



Cathedral Chambers  
118 Cathedral Street  
East Sydney  
NSW 2011

DX 112 Sydney  
Phone 02 9360 3168  
Fax 02 9360 3185

## **LINK-UP SERVICE PROVIDER AGREEMENT**

Between

**Link Up (Qld) Aboriginal Corporation**

and

**The Service Provider**

---

**Date:**

**2007**

# LINK-UP SERVICE PROVIDER AGREEMENT

dated

2007

BETWEEN

**Link Up (Qld) Aboriginal Corporation**

ABN/ACN 36 073 956 496

of 6 Cordelia Street South Brisbane Queensland 4101

(“LUQ”)

AND

**The Service Provider**

details of which are set out in the SP Schedule

(the “Service Provider” or the “SP”)

## RECITALS

- A. LUQ is an Aboriginal corporation registered under the Aboriginal Councils and Associations Act 1976 (Cth)
- B. The objects of LUQ are:-
  - a) To relieve the continuing suffering and distress of any of those Aboriginal people who have been separated or removed from their families and communities by arranging to reunite them with their families and communities;
  - b) To directly assist all those Aboriginal people who, through destitution, helplessness, or misfortune, need assistance to obtain such information as may be available relating to their family and community for the purpose of their gaining greater

knowledge of their family and community and Aboriginal culture, values and beliefs, as and when requested by those individuals concerned, with LUQ's focus being principally on those who have been removed from their family and communities; and

- c) To directly assist all reunited Aboriginal people to overcome trans-generation trauma brought about by separation, through access to counselling services and post-reunion support groups
- C. LUQ wishes to expand its operational reach into regional Queensland to meet demand for link up services in regional centres
- D. LUQ proposes to expand its services by appointing existing Aboriginal organisations in various regional centres as its local service provider
- E. The Service Provider is located in a regional centre in Queensland and has agreed to act as LUQ's local service provider in the region subject to the terms and conditions of this Agreement.

## OPERATIVE PROVISIONS

### 1. DEFINITIONS & INTERPRETATION

#### 1.1 DEFINITIONS

In this Agreement, including the Recitals, unless the context indicates otherwise, the following terms have the following meanings:

***Aboriginal***

means a person recognised as being of Aboriginal or Torres Straight Islander peoples

***Business Day***

means a day on which banks are open for general banking business in

Brisbane

***client***

means any person over the age of eighteen who seeks Link-Up Services from the Service Provider and who is eligible to receive Link Up Services under and in accordance with the Link-Up Programme

***Client Information***

means any personal information whatsoever in relation to a client (not being in the public domain) including any information provided by any client to the SP on any LUQ forms or in any SP sessions with a client

***Commencement Date***

means the commencement date specified in the SP Schedule

***Fee Schedule***

means the schedule to this agreement entitled Fee Schedule

***Link-Up Logos***

mean the logos and emblems used by LUQ in connection with the provision of the Link-Up Programme.

***Link-Up Programme***

means the Link-Up programme administered by LUQ in Queensland involving provision of assistance in finding and locating family and relatives of Aboriginal persons including those of the “stolen generations” and providing counselling and facilitating reunions

***Link-Up Services***

means the services to be provided and performed by the SP under this Agreement in or around the Regional Centre involving provision of assistance in finding and locating the family and relatives of Aboriginal persons including those of the “stolen generations”

***LUQ Information***

means any information whatsoever of commercial value (not being in the public domain) contained or concerning the clients, suppliers, business affairs, operations, accounts, marketing plans, development plans, financial plans, sales plans, costings, prices, research, feasibility studies, strategies, financing, intellectual property, industrial property, trade secrets, processes or other documents materials or other information whether in writing or otherwise of LUQ to which the SP gains access at any time whatsoever and includes any information, documentation, materials or items which LUQ designates as confidential.

***Month***

means calendar month

***Person***

means and includes natural persons and incorporated and unincorporated bodies and associations

***Privacy Act***

means the Privacy Act 1998 (Cth)

***Regional Centre***

means the regional centre in which the Service Provider is based including the area specified (if any) in the SP Schedule

***SP Schedule***

means the schedule to this agreement entitled Service Provider

***Term***

means the term of this Agreement as set out in and subject to clause 2

***Termination Date***

means the date on which this Agreement is terminated whether by action of a party or by effluxion of time

---

**Trade Mark**

means the registered trade mark "Link-Up (Qld)" being registration number 874899

---

**1.2 INTERPRETATION**

---

In this Agreement, except to the extent that the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include every gender;
- (c) other grammatical forms of defined words and expressions have corresponding meanings;
- (d) references to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- (e) headings are for convenience only and shall be ignored in construing this Agreement;
- (f) references to a party mean a party to this Agreement and include references to the party's respective successors and permitted assigns;
- (g) references to law include references to any constitutional provision, treaty, decree, convention, statute, act, regulation, rule, ordinance, subordinate legislation, guideline, rule of common law and of equity and judgment;
- (h) references to any law are references to that law as amended, consolidated, supplemented or replaced from time to time;
- (i) references to any person include references to any individual, company, body corporate, association, partnership, firm, joint venture, trust and governmental agency;
- (j) "month" means a calendar month;
- (k) references to notice in writing shall include references to documents

or notices sent by facsimile, but only if such notice or document is clearly legible and if the meaning of the notice so delivered is clear and unambiguous;

- (l) references to amounts payable or to be paid are references to amounts payable or to be paid in Australian dollars
- (m) in the event that any payment or action is required to be made or taken under this Agreement falls on a day other than a Business Day, that payment or action shall be made or done on the Business Day next occurring after that day.

---

## **2. TERM**

---

---

### **2.1 INITIAL TERM**

---

This Agreement will be for the period of one (1) year commencing on the Commencement Date.

---

### **2.2 EXTENSION OF TERM**

---

At the end of the Term, LUQ may review the performance of the SP and if satisfactory, LUQ may extend the term of the agreement for a further period as the parties may agree in writing.

---

### **2.3 HOLDING OVER**

---

Should LUQ permit the SP to continue to provide the Link-Up Services after the expiration of the Term, without the parties agreeing to extend the Term in accordance with clause 2.2, such continuation will be upon the terms and conditions set out in this Agreement and may be terminated on 5 Business Days' notice.

---

### **3. COMMENCEMENT OF SERVICES**

---

#### **3.1 INITIAL TRAINING OF SP**

---

AS soon as practicable after Commencement Date, LUQ will arrange for a person to train the SP in the Regional Centre at the SP's offices in the provision of Link-Up Service.

#### **3.2 COMMENCEMENT AND DURATION OF TRAINING**

---

The training will take place over a two day period with persons nominated by the SP at the time agreed between the SP and LUQ but within 3 weeks of Commencement Date.

#### **3.3 PROVISION OF PROMOTIONAL MATERIAL**

---

LUQ will in consultation with the SP provide the SP with such promotional material such as posters, pamphlets and associated material as it considers appropriate for the location and operations of the SP

#### **3.4 ADVERTISING OF SERVICES**

---

In consultation with the SP, LUQ will determine an appropriate advertising campaign in the local area for the Link-Up Services which campaign may include, without limitation, advertising in local newspapers or on local radio stations

#### **3.5 MONITORING OF ADVERTISING CAMPAIGN**

---

The SP will monitor the success of the advertising campaign and will provide LUQ with feedback on any recommended changes or fine-tuning it considers desirable

---

## **4. PRIVACY & CONFIDENTIALITY**

---

### **4.1 PRIVACY**

---

The SP acknowledges that it shall not in anyway use, disclose or pass on Client Information without the prior written consent of the relevant client and where applicable it shall comply with its obligations under the Privacy Act.

### **4.2 CONFIDENTIALITY OBLIGATION**

---

The SP covenants with LUQ that the SP will not use or supply any Client Information or any Link-Up Information, which is not in the public domain, to any third party without the prior consent in writing of LUQ save and except where such disclosure is required:

- (a) by any statute, enquiry, request or order from any Court, government or government authority;
- (b) to employees of the SP who have a need to know and, only then, to the extent that each has a need to know;

PROVIDED THAT if the SP is to disclose the information pursuant to paragraphs (a) or (b), it shall give LUQ notice in advance.

### **4.3 ACKNOWLEDGEMENT**

---

The SP acknowledges that the Client Information is highly sensitive and personal to clients and that any careless or improper use or disclosure of any of the information could have serious emotional or personal implications for a client. It is further acknowledges that it is critical for the effective delivery of Link-Up Services that potential clients are able to place their full trust and confidence in the SP. In the event that the SP fails to maintain client confidentiality in accordance with this Agreement, LUQ may immediately and forthwith terminate this Agreement without notice.

---

## **5. RESTRICTIVE COVENANT**

---

### **5.1 RESTRAINT**

---

In consideration of the LUQ entering into this Agreement and to reasonably protect the LUQ Information and the goodwill attached to the Link-Up Programme, the SP undertakes that:

- (a) during the periods referred to in clause 5.2;
- (b) within the areas referred to in clause 5.3;
- (c) on its own account or for any person or entity;

it will not:

- (d) participate, assist or otherwise be directly or indirectly involved,
- (e) financially or otherwise, as a member, shareholder, unitholder, director, consultant, advisor, contractor, principal, agent, manager, employee, beneficiary, partner, associate, trustee or financier in any business or activity which is the same as or substantially similar to the provision of Link-Up Services (the "Business") or any material part of it;
- (f) solicit, canvass, induce or encourage any employee of LUQ to leave the employment of LUQ;
- (g) solicit, canvass, approach or accept any approach from any person or entity who was at any time during the 12 months immediately preceding the Termination Date a client or supplier of the Business, with a view to establishing a relationship with or obtaining the custom of that person or entity in connection with a business which is the same or substantially similar to the Business

---

### **5.2 TIME PERIODS**

---

The periods of time referred to in clause 5.1 are:

- (a) 2 years from Termination Date;
- (b) 3 year from Termination Date

- (c) 1 years from Termination Date

---

### **5.3 AREAS OF RESTRICTION**

---

The areas referred to in clause 5.1 are:

- (a) Australia
- (b) The State of New South Wales and Queensland
- (c) The State of Queensland
- (e) The area within 50 Square kilometres from the SP's existing business operations

---

### **5.4 EFFECT OF CLAUSE 5.2 AND 5.3**

---

Clause 5.1 has effect as several separate and independent covenants and restraints consisting of each separate covenant and restraint set out in clause 5.1 combined with each separate period of time set out in clause 5.2 and of each such separate combination combined with each separate area set out in clause 5.3.

---

### **5.5 UNENFORCEABILITY OF SPECIFIC CLAUSES**

---

If any of the separate and independent covenants and restraints referred to in clause 5.4 are or become invalid or unenforceable for any reason then that invalidity or unenforceability will not affect the validity or enforceability of any other separate and independent covenants and restraints.

---

### **5.6 UNREASONABLENESS**

---

If any prohibition or restriction contained in this clause is judged to be beyond what is reasonable in the circumstances necessary to protect the LUQ Information and the goodwill attached to the Link-Up Programme, but would be judged reasonable if that activity was deleted or that period or area was reduced, then the prohibitions or restrictions apply with that activity deleted or period or area reduced by the minimum amount

necessary.

## **5.7 SP ACKNOWLEDGEMENT**

The SP acknowledges that:

- (a) the prohibitions and restrictions contained in this clause are reasonable and necessary to protect the LUQ Information and the goodwill attached to the Link-Up Programme; and
- (b) the SP has received valuable consideration for agreeing to the covenants in this clause.

## **6. LINK-UP SERVICES**

### **6.1 GENERAL OBLIGATION**

The SP undertakes to provide the Link-Up Services in a professional, caring, timely and efficient manner recognizing the importance and sensitivity of the service to clients. The SP acknowledges that it cannot provide services similar to or with similar objects to the Link-Up Service unless approved in writing by LUQ so that, subject to LUQ's approval otherwise, the SP shall provide the services contemplated under this Agreement exclusively for and with LUQ. .

### **6.2 SPECIFIC LINK-UP SERVICES**

The Link-Up Services will involve the following:

- (a) Assistance with Link-Up approved client reunion services (refer to Fee Schedule);
- (b) Marketing and promoting the Link-Up services and objects, using materials and resources supplied by LUQ;
- (c) Membership Services, including member recruiting, liaison and communication, meetings and information sessions.

---

### **6.3 COUNSELLING**

---

- (a) The SP should advise the client of counselling services available and offer information and assistance should such be requested;
- (b) The SP must notify LUQ immediately to arrange for the provision of counselling services where the SP identifies an immediate risk to the client's well-being.

---

### **6.4 CHILDREN AND OTHER INELIGIBLE CLIENTS**

---

The SP acknowledges that Link-Up Services may only be provided to persons over the age of eighteen (18) and to persons who are eligible for Link Up Services under and in accordance with the Link Up Programme. Where a client or prospective client is or appears to SP to be under the age of eighteen or to be otherwise ineligible, the SP will as soon as practicable inform LUQ who will refer the person to an agency who can properly deal with such a person.

---

### **6.5 REUNIONS**

---

Where LUQ successfully locates a client's relative or family member, it may request the SP to provide assistance in organising a venue for a local reunion and any local travelling and catering requirements. LUQ may also request that the SP staff who dealt with the client to attend the reunion as a support person at the discretion or request of the client

---

## **7. PAYMENT FOR SERVICES**

---

---

### **7.1 LINK-UP FEES AS PER SCHEDULE**

---

LUQ agrees to pay the SP for the provision of the Link-up Services in accordance with the Fee Schedule.

---

## **7.2 LUQ MAY ALTER FEES**

LUQ may at any time on 4 weeks' notice to the SP alter the fees payable under this Agreement

---

## **7.3 OVER-CHARGING**

The SP agrees and acknowledges that it will be a serious breach of this Agreement and the Agreement will be liable to termination if the SP seeks payment for services that have not been provided or that are not related to the Link-Up Services.

---

## **8. ROLE OF LUQ**

LUQ will be responsible for the following

- (a) Providing initial training and set up assistance to the SP
- (b) providing assistance, advice and back-up services for the SP in the performance of its duties
- (c) Receiving and processing all completed Link-Up applications and associated information from the SP
- (d) Undertaking Link-Up research to identify a client's family or other relations as requested by the client
- (e) Organising the provision of counselling services to clients and potential clients
- (f) Organising the provision of counselling services to staff of the SP
- (g) Organising family reunions for clients in consultation with the SP

---

## **9. LINK-UP LICENCE**

---

### **9.1 GRANT OF LICENCE TO USE TRADE MARK**

---

Subject to the terms of this Agreement, LUQ grants to the SP for the Term a non-exclusive licence to use the Trade Mark in Queensland in connection with the provision of Link-Up Services in and around the Regional Centre

### **9.2 NON-EXCLUSIVE LICENCE**

---

The trade mark licence shall be non-exclusive and shall not in any way prejudice or affect LUQ's rights to use or rights to authorise the use of the Trade Mark in relation to the provision of Link-Up services anywhere in Queensland.

### **9.3 LICENCE TO USE LINK-UP LOGOS**

---

IN addition to the trade mark licence, LUQ grants to the SP a license to use the Link-up Logos in connection with the provision of Link-Up Services in and around the Regional Centre

### **9.4 QUALITY CONTROL**

---

The SP shall not use the Trade Mark or Logos either by themselves or as part of any other identification or name in relation to the Link-Up Services except in strict accordance with the LUQ's standards, quality specifications, samples, directions or information supplied by the LUQ to the SP from time to time AND in furtherance of the foregoing the SP shall ensure that the Link-Up Services provided by the SP shall comply with specifications laid down, directions given and information supplied by LUQ to the SP from time to time.

---

## **10. PERFORMANCE BY SP AND INDEMNITY**

---

### **10.1 PERFORMANCE**

---

The SP undertakes and covenants with LUQ that:

- (a) The SP acknowledges the importance of the Link-Up programme to Aboriginal Queenslanders
- (b) The SP acknowledges that it has been entrusted with a highly sensitive and key role in the delivery of Link-Up Services in and around the Regional Centre
- (c) The SP will perform its role (and will ensure that all of its employees and contractors perform their role) and provide the Link-Up Services with the utmost care and sensitivity to ensure that no client or other person suffers any unnecessary emotional distress or pain
- (d) The SP understands that clients may need counselling or associated services and it will quickly identify any clients in need of such services and will refer them to LUQ or to a LUQ nominated counsellor
- (e) The SP acknowledges that once clients have committed to the process, they want and expect their cases to be dealt with promptly and efficiently and the SP will do all things reasonably necessary to ensure that client's cases are processed and handled promptly and efficiently
- (f) The SP will provide feedback to LUQ as to the Link-Up process including any constructive criticisms or suggested changes
- (g) The SP will comply with all reasonable directions from LUQ in relation to the provision of the Link-Up Services.

---

## **10.2 INDEMNITY**

The SP releases, indemnifies and shall keep indemnified LUQ to the full extent permitted by law from all actions, suits, demands, claims, costs, expenses and other liabilities of every kind which may arise in respect of:

- (a) any default or negligent or careless performance of the duties and obligation of the SP under this Agreement except to the extent that the negligence or carelessness was in consequence of an action or default by LUQ
- (b) any fraudulent or improper conduct by the SP or its officers in connection with the Link-Up Services

---

## **11. INSURANCES**

---

### **11.1 PUBLIC RISK**

The SP will keep current a public risk insurance policy for not less than \$10,000,000 or for such higher amount as LUQ requires from time to time

---

### **11.2 WORKERS' COMPENSATION**

The SP will comply with all statutory requirements in relation to workers compensation.

---

### **11.3 PROFESSIONAL INDEMNITY INSURANCE**

If requested by LUQ, the SP will keep current adequate professional indemnity insurance.

---

### **11.4 REPUTABLE INSURER**

All insurances required to be taken out by the SP under this Agreement are to be taken out with a reputable insurer.

---

## **11.5 PRODUCTION OF POLICIES**

---

The SP will promptly provide to LUQ any insurance policy which the SP is required to take out under this Agreement together with the receipt for the last premium paid or a certificate of currency in relation to such policy.

---

## **11.6 CONDUCT VOIDING INSURANCES**

---

The SP will not do anything that might make any insurance void or voidable or which would breach any laws, regulations or statutes.

---

## **12. TERMINATION**

---

---

### **12.1 DEFAULT**

---

If:

- (a) the SP fails to perform any of its obligations under this Agreement for ten (10) Business Days after LUQ gives the SP written notice of the default; or
- (b) the SP fails to comply with a reasonable direction from LUQ in writing in relation to the provision of the Link-Up Services for twenty (20) Business Days;

LUQ will be entitled by written notice to the SP to immediately terminate this Agreement, without limiting any other right to terminate under this Agreement.

---

### **12.2 FURTHER GROUNDS FOR TERMINATION**

---

Either party may terminate this Agreement by written notice to the other if:

- (a) an administrator, liquidator, receiver, receiver and manager, controller or trustee in bankruptcy is appointed to the other or to any of its businesses or property (except where the appointment is to facilitate a merger or reconstruction or where it is for the purpose of a members' voluntary

wind up) ; or

- (b) the other party attempts to assign its rights, entitlements or benefits under this Agreement other than in accordance with this Agreement; and
- (c) effective control, by any means, of the other party is transferred to a person who does not have that control at the date of this Agreement.

### **12.3 SURVIVAL OF ACCRUED RIGHTS AND LIABILITIES**

Termination of this Agreement, by any means whatsoever, shall have no effect upon rights or liabilities which have accrued to either party prior to termination, nor upon any liabilities which may arise deriving from a breach of this Agreement prior to termination.

### **13. NO ASSIGNMENT OR SUBLICENSING**

This Agreement and any benefits or entitlement under it may not be assigned or sublicensed.

### **14. STAMP DUTY, COSTS AND GST**

#### **14.1 STAMP DUTY**

LUQ must pay all stamp duty on or relating to this Agreement and any transaction contemplated by this Agreement.

#### **14.2 LEGAL COSTS**

LUQ agrees to pay all the legal and other costs and disbursements of the SP in the preparation and execution of this Agreement.

#### **14.3 GENERAL**

Subject to this clause 14, LUQ must pay to the SP any amount ("GST Amount") which is payable on account of GST as a consequence of any *supply* made or

---

deemed to be made under or as required by this Agreement by the SP and the SP must pay to LUQ any GST Amount which is payable on account of GST as a consequence of any *supply* made or deemed to be made under or as required by this Agreement by LUQ.

---

#### **14.4 CALCULATION**

---

The GST Amount must be calculated by multiplying the amount on which the GST is calculated by the prevailing rate of GST unless the *supply* is *GST-free*.

---

#### **14.5 TIME OF PAYMENT**

---

The paying party under clause 14.3 (“GST Payer”) must pay the GST Amount (if any) by the later of completion and 5 Business Days from receipt of a written demand by or on behalf of the other party (“GST Recipient”).

---

#### **14.6 TAX INVOICE**

---

At the time of any demand for payment of any GST Amount, the GST Recipient must provide to the GST Payer a tax invoice complying with any legislation under which GST is imposed.

---

#### **14.7 FINES AND PENALTIES**

---

The amount recoverable on account of GST under this clause will include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by LUQ under this agreement.

---

#### **14.8 PRICE GST EXCLUSIVE**

---

Any specific sum payable under this agreement is GST exclusive.

---

**14.9 EXPRESSIONS USED**

---

Expressions set out in italics in this clause have the same meanings as those expressions in the A New Tax System (Goods and Services) Act 1999.

---

**15. EFFECT OF AGREEMENT**

---

---

**15.1 AMENDMENTS**

---

This Agreement may only be amended by an instrument executed under the common seal of each of the parties.

---

**15.2 GIVE EFFECT TO AGREEMENT**

---

Each party must do or cause to be done all things necessary to give effect to this Agreement and refrain from doing anything that might hinder performance of this Agreement.

---

**15.3 NO MERGER**

---

None of the terms of this Agreement or anything done under or by virtue of this Agreement or any other Agreement, instrument or document, or judgment or order of any court or judicial proceeding, will operate as a merger of any of the rights and remedies of the parties under this Agreement, and those rights and remedies will at all times continue in force.

---

**15.4 READ DOWN CONTRACT IN CERTAIN CIRCUMSTANCES**

---

If a provision of this Agreement is void, voidable, unenforceable or illegal in its terms but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, that provision will be read down accordingly.

---

## **15.5 SEVERABILITY**

If, despite clause 15.4, a provision is still void, voidable, unenforceable or illegal:

- (a) if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are severed; and
- (b) in any other case, the whole provision is severed;

and the remainder of this Agreement will be of full force and effect.

---

## **15.6 WAIVER**

No waiver by any party of any provision of or right, remedy or power of that party under this Agreement shall be effective unless it is in writing signed by that party and such waiver shall be effective only in the specific instance and for the specific purpose for which it was given. No failure or delay by any party to exercise any right, remedy or power under this Agreement or to insist on strict compliance by any other party with any obligation under this Agreement, and no custom or practice of the party at variance with the terms of this Agreement, shall constitute a waiver of each party's right to demand exact compliance with this Agreement.

---

## **15.7 COUNTERPARTS**

This Agreement may be signed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

---

## **16. GENERAL**

---

### **16.1 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

---

## **16.2 CONFIDENTIALITY**

The SP shall not make any public disclosure, communication or announcement about this Agreement except with the prior written consent of LUQ

---

## **16.3 PROHIBITED PROVISIONS**

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of that provision in other jurisdictions

---

## **16.4 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws in force in Queensland.

---

## **16.5 JURISDICTION**

Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland;
- (b) waives any objection it may now or in the future have to the bringing of proceedings in these courts and any claim that any proceedings have been brought in an inconvenient forum; and
- (c) agrees, without preventing any other mode of service permitted by law, that any document required to be served in any proceedings may be served in the manner in which notices may be given under clause 17

---

## **16.6 ARBITRATION**

If a dispute arises out of or relates to this Agreement, or the breach, termination, validity or subject matter thereof, or as to any claim in tort, in equity or pursuant to any statute or law, the parties agree to refer their dispute

---

to arbitration administered by the Australian Commercial Disputes Centre (ACDC), subject to the following:

- (a) A party claiming that a dispute has arisen, must give written notice to the other parties to the dispute specifying the nature of the dispute
- (b) On receipt of the notice specified in (a), the parties to the dispute must within five (5) Business Days of receipt of said notice seek to resolve the dispute
- (c) If the dispute is not resolved within five (5) Business Days or within such further period as the parties agree then the dispute is to be referred to ACDC
- (d) The Arbitration shall be conducted in accordance with ACDC Arbitration Guidelines which are hereby deemed incorporated.
- (e) This clause shall not merge upon completion.

## **17. NOTICES**

All notices to be delivered pursuant to this Agreement shall be in writing and signed by a representative of the relevant party appointed by a director or other senior officer of that party and:

- (a) delivered by courier to the party at their address below; or
- (b) sent by facsimile to the facsimile number of the party listed below; or
- (c) posted in a prepaid envelope by registered mail with advice or receipt card to party at their addresses below

(d) sent by email to the email addresses of the party listed below:

---

**Link Up (Qld) Aboriginal Corporation**

Attention: Manager

6 Cordelia Street South Brisbane/ PO Box 5487 West End, Queensland  
4101

Fax: 02 3255 2099

Email: [contact@qld.link-up.org.au](mailto:contact@qld.link-up.org.au)

**The Service Provider**

See SP Schedule

---

Notices delivered by courier shall be effective upon delivery. Notices sent by facsimile or email shall be deemed to be effective on the next Business Day following transmission of the facsimile PROVIDED in the case of facsimile there is a successful transmission report or in the case of email, there is a read receipt of other confirmation of receipt. Notices sent by mail shall be deemed to be effective on the second Business Day following the date of mailing.

## EXECUTED AS AN AGREEMENT

---

**EXECUTED BY**

**LINK UP (QLD) ABORIGINAL  
CORPORATION, ABN 36 073 956 496**

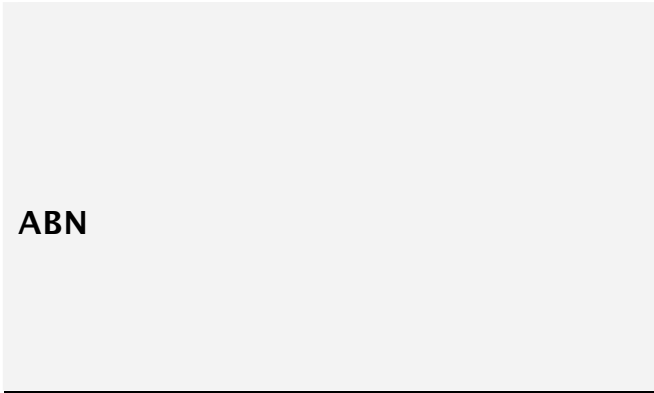
.....  
Director

.....  
Secretary/Director

---

---

**EXECUTED BY**



**ABN**

.....  
Director

.....  
Secretary/Director

---

## **FEE SCHEDULE TO LINK-UP SERVICE PROVIDER AGREEMENT**

---

The SP will be entitled charge LUQ a service provider fee of \$25 per hour together with an administration charge on account of direct labour overhead costs of \$9.70 per hour PROVIDED THAT where the Intake Procedure is likely to be more than 1 hour over the following time constraints for a particular client, the SP will immediately notify LUQ, explain the reason why and give an estimate of likely completion times, failing which it shall receive the fees appropriate to the estimated timeframe only

<b>Activity</b>	<b>Time Estimate in hours</b>
<p>1. New Client Intake</p> <ul style="list-style-type: none"><li>• Private interview room</li><li>• Explain SP role</li><li>• Explain Link-Up's role and process</li><li>• Explain client kit</li><li>• Explain Link-UP criteria and requirements</li></ul>	<b>1-2</b>
<p>2. Explain to client the Information required:</p> <ul style="list-style-type: none"><li>• Confirmation of Aboriginality</li><li>• Confirmation of age (birth certificate)</li><li>• Confirmation of residency</li><li>• Client ID eg health card, Medicare card, birth certificate and drivers licence</li><li>• Documents received to be photocopied, and JP certified before dispatching</li><li>• SP may be required by LUQ to do follow up with client to gather additional documentation</li></ul>	<b>0.5-1</b>

## FEE SCHEDULE TO LINK-UP SERVICE PROVIDER AGREEMENT

<p>3. Acceptance process -check and review information obtained by client:</p> <ul style="list-style-type: none"><li>• Client information kit data</li><li>• Certificate of Aboriginality</li><li>• Birth Certificate</li><li>• Client ID</li><li>• JP certification</li><li>• SP may be required by LUQ to do follow up with client to sign FOI documents to assist with research</li></ul>	<b>0.5-1</b>
<p>4. Reconfirmation of Link-Up search process</p> <ul style="list-style-type: none"><li>• Q&amp;A session</li><li>• issue membership application once client Aboriginality established</li></ul>	<b>0.5</b>
<p>5. Liaise with Link-Up case workers team leader</p> <ul style="list-style-type: none"><li>• Package and post collected information to Brisbane</li></ul>	<b>0.5</b>
<p>6. Client support</p> <ul style="list-style-type: none"><li>• SP advise client of referral process for Counselling Services</li><li>• SP must notify the LUQ immediately to arrange the provision of counseling where SP identifies an immediate risk</li></ul>	<b>0.5-1</b>
<p>7. Assistance with local reunions</p> <ul style="list-style-type: none"><li>• Assistance may be sought from the SP to organize local venue, travel, and catering requirements for local reunion events</li><li>• Attend reunion as a support person if both SP and client agree</li></ul>	<b>0.5-2</b>

**SP SCHEDULE TO LINK-UP SERVICE PROVIDER AGREEMENT**

---

**Name of Service Provider:**

**ABN:**

**Contact Person:**

**Address of Service Provider:**

**Postal Address (if different to above):**

**Regional Centre:**

**Phone Number:**

**Fax Number:**

**Email address:**

**Commencement Date:**