

AUSTRALIAN & NEW ZEALAND BIOSOLIDS PARTNERSHIP

REQUEST FOR TENDER (Part A)

COMMUNITY ATTITUDES TO THE USE AND MANAGEMENT OF BIOSOLIDS

Background

In 2009-2010 the Australian & New Zealand Biosolids Partnership (ANZBP) (then known as the Australasian Biosolids Partnership) commissioned a survey of Community Attitudes to the Use and Management of Biosolids. The successful contractor was Urbis who developed and conducted the survey resulting in a comprehensive report (available on request to abatstone@awa.asn.au). A decade has passed since that survey was undertaken and the ANZBP would like to conduct the survey for a second time. Key elements in the success of this project will be comparability of data to the first survey, alongside any improvements or changes that need to be made in the nature of the data collected.

The ANZBP is a member based collaboration of utilities, consultants, academics and government bodies committed to the sustainable management of biosolids. The ANZBP is hosted by the Australian Water Association (AWA) and is overseen by an Advisory Board drawn from subscribing organisations.

Biosolids refers to those solid materials that result from the **biological** treatment of sewage **solids**. They are highly regulated and categorised according to the degree of treatment undergone and levels of contamination. These categories determine the end uses to which biosolids can be put. In Australia and New Zealand uses have included, but are not limited to:

- Co-generation/power production/energy recovery
- Land application in agriculture (vine, cereal, pasture, olive)
- Road base
- Land application in forestry operations
- Land rehabilitation (including landfill capping)
- Landscaping and topsoil
- Composting
- Incineration
- Landfill
- Oil from sludge (experimental).

Each of these uses has the potential to cause concern and controversy among the community general and influential stakeholders particularly. Such controversies have the potential to derail plans for the sustainable management of biosolids. As with any materials derived from the sewage treatment process, there is a strong 'yuck' factor associated with biosolids, even though appropriately prepared biosolids are relatively dry, have only an earthy smell and contain only moderate levels of contaminants, and that numerous studies have

suggested that used according to rigorous management principles, the use of biosolids poses no risk to health or the environment.

An aspect of the ANZBP's work is the development of communication tools that members can use to present factual, unbiased information about the use of biosolids to communities that might, in some way, have contact with biosolids treatment, transport, use or disposal. In developing these tools, and for other reasons, it is useful to understand changing community views and levels of common knowledge on the use and management of biosolids.

To follow the general structure of the first survey in 2009-2010 this project will be carried out in two parts. The first will be targeted at key stakeholders with particular influence or understanding of current issues in community attitudes to biosolids management. By undertaking one-on-one interviews with these stakeholders, the first part of the project will enable key issues and concerns to be identified. This information will be used to inform the second stage of the project which will be targeted to the community more generally.

The second stage of the original project involved a sample set including 50% of people who have, in some way, been affected by biosolids management, and 50% from the broader community who may or may not have been affected but who are selected at random. It would seem reasonable to follow this structure in the second survey unless good reasons were presented otherwise.

Philosophy

The ANZBP is of the view that biosolids need to be sustainably managed, meaning the effective integration of social, environmental and economic factors in a way that ensures the choices available to future generations are not compromised and the quality of the environment is maintained and, where possible, enhanced.

The ANZBP Advisory Board believes strongly that this survey must be objective and not deny the legitimacy of strongly held views even if we believe those views to be wrong.

Intent

The intent of this project is to provide feedback on stakeholder and community attitudes to the use and disposal of biosolids; to help support the objectives of the ANZBP; and to aid in the development of materials aimed at providing objective and factual information on biosolids to interested members of the community. An additional feature of this second reprisal of the survey is a comparison between the results of 2009-2010 and 2019-2020. Therefore, at the conclusion of the project the following should be identified:

- the issues key stakeholders feel are most important in a debate about biosolids management
- the views of key stakeholders with regard to these issues
- the views held by a structured sample set of the wider community with regard to these issues
- observations about the factors that most influence stakeholder and general community views

- comparison of collected data on these issues between the 2009-2010 survey and 2019-2020 survey including a qualitative assessment of the landscape of community attitudes across the time period 2009-2020.

It is the intent of the ANZBP Board to work in partnership with the successful consultant so that the objectives of the project remain clear to all parties and that there is a regular discussion of outcomes and directions.

Tasks

The following tasks are envisaged as components of this project. They are shown to provide an outline of the steps the ANZBP considers will be the minimum necessary to fulfil the brief. Consultants should, however, feel free to propose additional or altered components that will enable the Intent of the project to be achieved more comprehensively or efficiently.

1. Identify and refine the list of key issues of concern
2. Identify and refine the list of key stakeholder groups who align closely with these issues.

A list of Key Issues and Key Stakeholder Groups, as previously identified by the ANZBP Board, is attached (Appendix A)

3. Carry out one-to-one telephone or face-to-face scoping interviews with representatives of key stakeholder groups. Initially, priority should be given to understanding attitudes toward the identified concerns (as referred to in 1, above), but the range of issues or variables should be expanded as knowledge is gained to achieve insight into the interaction of the key variables with overall attitudes.
4. Prepare a report on the findings of the first stage of the project.
5. Based on the information gained from this work, identify the methodology and content of the survey to be administered to the general community, including the structure of the sample set (e.g. 50% drawn from affected communities and 50% from the general community, or similar) and recommend to the ANZBP Advisory Board a proposed approach¹.
6. Conduct the wider community survey
7. Prepare an end-of-project report containing the results of the general community survey and the context in which this was administered and including key observation of community and stakeholder attitudes, their importance in the overall biosolids debate and the ANZBP project goals, and a comprehensive quantitative (where appropriate) and qualitative comparison of data collected in the original survey vs the current survey.

In delivering the above it is expected that the consultant will liaise with the ANZBP Advisory Board and project staff.

¹ Note that it is expected that all surveys, both qualitative and quantitative would be submitted to the ABP Advisory Board for endorsement before being administered.

Deliverables

There is a series of deliverables associated with this project:

- A. A report setting out recommendations for the conduct of the first stage survey involving key stakeholders. This report would include, but not necessarily be limited to:
 - Recommendations concerning the issues of concern that will form the basis of questioning of key stakeholders
 - Recommendations as to the key stakeholders to be approached
 - Recommendations as to samples, size, structure and methodology
 - It is expected that these recommendations would reasonably closely mirror the structure of the first stage of the original survey, but the consultant may wish to suggest changes or improvements based on more recent issues in biosolids management and updated information on key stakeholder groups.

- B. A report setting out the results of this survey of key stakeholders and, based on these findings, recommendations as to the survey questions, methodology and sample size and structure that should be used in the second stage survey of the general community.

It is expected that these recommendations would reasonably closely follow the structure of the original survey's full second stage, but the consultant may wish to suggest changes or improvements based on the first stage of stakeholder consultations and other relevant recent information.

- C. An end-or-project report setting out the results of the survey activities and the findings of the project overall, with observations and recommendations arising from the project that have relevance to the ANZBP's goals generally and its communication strategies particularly.

Indicative sample sizes

As a guide, a sample size of 80 for key stakeholders and 1200 for the general community survey is suggested. Consultants are, however, free to make alternative recommendations if these will improve the design of the project.

Delivery Date

The project is to be completed within 8 months of the awarding of a contract to the successful tenderer

Upper Limiting Fee

\$100,000 (indicative incl GST)

Appendix A

Key issues identified by the ANZBP Advisory Board in 2009-2010 pertained to:

- The need, role and content of national guidelines
- The significance and influence of trust in governing and regulating authorities (and from discussion with scientists and possibly industry associated with biosolids disposal and use)
- Knowledge of the “product”
- Need for ongoing involvement in biosolids policy and management
- Key behaviours in regard to use and disposal of biosolids (i.e. willingness to stock, buy or tolerate biosolids disposal and use)
- The nature of risk. This refers to the way in which people perceive risk. ANZBP Board members drew an analogy with the risk associated by certain sections of the community with the consumption of or contact with potable recycled water. The role of scientists and their communication in affecting perceived and acceptable risk was also cited as being worthy of deeper analysis.

For the reprised survey in 2019-2020 we would add:

- Attitudes to ‘end of waste’ or circular economies and biosolids place in this
- Understanding of different potential pathways for biosolids and their advantages and disadvantages
- Attitudes to emerging risks including PFOA chemicals and microplastics compared with more established perceived risks of odour and pathogen.

Key stakeholder groups, aligning closely with the proposed issues in 2009-2010 and 2019-2020, are:

- Health and Environmental Community based groups.
- The general community, particularly those concerned with consuming non-processed foods and those in adjacent farming communities.
- Horticultural and grain growers and other farmers in applicable products (eg graziers)
- Regulators and, possibly:
- major retailers, but there is consensus among the ANZBP members that that this stakeholder could be consulted outside this project.
- Biosolids industry workers (production, transport, processing)
- Other organic waste processors (composters, domestic/food waste processors)
- Academics (agriculture and soil scientists) and agronomists working as consultants.

The ANZBP appends the below comprehensive table of relevant stakeholders for further consideration, discussion, and agreement with the appointed consultant.

ANZBP Stakeholder categories

Industry

| Secondary Category | Tertiary category | Example Organisations |
|--------------------|--------------------------------|---|
| Producers | Utilities | QUU; Gold Coast Water; Sydney Water; Hunter Water; Water Corp |
| | Councils | Redlands; Mackay; Whitsundays |
| | Council Associations | FNQROC; WBBROC |
| | Operators | Suez; Veolia; Trility |
| | Remote community operators | Developers; Mine sites |
| Contractors | Transporters | Arkwood; Australian Native Landscapes |
| | Spreaders | Spreading contractors |
| Organics recyclers | Composters | Australian Native Landscapes; Bettergrow |
| | Resource Recovery | Remondis; Suez |
| End Users | Agriculture (Food) | Farmers |
| | Agriculture (Livestock) | Graziers |
| | Agriculture (other) | Botanical Resources Australia |
| | Forestry | State Forestry Depts.; Forestry companies |
| | Landscaping and Rehabilitation | Landscapers, Road batters |
| Consultants | Natural Res Mgt. | NRM Groups; CMAs; Local Land Services |
| | Processing advisors | Suez, Veolia |
| | Reuse/Technical advisors | PSD; Verterra; Resource Recovery Management |
| | Energy Advisors | Suez, Veolia |

Associates

| Secondary Category | Tertiary category | Example Organisations |
|--------------------|---------------------|--|
| Researchers | Universities | USQ; Curtin; RMIT, University of Sydney |
| | Research institutes | CSIRO; GRDC; MLA; RIRDC; SRA |
| | Research companies | Verterra |
| | Utilities | QUU; Unitywater; Sydney Water |
| Suppliers | Facilities | Suez, Veolia; Trility; Monadelphous |
| | Equipment | Suez, Veolia |
| | Consumables | Calyx |
| Peak Bodies | Lab Services | ALS; SGS |
| | Agriculture | NFF; Agforce; State based Farmer Federations; Canegrowers; Cotton Australia; Agribusiness Australia; FABAL; CropLife Australia; Ricegrowers Association of Australia; Biological Farmers Australia |
| | Grazing | Australian Meat Industry Council; Australian Meat Processor Corporation |
| | Dairy | National Dairy Council; Dairy Australia; Aust. Dairy Industry Council. |
| | Poultry | Australian Egg Corporation Limited |
| | Horticulture | Horticulture Australia; Ausveg; Citrus Australia |
| | Grains | Graingrowers |
| | Forestry | Inst. of Foresters; Aust. Forest Growers; Timber Qld |
| | Landscaping | Australian Landscape Industry Association; |
| | Mining | Qld Resources Council; Minerals Council; |

| Secondary Category | Tertiary category | Example Organisations |
|--------------------|--------------------|---|
| | Land Rehab | ACLA |
| | Organics Recycling | AORA |
| | Fertilisers | Fertiliser Industry Federation of Australia; Australian Fertiliser Services Association |
| Energy industry | Generators | Bioenergy Australia |
| | Utilities | Sydney Water |
| | Funders | CEFC, ARENA |

Community

| Secondary Category | Tertiary category | Example Organisations |
|-----------------------------|--------------------------|---|
| Neighbours to producers | Private landholders | Farmers; residential houses |
| | Commercial landholders | Shops |
| | Industrial landholders | Factories, warehouses |
| | Public facilities | Parks, Schools, Hospitals |
| Neighbours to end users | Private landholders | Farmers; residential houses |
| | Commercial landholders | Shops |
| | Industrial landholders | Factories, warehouses |
| | Public facilities | Parks, Schools, Hospitals |
| Sellers of derived products | Food retailers | Coles; Woolworths |
| | Dairy | Fonterra; Pauls; Dairy Farmers; Murray Goulburn; Devondale; Norco |
| | Meat processors | JBS Aust.; Tey's Aust. |
| | Grains | Viterra, AWB |
| | Horticulture | Costa Group |
| Indigenous groups | Traditional owner groups | Local groups |
| | Representative bodies | Indigenous Advisory Committee (DOE); NAILSMA |
| Community groups | Environmental | Australian Conservation Council; Greening Australia; Planet Ark; The Wilderness Society |
| | Health | Environmental Health Australia |

Regulatory

| Secondary Category | Tertiary category | Example Organisations |
|-----------------------|--------------------------|--|
| Federal Government | Health | Dept. of Health; Therapeutic Goods Administration |
| | Environment | Dept. of Environment |
| | Agriculture | Dept. of Agriculture |
| State Government | Health | State Health Depts. |
| | Environment | State Environ. Depts. |
| | | State Agricultural Depts. |
| Local Councils | Utilities | Utilities with secondary biosolids classifications |
| | Land use planning | Planning Depts. of Councils |
| Catchment Authorities | Water Supply Catchments | Seqwater; Melbourne Water |
| | Environmental Management | GBRMPA; |
| Standards Authorities | Environmental | NEPM; ANZECC; |
| | Product Quality | Standards Australia |
| | Food Quality | Freshcare, MLA |
| | Chemicals | NICNAS |

Diffused/Self interested

| Secondary Category | Tertiary category | Example Organisations |
|------------------------|-------------------|--|
| Media | Television | ABC (Landline); Seven; Nine, Ten |
| | Print media | Environment reporters; Rural Reporters |
| | Social media | Twitter groups; Facebook groups |
| Professional Advocates | International | Greenpeace |
| | National | GetUp |
| Politicians | Ministers | Federal and State Ministers |
| | Members | Federal, State and Local Council representatives |

RESPONSE TO TENDER

This section sets out the essential requirements of any response to this Tender. Consultants are advised to pay close attention to the minimum requirements set out here to ensure their tender conforms to AWA's requirements.

Requirements of Consultant's Proposal

Any proposal for the above work must detail the work methods and organisational arrangements that will be used in delivering this project, and the capacity of the Consultant to undertake the work. The proposal must include:

1. Clear definition of the various tasks which demonstrate to AWA that the consultant clearly understands the brief and its requirements
2. A statement as to the methodology to be employed for completion of each task under each of the stages of the project.
3. Details of the Consultant's project team, including:
 - The names of key personnel to be allocated to tasks. *Please note that no alteration to the nominated project team may be made without the prior written approval of AWA.*
 - A brief description of their role in the Consultant's organisation.
 - A brief professional resume for key personnel.
 - A statement as to the hours allowed for each task and hourly rates for all personnel to be used for completing tasks included within this brief (see "Fee Basis" below).
 - the names of any sub-consultants to be engaged, and details of the activities in which they will be involved
4. Responses addressing the selection criteria.

Fee Basis

General

AWA reserves the right not to proceed with the further development of any or all of the items in the Schedule of Lump Sum Prices, Schedule 1.

Consultants may add extra items, within the tasks nominated if they believe the Schedules are not extensive enough

The Consultant may submit an alternative fee basis, but approval will be subject to negotiation with AWA

The Consultant is required to clearly document any assumptions regarding the scope of works that have been made in the completion of the Schedule of Lump Sum Prices.

Completion of Lump Sum Price Schedules

Consultants are required to submit start and finish dates and lump sum prices for the items identified in the Schedule of Lump Sum Prices in Schedule 1.

All prices must include staff costs and disbursements (e.g. travel and accommodation).

No change in the personnel nominated in the Proposal shall be accepted without approval of AWA.

Completion of Schedule of Rates

The Consultant shall also include a Schedule of Rates (Schedule 2) for the provision of any additional consultant services required by AWA. Please note that any variation in the rates supplied in the schedule provided in Schedule 2 throughout the course of the consultancy must be approved by AWA.

Any additional work shall be approved in writing by AWA prior to the Consultant undertaking additional works.

Selection Criteria

Consultant proposals will be assessed on content, methodology and on the fee basis proposed. Consultants are required to nominate a contact person to whom any queries may be addressed during the evaluation of their proposal(s).

The Association of Consulting Engineers' (ACEA) (now Consult Australia) Selection Criteria for consultants shall generally be used to determine the successful consultant. Preference will be given to consultants with quality assurance accreditation.

The assigned weightings for assessment using the ACEA Selection Criteria will be as follows:

- | | |
|--|-----|
| • Relevant Experience (Previous work of this type) | 25% |
| • Relevant Skills (People, systems, specific capabilities) | 20% |
| • Methodology (How the project tasks will be undertaken) | 20% |
| • Time Performance (Likelihood of meeting timeframes) including the proposed schedule for this project | 15% |
| • Price | 20% |

Consultants are also required to declare any potential conflict of interest arising from the tasks under this brief for their firm. Where a potential conflict of interest does exist, consultants are required to advise how such a conflict will be managed during the project

AWA reserves the right not to award the consultancy to a consultant who has a potential conflict of interest.

Schedule 1 – Schedule of Lump Sum Prices

| Task No. | Task Description (Defined by Consultant) | Start Date | End Date | Team member, Role and Hourly Rate | | | | | | Lump Sum Fee (excl GST) |
|---------------------------------|---|------------|----------|-----------------------------------|-------|--------|-------|--------|-------|----------------------------|
| | | | | Name 1 | Hours | Name 2 | Hours | Name 3 | Hours | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
| 5 | | | | | | | | | | |
| 6 | | | | | | | | | | |
| Etc. | | | | | | | | | | |
| Total Consultant Direct Fees | | | | | | | | | | \$ |
| Disbursements | | | | | | | | | | \$ |
| Grand Total | | | | | | | | | | \$ |

Schedule 2 – Schedule of Rates

| Name | Role in Consultancy | Hours allocated for the Consultancy | Hourly Rate (\$/hr) excl. GST |
|-------------|----------------------------|--|--|
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SUBCONTRACTOR AGREEMENT

DRAFT

Between

Australian Water Association Ltd (AWA Ltd) (ABN 78 096 035 773) of address **Level 6 – 655 Pacific Highway St Leonards NSW 2065**

And

[Sub/Contractor] (ABN:) of

The parties have agreed that Sub-Contractor will provide certain Services for AWA Ltd on behalf of the Australian and New Zealand Biosolids Partnership. Sub-Contractor and AWA Ltd agree that the following terms and conditions will apply to the Services to be performed by Sub-Contractor under this Agreement:

1. Services.

- (a) Sub-Contractor will provide the Services to AWA Ltd as set out in item 1 of on Exhibit A (the “Services”), subject to the terms of this Agreement.
- (b) It is agreed that the Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by the AWA Ltd.
- (c) The parties agree that the dates contained in item 3 of Exhibit A are estimates and may be revised during the term of this Agreement. Nonetheless, Sub-Contractor agrees to meet such dates.

2. Payment of Invoices.

- (a) AWA Ltd will pay Sub-Contractor the Fees stated in item 2 of Exhibit A. AWA Ltd will reimburse Sub-Contractor for all reasonable out-of-pocket expenses incurred by Sub-Contractor in providing the Services (including all reasonable travel, meal, accommodation and other out-of-pocket expenses), provided Sub-contractor has requested approval prior to incurring the expenses. An upper limiting fee on expenses will be negotiated in advance.
- (b) The Fees or other consideration for any supply by the Sub-Contractor to AWA Ltd under or in connection with this Agreement excludes any GST payable on that supply, and AWA Ltd is responsible for payment of that GST.
- (c) Unless otherwise provided in item 2 of Exhibit A, AWA Ltd will pay the Fees within thirty (30) days of receiving a correctly rendered invoice.

An invoice is correctly rendered if:-

- (i) the specific Fees are correctly calculated and due for payment;
- (ii) the invoice is set out in a manner that enables AWA Ltd to ascertain the goods and Services to which the invoice relates, and the Fees payable in respect of those Services;
- (iii) the invoice is a tax invoice which complies with applicable GST legislation and itemises the GST component of the invoiced Fee; and
- (iv) the invoice is accompanied (where reasonably requested by AWA Ltd) with verifying documentation such as signed client timesheets.

3. Term and termination.

- (a) This Agreement will commence on the date of execution of this Agreement or the date of commencement of the Services, whichever is the earlier, and, unless terminated sooner in accordance with its terms, will terminate on the completion of Sub-Contractor's Services.
- (d) The obligations of AWA Ltd which have been incurred prior to the effective date of termination continue notwithstanding the expiration or termination of this Agreement and whether or not an invoice has been rendered, and Sub-Contractor's obligations to AWA Ltd incurred prior to the effective date of termination likewise continue.

4. License and Ownership.

- (a) For purposes of this Agreement, "Deliverables" means all work product first created by Sub-Contractor for delivery to AWA Ltd in connection with the Services, but does not include any third-party software or related documentation licensed directly to AWA Ltd from a third party, or any modifications, enhancements or derivatives of that software or documentation.
- (b) Sub-Contractor assigns ownership of the Deliverables to AWA Ltd, and AWA Ltd grants to Client, a non-exclusive, royalty-free, non-transferable perpetual license to use the Deliverables for its internal business purposes.
- (c) To the extent that Sub-Contractor uses any of its pre-existing intellectual or other property in connection with the provision of Services or Deliverables, Sub-Contractor retains all right, title and interest in and to such pre-existing intellectual property. In this event Sub-Contractor grants to both AWA Ltd a non-exclusive, royalty-free, perpetual license to enable AWA Ltd to use the intellectual property in the Deliverables, and neither AWA Ltd nor anyone else will acquire any right, title or interest in or to such pre-existing intellectual property.
- (d) Sub-Contractor indemnifies AWA Ltd on demand against any claim that Sub-Contractor's Deliverables infringe any third party's intellectual property.

5. Confidentiality and Privacy.

- (a) To the extent that, in connection with this Agreement, each party comes into possession of any proprietary or confidential information of the other party or Sub-Contractor comes into possession of any proprietary or confidential information of the Client ("Confidential Information"), each party agrees to use the Confidential Information of the other party or the Client solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's or the Client's written consent as applicable. Sub-Contractor may only disclose Confidential Information of AWA Ltd to the Client with AWA Ltd's prior written consent, which consent will not unreasonably be withheld, and if with the consent of AWA Ltd, Sub-Contractor will not be responsible for the disclosure or use of such Confidential Information by the Client. Each

party shall carry out their obligations using the same degree of care that is used in protecting their own proprietary and confidential information, but always at least a reasonable degree of care.

(b) Confidential Information includes but is not limited to:

- (i) the details of the Services or Deliverables;
- (ii) Fees relating to the Services;
- (iii) the terms of this Agreement and the Contract;
- (iv) information or material proprietary to or deemed to be proprietary to that party;
- (v) information designated as confidential by that party;
- (vi) information acquired by the other party solely by virtue of provision of the Services; and
- (vii) trade secrets of that party.

(c) Confidential Information excludes any information that:

- (i) is or becomes publicly available, except by breach of this Agreement;
- (ii) is disclosed to either party by a third party and either party reasonably believes the third party is legally entitled to disclose such information;
- (iii) was known to a party prior to its receipt from the other party;
- (iv) is developed by either party independently of any disclosures previously made by the other party;
- (v) is disclosed with the other party's prior written consent; or
- (vi) is required to be disclosed by either party by order of the court, other legal process or a stock exchange, provided prior reasonable written notice is provided by the disclosing party to the other party prior to disclosure.

(d) The Sub-Contractor agrees to comply with any directions or guidelines issued by AWA Ltd from time to time, including those relating to privacy.

6. Warranties.

- (a) Sub-Contractor warrants that it will provide the Services in good faith, in a professional manner and with all due care and skill.
- (b) Sub-Contractor warrants that its personnel providing the Services have the appropriate and required skills, certification, training and accreditation.
- (c) Sub-Contractor warrants that it has and will maintain public liability insurance for the minimum amount of \$5 million per claim and professional indemnity insurance for the minimum amount of \$1 million per claim and workers compensation as required by law for the duration of this Agreement and for a period of five years following the termination of the agreement. Sub-Contractor agrees to provide AWA Ltd with Certificates of Currency of such insurance on request.

7. Liability and Indemnity.

Sub-contractor is liable and fully indemnifies AWA Ltd and their representatives against all liability, loss, damages, costs and expenses (including legal expenses on a solicitor own client basis) incurred by them arising out of or in connection with any breach of this Agreement or any act or omission by the Subcontractor in connection with the Services.

8. Cooperation.

- (a) AWA Ltd will reasonably co-operate with Sub-Contractor in the provision of its Services, including, without limitation, providing Sub-Contractor with reasonable facilities and timely access to AWA Ltd's or AWA client premises where the Services are to be provided and to data, information and personnel of AWA Ltd and Clients reasonably required.
- (b) AWA Ltd will be, and will cause Clients to be, responsible for the performance of their respective employees, agents, subcontractors and personnel and for the accuracy and completeness of all data and information provided to Sub-Contractor.
- (c) AWA Ltd acknowledges that Sub-Contractor's performance is dependent upon the timely and effective satisfaction of AWA Ltd's and Client's responsibilities under this Agreement and the Contract and timely decisions and approvals of AWA Ltd in connection with the Services.
- (d) Sub-Contractor will be entitled to rely on all decisions and approvals of AWA Ltd.
- (e) Sub-Contractor will comply with all of AWA Ltd operating standards, policies and procedures (including those relating to security, occupational health and safety and privacy) as notified to Sub-Contractor from time to time.

9. Non-Exclusivity.

This Agreement will not preclude or limit in any way the right of Sub-Contractor to: (i) provide the Services or other Services of any kind whatsoever to any other person Sub-Contractor in its sole discretion deems appropriate, or (ii) develop materials that are the same as or similar to the Deliverables for itself or for any other person Sub-Contractor in its sole discretion deems appropriate, provided that this will not excuse performance by Sub-Contractor of its obligations to AWA Ltd if the Contract is awarded to AWA Ltd.

10. Non-solicitation.

- (a) During the provision of the Services and for a period of twelve (12) months thereafter, Sub-Contractor will not without the prior written consent of AWA Ltd, directly or indirectly induce or attempt to induce from the employ of AWA Ltd or employ or engage under a contract any person engaged in the provision or the receipt and/or administration of any Services to AWA Ltd; and
- (b) Sub-Contractor acknowledges that if there is any conduct or threatened conduct which is or may be a breach of clause 10, that damages may be inadequate compensation for that breach and that AWA Ltd is entitled to apply to any court of competent jurisdiction for interim or permanent injunctive relief or both, restraining Sub-Contractor from committing any breach or threatened breach without AWA Ltd being required to show or prove any actual harm or damage. These rights and remedies are cumulative and in addition to any other rights or remedies which AWA Ltd may have at law or in equity.

12. Other terms

- (a) **Force Majeure.** Except for the payment of money, neither party shall be liable for any delays in the performance of obligations under this Agreement resulting from circumstances or causes beyond its reasonable control, including, without limitation, delays by the other party, power outages, failure

of telecommunications, fire or other casualty, act of God, strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

- (b) **Independent Contractor.** It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, partner, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
- (c) **Survival.** All clauses in this Agreement relating to payment, license and ownership, confidentiality, privacy, warranties, limitations of warranties, limitations on damages and actions, non-exclusivity, non-solicitation and waiver shall survive the termination or expiry of this Agreement, to the extent allowed at law.
- (d) **Assignment.** The AWA Ltd may assign this Agreement on written notice to Sub-Contractor without the written consent of Sub-Contractor. Sub-Contractor may not subcontract or delegate its obligations and responsibilities under this Agreement.
- (e) **Notices.** Notices under this Agreement must be in writing and may be delivered by hand, by registered mail, or by email to the addresses of the parties specified in or notified pursuant to this Agreement. Notice will be deemed given: (a) in the case of hand delivery or registered mail, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving party; (b) in the case of a facsimile, upon proof of completion of transmission.
- (f) **Entire Agreement.** This Agreement, including any Exhibits, constitutes the entire agreement between the parties hereto with respect to its subject matter and supersedes all other oral or written representations, understandings or agreements relating to the subject matter hereof, and may not be amended except by a written agreement signed by the parties or as otherwise provided for in this Agreement.
- (g) **Severability.** If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then such provision shall be null and void but each other provision hereof not so affected shall be enforced to the full extent permitted by applicable law.
- (h) **Waivers.** The failure of either party to insist upon strict performance of any of the provisions contained in this Agreement shall not constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions in this Agreement.
- (i) **Governing Law.** This Agreement takes effect, is governed by and shall be construed in with the laws of the State of New South Wales, and the parties agree to the jurisdiction of the courts sitting in Sydney.

Accepted by:

**Australian Water Association Ltd
(ABN 78 096 035 773)**

Sub-Contractor

Signature of

the person with the authority to bind the above
named entity to this Agreement

Signature of

a Principal of Sub-Contractor with the authority to
bind Sub-Contractor to this Agreement

Name

Name

Title

Title

Date

Date

EXHIBIT A

1. Description of Deliverables:

The following deliverables are required under this contract. Note, however, that the subcontractor should interpret these deliverables through a close reading of Part A – Request for Tender:

- A. A report setting out recommendations for the conduct of the first stage survey involving key stakeholders. This report would include, but not necessarily be limited to:
 - Recommendations concerning the issues of concern that will form the basis of questioning of key stakeholders
 - Recommendations as to the key stakeholders to be approached
 - Recommendations as to samples, size, structure and methodology
- B. A report setting out the results of this survey of key stakeholders and, based on these findings, recommendations as to the survey questions, methodology and sample size and structure that should be used in the second stage survey of the general community
- C. An end-of-project report setting out the results of the survey activities and the findings of the project overall, with observations and recommendations arising from the project that have relevance to the ABP's goals generally and its communication strategies particularly.

2. Fees

The total payment for the Services is \$x payable in the following instalments:

- (i)
- (ii)

3 Estimated date for Services

All deliverables must be provided to the AWA within 8 months of the execution of this Subcontractors Agreement. Additional due dates for specific project components are as follows:

- (i)
- (ii)

4. Additional Requirements

To be determined