

GUIDE NOTE - CONTRACT FOR SERVICES (BASIC)

This is a short form consultancy contract suitable for straight forward, short term office based consultancy services.

The contract should be regarded as a standard form only and as a result may not necessarily cover all situations.

It is important to note that the following matters are not covered in the above standard form. These matters may need to be considered in the context of a more complex or longer term consultancy relationship:

- insurance;
- intellectual property;
- sub-contracting and assignment; and
- moral rights.

The contract complies with the requirements of the Crown's policy in relation to confidentiality in Government contracts in that it contains a clause (clause 9) which provides that Confidentiality Provisions do not apply to the contract. Should a variation to this policy be required, information on obtaining an exemption is located in Treasurer's Instruction C-1. Where a variation from the policy is approved, the Crown Solicitor will provide substitute contract clauses for the contract. Agencies should forward an electronic copy of the contract together with a copy of the approval to the variation granted by the accountable authority (for the purposes of the *Financial Management Act 2016 (Tas)*), to the Crown Solicitor to enable those clauses to be prepared.

As a general rule you should seek further advice from the Crown Solicitor's Office if in doubt or if any of the following matters are involved in a particular consultancy service:

- significant risk elements;
- a substantial contract fee;
- a long term relationship;
- intellectual property considerations (including copyright and moral rights);
- sub-contracting or assignment;
- backdating of the term;
- any limitation of liability;
- time is of the essence;
- access to sensitive or classified work;
- access to the consultant's premises is required;

- special reporting requirements (e.g. quarterly audited statements);
- special levels of Crown assistance to be provided.

Under no circumstances is the name of the Crown Solicitor to appear on any contract that has not been referred to the Crown Solicitor's Office. The Crown Solicitor will not be responsible for any contracts that have not been checked by one of his officers.