



## Request For Tender

### Legal Education Film Making

Title	Legal Education Film Making
Release Date	23 June 2020
Close Date	By 11.59pm (Darwin local time) on Sunday 5 July 2020
Details	NAAJA is seeking responses to this tender from appropriately qualified film makers to develop:  A series of 24 short films of approximately 2-3 minutes in length which can be used during the delivery of live legal education webinars.

Complete the Tender Response

And

Lodge by email to [jackson.meaney@naaja.org.au](mailto:jackson.meaney@naaja.org.au)

Where the response or material attached (e.g. samples of short films) are too large to submit by email, please email a drop box or google drive link

**No other form of lodgement is acceptable**

*Please ensure that you have read the conditions of tender located in section "9" of this document and the draft contract set out under section "10" of this document*

**RESPONDENT DETAILS**

Legal Entity Name

Trading as

ABN

ACN

Address of Place  
of Business

Postal Address

Telephone

Facsimile

Email Address

Web Site

**CONTACT PERSON DETAILS**

Name

Position

Telephone

Facsimile

Email Address

## 1 BACKGROUND

The North Australian Aboriginal Justice Agency ('NAAJA') has been engaged by the Arnhem Land Progress Association ('ALPA') to deliver a series of interactive live webinars (3-4 hour sessions) on legal topics to ALPA staff at remote sites across East & West Arnhem Land.

Short films (2-3 minutes each) will be utilised to assist in the delivery of these sessions by NAAJA Legal Educators. The following hypothetical situations are provided as examples of videos that may assist a NAAJA legal educator delivering a webinar:

- Domestic Violence: Following a legal educator explaining the different conditions that may apply to a Domestic Violence Order a short video is shown demonstrating what the conditions may look like in practice (e.g. not sending text messages to a protected person, staying away from the protected person's house etc.)
- Social security: Following a legal educator explaining the different kinds of support payments available a short video may illustrate the difference in criteria between Jobkeeper payments and Disability Support Payments.

## 2 PROJECT SPECIFICATIONS

NAAJA will deliver 8 interactive remote 3-4 hour webinars, covering a total of 8 legal topics, to six remote sites separately. The 8 legal topics are:

- Safe working environments
- Employees' rights and obligations at work
- Child protection basics
- Domestic violence and domestic violence orders
- Supporting a person through the criminal justice system
- Discrimination
- Housing
- Social Security Basics

For each topic the filmmaker will produce an average of 3 short films (a total of 24 short films), each 2-3 minutes in length, which will supplement the live delivery of the webinars.

Following production of the short films NAAJA will engage Yolŋu Matha interpreters to interpreters the short videos (budgeted for by NAAJA separately).

### Scope of Filmmaker's Work

The film maker will be responsible for:

- Creating 24 x 120 to 180 second legal education videos for use in webinars, including storyboarding, assisting with scripting, filming, editing and English subtitling
- Securing additional talent where required (e.g. where NAAJA's in kind contribution of 2-3 staff is sufficient or suitable)
- Securing the rights to any background soundtrack/production music and incorporating into the videos;
- Creating or sourcing any graphics/animations involved in the videos.

NAAJA will be responsible for:

- Developing key legal messages for each video;
- Editing preliminary scripts supplied by filmmaker
- Supplying in kind talent (2 to 3 NAAJA staff) where required by the filmmaker
- Arranging and paying for Yolŋu Matha interpreters.

#### Project Schedule

The filmmaker will be in a position to commence film making in July 2020 or within the first week of August 2020 with a gradual roll out of short videos to be included in sessions from August 2020 (covering around 2 topics a month).

#### Estimated Value

Tender Responses should not exceed a final value of \$75,000 (excluding GST).

If Respondents wish to identify two different 'options' (e.g. high and low cost option) they may do so within the project plan attached or set out in response to section 5.1. Within the project plan please identify any areas of variation/difference between the two options.

Where there are two options please ensure that both are costed for in section 3 (see prompts).

**PLEASE COMPLETE EACH OF THE FOLLOWING SECTIONS  
WHERE ADDITIONAL DOCUMENTS ARE ATTACHED PLEASE INDICATE IN  
THE APPROPRIATE SECTION**

### 3 PRICE BREAK-DOWN

NOTE: All prices are to exclude GST.

ITEM	DESCRIPTION	TOTAL LUMP SUM AMOUNT (excluding GST)		
1	Development of 24 short films (2-3 minutes in length)	\$		
2	<i>Second option for development of 24 short films (2-3 minutes in length) (leave blank if not required)</i>	\$		
LUMP SUM PRICE BREAKDOWN				
ITEM	DESCRIPTION	ESTIMATE D QTY	RATE (excluding GST)	EXTENDED AMOUNT (excluding GST)
1	<b>Short Films</b> <i>(suggested price break down)</i>			
1.1	<i>Storyboarding and Scripting Assistance</i>		Hour .....Per Hour	\$

1.2	<i>Shooting</i>		Hour	.....Per Hour	\$	
1.3	<i>Editing</i>		Hour	.....Per Hour	\$	
1.4	<i>Graphic Design and Animation</i>		Hour	.....Per Hour	\$	
1.5	<i>Additional talent (if any)</i>		Hour	.....Per Hour	\$	
1.6	<i>Licensing costs (if any)</i>		Hour	.....Per Hour	\$	
1.7	<i>Other costs (please specify)</i>		Hour	.....Per Hour	\$	
<b>TOTAL AMOUNT OF THE BREAKDOWN (excluding GST)</b>					\$	
2	<i>[Leave blank unless submitting two options (e.g. high and low offer) with details of each set out in project plan]</i>					
2.1	<i>Breakdown of costs for item 2</i>		<i>Hour</i>	<i>.....Per Hour</i>	<i>\$</i>	
2.2	<i>...</i>		<i>Hour</i>	<i>.....Per Hour</i>	<i>\$</i>	
<b>TOTAL AMOUNT OF THE BREAKDOWN (excluding GST)</b>					\$	

## ESTIMATED TRAVEL COSTS

If the Respondent expects travel costs to be incurred as a part of the project and estimate must be set out below:

**NOTE:** This is for assessment purposes only. The filmmaker will be reimbursed for pre-approved travel expenses on presentation of tax compliant receipts.

<b>ESTIMATED TRAVEL COSTS</b>	<b>PRICE (excluding GST)</b>
	\$
<b>Provide breakdown and justification for your estimated travel and related cost.</b>	

## 4 PAST PERFORMANCE

### 4.1 Previous Experience

<b>4.1.1</b>	<p><b>Provide details of a contract of a similar nature that you have completed, including the following:</b></p> <ul style="list-style-type: none"> <li>• <b>how the deliverables were managed (i.e. through implementation of a detailed project plan or some other means – include details);</b></li> <li>• <b>whether contingency plans were required and if so, how they were implemented;</b></li> <li>• <b>the number of personnel involved in delivering the contract including the number of personnel hours; and</b></li> <li>• <b>whether the project included stakeholder engagement and how that engagement was managed.</b></li> </ul>
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## 4.2 Samples of Previous Work

<b>4.2.1</b>	<p><b>Please provide at least two samples of previous short films that you have completed.</b></p> <ul style="list-style-type: none"> <li>• <b>include a drop box or google drive link to the actual video (please test the link prior to submitting the tender response)</b></li> <li>• <b>include the date that the film was released</b></li> <li>• <b>include details of a section of the video that should be reviewed (if video exceeds 5 minutes)</b></li> <li>• <b>include any short notes that you wish the evaluation team to consider (e.g. estimated cost of producing that video)</b></li> </ul>		
<b>Attachment name</b>	<b>Date released</b>	<b>Section of video to review</b>	<b>Notes (if any)</b>


### 4.3 Referees

<b>4.3.1</b>	<b>Provide details and referees for at least two completed contracts of similar nature, scope and size. (May be contacted as part of the assessment).</b>		
<b>Contract Description</b>	<b>Contract Value \$</b>	<b>Referees</b>	
		<b>(Contact Person)</b>	<b>(Company Name and Phone No.)</b>
		_____	Phone:
			Phone:

## 5 CAPACITY

### 5.1 Overview

<b>5.1.1</b>	<b>Provide a brief project plan outlining how the filmmaker will undertake requirements outlined in section 2 (outline may be attached – approx. 1-2 pages).</b>

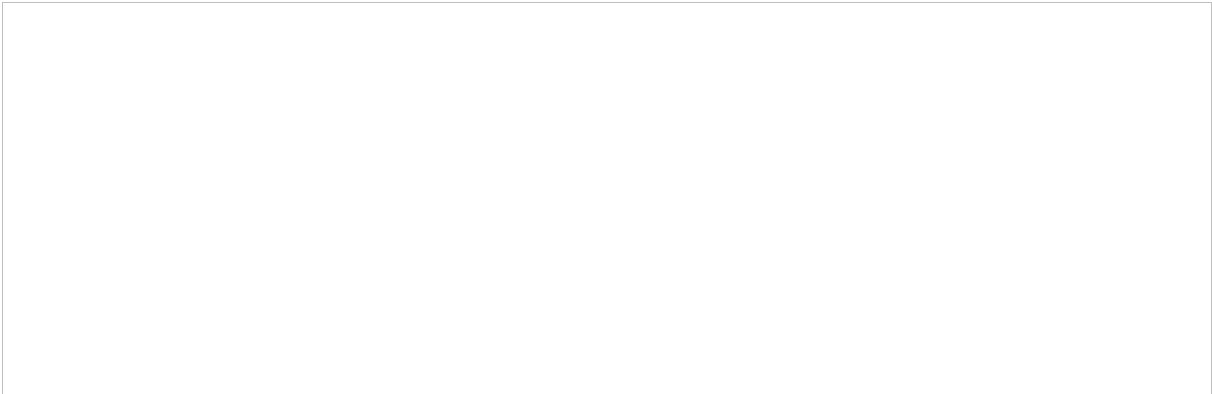
<b>5.1.2</b>	<b>Provide details of:</b>
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- **Filmmaker's availability to commence works including an estimate of the current availability of the personnel to be assigned to work on this project;**
- **Filmmaker's experience in the development of films relating to community education;**
- **An overview of the experience of the personnel to be involved in the delivery of the project; and**
- **CVs/resumes of all personnel to be involved in the delivery of the project (may be attached as a separate document)**

**5.1.3 Provide details of the business' current capacity (after commitments are taken into account).**

**5.1.4 Identify any risks that you believe may affect your ability to achieve the outputs sought.**





## 6 LOCAL CONTENT

### 6.1 Supporting Northern Territory Businesses

6.1.1	<p><b>Please provide any information in relation to the following:</b></p> <ul style="list-style-type: none"><li>- <b>How many staff are employed by your business in the Northern Territory?</b></li><li>- <b>How many apprentices or trainees are employed by your business?</b></li><li>- <b>Would you be recruiting a new staff member/trainee if you were awarded the tender?</b></li></ul>

## 7 CULTURAL COMPETENCY

### 7.1 Aboriginal and Torres Strait Islander employment

7.1.1	<p><b>Provide any information in relation to the following:</b></p> <ul style="list-style-type: none"><li>- <b>Is the lead filmmaker an Aboriginal and/or Torres Strait Islander person?</b></li><li>- <b>Is your business an Aboriginal and/or Torres Strait Islander Community Controlled Organisation (ORIC registered or an association controlled by a board)?</b></li><li>- <b>Does your business have Aboriginal and/or Torres Strait Islander staff?</b></li><li>- <b>Does your business have prior experience working with an Aboriginal and/or Torres Strait Islander Community Controlled Organisation?</b></li></ul>
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## 8 SCOPE SPECIFIC

### 8.1 Graphic Design

<b>8.1.1</b>	<b>Please provide details of your business's current capacity to incorporate graphics and animation in films. You may attach examples.</b>

### 8.2 Background in Educational Films

<b>8.2.1</b>	<b>Please provide details of any involvement in educational film making, such as:</b> <ul style="list-style-type: none"><li>- <b>Production of films designed to raise public awareness on any issue;</b></li><li>- <b>Production of films for education/training purposes;</b></li><li>- <b>Production of films for service providers in the areas of health, social services, domestic and family violence, employment etc.</b></li></ul>

<b>8.2.2</b>	<b>Provide details of any educational related experience or qualifications of the lead filmmaker or staff.</b>

### 8.3 Community Engagement & Development

<b>8.3.1</b>	<b>Please outline your experience in engaging with community members/groups during the film making process.</b>

### 8.4 NAAJA Staff Development

<b>8.4.1</b>	<b>Please provide details about your capacity to provide film related training to a NAAJA staff member (within the scope of work on the project).</b>

## 9 Conditions of Tendering

### 9.1 General Requirements

A Tender Response is required to address all sections unless indicated as “optional”.

Failure to complete all sections may result in the Tender Response being declared inadmissible for assessment.

### 9.2 Tender Costs

The Tenderer is responsible for all costs associated with preparing a Tender Response. NAAJA will not be liable for any expense or loss which may be incurred by any Tenderer in the preparation or submission of its Tender Response.

### 9.3 Enquiries

Should the Tenderer: (1) have any doubts as to the meaning of any part of the Request for Tender; or (2) find any discrepancy, error or omission in the Request for Tender, the Tenderer should seek clarification from the Project Manager (Jackson.meaney@naaja.org.au), as soon as possible and no later than the stated time and date of the closing date.

NAAJA may decline to provide a clarification or further information requested by a Tenderer. Any clarification provided by NAAJA may be provided to prospective Tenderers.

NAAJA may decline to respond to any enquiry received after 5pm on Thursday 2 July 2020.

### 9.4 Best Offer

Notwithstanding anything which may be done pursuant to the assessment process, NAAJA intends to select the successful Tenderer primarily on the basis of the Tender Responses lodged but will also take into consideration any other information publicly available or known to NAAJA. Accordingly, Tenderers should provide their best offer in their Tender Response.

### 9.5 Pricing

Unless otherwise specified, prices must:

- a. be stated in Australian dollars;
- b. be exclusive of:
  - i. GST (where applicable);

Unless otherwise specified, any quantities given in the RFT are not guarantees as to the amount of work to be provided to the successful Tenderer, but will be used for assessment purposes only.

Where a price (or a key element of a Tender Response price) is considered well below or above the median price or the Principal's estimated value, the Tenderer may be requested to confirm the tendered price or respond to questions regarding particular aspects of the Tender Response. The Tenderer may also be requested to provide written confirmation that the requirement and contractual obligations relevant to the project are fully understood.

NAAJA may, at its discretion, either:

- a. proceed with the evaluation of the Tender Response; or
- b. where there is evidence that acceptance of the Tender Response may result in an unacceptable contract outcome or pose a substantial risk to the provision of the film making services or the sustainability of the Tenderer, set the Tender aside from further assessment.

## 9.6 Lodgement of Tender Response

The Tender Response must be lodged in accordance with the method set out on page (1): by email to the Project Manager, with any links to additional materials included.

Failure to comply with the above requirement may result in the Tender Response being declared inadmissible for assessment.

If, for any reason, a part of a Tender Response becomes corrupt, illegible, inadequate or incomplete as a result of transmission or storage, NAAJA may request an additional copy of the Tender Response.

If, for any reason, the pricing schedule(s) contained in a Tender Response becomes corrupt, illegible, inadequate or incomplete as a result of transmission or storage the Tender Response may be declared inadmissible for assessment.

Tender Responses are to be received, in full, by the time and date for closing contained on page (1) of the Request for Tender. Failure to lodge a Tender Response, or part thereof, before the time and date for closing may result in the Tender Response being declared inadmissible for assessment.

## 9.7 Admissibility

Unless otherwise specified, if a Tenderer fails to comply with a requirement as set out in these Conditions of Tendering, their Tender Response may be declared inadmissible for assessment.

In determining whether a Tender Response is admissible for assessment NAAJA will consider:

- a) whether admitting the Tender Response will compromise the integrity of the tender process;
- b) whether the Tenderer has or is likely to gain an unfair advantage;
- c) reasons for the Tenderer's failure to comply with a requirement;
- d) whether the Tender Response is capable of assessment;
- e) whether the Tender Response was mishandled by the Principal or a third party; and
- f) evidence of unfair practices.

NAAJA may, in its absolute discretion, declare a Tender Response inadmissible for assessment in circumstances where the Tenderer is bankrupt or in liquidation.

The Principal may, in its absolute discretion, declare a Tender Response inadmissible for assessment where, in the reasonable opinion of the Principal (being based on fact or a reasonable belief), the Tenderer has engaged in "improper conduct" as that term is defined in the *Independent Commissioner Against Corruption Act 2017* (NT).

## 9.8 Ownership of Documents

All Tender Responses become the property of NAAJA upon submission and will not be returned to Tenderers.

By lodging a Tender Response, a Tenderer licenses NAAJA to reproduce the whole or any portion of the Tender Response for the purposes of the conduct of the Request for Tender, including assessment, clarifications, resultant contract negotiation, contract management, and anything else in relation to these purposes.

Nothing in this clause changes or affects the ownership of copyright or other intellectual property rights that may exist in the Tender Response.

## 9.9 Conduct of the Assessment

NAAJA may disclose information acquired or developed during the assessment process (including a copy of the Tender Response) internally to any staff member or the NAAJA Board, consultants, stakeholders, or advisors for the purpose of the assessment, clarification, negotiation and reporting of this Request for Tender and in order to comply with the law, and enable effective management, review or auditing of NAAJA's activities.

The Tenderer may be called upon to clarify information contained in their Tender Response or to supply information in addition to the Tender Response to demonstrate to the satisfaction of NAAJA that the Tenderer has the ability to provide the film making services.

The Tenderer must within the time specified comply with any such requests. Failure to submit any or all of the information required, in the time stipulated, may result in the Tender Response being declared inadmissible for further assessment.

NAAJA reserves the right during any part of the assessment of Tender Responses to perform such security, probity and financial investigations and checks as NAAJA may determine are necessary in relation to Tenderers, their employees, officers, partners, associates, sub-contractors or related entities and their employees, officers and sub-contractors.

Tenderers must, at their cost, promptly provide NAAJA with such information or documentation that NAAJA requires in order to undertake such investigations or checks.

NAAJA may declare a Tender Response inadmissible for further assessment if the Tenderer does not promptly provide all reasonable assistance to NAAJA in this regard or based on the outcomes of the investigations or checks.

## 9.10 Negotiations

a) NAAJA may engage in detailed discussions and negotiations with one or more Tenderers.

b) The selection of Tenderers under this clause does not bind NAAJA to a contractual relationship and is not an indication that the Tenderer will be successful.

c) The result of any successful negotiations will be incorporated into the Contract.

## 9.11 Notification of Acceptance

NAAJA will not be bound to accept the lowest or any Tender Response.

The successful Tenderer will be notified in writing on the completion of the Tender process ('Notice of Acceptance').

Unless otherwise specified, the Notice of Acceptance forms a binding agreement between NAAJA and the successful Tenderer on the terms set out in the Contract. The Contract may be subject to further negotiation and review (clause 9.1). The Notice of Acceptance will, at NAAJA's discretion, be issued by pre-paid post, facsimile or email to the address stated in the Tender Response.

A Tenderer should not act on any representations or statements made by NAAJA, its employees or agents prior to the issue of the Notice of Acceptance.

NAAJA may publish details of the successful Tender Response, including the name and address of the Tenderer, value of the contract awarded and a description of the film making service.

## **9.12 Unsuccessful Tender Responses**

Unsuccessful Tenderers will be informed in writing of the outcome of their Tender Response at the conclusion of the tender process.

Tenderers may request a debriefing as to why their Tender Response was unsuccessful. This is for the purpose of assisting Tenderers to improve their competitiveness for future tenders. Acceptance of this request is at the discretion of NAAJA and subject to the availability of the Project Manager.

Information will be confined to discussion of the Tenderer's Tender Response and under no circumstances will information relating to another Tender Response be disclosed.



## 10 Draft Contract for Filmmaking Services (Subject to Further Review and Negotiation)

1. The North Australian Aboriginal Justice Agency wishes to engage \_\_\_\_\_ (**You**) as an independent contractor to provide the services described in the Scope of Services (**Services**) at Annexure 1.
2. Your appointment is for the period (**Term**) which:
  - a. commences on (and includes) the Commencement Date in Item 2 of the schedule; and
  - b. ends on (and includes) the Expiry Date in Item 3 of the schedule.
3. For the Services You perform from time to time during the Term and according to this letter agreement, the North Australian Aboriginal Justice Agency will (subject to paragraph 5)
  - a. pay You a Consultancy Fee as set out in Item 4 of the Schedule; and
  - b. without derogating from any other right it may have, defer payment or payment of an instalment until the Consultant has completed to the satisfaction of the North Australian Aboriginal Justice Agency that part of the Services to which that instalment relates.
4. In addition, the North Australian Aboriginal Justice Agency (subject to paragraph 5) will reimburse You for your Out of Pocket Expenses (of the type identified in Item 5 of the schedule) in providing the Services, provided that:
  - a. You have obtained the North Australian Aboriginal Justice Agency approval for the expense before You incur it or incurred an expense in circumstances where it was not practicable to obtain the North Australian Aboriginal Justice Agency's prior approval; and
  - b. the expense has been reasonably incurred in performing the Services; and
  - c. You have produced documentary evidence of the expense satisfactory to the North Australian Aboriginal Justice Agency.
5. You must provide tax invoices to the North Australian Aboriginal Justice Agency at the times (and in respect of the periods) set out in Item 6 of the schedule. Each tax invoice must detail:
  - a. out of pocket expenses incurred in providing the Services during the relevant period; and
  - b. the consultancy fee payable in respect of the relevant period.
6. If You are permitted to use North Australian Aboriginal Justice Agency resources during the Term and for the Services, then You shall
  - a. take all reasonable care of such property, return it immediately after use, and in any event, by the Expiry Date.
  - b. pay the reasonable cost of any repairs to or replacement of North Australian Aboriginal Justice Agency property where the property was lost, damaged or not returned while it was in Your control or use.
7. You:
  - a. warrant that the Key Personnel (set out in Item 9) are competent and have the necessary skills to carry out the Services.
  - b. may not, without the prior written approval of the North Australian Aboriginal Justice Agency, either during or after the performance of the Services, disclose

or give to any person any confidential, non-public or proprietary information which relates to the Services performed under this letter agreement or the business, technology or other affairs of the North Australian Aboriginal Justice Agency; and

- c. will procure that only the Key Personnel set out in Item 9 of the Schedule will be engaged in carrying out the work comprising the Services.

8. In performing the Services you must:

- a. exercise a high level of skill and care in conformity with accepted professional standards.
- b. act promptly to facilitate the timely and expeditious completion of the Services.
- c. comply with all applicable duties, laws, codes, standards and practice notes, including, for the avoidance of doubt, where you are engaged as an expert witness, such an expert's general duty to the court.
- d. perform the Services in the place or places required by the North Australian Aboriginal Justice Agency from time to time.
- e. comply with all procedures, rules, regulations, standards of conduct, other ethical standards and business methodologies of the North Australian Aboriginal Justice Agency including when using the North Australian Aboriginal Justice Agency premises or equipment or dealing with its personnel or clients;
- f. obtain the script approval/consent of XX or their nominated representative (YY) from the North Australian Aboriginal Justice Agency before the commencement of shooting the relevant footage;
- g. obtain the approval/consent of XX or her nominated representative (YY) from the North Australian Aboriginal Justice Agency for the final video cut before the final submission of the final videos for completion;
- h. deliver videos upon completion in digital download Vimeo links and download all footage and videos onto a Hard Drive to be supplied by NAAJA, including high resolution copies of all relevant file formats for all relevant social media hosting;
- i. not subcontract any part of the performance of this letter agreement without the prior written approval of the North Australian Aboriginal Justice Agency; and
- j. promptly comply with all reasonable and lawful instructions from the North Australian Aboriginal Justice Agency.

9. You shall indemnify and keep indemnified the North Australian Aboriginal Justice Agency from and against any claim, demand, action, suit or any proceeding that may be made or brought by any person against the North Australian Aboriginal Justice Agency or its employees or agents; or any of them in respect to personal injury or the death of any person whatsoever; the loss of or damage to any property or any other loss or damage whatsoever arising out of or as a consequence of any unlawful or negligent act, or omission, in the provision of the services under this letter agreement by You or Your partners, employees, agents or subcontractors and also from any costs and expenses that may be incurred in connection with any such claim, demand, action, suit or proceeding. This indemnity specifically excludes any indemnity for any claim, demand, action, suit or proceeding that relates to loss, injury or damage resulting from or relating to the content of the videos which all parties agree are not Your responsibility.

10. You shall maintain all relevant insurances required for the purpose of completing the Services, including those identified in Item 10 of the Schedule, and shall, if requested provide a copy of such insurances to the North Australian Aboriginal Justice Agency.

11. The title to and any intellectual property (being all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organization of July 1967) in all material brought into existence for the purpose of performing the Services shall vest upon its creation to the North Australian Aboriginal Justice Agency.
12. The North Australian Aboriginal Justice Agency may terminate this letter agreement at any time by notice to You in writing if:
  - a. You are or become insolvent;
  - b. You or any Key Personnel are found guilty of misconduct;
  - c. the North Australian Aboriginal Justice Agency gives You six months' notice in writing,and You may terminate this letter agreement at any time by giving six months' notice to the North Australian Aboriginal Justice Agency in writing.
13. If any supply made by a party under this letter agreement is subject to GST, the supplier may, in addition to the consideration for the supply but subject to provision of a tax invoice, recover an additional amount on account of GST (being an amount equal to the consideration multiplied by the prevailing GST rate) from the recipient.
14. This letter agreement constitutes the entire agreement between the North Australian Aboriginal Justice Agency and You and supersedes all other communications, negotiations and arrangements, and shall not be varied except in writing and signed by the North Australian Aboriginal Justice Agency and You.
15. This letter agreement may be signed in counterparts.
16. Clause 7.b), 9, 11 and 12 survives the expiry or termination of this letter agreement.

**SCHEDULE**

The Items below form part of the letter agreement

<b>Item 2:</b> (Commencement Date)	
<b>Item 3:</b> (Expiry Date)	
<b>Item 4:</b> (Consultancy Fee)	xx(excluding GST)
<b>Item 5:</b> (Out of Pocket Expenses)	Reasonable out of pocket expenses will be reimbursed as per clause 4
<b>Item 6:</b> (Invoicing requirements)	Invoice for 50% of the Consultancy fee to be submitted on the following dates: <ol style="list-style-type: none"> <li>1. at Commencement; and</li> <li>2. on completion of Services</li> </ol> (or where otherwise agreed in writing between the North Australian Aboriginal Justice Agency and You, monthly).
<b>Item 7:</b> (Payment)	Within 14 days of receipt of a tax invoice which complies with clause 5 of this letter agreement.
<b>Item 8:</b> (Consultancy Fee Indexation calculation)	N/A
<b>Item 9:</b> Key Personnel	XX
<b>Item 10</b> Insurances	[insert insurance company]. <ul style="list-style-type: none"> <li>• Limit of liability, any one occurrence \$10,000,000</li> <li>• Property in Your physical and legal control \$250,000</li> <li>• Excess \$500 for property damage claims only \$0 for personal injury claims</li> </ul>

To confirm agreement to provide the Services on the terms and conditions contained in this letter agreement, please sign and date both copies of this letter agreement and return one copy to North Australian Aboriginal Justice Agency marked to the attention of XX (Project Manager).

Signed by the Chief Executive Officer of  
the North Australian Aboriginal Justice  
Agency,

.....  
Priscilla Atkins

In the presence of ..... ..

XX agrees to provide the Services on the terms and conditions contained in this letter agreement.

Signed by XX .....

In the presence of ..... ..

## **ANNEXURE 1 - Scope of Services**

Create 24 x 120 to 180 second legal education videos for use in webinars covering the following:

1. xx