

Application deed for prequalification as an Approved Service Provider

THIS DEED POLL is made by:

(please insert full name of Applicant including an ACN if the Applicant is a company)

("the Applicant")

BACKGROUND

- A. The Applicant wants to submit an application to the State for pre-qualification as an approved service provider.
- B. The State requires the Applicant to enter into this Deed as part of the Application.

AGREED TERMS

1. Interpretation

1.1 In this Deed unless the context otherwise requires or the contrary intention appears, the following terms will have the meanings assigned to them –

"Application" means the Applicant's Easy Business Application for Prequalification as an Approved Service Provider for the provision of easy business support services.

"Application Deed" means this document.

"Business Day" means a weekday other than a Saturday, Sunday or a public holiday in Queensland.

"Confidential Information" means information about the State or obtained by the Applicant in the course of submitting the Application that is not trivial and:

- a) is by its nature confidential;
- b) is communicated by the State to the Applicant as confidential; or
- c) the Applicant knows or ought to know is confidential.

Confidential Information includes information:

- d) (d) comprised in or relating to any Intellectual Property Rights of the State;
- e) (e) about the internal management and structure of the State, or the personnel, policies and strategies of the State;
- f) (f) of any actual or potential commercial value to the State or to the person or corporation which supplied that information;
- g) (g) about the policies, strategies, practices and procedures of the Commonwealth, State or Territory Government and any information in about the Commonwealth, State or Territory Government public services; or
- h) (h) about the State's clients or suppliers, and like information,

but does not include information which:

- i) was already lawfully disclosed by the Applicant prior to the Applicant being required to treat the information as confidential;
- j) (j) is lawfully received from a third party which is not bound by a duty of confidentiality;
- k) (k) has become public knowledge (other than through a breach of an obligation of confidence); or
- l) (l) was independently developed or released by the Applicant without reference to the Confidential Information.

"Conflict of Interest" means having an interest (whether personal, financial or otherwise) which conflicts or may reasonably be perceived as conflicting with the ability of the Applicant to perform the Services fairly and objectively.

"Intellectual Property Rights" includes all copyright, trade mark, design, patents or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or as protected by legislation from time to time, 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.

“State” means the State of Queensland represented by the Department of Transport and Main Roads (Customer Service Branch).

- 1.2 A reference to a person includes a reference to corporations and other entities recognised by law.
- 1.3 A reference to a statute, regulation, ordinance or local law will be deemed to extend to all statutes, regulations, ordinances or local laws amending, consolidating or replacing them.
- 1.4 In this Deed, the headings to the clauses have been inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of any of the terms and conditions of this Deed.
- 1.5 The singular includes the plural and vice versa.
- 1.6 Words importing one gender will include a reference to all other genders.
- 1.7 A covenant or agreement on the part of two or more persons will be deemed to bind them jointly and severally.
- 1.8 A reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to this Deed and includes any amendments to them made in accordance with this Deed.
- 1.9 Where under or pursuant to this Deed the day on or by which any act, matter or thing is to be done is not a Business Day, such an act, matter or thing may be done on the next Business Day.
- 1.10 In the case of any inconsistency between the Schedules and a clause contained in this Deed, the provisions of the clause will prevail to the extent of any inconsistency.

2. Confidentiality

- 2.1 The Applicant must not, except as expressly authorised by the State or required by law, disclose to any person any Confidential Information.
- 2.2 Without limiting clause 2.1, the Applicant must not use or attempt to use any Confidential Information in any manner which may injure or cause loss either directly or indirectly to the State.
- 2.3 The Applicant will ensure that its officers, employees, subcontractors or agents observe the provisions of this clause.

3. Commissions, incentives, collusion and conflicts of interest

- 3.1 The Applicant must not, and must ensure that its employees and representatives do not, give or offer to the State or any officer or employee of the State, or to a parent, spouse, child or associate of an officer or employee, any inducement, gift or reward, which could in any way tend to influence the State's actions in relation to an Application.
- 3.2 If the State discovers at any time that the Applicant has breached clause 3.1, the State may not consider the Application.
- 3.3 The Applicant warrants that the Application is in all respects an independent Application and that no collusion has taken place between the Applicant and any other Applicant, potential Applicant or interested party in the preparation of the whole or any part of the Application.
- 3.4 The Applicant warrants that to the best of its knowledge, as at the date of the Application, neither the Applicant nor any of its officers or employees have, or are likely to have, any Conflict of Interest in any matters connected with the Application.
- 3.5 If a Conflict of Interest or risk of Conflict of Interest arises during the Application Process, the Applicant must immediately give written notice of the Conflict of Interest, or the risk of it, to the State.
- 3.6 If the Applicant notifies the State of a Conflict of Interest, or the State otherwise identifies a Conflict of Interest, the State may, in its discretion, refuse to accept the Application.

4. No advertisement

- 4.1 The Applicant must not make any public announcement or advertisement in any medium in relation to the Application without the prior written approval of the State.

5. Exclusion

- 5.1 The Applicant may not claim from the State any losses, damages or expenses on the grounds that insufficient or ambiguous information was given about the Application by the State.

6. No Representations

- 6.1 The Applicant expressly acknowledges and agrees that no representations have been made by the State in regard to the prospect of the Application or in relation to any future dealings between the State and the Applicant.

7. Notices

Notices under this Deed may be delivered by hand, by registered mail, or by facsimile to the addresses below or any substitute address as may have been notified in writing by the relevant addressee from time to time.

Applicant

Address: _____
(please insert your business address)

Facsimile: _____
(please insert your business fax)

State

Address: Floor 3, Carseldine – GOP Building, 523 Beams Road, Carseldine 4034.

Facsimile: 07 3066 5222.

7.1 Notice will be deemed to be given –

- a) 2 Business Days after deposit in the mail with postage prepaid;
- b) when delivered by hand; or
- c) if sent by facsimile transmission, upon an apparently successful transmission being noted by the sender's facsimile machine prior to close of business at 5.00pm. Facsimile transmissions received after 5.00pm will be deemed to be received at the start of the next working day, as the case may be.

8. General

8.1 Governing Law - This Deed will be governed by and construed according to the law of the State of Queensland and the Applicant agrees to submit to the jurisdiction of the Courts of the State of Queensland.

8.2 Waiver - No right under this Deed shall be deemed to be waived except by written notice signed by the party waiving that right.

8.3 Severance - If anything in this Deed is unenforceable, illegal or void, then it is severed and the rest of this Deed remains in force.

8.4 Variation - This Deed may not be varied at any time.

8.5 Execution – This Deed may be signed and delivered electronically by the Applicant sending a signed copy of the Deed to the State by facsimile or email.

Executed and delivered as a Deed Poll on the date stated below

Executed as a deed poll for an on behalf of the)
APPLICANT in accordance with section 127(1) of the)
Corporations Act 2001 (Cth))

this day of 20....)

by)
(full name))

a Director)

and by)
(full name))

a Director/Secretary)

Executed as a deed poll by the **APPLICANT**)

.....)
(insert full name of Applicant))

this day of 20....)

in the presence of:)

.....)
(signature))

.....)
(print full name of witness)

.....
(signature)

.....
(signature)

.....
(signature)