DELIVERY PHASE AGREEMENT MINUTES

**[FOR USE WITH DSC-1 2021 ONLY]**

***[DESIGN SERVICES CONTRACT (DSC-1 2021) - [INSERT PROJECT DESCRIPTION/NUMBER]*** ("**Contract**")

1. **Approval of Consultant's Updated Delivery Phase Fee Proposal** 
   1. The Contract Administrator refers to the:
      1. ***[Updated Delivery Phase Fee Proposal / revised Updated Delivery Phase Fee Proposal]*** submitted by the Consultant in accordance with clause ***[9.2(a) / 9.2(c)(i)]*** of the Contract on or about ***[INSERT DATE]***; and
      2. subsequent negotiations between the Contract Administrator and the Consultant in respect of the Consultant's ***[Updated Delivery Phase Fee Proposal / revised Updated Delivery Phase Fee Proposal]***.
   2. The Contract Administrator confirms that, for the purpose of clause 9.3(a)(i) of the Contract, it has agreed and approved the Consultant's ***[Updated Delivery Phase Fee Proposal / revised Updated Delivery Phase Fee Proposal]*** on the terms of these Delivery Phase Agreement Minutes.
   3. The Consultant acknowledges and agrees that it has no entitlement to proceed with the Delivery Phase Services or to payment of the Delivery Phase Fee unless or until the Commonwealth (in its absolute discretion) issues a notice under clause 9.4(a) of the Contract.
2. **Adjustment to Indicative Delivery Phase Fee** 
   1. The Indicative Delivery Phase Fee ***[will not be adjusted / will be adjusted as follows: [INSERT]]***.
   2. The lump sum Delivery Phase Fee is $***[INSERT]*** (GST exclusive).
3. **Fee Payment Schedule** 
   1. The Fee Payment Schedule for the Delivery Phase is as set out below:

| **MILESTONE NAME** | **MILESTONE DESCRIPTION** | **AMOUNT (GST EXCLUSIVE)** |
| --- | --- | --- |
| **Delivery Phase:** | | |
| ***[INSERT]*** | ***[INSERT]*** | $***[INSERT]*** |
| ***[INSERT]*** | ***[INSERT]*** | $***[INSERT]*** |
| ***[INSERT]*** | ***[INSERT]*** | $***[INSERT]*** |
| ***[INSERT]*** | ***[INSERT]*** | $***[INSERT]*** |

1. **Adjustment to Agreed Subconsultant Agreements and other Subcontracts** 
   1. The Contract Administrator confirms that, for the purpose of the Delivery Phase, ***[there will be no adjustment to any Agreed Subconsultant Agreements or subcontracts entered into in accordance with clause 2.9(a)(i)A of the Contract / certain [Agreed Subconsultant Agreements / subcontracts entered into in accordance with clause 2.9(a)(i)A of the Contract] will be adjusted, as set out below]***:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **DISCIPLINE** | **SUBCONSULTANT** | **SUBCONTRACT FEE (PLANNING PHASE)** | **SUBCONTRACT FEE (INDICATIVE DELIVERY PHASE)** | **LUMP SUM SUBCONTRACT FEE (DELIVERY PHASE)** |
| ***[INSERT]*** | ***[INSERT]*** | $***[INSERT]*** | $***[INSERT]*** | $***[INSERT]*** |
| ***[INSERT]*** | ***[INSERT]*** | $***[INSERT]*** | $***[INSERT]*** | $***[INSERT]*** |
| ***[INSERT]*** | ***[INSERT]*** | $***[INSERT]*** | $***[INSERT]*** | $***[INSERT]*** |

1. **Minimum Resource Schedule (Delivery Phase)** 
   1. The Consultant's minimum resource schedule for the Delivery Phase is set out below:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **ROLE** | **DELIVERY PHASE**  **MILESTONES** | | | | | | | |
| ***[INSERT  MILE-STONE]***  ***HOURS*** | ***[INSERT  MILE-STONE]***  ***HOURS*** | ***[INSERT  MILE-STONE]***  ***HOURS*** | ***[INSERT  MILE-STONE]***  ***HOURS*** | ***[INSERT  MILE-STONE]***  ***HOURS*** | ***[INSERT  MILE-STONE]***  ***HOURS*** | ***[INSERT  MILE-STONE]***  ***HOURS*** | ***[INSERT  MILE-STONE]***  ***HOURS*** |
| **CONSULTANT'S REPRESENTATIVE** |  |  |  |  |  |  |  |  |
| **QUALITY MANAGER** |  |  |  |  |  |  |  |  |
| **ESD AND WOL MANAGER** |  |  |  |  |  |  |  |  |
| ***[OTHER ROLES]*** |  |  |  |  |  |  |  |  |
| ***[OTHER ROLES]*** |  |  |  |  |  |  |  |  |

* 1. The Consultant acknowledges and agrees that this minimum resource schedule does not limit the scope of the Services and is included to provide the Commonwealth with an assurance as to the minimum level of resources which the Consultant will make available to perform the Services in the Delivery Phase. It does not derogate from the Consultant's responsibility to supply additional resources, if required, to ensure performance of the Services in accordance with the Contract.

1. **Next Steps** 
   1. The Consultant is requested to sign these Delivery Phase Agreement Minutes and return them to the Contract Administrator by no later than ***[INSERT DATE AND TIME]***.

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***[INSERT CONTRACT ADMINISTRATOR'S SIGNATURE]***

***[INSERT DATE]***

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** for and on behalf of the**Commonwealth of Australia** in the presence of: |  |  |  |
|  |  |  |  |
| Signature of Witness |  |  | Signature of Authorised Officer |
|  |  |  |  |
| Name of Witness in full |  |  | Name of Authorised Officer in full |

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** for and on behalf of the **Consultant** by its authorised signatory in the presence of: |  |  |  |
|  |  |  |  |
| Signature of witness |  |  | Signature of authorised signatory |
|  |  |  |  |
| Full name of witness |  |  | Full name of authorised signatory |