GIPA Act Contract Form

This form facilitates the University's compliance with the mandatory disclosure requirement under the *Government Information (Public Access) Act 2009* (GIPA Act) to maintain a publicly available register of contracts valued at $150,000 or more with private entities. After the form is completed and settled, it will be published to the University's contract register located here.

When does this form need to be completed?

This form needs to be completed each time the University:

1. Enters into a contract or agreement:
   (a) Valued at $150,000 or more; and
   (b) That has at least one private entity (i.e. a non-Government body or an individual person) as a contractual party; or
2. Varies an existing contract in a way that means that it is now worth $150,000 or more and is with one or more private entities.

Even if there is no additional written contract, and you intend paying the goods or services simply off an invoice or purchase order, this form may still need to be completed.

This form may also need to be completed if a contract already recorded on the register is varied in a material way.

When does it need to be completed by?

This form must be published on our register within 45 business days of the agreement or variation.

Who is expected to complete this form?

The University's Contract Procedures mandate that formal written agreements/contracts and variations must be provided to the Legal Office for storage within 5 days of receipt of the fully executed document. The Legal Office will then partially complete the form, based on the contract, and return the form to the work unit to check the details entered and to complete the fields relating to tender process and any other sections that could not be completed.

In the case of financial transactions based on purchase orders or invoices only, it is the responsibility of the person responsible for procuring the goods/services/arrangement to contact the Legal Office before payment to request a review of any terms and conditions on such documentation and to discuss completion of the form.

How to complete this form?

Sections 1 - 3 of this form are mandatory. Not all questions need to be completed for all contracts (e.g. the questions on page 3 apply to "Class 2" and "Class 3" contracts only. See the definition there for more detail). **Feel free to attach additional documents or pages to the form, if you would like to provide more detail than the size of the field allows you to.**

Some information requested in the form is sensitive and I do not believe it should be published. What should I do?

Information can be withheld from the register in certain circumstances, as set out in section 32 of the GIPA Act. In most cases, whether this is appropriate is determined using the public interest test set out in sections 12 – 15 of the Act.

You are not expected to conduct this weighing up process so please contact the Information Access Officer if you believe that some information should be withheld from the register. You will need to articulate why you believe the information should be withheld. The information will only be withheld from the register if the Information Access Officer believes that, on balance, the overall public interest is in favour of the information being withheld.

Need more help or information?

For assistance completing this form, or to discuss the legal requirements, please contact the Information Access Officer at privacy@scu.edu.au or (02) 6620 3841.

1. Details of contract

(a) Commencement date	05/10/2026	(b) Execution date	31/08/2026
(c) Expiry date or contract term (as varied, if applicable)			04/10/2029
(d) Description of goods, services, project, lease or property transfer provided for in contract. ***Note: Contact the Legal Office you believe that your contract does not fall into one of these categories of transactions***		Inspect and test all portable electrical equipment in accordance with the requirements of AS/NZS 3760:2022	
(e) If the contract includes provisions under which the University is to pay for operational and/or maintenance services, provide the applicable clause and/or item numbers of the contract		n/a	
(f) Value of contract inclusive of GST, if appropriate (note: if contract provides for no specific value, provide an estimate)			$225,000.00
(g) If the contract contains a specific provision to vary the amount payable under the contract please provide clause/item number*			n/a
(h) If the contract contains a specific clause providing for renegotiation of the contract, please provide the clause/item number*			n/a
**** Note: Whether or not a contract contains specific provisions dealing with variations, all contracts may be varied/renegotiated in the course of business as per normal contractual and legal processes***			

2. Details of all parties that are private entities

(a) Name(s)	Appliance Tagging Services	
(b) Business Address(es)	80 Patterson Road, Bentleigh Vic 3204	
(c) Are you aware of any organisation (or person), related to the party, that will be either meeting any of the party's obligations under the contract or otherwise receiving a benefit from the contract? (Yes/No)		No
If you answered "yes" to question 2(c), please provide the name and business address of each other person/body, in the cells below: ***Note: If you have included details of more than one private entity in response to question 2(a), please specify in 2(d) which private entity the person/body is related to.***		
(d) Name(s)		
(e) Business Address(es)		

3. Tender and/or due diligence information

(a) If this is a procurement contract (meaning the University pays for goods/services), did this contract go to tender? (Yes/No/NPC - Not a procurement contract)		Yes
(b) If yes, what was the tender method? (E.g. open tender, select tender, closed tender)	Open RFT	
(c) If yes, what were the main criteria against which the tenders were assessed? ***Note: this can be provided as an attachment or, if there was a public tender process, simply provide the tender reference number***	(a) the extent to which the RFQ response accords with SCU's requirements; (b) Proven capacity to perform the services based on past performance, local resources, qualifications of key	

4. Class 2 or Class 3 Contracts

Only complete the next section for Class 2 or Class 3 contracts.

Your contract is a "Class 2 contract" if the contract:*

**** Select all that apply***

- ☐ Is a procurement contract and there was no public tender process; **or**
- ☐ Is a procurement contract and either there was a public tender process but the agreed contract terms are quite different to those made public or a draft contract was not published with the tender; **or**
- ☐ Provides for maintenance or operation of infrastructure or assets and the term of the contract could be ten or more years (e.g. is for 5 years with a possible extension of 5 years); **or**
- ☐ Relates to a privately financed project as per the Treasury Guidelines located here **or**
- ☐ Involves a transfer of a significant University asset to a party in exchange for another asset.

Your contract is a "Class 3 contract" if it is a Class 2 contract of greater than $5,000,000 in value.

Class 2 and 3 contracts only - please attach additional docs to form if you'd like to provide more detail

(d) If the contract involves one or more significant assets being transferred to the University at some time in the future for little or no cost to the University, please provide details of the transfer (or transfers) and the proposed date(s):
(e) If the contract involves one or more significant assets being transferred to the contractor at some time in the future, please provide details of the transfer (or transfers) and the proposed date(s):
(f) If you conducted a cost-benefit analysis of the contract, please provide details of the results:
(g) If you used a public sector comparator, please provide the components and quantum:
(h) If applicable, provide a summary of any information used in the contractor's full base case financial model (for example, different prices per hour for call outs during business hours and after hours):
(i) If the contract is to undertake a construction, infrastructure or property development project, describe how risk is to be apportioned between the parties and quantified (where practicable) in net present-value terms during the construction and operational phases of a contract. Also, specify the major assumptions involved:
(j) Provide particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to current or future loan agreements:
(k) Provide particulars of any key elements of the contract:

Class 3 Contracts – copy required to be published

Copies of class 3 contracts must be published, subject to the redaction of any information that can be withheld in accordance with section 32. See the section "Some information requested in the form is sensitive and I do not believe it should be published. What should I do?" for more information or contact the Information Access Officer to discuss.