



U3A ACT POLICY No PO20146

Contracts for Services Policy

Publication date: 16 February 2016	Applies to: All contracts for services entered into by U3A-ACT Inc.
Responsible person: Identified contract manager for each contract.	Scheduled review date: Every three years as determined by the Committee
Approved by: Committee meeting on 8 February 2016	Author: Louise Morauta

INTRODUCTION

This policy is aimed at identifying a consistent approach to the establishment and management of contracts for services within U3A-ACT Inc.

PURPOSE

The purpose of this policy is to ensure that any contracts for services entered into by U3A-ACT Inc. adhere to best practice principles, deliver value for money for the membership and meet legal requirements.

DEFINITIONS

RFT refers to a Request for Tender document

This policy has four attachments

- Attachment A** Flow Chart for Open Tender
- Attachment B** Flow Chart for Select Tender
- Attachment C** Flow Chart for Direct Procurement from a Single Supplier
- Attachment D** Sample Contract Templates
- Attachment E** List of Current contracts. (May be obtained by members on request to the Secretary)

POLICY

1. All contracts for services entered into on behalf of U3A-ACT Inc. must be approved by a decision of the committee.
2. A contract is only required where the nature of the services required or the terms on which the services are purchased are not included in the normal terms of business of the supplier. For example, a contract is not required to purchase theatre tickets or pay for hotel rooms.

3. The policy does not apply to the procurement of goods.
4. Committee members must disclose to the Committee any direct or indirect pecuniary interest that they have in a contract (or proposed contract) that U3A-ACT is or may be a party to. If any Committee members have such an interest, they should not take part in any decision-making by the committee in the matter in which they have such an interest.
5. A Committee member who has a conflict of interest described in paragraph 3 must also disclose the nature and extent of the interest at the next general meeting of the association.
6. In making a decision to enter into a contract for services the committee will indicate whether the identification of the contractor will be determined by:
 - 6.1. direct procurement from a single supplier where the minimum value of the contract is under \$20,000 and there is only one reasonably available supplier;
 - 6.2. a select tender through direct approach to more than one known supplier, where the minimum value of the contract is under \$20,000 and alternative suppliers are available; or
 - 6.3. an open tender through a public approach to possible suppliers, where the minimum value of the contract is \$20,000 or more.
7. The committee will approve a contract panel to manage the contract process.
 - 7.1. The panel will consist of at least one member of the committee, who will chair the panel, and at least one other U3A-ACT Inc. member (not necessarily a committee member) preferably with expertise or experience relevant to the services being sought.
 - 7.2. Panel members will be required to declare themselves unavailable if it becomes apparent that there may be a perceived conflict of interest in them being a panel member for any given selection process.
 - 7.3. The panel will follow the processes outlined in the paragraphs below and summarised in the flow charts at either Attachments A, B or C when developing and managing a contract.
8. The panel will submit a proposal to engage a supplier under a contract for services to the committee for approval, This proposal must include:
 - 8.1. a general statement about the purpose of the contract;
 - 8.2. the format and documentation with which the contract will be publicised
 - 8.3. the cost parameters;
 - 8.4. the expected level of insurances required of a successful tenderer (if applicable);
 - 8.5. the timeframes for completing the tender process; and
 - 8.6. the outcomes/services/products that the successful contractor will be expected to deliver.
 - 8.7. the proposed contract manager
 - 8.8. monitoring processes for contracts with a minimum value of \$20,000 or more
9. The committee will approve a contract manager who will oversee the implementation of the contract after it has been signed.
 - 9.1. This person may be a panel member.

10. The panel must obtain the committee's endorsement of the preferred provider and the contract before any contract is signed or agreement entered into.
11. A contract of agreement will be signed by the proposed supplier and U3A-Act Inc.
 - 11.1. The contract will take a form appropriate to the nature of the services to be provided, namely whether they are professional services or other services. (Preferred templates are at Attachment D.)
 - 11.2. All significant contracts, taken to be those contracts requiring committee approval, must be signed by two office holders of the association under the Common Seal of the association which is held by the Secretary
12. For contracts for services that have a minimum value of \$20,000 or more, the contract manager will provide progress reports on the service delivery to the committee on a regular basis.
 - 12.1. The committee will determine what 'regular' means in relation to a particular contract.
13. Contractors will provide their invoice to the contract manager who will verify that the work/has been done or the services have been provided, and forward the invoice and verification to the Treasurer for payment.
14. A contract for services may not be varied without the authority of the committee.
15. Where possible the following provision should be included in a contract for services

If a dispute arises between U3A- ACT Inc and the contractor in relation to a contract, both parties will use best endeavours to resolve the dispute. If U3A-ACT Inc, and the contractor cannot resolve the dispute, the parties will submit the dispute to a mediator registered in the ACT for mediation. Both parties agree to attend the mediation and to pay half the costs of such mediation.
16. The list of current contracts will be reviewed and revised when a new contract is entered into or an existing contract comes to an end.

SOURCES

ACT Associations Incorporation ACT 1991

U3A-ACT Inc. Objects and Rules

REFERENCES

Contract Management Policy RMIT

<http://www.rmit.edu.au>

Trinity University contract Policy and Procedures

<http://web.trinity.edu/x9605.xml>

University of Tasmania contract for professional services

http://www.utas.edu.au/data/assets/word_doc/0016/.../contract_short.doc

Flow Chart Contract Development and Management

Open Tender

Defining and Advertising the Tender

- Step 1** Committee approves need for contract, that an open tender is required and appoints the contract panel
- Step 2** Contract panel develops proposal and all documentation, including a recommendation on a contract manager, for consideration by the committee
- Step 3** Committee approves proposed process, documentation and contract manager
- Step 4** RFT advertised publicly

Deciding the successful tenderer

- Step 5** Panel assesses whether tenders are compliant with the RFT
- Step 6** Panel assesses compliant tenders against RFT criteria, including through the use of interviews for one or more tenderers. Panel may negotiate with one or more tenderers on terms and conditions.
- Step 7** Panel recommends preferred tenderer and contract terms to the Committee. Committee decides on preferred tenderer and contract terms
- Step 8** Successful tenderer notified and contract signed. Unsuccessful tenderers notified

Implementing and monitoring the contract

- Step 9** Successful contractor briefed and introduced to contract manager
- Step 10** Contract manager oversees contractor's work to ensure the services are being delivered according to the contract
- Step 11** Contract manager verifies contractor's work for payment and provides reports as required to the committee

Flow Chart Contract Development and Management

Select Tender

Defining and Distributing the Tender

- Step 1** Committee approves need for contract, that a select tender is required and appoints the contract panel
- Step 2** Contract panel develops proposal and all documentation, including a recommendation on a contract manager, and the potential tenderers to whom the RFT will be sent, for consideration by the committee
- Step 3** Committee approves proposed process, documentation and contract manager
- Step 4** RFT sent to identified potential suppliers

Deciding the Successful Tenderer

- Step 5** Panel assesses whether tenders are compliant with the RFT
- Step 6** Panel assesses compliant tenders against RFT criteria, including through the use of interviews for one or more tenderers. Panel may negotiate with one or more tenderers on terms and conditions.
- Step 7** Panel recommends preferred tenderer and contract terms to the Committee. Committee decides on preferred tenderer and contract terms
- Step 8** Successful tenderer notified and contract signed. Unsuccessful tenderers notified

Implementing and Monitoring the Contract

- Step 9** Successful contractor briefed and introduced to contract manager
- Step 10** Contract manager oversees contractor's work to ensure the services are being delivered according to the contract
- Step 11** Contract manager verifies contractor's work for payment

Flow Chart Contract Development and Management

Direct procurement from a single supplier

Defining and communicating the requirement

- Step 1** Committee approves need for contract, that direct procurement from a single supplier is required, and appoints the contract panel
- Step 2** Contract panel develops a brief description of the requirement, all other documentation required, including a recommendation on a contract manager, for consideration by the committee
- Step 3** Committee approves proposed process, documentation and contract manager
- Step 4** Details of requirement sent to identified potential supplier

Reaching agreement with the supplier

- Step 5** Panel assesses whether supplier's proposal is satisfactory, including if required through interviewing and negotiating with the supplier.
- Step 6** Panel recommends contract terms to the Committee. Committee agrees contract terms
- Step 7** Supplier notified and contract signed.

Implementing and Monitoring the Contract

- Step 8** Supplier briefed and introduced to contract manager
- Step 9** Contract manager oversees contractor's work to ensure the services are being delivered according to the contract
- Step 10** Contract manager verifies contractor's work for payment



Contract for Professional Services

<p>1. Entity requiring the services:</p> <p>U3A-ACT Inc ABN: 35 234 986 878</p>	<p>2. Contractor:</p> <p>ABN: Person providing the services if different from above:</p>
<p>3. U3A-ACT Inc Contact:</p> <p>Name: Tel: Email: Mail address: Hughes Community Centre, 2 Wisdom Street, Hughes, ACT 2605</p>	<p>4. Contractor Contact:</p> <p>Name: Tel: Mob: Email: Mail address:</p>
<p>5. Services:</p> <p>See attached brief</p>	<p>6. Term:</p> <p>Commencement date: Completion date:</p>
<p>7. Fee:</p> <p>\$</p> <p>Is GST payable on this fee?</p>	<p>8. Location:</p>
<p>9. Hours:</p>	<p>10. Contractor's Insurance: TYPE: COVER Public liability: Professional indemnity:</p> <p>(Documentation to be supplied to U3A-ACT Inc Inc before contract signed)</p>
<p>SIGNED FOR U3A-ACT INC under the Common Seal: Name & Office held:</p> <p>Signature:</p> <p>Name & Office held:</p> <p>Signature:</p> <p>Date:</p>	<p>SIGNED FOR CONTRACTOR BY Name and Title:</p> <p>Signature:</p> <p>Date:</p>

Terms of Agreement

1. Engagement & Term

U3A-ACT Inc engages the Contractor to provide the services described in box 5 during the Term described in box 6 at the location described in box 8.

2. Fee and payment

The fee and payment described in box 7 will be paid in the manner described in box 7 on receipt of a tax invoice detailing hours worked and approved expenses incurred.

3. Contractor's obligations

3.1 The Contractor agrees with U3A-ACT Inc:

- to perform its obligations under this agreement in a competent and professional manner;
- to ensure that the services are provided or the contract completed in a timely manner;
- to comply with any reasonable requests by U3A-ACT Inc in relation to the provision of the services; and
- at its own expense comply with all relevant legal requirements.

3.2 Where the Contractor requires access to U3A-ACT Inc premises, access will be available during the hours stated in box 9 or at such other reasonable times as agreed by the parties.

3.3 When accessing U3A-ACT Inc premises, the Contractor agrees to comply with the policies of U3A-ACT Inc, including those in relation to occupational health and safety.

4. Indemnity

The Contractor is liable for and shall indemnify U3A-ACT Inc against any claims in respect of any injury or damage whatsoever to property whether real or personal insofar as that injury or damages arises out of or in the course of or by reason of the Contractor's performance whether negligent or otherwise of its obligations under this agreement.

5. Insurance

The Contractor must take out and maintain those insurance policies specified in box 10.

6. Confidentiality

6.1 The Contractor agrees to keep the Confidential Information of U3A-ACT Inc confidential and agrees not to:

- use the information other than for the purposes of the agreement; or
- directly or indirectly disclose the information to any third party, beyond those reasonably involved in the agreement on a need to know basis.

without the prior written consent of U3A-ACT Inc.

6.2 For the purpose of this clause, "Confidential Information" means any information designated by U3A-ACT Inc as confidential, or which is by its nature confidential and includes information existing prior to commencement of this agreement or created in the course of this agreement. No information will be regarded as confidential if it:

- is already in the public domain;
- is received by the Contractor from a third party who is lawfully in possession and has the power to disclose the information;
- becomes available to the Contractor by any means other than a breach of this agreement by the Contractor.

7. Intellectual Property

Nothing in this agreement alters the Contractor's ownership of any intellectual property it owned prior to this agreement. U3A-ACT Inc will own all materials delivered ("the Materials") and all intellectual property created by the Contractor in performing its obligations under this agreement. The Contractor agrees to supply U3A-ACT Inc with the Materials on termination of this agreement.

8. Moral Rights

8.1 To the extent permitted by law, if the Contractor is the owner of Moral Rights in any of the Materials the Contractor unconditionally and irrevocably consents to any act or omission that would otherwise infringe the Contractor's Moral Rights in the Materials and in particular consents to the following acts:

- any use of the Materials that does not identify the Contractor;
- any use of the Materials that may falsely attribute authorship of the Materials to any other person;
- any alteration or deletion to the Materials by U3A-ACT Inc for the purpose of exercising its rights under this agreement.

8.2 For the purposes of this clause, "Moral Rights" means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute that may exist in the Materials.

9. Termination

U3A-ACT Inc may terminate this agreement by notice in writing to the Contractor if the Contractor is in breach of a term or condition of this agreement and the breach is not remedied within 14 days of service on the Contractor of a written notice specifying the breach and requiring it to be remedied. Such termination will be without prejudice to any other right or action U3A-ACT Inc may have against the Contractor.

10. No assignment

This agreement cannot be assigned without the consent of the other party.

11. Relationship

Nothing in this agreement constitutes a relationship of partnership or of employer and employee between the parties and the parties expressly deny any such relationship.

12. Conflict of interest

12.1 The Contractor will disclose in writing any conflict of interest that exists or arises during the term of the contract.

12.2 The Contractor will comply with any reasonable direction from U3A-ACT Inc to manage or avoid a conflict of interest.

12.3 The Contractor shall not hold financial membership of U3A-ACT Inc. during the period of this Contract.

13. Law and Jurisdiction

13.1 This agreement is governed by the laws of the ACT.

13.2 Each party submits to the non-exclusive jurisdiction of the ACT courts.

14. Disputes

If a dispute arises between U3A-ACT Inc and the contractor in relation to this contract, both parties will use best endeavours to resolve the dispute. If U3A-ACT Inc and the contractor cannot resolve the dispute, the parties will submit the dispute to a mediator registered in the ACT for mediation. Both parties agree to attend the mediation and to pay half the costs of such mediation.

15. Other Matters

[Matters as required]

16. Terms of agreement

This agreement consists solely of these terms numbered 1 through to 16 and the contents of the boxes overleaf.



Contract to Supply Services Other than Professional Services

I/we the Contractor.....(insert legal name of business and ABN)

Of.....(Insert address for correspondence)

Agree to supply to U3A-ACT Inc the services at the identified amount as specified on the attached quote. Both parties are to sign and date attached quote.

For the period commencing :.....(insert date)

Until(insert end date)

The U3A-ACT Inc. contract manager is:

Name.....

Contact details.....

SIGNED FOR U3A-ACT INC under the Common Seal:

Name & Office held:

Signature:

Name & Office held:

Signature:

Date

Signed on behalf of contractor

Name and Title

Signature

Date