

15 February 2010

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ABN 97 115 159 558

Dear Heather,

Firstly, we would like to thank you for your time and passion involved in the journey of understanding the needs of our Pacific Island young people.

Secondly, we are excited at the road that lies before us and the learning yet to be discovered on this new journey. We pray that the partnership and friendships forged and developed will respond to the needs of the Pacific Island young people that are participating in the education program at Forest Lake State High School.

The section below involves a quotation, service agreement and term & conditions of our partnership. Additional information you have requested have been sent also in the form of a Content overview document and a promotional document that states our intent.

Please contact me on 0409 559 410 for any further information you require.

Yours sincerely,

Carl Toma

**Operations Manager** 

# Quotation

Period: 2010 Academic year

February – December.

**Date of quotation:** 15 February 2010.

**Description:** 3 group Sessions per week

3-5 individual sessions per week

40 students per week

Implement a four-term program

Mileage included

Professional development for staff

Assessment report on cross cultural context

Community linkage – visitation program

Year level behavioural management participation

Program design

**Facilitator:** \$45 / per hour

**Per term:** \$2700.00

Total amount: \$10,800.00 (gst excl)

Valid: 14 days

# Service agreement Date commencement: Partner: Company: Forest Lake State High School Representative: Position: Signature: Date: High Street, Forest Lake PO Box 4063, Forest Lake, QLD 4078 Phone (07) 37142333 Fax (07) 3714 2300 Email office@forestlakeshs.eq.edu.au Partner: Company: Relate cdp Pty Itd Representative: Position: Signature: Date:

Relate CDP Pty Ltd. 68 Gosford Street Mt Gravatt, QLD 4122 **Phone** (07) 3849 8922 A.B.N. 97 115 159 558

# **Terms and Conditions**

### A. Partnership

- (1) The partnership of Forest Lake State High School and Relate CDP is the agreed relationship created by this agreement.
- (2) Relate CDP operates as an independent contractor under this agreement.

#### B. Relate CDP and support staff must be able to do the work

- (3) Relate CDP warrants that it and its support staff:
  - 3.1 are qualified in the provision of services to Forest Lake State High School:
  - 3.2 will provide the services to Forest Lake State High School;
- 3.3 have the required checks and permits under the state government regulations and acts to carry out the services *such as blue cards*; and
  - 3.4 will comply with this agreement in carrying out the services.
  - (4) Relate CDP confirms that the qualifications of its support staff, as represented to Forest Lake State High School, are correct and true.

#### C. The use of equipment by support staff

- (5) Relate CDP must ensure that the support staff use Forest Lake State High School and Relate CDP's equipment responsibly and in a manner that is consistent with Forest Lake State High School business objectives.
- (6) Relate CDP indemnifies Forest Lake State high School against all costs, claims, losses, damages and expenses it suffers or incurs in connection with the support staff's use of either Forest Lake State high School or Relate CDP's equipment.

# D. When the provision of the services begins

(7) Relate CDP agrees to start providing the services from the date of this agreement. This agreement commences on the day this agreement is signed.

### E. Relate CDP's responsibilities

- (8) Relate CDP must, and must arrange for its support staff to:
  - 8.1 carry out the services with due diligence and proper decorum;
- 8.2 carry out the services to Forest Lake State High School's reasonable satisfaction;
  - 8.3 carry out the services to the best of their ability and judgment;
  - 8.4 use their best endeavor to complete the services within reasonable timeframe set by Forest Lake State High School;
- 8.6 carry out the services in a way that promotes Forest Lake State High School's business objectives as Forest Lake State High School communicates them to Relate CDP;
- 8.7 comply with any legislation that is relevant to the services or that relates to the

business; and

8.8 comply with any relevant policies of Forest Lake State High School

### F. Forest Lake State high School responsibilities

- (9) Forest Lake State High School agrees to use the services made available and provided by Relate CDP under this agreement.
- (10) Forest Lake State High School agrees to inform Relate CDP about the nature of the services to be provided and how often Forest Lake State High School will require

them.

#### G. Where the services will be carried out

- (11) The services will be carried out on the premises of Forest Lake State High School
- (12) Activities may occur at various sites other than the premises at Forest State High School whereby the proprietor

#### H. Payment

(15) Forest Lake State High School must pay Relate CDP for the services. The amount is to be calculated in the manner that both parties have agreed upon.

# Invoicing

(16) Every term Relate CDP will give Forest Lake State High School a tax invoice for the previous term service.

#### When tax invoices must be paid

(17) Forest Lake State High School must pay tax invoices within 7 days after receiving them.

#### I. Termination

(19) Either party may terminate this agreement by giving the other party written notice of its intention to terminate this agreement at the end of 7 days from the date the notice is given.

#### J. Confidentiality

(20) The client - counselor confidentiality agreement state that the rights and the interest are to be protected at all times. In the case where danger and safety are paramount the disclosure of information is released.

#### K. Copyright

(21) The program design and content remain the intellectual property of Relatecdp Pty Ltd in the form of facilitation, information dissemination, photocopying and distribution of program material. The training, sale of material and distribution remain the property of relate cdp Pty Ltd whereby the negotiation, permission and partnership undergo the copyright transfer process