify the employee's entitlement where actual expenses are claimed by the employee.</p>	<p>(i) All accommodation and meals claimed as actuals Actual and reasonable expenses for accommodation and meals PLUS Relevant incidental expenses allowance OR</p> <p>(ii) All meals and some accommodation claimed as actuals Actual and reasonable expenses for accommodation and meals PLUS Relevant allowances as prescribed in 2 above for accommodation not claimed as actual expenses PLUS Relevant incidental expenses allowance OR</p> <p>(iii) All accommodation claimed as actuals Actual and reasonable expenses for accommodation PLUS Relevant allowances as prescribed in 2 above for meals PLUS Relevant incidental expenses allowance OR</p> <p>(iv) Some accommodation claimed as actuals Actual and reasonable expenses for accommodation PLUS Relevant allowances as prescribed in 2 above for meals and accommodation not claimed as actual expenses PLUS Relevant incidental expenses allowance OR</p> <p>(v) All meals claimed as actuals Actual and reasonable expenses for meals PLUS Relevant allowances as prescribed in 2 above for accommodation PLUS Relevant incidental expenses allowance</p>

CATEGORY AND CONDITIONS OF APPROVAL	ENTITLEMENTS
<p>4. EXTENDED PERIODS OF RELIEVING OR SPECIAL DUTY</p> <p>Where an employee relieves another employee or performs special duty at another centre for an extended period, the employee shall be allowed relieving allowances or expenses as determined hereunder –</p>	<p>(a) Up to 4 weeks Relevant allowances as prescribed in 2 above for accommodation, meals and incidentals.</p> <p>(b) More than 4 weeks For the whole period of the relieving or special duty, such reasonable expenses as negotiated between the employee and the department provided that the employee is not out of pocket (ie. not financially disadvantaged in comparison to remaining at the employee's usual place of work) during the extended period of relieving or special duty.</p> <p>Without limiting the capacity of the parties to negotiate the payment of expenses, the following costs may be taken into consideration –</p> <ul style="list-style-type: none"> • accommodation costs appropriate to the duration of the relieving period and the personal family circumstances of the employee; • costs of purchasing or preparing meals for the employee; • payment of transfer expenses as prescribed in the Ministerial Directive <i>Transfer and Appointment Expenses</i> in lieu of relieving allowances; • use of a government vehicle or compensation for taking own vehicle to the relieving centre as prescribed in the Ministerial Directive <i>Motor Vehicle Allowances</i>; and • reunion visits to the employee's normal centre. <p>The agreed arrangements are to be documented to satisfy any human resource management or financial audit requirements.</p>

Lynette Lawrence

From: Shannon Lowrie
Sent: Tuesday, 31 July 2012 4:36 PM
Subject: Request for Quotation - Child Protection Commission of Inquiry

Good afternoon

I regret to advise that the Request for Quotation for recording and transcribing services will not be provided today. Please expect the request tomorrow morning for your consideration.

Thank you

Shannon

Shannon Lowrie
Office Manager
Queensland Child Protection Commission of Inquiry

Ph. 3405 9776
Fax. 3405 9780
Email. shannon.lowrie@childprotectioninquiry.qld.gov.au

Ph. 1300 505 903
Email. info@childprotectioninquiry.qld.gov.au
PO Box 12196
George Street QLD 4003

Lynette Lawrence

From: Shannon Lowrie
Sent: Wednesday, 1 August 2012 11:57 AM
Subject: Child Protection Commission of Inquiry - Request for Quotation

Importance: High

Attachments: JAG-#1970322-v1-109_1213_RFQ_-_Recording_and_Transcribing.DOC



JAG-#1970322-v1-
109_1213_RFQ_-...

Good morning

Please find attached a Request for Quotation from the Queensland Child Protection Commission of Inquiry. As detailed in this document, the Commission is seeking recording and transcribing services for its hearings to be held in Brisbane and other locations across Queensland.

Please note the timeframes for this process are tight, however we require your urgent response. Don't hesitate to contact either myself or Julia Duffy, Executive Director (Ph. 3405 9774) if you have any questions or issues.

Please reply to this email to confirm receipt of this request.

Thank you

Shannon

Shannon Lowrie
Office Manager
Queensland Child Protection Commission of Inquiry

Ph. 3405 9776
Fax. 3405 9780
Email. shannon.lowrie@childprotectioninquiry.qld.gov.au

Ph. 1300 505 903
Email. info@childprotectioninquiry.qld.gov.au
PO Box 12196
George Street QLD 4003

Lynette Lawrence

From: Julia Duffy
Sent: Thursday, 9 August 2012 3:02 PM
To: Shannon Lowrie
Cc: Admin Child Protection
Subject: RE: [redacted] court reporting tender

That sounds fine. As long as they have signed it, I can't see any risk for us. The only risk is for them - because we haven't signed it at the time that they are actually starting to provide services.

Julia

-----Original Message-----

From: Shannon Lowrie
Sent: Thursday, 9 August 2012 2:05 PM
To: Julia Duffy
Cc: Susan Grantham
Subject: RE: [redacted] - court reporting tender

Great, thanks Julia. I'll save this email with our other paperwork.

I have spoken with [redacted] as well regarding the contract etc, she said she'll pop in tomorrow to sign it (after reviewing it electronically) and then we'll send it up to the DG. It may not be signed by the DG before Monday which isn't ideal but under the circumstances there isn't much else we can do. Procurement are aware of what we are doing.

Shannon

Shannon Lowrie
Office Manager
Queensland Child Protection Commission of Inquiry

Ph. 3405 9786
Fax. 3405 9780
Email. shannon.lowrie@childprotectioninquiry.qld.gov.au

Ph. 1300 505 903
Email. info@childprotectioninquiry.qld.gov.au
PO Box 12196
George Street QLD 4003

-----Original Message-----

From: Julia Duffy
Sent: Thursday, 9 August 2012 2:01 PM
To: Shannon Lowrie
Cc: Admin Child Protection
Subject: [redacted] - court reporting tender

Dear Shannon,

As discussed, I have advised Spark and Cannon that they will be recommended as the successful supplier.

I advised [redacted] that they had missed out. They asked for the name of the successful tenderer but I advised I couldn't do that at this stage because the paperwork had not been done.

sch.4/4/6(1), sch.4/4/7(1)(c)(i) name, business
[redacted]

Thanks

Lynette Lawrence

From: Julia Duffy
Sent: Tuesday, 7 August 2012 3:11 PM
To: Shannon Lowrie
Subject: FW: Response to Request for Quotation
Attachments: Spark & Cannon Response to RFQ 109.1213 Child Protection Commission of Inquiry QLD.pdf

From: [sch.4/4/6(1) name]
Sent: Tuesday, 7 August 2012 12:36 PM
To: Julia Duffy
Cc: Matthew Fowler; Sam Fagan
Subject: Response to Request for Quotation

Dear Julia,

Thank you for your consideration of our service for the Child Protection Commission of Inquiry.

It is with great pleasure that Spark & Cannon submits our Response to Request for Quotation as attached.

Should you have any questions, please feel free to contact me and I will be more than happy to assist.

Kind regards,

[Redacted]
State Manager
Spark & Cannon
Suite 3, Level 6
141 Queen Street
Brisbane QLD 4000



Phone: 07 3211 5599
Fax: 02 9211 4750
Email: [Redacted]
Web: www.sparkandcannon.com.au

A tradition of recording and transcription excellence

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Notice: This email contains information which is privileged and confidential and is intended for the recipient. If this has been received in error, please contact the originator and delete this email. The content of this email is the view of the sender or stated author and does not necessarily reflect the view of Spark & Cannon Australasia Pty Limited. We use virus scanning software but exclude all liability for virus or similar in any attachment.

Lynette Lawrence

From: Julia Duffy
Sent: Tuesday, 7 August 2012 3:55 PM
To: Shannon Lowrie
Subject: FW: Response to RFQ 109.1213
Attachments: sch.4/4/7(1)(c)(i) business

From: [Redacted]
Sent: Tuesday, 7 August 2012 3:55 PM
To: Julia Duffy
Subject: Response to RFQ 109.1213

Dear Ms Duffy

Please find attached a detailed response from [Redacted] to the above RFQ, as follows:

1. [Redacted]
2. [Redacted]

Please do not hesitate to contact me if you have any queries in relation to the attached.

Kind regards

[Redacted]

Lynette Lawrence

From: [redacted] sch.4/4/7(1)(c)(i) business
Sent: Wednesday, 8 August 2012 10:55 AM
To: Shannon Lowrie
Subject: RE: Response to RFQ 109.1213

Thank you, Shannon. It is only the monitoring fees which are rendered by the hour (ie the first part of Table 1). The transcript price as shown is per 15 minutes.

Kind regards



From: Shannon Lowrie [mailto:Shannon.Lowrie@childprotectioninquiry.qld.gov.au]
Sent: Wednesday, August 08, 2012 10:05 AM
To: [redacted]
Subject: RE: Response to RFQ 109.1213

H [redacted]

Thanks for your email. I will attach your email to the submission rather than getting you to re do it, and will make sure all panel members are aware of this.

Thanks

Shannon

Shannon Lowrie
Office Manager
Queensland Child Protection Commission of Inquiry

Ph. 3405 9776
Fax. 3405 9780
Email. shannon.lowrie@childprotectioninquiry.qld.gov.au

Ph. 1300 505 903
Email. info@childprotectioninquiry.qld.gov.au
PO Box 12196
George Street QLD 4003

From: [redacted]
Sent: [redacted]
To: Shannon Lowrie
Subject: RE: Response to RFQ 109.1213

Dear Shannon

sch.4/4/6(1), sch.4/4/7(1)(c)(i), name, business

From: Shannon Lowrie [<mailto:Shannon.Lowrie@childprotectioninquiry.qld.gov.au>]

Sent: Wednesday, August 08, 2012 8:55 AM

To: [redacted]

Subject: RE: Response to RFQ 109.1213

Hi [redacted]

Thank you for your submission. This is official confirmation that it has been received.

Thank you

Shannon

Shannon Lowrie
Office Manager
Queensland Child Protection Commission of Inquiry

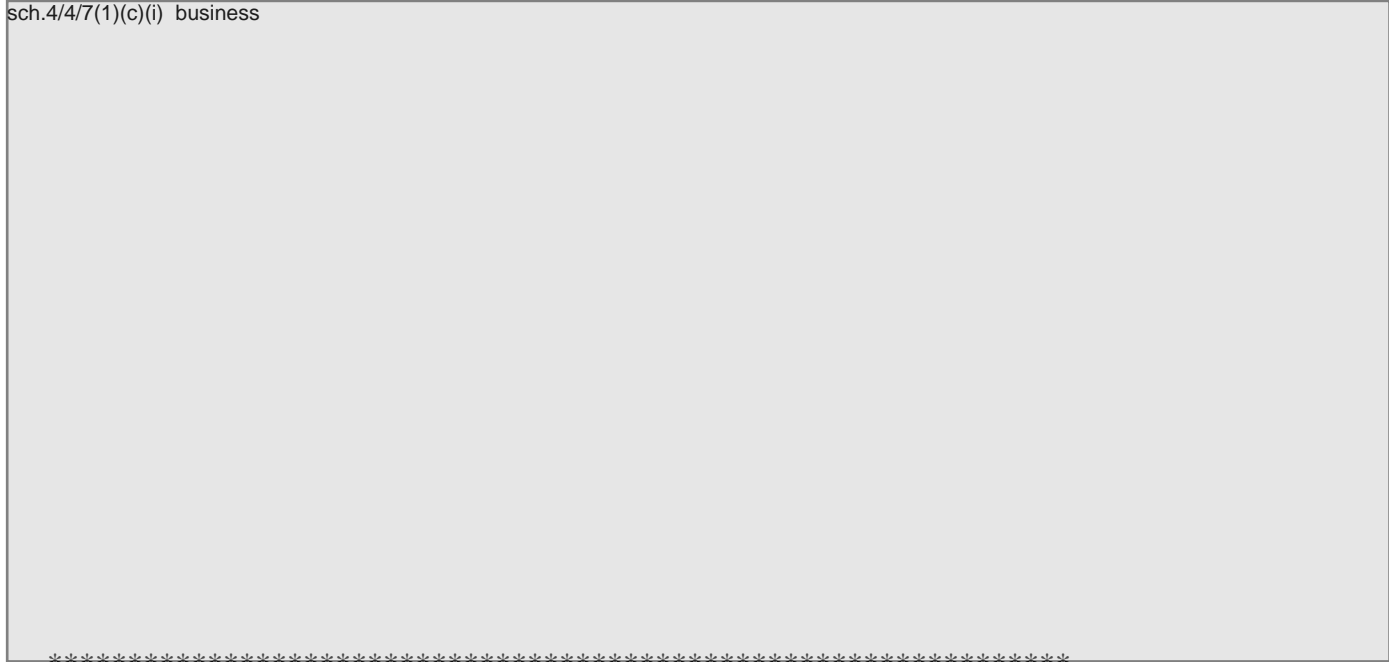
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PO Box 12196
George Street QLD 4003

From: Julia Duffy
Sent: Tuesday, 7 August 2012 3:55 PM
To: Shannon Lowrie
Subject: FW: Response to RFQ 109.1213

From: [redacted]
Sent: Tuesday, 7 August 2012 3:55 PM
To: Julia Duffy
Subject: Response to RFQ 109.1213

sch.4/4/7(1)(c)(i) business



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List of vendor engagement meetings

Auscript

19 September
10-12

Managing Director and CEO: Peter Wyatt
Level 22
179 Turbot Street
1800 287 274

sch.4/4/7(1)(c)(i)

Spark and Cannon

24 September
12-2

Lvl 6/ 141 Queen StBrisbaneQLD4000

26 September
1-3

27 September
10-12

27 September
1-3

sch.4/4/7(1)(c)(i)

28 September
10-12

28 September
1-3

Lynette Lawrence

From: Christopher Ayers
Sent: Monday, 24 September 2012 11:18 AM
To: [REDACTED]
Subject: [REDACTED]

Good morning [REDACTED]

I would like to take this opportunity to thank you and your team for providing the time to meet with us in relation to the proposed tender that the Department of Justice and Attorney-General will release in the near future.

We mentioned at this meeting last week that we would advise you of the most appropriate contact for the Department if you need further information.

The details are as follows:

Email: procurement@justice.qld.gov.au
Phone: Chris Ayers, Manager, Procurement - 07 3227 6481

We request that any future communication with respect to the tender process for the outsourcing of Court recording and transcription services must be facilitated through the DJAG Procurement unit.

Kind Regards

Regards

Chris Ayers
Manager Procurement
Corporate Services Division
Justice and Attorney General
christopher.ayers@justice.qld.gov.au
Phone: 07 3227 6481
Fax 07 3239 0307

Lynette Lawrence

From: [Redacted] sch.4/4/7(1)(c)(i) business
Sent: Monday, 7 January 2013 3:44 AM
To: Christopher Ayers
Subject: RE: Transcription and Recording Services Tender 116.1213 - STRICTLY CONFIDENTIAL

Attachments: [Redacted]



Dear Mr Ayers

Please find attached a letter from [Redacted] regarding the above Tender.

Kind regards



From: Christopher Ayers [Christopher.Ayers@justice.qld.gov.au]
Sent: 22 November 2012 08:13
To: Christopher Ayers
Subject: Transcription and Recording Services Tender 116.1213

I would like to advise you that the Invitation to Offer documentation for the transcription and recording services has now been released and is available on the Queensland Government Tender Website at

<https://secure.publicworks.qld.gov.au/etender/tender/search/tender-search.do?action=advanced-tender-search-open-tender&orderBy=closeDate>

You have been provided this advice as it has been registered that your organisation has shown interest in being able to provide these services.

Please note that the Invitation will close at 9:00am 7 January 2013 and that an industry briefing will be provided. All relevant information is contained within the documentation that can be downloaded from the aforementioned website.

Regards

Chris Ayers
Manager Procurement
Corporate Services Division
Justice and Attorney General
christopher.ayers@justice.qld.gov.au
Phone: 07 3227 6481
Fax 07 3239 0307

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