



Department of Jobs, Precincts and Regions

Agreement for Professional Services

Cleaning Services at Hotel Quarantine Sites

THE STATE OF VICTORIA
as represented by its
DEPARTMENT OF JOBS, PRECINCTS AND REGIONS

AND

IKON SERVICES AUSTRALIA PTY LTD



Department of Jobs, Precincts and Regions
Agreement for Professional Services

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PARTS OF THIS AGREEMENT

This Agreement is made up of the following parts:

- Terms and Conditions
- Schedule 1- Agreement Details
- Schedule 2- Services
- Schedule 3- Payment Terms
- Annexure A- Services Brief

PARTIES

This Agreement is made between and binds the following parties:

The Crown in right of the State of Victoria (**State**) as represented by its Department of Jobs, Precincts and Regions (**Department**).

AND

The service provider as described in Schedule 1 (Agreement Details) to this Agreement (**Service Provider**).

BACKGROUND

- A. The Service Provider, at the request of the Department, has agreed to provide the Services to the Department.
- B. The Department has agreed to engage the Service Provider to provide the Services subject to the terms of this Agreement.
- C. This Agreement is legally binding upon the Service Provider and the Department.

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context requires otherwise:

Agreement means this agreement and include the schedules and any annexures to it or documents incorporated by reference;

Code of Practice means a code of practice as defined in, and approved under, the Privacy and Data Protection Act 2014 (Vic);

Commencement Date means the date, if any, set out in Schedule 1 (Agreement Details);

Completion Date means the date set out in Schedule 1 (Agreement Details) as may be extended by the Department under clause 3;

Contract Intellectual Property means any and all Intellectual Property Rights incorporated or comprised in any materials created by or on behalf of the Service Provider in the course of providing the Services but does not include the Service Provider's internal working documents;

Contract Publishing System means the system of the Victorian Government for publication of details of contracts entered into by Victorian Government departments, bodies and agencies, including any replacement or amended system;

Data means all data, information, text, drawings, statistics, analysis, datasets or databases and other materials embodied in any form which is:

- (a) supplied by or on behalf of the Department in connection with this Agreement (**Input Data**); or
- (b) generated, placed, stored, processed, retrieved, printed, accessed or produced utilising the Input Data, the Services, or the deliverables;

Department's Representative means the person set out in Schedule 1 (Agreement Details) or the person from time to time acting in his or her position or nominee in his or her absence as the representative of the Department for the purposes of this Agreement;

Fees means the moneys to be paid to the Service Provider in consideration for performance of the Services as designated in Schedule 3 (Payment Terms);

GST means any tax imposed under the GST Law and includes GST within the meaning of the *GST Act*;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) as amended;

GST Law means the GST Law as defined in the *GST Act* and includes any Act of the Parliament of Australia that imposes or deals with GST;

Health Privacy Principles means the principles so identified and set out in the *Health Records Act 2001* (Vic);

IBAC means the commission established under the *Independent Broad-based Anti-corruption Commission Act 2011* (Vic) and includes any other organisation that may, from time to time, perform the functions of the commission;

Information Privacy Principles means the principles so identified and set out in the *Privacy and Data Protection Act 2014* (Vic);

Intellectual Property Rights includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

Laws means:

- (a) the law in force in the State and the Commonwealth of Australia, including common law, legislation and subordinate legislation; and
- (b) ordinances, regulations and by-laws of relevant government, semi-government or local authorities;

Personnel of a party includes the officers, employees, agents, contractors and sub-contractors of that party;



Protective Data Security Standard means any standard issued under Part 4 of the Privacy and Data Protection Act 2014 (Vic);

Pre-Existing Intellectual Property means any and all Intellectual Property Rights in any works, items or systems which are the property of the Service Provider and which existed in substantially the same form and with substantially the same contents prior to the commencement of the provision of the Services;

Report means a report detailing any information reasonably required by the Department, in the form set out in Schedule 2 to this Agreement, or as otherwise directed by the Department;

Required Insurances means each of the insurances, if any, described in Schedule 1 (Agreement Details);

Scope means the number of rooms that will be cleaned, in accordance with this Agreement, at each Site;

Site means a location where the Services will be performed, as notified by the Department;

Services means the services described in Schedule 2 (Services);

Service Provider's Representative means the person set out in Schedule 1 (Agreement Details) as the representative of the Service Provider for the purposes of this Agreement;

Supplier Code of Conduct means the Code of Conduct issued by the Victorian Government for suppliers providing goods or services to the Victorian Government (as amended from time to time);

Tax Invoice has the same meaning as in the *GST Act*;

Term means period from the Commencement Date until the Completion Date as may be extended by the Department under clause 3;

Victorian Public Entity means:

- (a) a public sector body as defined in section 4 of the *Public Administration Act 2004* (Vic);
- (b) a statutory corporation, a State owned company, a State body or a State business corporation as those terms are defined in the *State Owned Enterprises Act 1992* (Vic);
- (c) a "Council" as defined in the *Local Government Act 1989* (Vic); or
- (d) an entity which receives the majority of its funding from any of the entities listed in paragraphs (a) to (c) or any entity under the control of any of the entities listed in paragraphs (a) to (c); and

VPSC Code of Conduct means the Code of Conduct for Victorian Public Sector Employees 2015, unless the Services are services of a kind usually provided by directors of Victorian Public Entities, in which case it means the Code of Conduct for Directors of Victorian Public Entities 2016 (each as issued by the Victorian Public Sector Commission pursuant to section 61 of the *Public Administration Act 2004* (Vic) and as amended or replaced from time to time.)

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) words denoting the singular include the plural and vice versa;
- (b) words denoting one gender (including neutral pronouns) include the others;
- (c) "dollars" or "\$" is a reference to the lawful currency of Australia;
- (d) the words "include", "includes" or "including" are to be read as if followed by the words "without limitation";
- (e) words denoting persons include a partnership and a body whether corporate or otherwise;
- (f) references to a recital, clause, schedule or annexure is a reference to a recital, clause, schedule or annexure to this Agreement;
- (g) a cross-reference to a clause number is a reference to all its sub-clauses;
- (h) the annexures and schedules to this Agreement and any documents included by reference in this Agreement must be incorporated into and be read and construed as part of this Agreement;
- (i) if a word is defined, other parts of speech and grammatical forms have corresponding meanings;
- (j) "document" has the same meaning as given in the *Evidence Act 1958* (Vic) as amended from time to time;
- (k) references to a party to this Agreement includes the executors, administrators, successors and permitted assigns of that party;
- (l) if a party to this Agreement consists of more than one person those persons must be jointly and severally bound under this Agreement;
- (m) any remedy, power or entitlement given to the Department in any clause of this Agreement is in addition to any remedy, power or entitlement which the Department may have under any other clause or clauses of this Agreement or under any Law;
- (n) clause headings are for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (o) in the interpretation of these terms, no rule of construction will apply to a clause to the disadvantage a party because that party put forward the clause or any part of that clause or would otherwise benefit from it; and
- (p) any ambiguity or inconsistency in the documents comprising this Agreement must be referred to the Department's Representative who will determine the interpretation that prevails.

1.3 Precedence of documents

To the extent of any inconsistency, the documents comprising this Agreement must be read in the following order of precedence:

- (a) these terms and conditions;
- (b) Schedule 1 (Agreement Details);
- (c) Schedule 2 (Services);
- (d) Schedule 3 (Payment Terms);

- (e) Annexure A (Services Brief); and
- (f) the remaining Schedules and Annexures to this Agreement.

2. SERVICES

- 2.1 The Service Provider must provide the Services to the Department on a non-exclusive basis, in accordance with the terms of this Agreement and any reasonable directions given by the Department from time to time.
- 2.2 In performing its obligations under this Agreement, the Service Provider must:
 - (a) provide the Services in a timely and efficient manner exercising due care, skill and judgement and at all times act in accordance with professional principles and the standards of a competent professional provider of services similar to the Services;
 - (b) promptly notify the Department as soon as it becomes aware of any delay or possible delay in providing the Services in accordance with this Agreement;
 - (c) ensure that the Services are adequate and suitable for the purposes for which they are required; and
 - (d) use appropriately skilled and qualified Personnel to provide the Services.

3. TERM

- 3.1 Subject to the provisions of this Agreement the Service Provider must:
 - (a) commence the Services by the Commencement Date and complete the Services by the Completion Date; and
 - (b) submit all reports and complete the particular tasks which constitute part of the Services on or before any dates specified in this Agreement for submission of reports or completion of tasks.
- 3.2 The Department may, in its absolute discretion, extend the dates for the submission of reports or the completion of tasks.
- 3.3 The Department may in its absolute discretion, by notice in writing to the Service Provider, extend the Completion Date.
- 3.4 Unless otherwise agreed in writing by the Department, an extension to the dates for submission of reports or the completion of tasks, or the Completion Date under this clause 3 will not entitle the Service Provider to claim an adjustment to the Fees or relieve the Service Provider of its obligations under this Agreement.

4. Scope and approval of Services

- 4.1 Prior to the Service Provider delivering the Services at any particular Site, the Department must approve in writing the Scope of Services for that Site.



- 4.2 The Department may at any time increase or decrease the Scope of the Services at its absolute discretion and any changes in Scope proposed by the Service Provider must be preapproved by the Department in writing.
- 4.3 The Department will only pay for Services that it has approved in accordance with clauses 4.1 and 4.2.
- 4.4 The Service Provider must provide a Report to the Department in relation to the Services provided at each Site whenever there is a change in Scope and as and when requested by the Department.

5. PAYMENT

- 5.1 In consideration of the performance by the Service Provider of its obligations arising under this Agreement, and subject to:
- (a) the Department being satisfied with the manner in which the Services are being provided; and
 - (b) the Services having been approved by the Department in accordance with clause 4;

the Department will pay the Fees to the Service Provider for the Services in accordance with the terms set out in Schedule 3 (Payment Terms).

- 5.2 Unless expressly provided otherwise in Schedule 3 (Payment Terms), the Fees are inclusive of GST (if any) and of all costs and expenses that may be incurred by the Service Provider, whether foreseen or unforeseen including insurance, duties, imposts and taxes.
- 5.3 Invoices must comply with the requirements of the GST Law (as a Tax Invoice) and must, unless inconsistent with the GST Law, specify:
- (a) the name of the Department's Representative and the Department's reference number;
 - (b) the Fees due to the Service Provider and the basis for their calculation;
 - (c) the amount of any GST paid or payable by the Service Provider with respect to the Fees;
 - (d) the date of delivery of the Services to which the invoice relates;
 - (e) a description (including quantity where relevant) of the Services delivered;
 - (f) if a discount is applicable, the discounted price; and
 - (g) the Service Provider's address for payment.
- 5.4 Payment of an invoice is not:
- (a) evidence or an admission that the Services have been provided in accordance with the Agreement;
 - (b) evidence of the value of the Services;

- (c) an admission that the Services invoiced were satisfactorily performed or the expenses reimbursed properly incurred;
 - (d) an admission of liability; or
 - (e) acceptance or approval of the Service Provider's performance,
- but must be taken only as a payment on account.
- 5.5 The Department may set off against any sum owing to the Service Provider any amount owing by the Service Provider to the Department.
- 5.6 The Department will, on receipt of a written notice from the Service Provider, to be clearly headed "Fair Payments Policy – Penalty Interest Claim", pay simple interest on any Overdue Amount (for the period from the date of receipt of the notice until the date of payment) at the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).
- 5.7 For the purposes of clauses 5.6 and 24.5, "Overdue Amount" means an amount (subject to clauses 5.5 and 5.8) that has been outstanding for more than thirty (30) days from the date of receipt by the Department of the Tax Invoice properly rendered by the Service Provider and:
- (a) that is due and owing under that invoice; and
 - (b) that is not disputed by the Department within thirty (30) days of the receipt of the invoice. A dispute of an invoice under this clause may relate to:
 - (i) the amount owing; or
 - (ii) the adequacy of the Services provided for which payment has been sought.
- 5.8 The Department will, from the date of resolution of any dispute for which payment has been delayed under clause 5.7(b), have a further thirty (30) days in which to pay the amount agreed or determined to be owing to the Service Provider, after which time, such amount will be deemed to be an "Overdue Amount for the purposes of clause 5.6 and the Service Provider may serve a notice to the Department in accordance with clause 5.6.
- 5.9 No interest will be payable under clause 5.6 unless the written notice is received by the Department within thirty (30) days from the expiration of the thirty (30) day period stated in clause 5.7.
- 5.10 The Service Provider's written notice under clause 5.6 must be addressed and delivered in accordance with the provisions of clause 28 of this Agreement to the Department's Representative.
- 5.11 Sub-clauses 5.6, 5.7, 5.8, 5.9 and 5.10, apply only if:
- (a) the Victorian Government Fair Payments Policy is applicable to this Agreement;
 - (b) the Fees do not exceed \$3,000,000; and

- (c) the *Building and Construction Industry Security of Payment Act 2002* (Vic) is not applicable to this Agreement.

6. Equipment

- 6.1 The Service Provider must provide any and all equipment necessary for the performance and maintenance (where appropriate) of the Services and its obligations under this Agreement, including all necessary personal protective equipment to be worn by Service Provider Personnel in accordance with the relevant public health standards including but not limited to in relation to COVID-19.

7. Service Provider Personnel training

- 7.1 The Service Provider acknowledges and agrees that it and its Personnel, while delivering the Services, are likely to come into contact with people and/or surfaces who have or may potentially have COVID-19.

- 7.2 The Service Provider must (at its cost) and will be responsible for ensuring that before the Service Provider's Personnel perform the Services they receive:

- (a) adequate training in security, workplace health and safety, customer service and risk management, including but not limited to, in relation to COVID-19;
- (b) and meet all relevant safety induction requirements for the Sites; and
- (c) and complete (in addition to the above) the Australian Government Department of Health COVID-19 infection control training module, or any and all other COVID-19 awareness training as directed by the Department,

and the Service Provider must ensure that quality management systems, which at a minimum include consideration of the issues listed above, are maintained during the term of the Agreement.

8. Replacement of Service Provider Personnel

- 8.1 The Service Provider must remove any of its Personnel from the provision of Services at a given Site, or generally, if directed to do so in writing by the Department. The Department may make such direction if the relevant individual:

- (a) has been involved in any illegal conduct, or has consistently breached policies, procedures and guidelines applicable to the Site or locations at which he or she provides the Services;
- (b) in the reasonable opinion of the Department:
 - a. is or has become incapable of efficiently performing his or her duties;
 - b. is not, or becomes a person who is not, suitable to be involved in the provision of the Services, either at the relevant Site or generally; or

- c. is or becomes a person whom it would not be in the public interest for the Service Provider or the Department to engage or be associated with; or
 - d. has, or becomes likely to acquire, a criminal record.
- 8.2 Where the Department makes a direction for reasons specified in the above sub-clause, such direction will contain particulars of such reasons, but, unless there is manifest error, such particulars may not be disputed or challenged by the Service Provider, and the direction is legally binding. Subject to clause 8.3, the Service Provider must make such adjustments or amendments to its Personnel delivering the Services to reflect the Department's direction.
- 8.3 If an individual is the subject of a direction made by the Department under clause 8.1, the Service Provider must procure that such individual departs the Site(s) at which he or she is providing Services that are the subject of that direction, and does not return to such Site(s), unless he or she has the Department's written consent to do so.

9. Business continuity plan

- 9.1 The Service Provider must have a business continuity plan in place that includes:
 - 9.1.1 contingency arrangements should any Service Provider Personnel become unavailable during the provision of the Services, including in accordance with clause 8; and
 - 9.1.2 consideration of occupational health and safety for all Service Provider Personnel, if there is exposure or infection of COVID-19.

10. Drug and alcohol testing

- 10.1 The Department may require that Service Provider Personnel agree to submit to drug and/or alcohol testing.
- 10.2 The Service Provider will ensure that all Service Provider Personnel have consented to such testing. To the extent that Service Provider Personnel have not consented to testing, the Service Provider must not allow those Service Provider Personnel to be involved in performing Services.

11. REPRESENTATIVES

- 11.1 The Department appoints the Department's Representative, as the person with whom the Service Provider or the Service Provider's Representative is to consult at all times and whose instructions, requests and decisions are, subject to clause 11.2, binding upon the State as to all matters pertaining to this Agreement.
- 11.2 The powers and functions of the Department under clauses 13.3, 14.3(b), 23.1, 24.2, 29.4, 29.5 and 29.6 must be carried out by the relevant Minister, the signatory to this Agreement for the Department or person acting in the equivalent position to the signatory or any person senior in line management.
- 11.3 The Service Provider appoints the Service Provider's Representative as the person with whom the Department or the Department's Representative is to



consult at all times and whose decisions are binding upon the Service Provider as to all matters pertaining to this Agreement.

12. REVIEW AND CONSULTATION

12.1 The Service Provider must:

- (a) supply to the Department such documents and information with respect to the progress of the Services as it may from time to time require;
- (b) provide the Department such information reasonably required for supervising or reviewing the provision of the Services;
- (c) co-operate with the Department, its employees, subcontractors and agents in relation to the provision of the Services; and
- (d) co-operate with other persons authorised by the State to carry out work or assist in any way in connection with the Services.

12.2 Nothing in clause 12.1 limits the Service Provider's obligations under this Agreement.

13. PERSONAL SERVICES

13.1 If the Department and the Service Provider have agreed in writing (as set out in this Agreement or otherwise) that some or all of the Services are to be performed by a specified person or persons, then:

- (a) the Service Provider must ensure that the Services or that part of the Services is performed by the person or persons specified; and
- (b) the Service Provider may only remove or replace such persons with the consent of the Department which will not be unreasonably withheld.

13.2 The Department reserves the right to require the removal or replacement at any time on fourteen (14) days' notice without giving any reason, of any person working for or provided by the Service Provider who, in the reasonable opinion of the Department, does not perform in a satisfactory manner or is otherwise considered unacceptable. Such removal or replacement in accordance with this clause or any withholding of approval by the Department of the Service Provider's proposed replacement personnel must not limit the Service Provider's obligations under this Agreement.

13.3 If the Service Provider, pursuant to exercising its right under clause 13.1(b), is unable to provide replacement personnel reasonably acceptable to the Department within sufficient time to enable the Service Provider to complete the Services as provided for by this Agreement, then the Department may terminate the Agreement upon seven (7) days written notice whereupon clauses 24.3 and 24.4 will apply.

14. CONFLICT OF INTEREST

14.1 The Service Provider warrants that to the best of its knowledge and belief having made all diligent inquiries, no conflict of interest exists in relation to this Agreement or is likely to arise during the Term.

- 14.2 The Service Provider must promptly inform the Department of any matter connected with this Agreement that may give rise to an actual or potential conflict of interest at any time during the Term.
- 14.3 Should the Service Provider inform the Department of an actual or potential conflict of interest or the Department otherwise becomes aware of an actual or potential conflict of interest, the Department may:
- (a) by written notice to the Service Provider, seek the prompt removal of that conflict with the failure to do so constituting a breach of this Agreement; and/or
 - (b) immediately terminate this Agreement by notice in writing, whereupon the provisions of clauses 24.3 and 24.4, will apply.
- 14.4 Information provided by the Service Provider under clause 14.2 will be treated as commercial-in-confidence by the Department.

15. CONFIDENTIALITY

- 15.1 The Service Provider must not communicate, publish or release or permit the communication, publication or release of any information, data or document acquired, collated or developed for or in connection with the Services except:
- (a) to the Department;
 - (b) for the purpose of or in connection with the performance of the Service Provider's obligations pursuant to the terms of this Agreement;
 - (c) to the Service Provider's lawyers or other professional advisers that are under a duty of confidentiality;
 - (d) where the information disclosed is already in the public domain other than due to a breach of this Agreement; or
 - (e) where the disclosure is required by Law.
- 15.2 The Service Provider must, if requested by the Department, procure from the persons employed or engaged by it to perform the Services a like undertaking of confidentiality to that contained in clause 15.1.
- 15.3 Where in the conduct of, or for the purposes of, the Services the Service Provider desires to engage the services of another party, not being an employee or agent of the Service Provider, and it is necessary for the purposes of that engagement to disclose information the subject of clause 15.1 to that other party, no such disclosure may be made unless:
- (a) that other party undertakes to the Department that it will maintain the confidentiality of the information in like terms to that required by clause 15.1; and
 - (b) the consent in writing of the Department is first obtained.
- 15.4 The Service Provider will be responsible for and must take all reasonable measures to ensure the security of the information referred to in clause 15.1 for so long as that information is or should properly be within its control, and in so doing must ensure that at all times it is protected from access, use or

misuse, damage or destruction by any person not authorised by this Agreement to have access to that information.

- 15.5 On or before the expiry of the Term, the Service Provider if so directed by the Department must subject to clause 15.6:
- (a) deliver to the Department all information, documents and other material received from or through the Department;
 - (b) delete and render irrecoverable any form of electronic or other record and information or program and shred and dispose of all documents and materials whether original or copy that were created, collected or otherwise received in the course of this Agreement or pursuant to its terms and which contain:
 - (i) details relating to the formulation of government policy or otherwise in relation to the deliberative processes involved in the functions of the Department or State Government agency or Minister;
 - (ii) details regarding the personal affairs of any person;
 - (iii) details regarding the commercial operations of the Department, State or other entity;
 - (iv) information relating to litigation, a dispute or potential litigation or dispute;
 - (v) information conveyed in confidence or which by its nature would reasonably be regarded as confidential; or
 - (vi) any information that would be exempt from release (if in the possession of the Department) within the meaning of the *Freedom of Information Act 1982* (Vic).
- 15.6 The Service Provider may, for its own internal purposes, retain its internal working documents prepared in connection with the Services and a copy of the reports, advice and other deliverables provided to the Department in accordance with this Agreement, subject to maintaining the confidentiality obligations set out in this clause 15.
- 15.7 The Service Provider consents to the Department publishing or otherwise making available information in relation to the Service Provider (and the provision of Services):
- 15.7.1 as may be required to comply with the Contract Publishing System;
 - 15.7.2 to other Victorian Public Entities or Ministers of the State regarding the use of the Services;
 - 15.7.3 to any public sector agency (or the State, any other state or territory or the Commonwealth) for the purposes of benchmarking, provided that it will not identify the Service Provider;

15.7.4 to the office of the Auditor General appointed under section 94A of the *Constitution Act 1975 (Vic)* or the ombudsman appointed under the *Ombudsman Act 1973 (Vic)*;

15.7.5 to comply with the Law, including the *Freedom of Information Act 1982 (Vic)*; or

15.7.6 to IBAC.

16. INTELLECTUAL PROPERTY AND MORAL RIGHTS

16.1 The Service Provider warrants to the Department that it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the provision of the Services. The Service Provider further warrants that it has the authority to sub-licence the Contract Intellectual Property, including any third party Intellectual Property Rights which may be used in connection with the provision of the Services.

16.2 Subject to clause 16.5, the ownership of any Contract Intellectual Property shall vest in the Service Provider upon the time of its creation. The Service Provider hereby irrevocably and unconditionally grants to the Department, free of additional charge, a non-exclusive, worldwide, perpetual, transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, publish, distribute and communicate any Contract Intellectual Property for any purpose of the State except commercial exploitation.

16.3 Subject to clause 16.4, the Service Provider hereby irrevocably and unconditionally grants to the Department, free of additional charge, a non-exclusive, worldwide licence to use any Pre-Existing Intellectual Property to the extent that such Pre-Existing Intellectual Property forms part of or is integral to, any works or other item created by the Service Provider for the Department in connection with the provision of the Services under this Agreement or the creation of any Contract Intellectual Property.

16.4 The licence granted to the Department in clause 16.3 is limited to use of the relevant Pre-Existing Intellectual Property by the Department for the purposes of the State.

16.5 The ownership of Data, including any Intellectual Property Rights in the Data, shall vest in the Department upon the time of its creation. The Service Provider must only use the Data to the extent necessary to perform its obligations under this Agreement.

16.6 The Service Provider warrants that it will use its best endeavours to procure a written consent from all necessary authors to the Department exercising its rights in the Data, Pre-Existing Intellectual Property or Contract Intellectual Property in a manner that, but for the consent, would otherwise infringe the moral rights of those authors.

17. NEGATION OF EMPLOYMENT

17.1 The Service Provider is engaged as an independent contractor and nothing in this Agreement will be deemed to constitute the Service Provider as an agent or employee of the Department, and the Service Provider will not have any authority to incur and must not incur any obligation or make or purport to

make any representation on behalf of the Department except with the express written instructions of the Department.

- 17.2 The Service Provider is responsible for all matters requisite as employer or otherwise in relation to any employees, contractors, subcontractors, agents and other third parties who are engaged by the Service Provider.

18. INDEMNITY AND RELEASE

- 18.1 The Service Provider releases and indemnifies, and will at all times keep the Department and each of its Personnel indemnified, against any liability, loss, damages, cost or expense (including legal and settlement costs determined on a full indemnity basis) incurred by the Department arising out of, or in any way connected with:

- (a) personal injury, including sickness and death;
- (b) any threatening behaviour experienced by the Service Provider's Personnel while carrying out the Services;
- (c) property damage;
- (d) the loss or corruption of Data; or
- (e) third party claims;

caused, contributed to or brought about by an act or omission of the Service Provider or any of its Personnel, including without limitation:

- (f) wilful misconduct;
- (g) a negligent or unlawful act or omission;
- (h) fraud;
- (i) a breach of Data security or physical security;
- (j) a breach of this Agreement;
- (k) a breach of an obligation of confidence or privacy (whether arising under this Agreement or otherwise); or
- (l) an infringement or alleged infringement of the Intellectual Property Rights or other rights of a third party.

- 18.2 The Service Provider's liability to indemnify the Department under clause 18.1 is reduced to the extent that any wilful, unlawful or negligent act or omission of the Department or its Personnel contributed to the liability, loss, damage, cost or expense.

19. RECORDS

- 19.1 The Service Provider must, for a period of seven (7) years after the Services have been completed:

- (a) institute and maintain proper books of account and operating records necessary to afford a correct record and explanation of all claims for

payment made by the Service Provider under this Agreement and all expenditure by the Service Provider of moneys received by it from the Department under this Agreement; and

- (b) permit the Department's Representative or any person authorised by the Department access at all reasonable times to:
 - (i) all relevant operating records necessary to establish that all claims for payment made by the Service Provider and all moneys paid to the Service Provider under the terms of this Agreement are or have been properly accounted for; and
 - (ii) any documents produced in connection with the Services.

19.2 The Service Provider must cooperate with any person referred to in clause 19.1(b) to ensure an effective review and/or inspection can be conducted and must provide any information in the possession or control of the Service Provider reasonably sought by such person concerning the performance of the Services.

20. COMPLIANCE WITH LAWS AND POLICIES

20.1 The Service Provider must observe all Laws and such relevant State Government policies as may be notified by the Department to the Service Provider, including without limitation all laws affecting or applicable to the provision of the Services by the Service Provider and the "Local Jobs First Policy" (if applicable).

20.2 If the Service Provider is performing functions and duties on behalf of the Department, and the Service Provider or any of its employees, contractors, subcontractors or agents are based at the Department's premises, the Service Provider must (and must ensure that its Personnel), throughout the Term, observe the VPSC Code of Conduct and such other relevant State Government policies as may be notified by the Department to the Service Provider, and comply with any lawful directions of the Department or its Personnel.

20.3 The Service Provider acknowledges that the Department requires continuity in the provision of the Services throughout the Term. The Service Provider must maintain all reasonable business continuity management measures to ensure continuity of the Services. If requested by the Department, the Service Provider must demonstrate the measures implemented by the Service Provider to ensure continuity of the Services including promptly providing a copy of the Service Provider's business continuity plan, disaster recovery plan and any other relevant documents.

21. PRIVACY AND DATA PROTECTION

21.1 The Service Provider acknowledges and agrees that it will be bound by the Information Privacy Principles, Health Privacy Principles and/or any applicable code of practice as the Department may have approved under the *Privacy and Data Protection Act 2014 (Vic)* (together the **Privacy Obligations**) with respect to any act done or practice engaged in by the Service Provider for the purposes of this Agreement in the same way and to the same extent as the Department would have been bound by the Privacy

Obligations in respect of that act or practice had it been directly done or engaged in by the Department.

- 21.2 The Service Provider agrees that it will keep confidential any Personal Information (as defined in the *Privacy and Data Protection Act 2014*) or Health Information (as defined in the *Health Records Act 2001*) that comes into its possession or the possession of its Personnel.
- 21.3 The Service Provider must, on request of the Department, ensure that any or all of its Personnel complete a personal undertaking relating to confidentiality, in a form provided by the Department.
- 21.4 The Service Provider acknowledges and agrees that it will be bound by the Protective Data Security Standards and will not do any act or engage in any practice that contravenes a Protective Data Security Standard in respect of any Data collected, held, used, managed, disclosed or transferred by the Service Provider, on behalf of the Department, under or in connection with this Agreement.

22. SUPPLIER CODE OF CONDUCT

- 22.1 The Service Provider acknowledges that:
- (a) the Supplier Code of Conduct is an important part of the State's approach to procurement and describes the State's minimum expectations regarding the conduct of its suppliers;
 - (b) it has read and aspires to comply with the Supplier Code of Conduct; and
 - (c) the expectations set out in the Supplier Code of Conduct are not intended to reduce, alter or supersede any other obligations which may be imposed on the Service Provider, whether under this Agreement or at Law.

23. TERMINATION FOR CONVENIENCE

- 23.1 The Department may at any time, upon giving seven (7) days' notice in writing to the Service Provider, terminate the Agreement or reduce the scope of Services to be provided under this Agreement.
- 23.2 If the Department has served a notice under clause 23.1:
- (d) the Service Provider must cease work according to the notice and must immediately do everything possible to mitigate any losses; and
 - (e) the Department will only be liable to pay the Service Provider for:
 - (i) the Services carried out prior to the date of termination; and
 - (ii) an amount equal to the unavoidable and substantiated costs incurred by the Service Provider as a direct result of the termination and which the Department assesses as fair and reasonable to cover the reasonable actual costs incurred or committed by the Service Provider (as a binding legal contractual commitment) prior to the date of the notice to terminate,



provided always that the Service Provider will not be entitled to any other compensation whatsoever in respect of the termination of this Agreement, including for loss of prospective profits or income foregone whether with respect to the Services under this Agreement or otherwise.

- 23.3 The total of all moneys payable by the Department to the Service Provider (pursuant to clause 23.2 or otherwise in connection with this Agreement or the Services) must not exceed the full Fees that would have applied to the Services as provided in Schedule 3 (Payment Terms).
- 23.4 If the Department has served a notice pursuant to clause 23.1, the Service Provider must, on demand by the Department, repay to the Department such monies advanced or paid to the Service Provider in respect of which at the date of such notice, the Service Provider has not yet performed the Services.
- 23.5 On termination of this Agreement the Service Provider must within seven (7) days after receipt of a request by the Department, deliver to the Department all the documents and other material produced by the Service Provider in connection with the Agreement subject to the Service Provider's right to retain working papers as set out in clause 15.6.

24. TERMINATION FOR BREACH

- 24.1 If the Service Provider commits a breach of this Agreement, whether by failing to perform any part of the Services, failing to comply with any requirement or condition of this Agreement or otherwise, the Department must, before exercising any rights the Department may have under this Agreement or otherwise in respect of such a breach, give written notice to the Service Provider specifying the breach and directing its rectification in the period specified in the notice, not being a period less than fourteen (14) days from the date of service of the notice.
- 24.2 The Department may immediately terminate this Agreement or any part of it by notice in writing to the Service Provider if the Service Provider or any of its Personnel involved in the provision of the Services:
- (a) fails to rectify the breach within the period specified in the notice issued under clause 24.1; or
 - (b) commits a material breach of this Agreement and in the reasonable opinion of the Department such breach cannot be remedied; or
 - (c) commits fraud, is dishonest or engages in any other serious misconduct; or
 - (d) commits any act or does anything that may be prejudicial or otherwise detrimental to the reputation of the State; or
 - (e) being a partnership, company or other composite body undergoes a change in its structure which, in the reasonable opinion of the Department, limits the capacity of the Service Provider to provide Services or precludes the Service Provider from carrying out its obligations and duties under this Agreement; or
 - (f) goes into liquidation or a receiver and manager or mortgagee's or chargee's agent is appointed or becomes subject to any form of

insolvency administration or arrangement, or in the case of an individual, becomes bankrupt or enters into a scheme or arrangement with creditors.

- 24.3 Any termination by the Department of the Agreement pursuant to clauses 13.3, 14.3(b) or 24.2 is without prejudice to any other right of the Department, and without liability to pay damages, compensation or any other termination payment other than money properly due to the Service Provider for work performed or Services provided under the Agreement before the termination. In the event of termination under any of those clauses:
- (a) the Service Provider must repay moneys in accordance with clause 23.4 and return documentation and materials in accordance with clauses 23.5 and 15.5; and
 - (b) the Department may withhold payment of Fees that may be payable to the Service Provider pending completion of the Services by some other contractor or persons.
- 24.4 Should the Department incur an additional expense as a result of any breach of this Agreement by the Service Provider, including any expense involved in performing or completing the Services either by the Department or any other party, the amount of such additional expense, together with any other loss sustained by the Department will be a debt due from the Service Provider to the Department and, without prejudice to any other right of the Department, may be deducted from any Fees outstanding to the Service Provider.
- 24.5 If the Department fails to pay any Overdue Amount as defined in clause 5.6 of this Agreement, the Service Provider may:
- (a) issue a demand to the Department clearly stating that the amount has been overdue for a period for at least 30 days; and
 - (b) if the amount due has not been paid within 14 days of service of the Service Provider's demand, terminate this Agreement on 30 days' written notice to the Department.
- 24.6 In the event of termination under clause 24.5, the Service Provider must repay moneys in accordance with clause 23.4 and return documentation and materials in accordance with clauses 23.5 and 15.5 of this Agreement.

25. DISPUTE

- 25.1 If either the Department or the Service Provider considers that there is a dispute or difference arising out of or relating to this Agreement (**Dispute**) the parties may adopt the procedure set out in this clause to resolve the Dispute. Notwithstanding the provisions in this clause, if the Services have not yet been completed, the Service Provider must at all times proceed to complete the Services and perform its obligations without delay.
- 25.2 If the parties agree to adopt the procedures set out in this clause, either party within twenty-eight (28) days of the Dispute arising must send a notice to the other party specifying the detailed particulars of the matters in Dispute and its proposal for their resolution (**Dispute Notice**).

- 25.3 The Department's Representative (or other person authorised by the Department) and the Service Provider (or its Representative) must meet personally within two (2) working days (or other such period as agreed) after service of the Dispute Notice to attempt to resolve the Dispute on a basis consistent with a wish to retain a long term relationship between the parties.
- 25.4 If the parties are unable to resolve the Dispute within three (3) working days of the meeting referred to in clause 25.3 (or such longer period as may be agreed) the Dispute may, by agreement of the parties, be referred to mediation.
- 25.5 If the parties have agreed to mediation but are unable to agree on the appointment of a mediator (**Mediator**), the Mediator must be appointed by the President of the Law Institute of Victoria.
- 25.6 The Mediator must act as a mediator and not as arbitrator.
- 25.7 Unless otherwise agreed by the parties, the place of resolution of the Dispute will be in Melbourne.
- 25.8 The parties must, unless they agree otherwise, each bear their own costs and must contribute equally to the Mediator's costs.
- 25.9 Neither party may oppose an application for urgent interlocutory relief pending the resolution of a Dispute under this clause 25.

26. SUBCONTRACTORS

- 26.1 The Service Provider must not engage subcontractors to conduct the whole or any part of the Services without the prior written approval of the Department.
- 26.2 If the Department has given written approval and the Service Provider subcontracts the performance of any part of the Services, the Service Provider remains fully responsible for:
- (a) all acts and omissions of its subcontractors as if they were the acts or omissions of the Service Provider; and
 - (b) carrying out the Services and complying with all obligations under this Agreement.

27. INSURANCE

- 27.1 The Service Provider must effect and maintain each of the Required Insurances as set out in Schedule 1 (Agreement Details). The Required Insurances must be with a reputable insurer.
- 27.2 If the Required Insurances includes:
- (a) *professional indemnity insurance*, the Service Provider must maintain the insurance from the date on which it commences the Services until seven (7) years after the Services have been completed or other period as may be accepted by the Department in writing; or

- (b) *public liability insurance*, the Service Provider must maintain the insurance for the duration of the period in which the Services are provided.

27.3 Upon request by the Department from time to time, the Service Provider must provide proof, by way of certificates of currency or other form as may be agreed by the Department, that the Required Insurances have been effected and maintained.

28. NOTICES

28.1 Any notice required by or permitted under this Agreement will be deemed to be duly served if delivered to:

(a) the Department at its address for service as set out in Schedule 1 (Agreement Details) or such other address as is notified in writing by the Department.

(b) the Service Provider at its address for service as set out in Schedule 1 (Agreement Details) or such other address as is notified in writing by the Service Provider to the Department.

28.2 Notices may be delivered by hand, by prepaid mail, or by facsimile or electronic mail and will be deemed to be duly served:

(a) if delivered by hand, at the time of delivery;

(b) if sent by post, two business days after the date on which it was posted;

(c) if sent by facsimile transmission, on receipt by the sender of a transmission report from the despatching machine showing the date of transmission, the relevant number of pages, the correct telephone number of the destination facsimile machine and the result of the transmission as satisfactory; and

(d) if sent by email, if the message is correctly addressed and successfully transmitted to that Party's email address, at the time that the sender's computer records that transmission was successful.

29. GENERAL

29.1 **(Applicable Laws)** Nothing in this Agreement is intended to affect or restrict in any way, the rights and obligations of parties under any applicable Laws which the parties are not permitted to contract out of, including the *Professional Standards Act 2003 (Vic)* and the *Building and Construction Industry Security of Payment Act 2002 (Vic)*.

29.2 **(Entire Agreement)** This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. If Annexure B (Service Provider's Proposal) contains terms and conditions that are not a description of the Services or how the Services will be carried out, such terms and conditions will not form part of this Agreement.

29.3 **(Severance)** Each provision of this Agreement (and each part thereof) will, unless the context requires otherwise, be read and construed as a separate

or severable provision so that if any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part thereof, will be severed and the remainder will be read and construed as if the severable provision or part thereof, had never existed.

- 29.4 **(Waiver)** A waiver by one party of a breach of this Agreement does not constitute a waiver in respect of any other breach of this Agreement, and a party's failure to enforce a provision of this Agreement must not be interpreted to mean that the party no longer regards that provision as binding. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
- 29.5 **(Variation)** No agreement or understanding varying or extending this Agreement including the Fees will be legally binding upon either party unless in writing signed by both parties.
- 29.6 **(Assignment)**
- (a) Subject to clause 29.6(b), the Service Provider must not transfer or assign its rights or novate its obligations under this Agreement without the prior written consent of the Department.
 - (b) The Department may, by notice in writing to the Service Provider, assign its rights, transfer its obligations or novate the Agreement to any Victorian Public Entity in the event of any State government restructure or other re-organisation or change in policy.
- 29.7 **(Retrospectivity)** The parties agree that this Agreement will apply to any services in connection with the Services carried out by the Service Provider prior to the execution of this Agreement, as if those services had been carried out under this Agreement.
- 29.8 **(Timely performance)** Time is of the essence in relation to the provision of Services under this Agreement.
- 29.9 **(Counterparts)** This Agreement including any variations may be executed in counterparts. All counterparts together constitute one instrument.
- 29.10 **(Governing Law & Jurisdiction)** This Agreement will be governed by the laws of the State of Victoria and the parties submit themselves to the jurisdiction of the courts in the State of Victoria.
- 29.11 **(Survival)** Each of clauses 1, 15, 16, 17, 18, 19, 21.1, 23.5, 24.3, 24.4, 27.2 and 29 survive the termination or expiry of this Agreement.

Department of Jobs, Precincts and Regions
Agreement for Professional Services (Schedules and Annexures to the Terms and Conditions)

EXECUTION AND DATE

Executed as an agreement.

Date: / /

Executed by)
for and on behalf of the **State of**)
Victoria)

←

in the presence of:

Signed


Name of Witness

Signature of Witness

←

Executed by Ikon Services Australia Pty)
Ltd in accordance with section 127 of)
the *Corporations Act 2001* in the)
presence of)

• GEORGE TOHAN
Print Name of Director/Company
Secretary


Signature of Director/Company
Secretary

←

• _____
Print Name of Director

Signature of Director

←

Department of Jobs, Precincts and Regions
 Agreement for Professional Services (Schedules and Annexures to the Terms and Conditions)

SCHEDULE 1 – AGREEMENT DETAILS

Service Provider Details	Name: Ikon Services Australia Pty Ltd ABN: 25 087 163 120
Service Provider's Representative: (Clause 5.3)	Name: Michael Girgis Phone: [REDACTED]
Service Provider's Address for Service: (Clause 22.1)	Postal address 3-9 Wreckyn St, North Melbourne, 3051 Fax: 9326 8011 Email: info@ikonservices.com.au
Department's Representative: (Clause 5.1)	Name: [REDACTED] Phone: [REDACTED]
Department's Address for Service: (Clause 22.1)	Postal address: 121 Exhibition Street, Melbourne Fax: Not applicable Email: [REDACTED]
Commencement Date: (Clause 3.1)	13 April 2020
Completion Date: (Clause 3.1)	13 July 2020
Further terms (Clause 3.3)	Three (3) terms of one (1) month. The Department can exercise the option periods in its sole and absolute discretion by giving the Service Provider written notice.
Required Insurances: (Clause 21)	1. <i>Professional indemnity insurance</i> in an amount not less than \$5 million per occurrence. 2. <i>Public liability insurance</i> in an amount not less than \$20 million per occurrence.

Department of Jobs, Precincts and Regions
Agreement for Professional Services (Schedules and Annexures to the Terms and Conditions)

SCHEDULE 2 – SERVICES

1. The Service Provider must carry out the Services as described at **Annexure A**.
2. The Service Provider must use the below template (or as amended by the Department) for any Reports required under this Agreement:

Service Provider Report

Hotel:	
Address:	
Start Date:	
Total Number of Rooms Cleaned:	
Notes:	
Total Cost:	

SCHEDULE 3 – PAYMENT TERMS

1. The Fees payable to the Service Provider in respect of the Services will be calculated on the basis set out below and as governed by clauses 4 and 5.
2. The Service Provider is to submit weekly invoices specifying the number of rooms cleaned at each Site and the rate, for approval by the Department's Representative.

Rates Schedule:

Services	Rate per room
Labour cost	
Chemical cost	
Total cost (per room)	

The total Fees payable to the Service Provider under this Agreement must not exceed \$100,000 including GST without the express written approval of the Department.

3. Subject to clauses 4 and 5 of the Agreement and the terms of this Schedule, the Department will pay the Service Provider within thirty (30) days of the submission of each Tax Invoice specifying in detail (to the satisfaction of the Department) the Services which have been performed and the Fees and expenses incurred in accordance with the Agreement. Each Tax Invoice must be provided by the Service Provider on a weekly basis.

ANNEXURE A – SERVICES BRIEF

In response to the state of emergency that has been declared in Victoria due to the COVID-19 pandemic, the State of Victoria has agreed to make accommodation, including hotels (collectively call “Hotels”), available to certain Victorians, for the purpose of self-isolation requirements, including to:

- (g) all travellers returning from overseas to Victoria, for an enforced quarantine period of 14-days; and
- (h) health care and associated workers.

The Service Provider must provide cleaning services (“the Services”) at Hotels as directed by the Department from time to time

The Services must be provided in accordance with this Agreement including but not limited to in accordance with clauses 6 and 7.

The Services will be provided at rooms within the Hotels where the occupier of the room has had a positive confirmation of COVID-19 (“the Rooms”). The Department must preapprove the scope of the Services in accordance with clause 4 of this Agreement.

The Services will include but not be limited to the following Services:

- (e) cleaning, sanitising and disinfecting of the Rooms in accordance with the latest recommended cleaning standards in relation to COVID-19 and any directions provided by the Department;
- (f) ensuring the Rooms are safe for someone else to occupy without being at risk of infection from COVID-19; and
- (g) the use of a fogging machine within each Room to ensure surfaces are free of bacteria and germs.

Provision of Services generally

The Service Provider must cooperate with and regularly liaise with the Department including but not limited to:

- (f) following all reasonable directions made by the Department;
- (g) immediately notifying the Department of any issues in relation to the provision of the Services, including but not limited to anything which may create a risk (including health risk) to any of the Hotel guests or any other person, such as any occupational health and safety incidents, unavailability of the Service Provider’s Personnel, known exposure to or infection of COVID-19 of the Service Provider’s Personnel, or circumstances which cast doubt on the fitness of any of the Service Provider’s Personnel to provide the Services;
- (h) cooperating with any other contractors of any nature engaged by the Department; and
- (i) providing Reports to the Department as and when requested which will include all information reasonably requested by the Department and be in a form notified by the Department.

Room cleaning for COVID 19 passengers

Hotel/s:	Address:	Date:	Total Number of Rooms Cleaned:	Notes:	Service provided	Rooms Cleaned
Crown Promenade	8 Whiteman Street, Southbank	16/04/2020	4		Infectious clean: sanitise and disinfect surfaces, including application of fogging	1493 2184 1896 2177
Crown Metropol	8 Whiteman Street, Southbank	17/04/2020	2	1 x lift car	Infectious clean: sanitise and disinfect surfaces, including application of fogging	1537
Four Points by Sheraton	443 Docklands Drive, Docklands	21/04/2020	8		Infectious clean: sanitise and disinfect surfaces, including application of fogging	420 917 1005 1322 1401 1414 1415 1505
Four Points by Sheraton	443 Docklands Drive, Docklands	22/04/2020	48		Infectious clean: sanitise and disinfect surfaces, including application of fogging	505 512 514 519 522 621 804 805 807 821 827 832 921 923 925 927 1004 1005 1008 1012 1014 1016 1027 1103 1124 1127 1208 1209 1216 12254 1227 1229 1230 1306 1308 1309 1310 1312 1318 1320 1324 1327 1329 1330 1331 1332 1430 1432
Holiday Inn	10-14 Centre Road, Melbourne Airport	23/04/2020	1		Infectious clean: sanitise and disinfect surfaces, including application of fogging	525
ParkRoyal	Arrival Drive, Melbourne Airport	23/04/2020	10		Infectious clean: sanitise and disinfect surfaces, including application of fogging	869 868 866 805 806 807 811 812 821 824
Four Points by Sheraton	443 Docklands Drive, Docklands	28/04/2020	8		Infectious clean: sanitise and disinfect surfaces, including application of fogging	420 917 1005 1322 1401 1414 1415 1505
Pan Pacific Melbourne	2 Convention Centre Pl, South Wharf VIC 3006	29/04/2020	34		Infectious clean: sanitise and disinfect surfaces, including application of fogging	505 512 514 519 522 621 804 805 807 821 827 832 921 923 925 927 831 1004 1005 1008 1012 1014 1016 1027 1103 1124 1127 1208 1209 1216 1225 1227 1229 1230
Crown Metropol	8 Whiteman Street, Southbank	30/04/2020	2		Infectious clean: sanitise and disinfect surfaces, including application of fogging	2657 2656
ParkRoyal	Arrival Drive, Melbourne Airport	4/05/2020	24		Infectious clean: sanitise and disinfect surfaces, including application of fogging	0801, 0803, 0813, 0814, 0819, 0820, 0824, 0826, 0840, 0842, 0843, 0845, 0846, 0847, 0848, 0849, 0850, 0859, 0860, 0863, 0864, 0865, 0866, 0869
ParkRoyal	Arrival Drive, Melbourne Airport	5/05/2020	1	Function Room and Female Toilets	Infectious clean: sanitise and disinfect surfaces, including application of fogging	
Rydges on Swanston	701 Swanston St, Carlton VIC 3053	4/05/2020	21		Infectious clean: sanitise and disinfect surfaces, including application of fogging	201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 101
Rydges on Swanston	702 Swanston St, Carlton VIC 3053	5/05/2020	25		Infectious clean: sanitise and disinfect surfaces, including application of fogging	102 103 105 106 107 108 109 110 111 112 113 114 115 116 119 120 121 123 125 126 127 129 130 132 133
Rydges on Swanston	703 Swanston St, Carlton VIC 3053	6/05/2020	20		Infectious clean: sanitise and disinfect surfaces, including application of fogging	118 121 130 135 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236
Travelodge Hotel	66 Aurora Lane, Docklands. VIC 3008	7/05/2020	2		Infectious clean: sanitise and disinfect surfaces, including application of fogging	528 926
Crown Promenade	8 Whiteman Street, Southbank	7/05/2020	4		Infectious clean: sanitise and disinfect surfaces, including application of fogging	1280 1798 2180 2190
ParkRoyal	Arrival Drive, Melbourne Airport	11/05/2020	20	1 x baby change room with toilet	Infectious clean: sanitise and disinfect surfaces, including application of fogging	0636 0732 0801 0803 0819 0820 0821 0824 0833 0834 0840 0842 0843 0848 0851 0857 0859 0630 0629 0632
ParkRoyal	Arrival Drive, Melbourne Airport	14/05/2020	20		Infectious clean: sanitise and disinfect surfaces, including application of fogging	606 612 613 614 625 627 642 645 654 660 661 663 666 668 711 755 855 867 868 869
Travelodge Hotel	9 Riverside Quay, Southbank. VIC 3006	15/05/2020	12		Infectious clean: sanitise and disinfect surfaces, including application of fogging	103 104 113 120 122 415 416 525 1007 119 1110 1111
Holiday Inn	575 Little Flinders Lane, Melbourne. VIC 3000	15/05/2020	1		Infectious clean: sanitise and disinfect surfaces, including application of fogging	614
Mercury	265 Little Bourke St, Melbourne. VIC 3000	15/05/2020	1		Infectious clean: sanitise and disinfect surfaces, including application of fogging	349
Pan Pacific Melbourne	2 Convention Centre Pl, South Wharf VIC 3006	15/05/2020	1		Infectious clean: sanitise and disinfect surfaces, including application of fogging	1628
Novotel	7 Convention Centre pl, South Wharf. VIC 3006	15/05/2020	3		Infectious clean: sanitise and disinfect surfaces, including application of fogging	2115 1716 1717
Crown Metropol	8 Whiteman Street, Southbank	15/05/2020	4	3 rooms + FOH lift	Infectious clean: sanitise and disinfect surfaces, including application of fogging	1841 1842 1861 2340
Rydges on Swanston	701 Swanston St, Carlton VIC 3053	15/05/2020	11		Infectious clean: sanitise and disinfect surfaces, including application of fogging	101 103 105 124 131 136 227 303 305 327 329
Rydges on Swanston	702 Swanston St, Carlton VIC 3053	18/05/2020	18		Infectious clean: sanitise and disinfect surfaces, including application of fogging	102 106 108 109 113 117 120 122 127 129 134 204 206 207 208 211 212 214
ParkRoyal	Arrival Drive, Melbourne Airport	19/05/2020	22		Infectious clean: sanitise and disinfect surfaces, including application of fogging	606 608 612 613 614 625 655 664 665 712 713 714 732 747 749 761 856 857 858 860 861 869
ParkRoyal	Arrival Drive, Melbourne Airport	20/05/2020	27		Infectious clean: sanitise and disinfect surfaces, including application of fogging	616 632 627 661 663 711 721 738 739 755 758 763 767 768 769 809 815 816 821 826 834 851 852 855 867 868 870
Crown Promenade	8 Whiteman Street, Southbank	21/05/2020	2		Infectious clean: sanitise and disinfect surfaces, including application of fogging	874 875
Holiday Inn	10-14 Centre Road, Melbourne Airport	22/05/2020	2		Infectious clean: sanitise and disinfect surfaces, including application of fogging	524 525
Crown Promenade	8 Whiteman Street, Southbank	26/05/2020	3		Infectious clean: sanitise and disinfect surfaces, including application of fogging	1092 1085 1675
Crown Metropol	8 Whiteman Street, Southbank	26/05/2020	7	1 x lift car	Infectious clean: sanitise and disinfect surfaces, including application of fogging	2340 1147 1148 1250 1257 1262 1462
Stamford Plaza	111 Little Collins St, Melbourne. VIC 3006	26/05/2020	2		Infectious clean: sanitise and disinfect surfaces, including application of fogging	401 402
ParkRoyal	Arrival Drive, Melbourne Airport	27/05/2020	30		Infectious clean: sanitise and disinfect surfaces, including application of fogging	606 607 608 612 613 617 625 627 629 632 642 645 660 661 662 663 664 665 666 668 701 711 712 713 714 721 732 734 736 738
ParkRoyal	Arrival Drive, Melbourne Airport	28/05/2020	31		Infectious clean: sanitise and disinfect surfaces, including application of fogging	739 742 747 755 756 758 761 763 767 768 769 770 809 810 813 815 817 821 826 851 852 854 855 856 858 860 861 867 868 869 870
Rydges on Swanston	701 Swanston St, Carlton VIC 3053	28/05/2020	1	Breakout clean, various areas	Infectious clean: sanitise and disinfect surfaces, including application of fogging	
Holiday Inn	10-14 Centre Road, Melbourne Airport	29/05/2020	2		Infectious clean: sanitise and disinfect surfaces, including application of fogging	504 505

Crown Metropol	8 Whiteman Street, Southbank	29/05/2020	1	1 x lift car C5	Infectious clean: sanitise and disinfect surfaces, including application of fogging	
Holiday Inn	575 Little Flinders Lane, Melbourne. VIC 3000	1/06/2020	8	3 lifts, 1 baggage cart, 120sqm floor area	Infectious clean: sanitise and disinfect surfaces, including application of fogging	No rooms
Holiday Inn	10-14 Centre Road, Melbourne Airport	2/06/2020	1		Infectious clean: sanitise and disinfect surfaces, including application of fogging	303
ParkRoyal	Arrival Drive, Melbourne Airport	2/06/2020	35		Infectious clean: sanitise and disinfect surfaces, including application of fogging	602 603 604 605 655 702 703 704 705 706 707 708 710 711 712 713 714 719 723 725 733 736 737 739 740 714 742 743 744 748 761 767 767 803 870
Holiday Inn	575 Little Flinders Lane, Melbourne. VIC 3000	3/06/2020	1		Infectious clean: sanitise and disinfect surfaces, including application of fogging	628
Rydges on Swanston	701 Swanston St, Carlton VIC 3053	3/06/2020	23		Infectious clean: sanitise and disinfect surfaces, including application of fogging	219 221 223 224 231 232 233 236 301 303 307 308 309 311 312 313 318 320 328 331 333 335 336
Crown Metropol	8 Whiteman Street, Southbank	3/06/2020	2	1 x lift car C5	Infectious clean: sanitise and disinfect surfaces, including application of fogging	1763
Rydges on Swanston	701 Swanston St, Carlton VIC 3053	4/06/2020	31		Infectious clean: sanitise and disinfect surfaces, including application of fogging	101 102 105 106 107 108 109 110 111 112 114 115 116 119 122 123 124 125 126 127 129 130 131 132 133 134 135 136 201 208 209
Holiday Inn	575 Little Flinders Lane, Melbourne. VIC 3000	4/06/2020	1	1 x lift car	Infectious clean: sanitise and disinfect surfaces, including application of fogging	609
Crown Metropol	8 Whiteman Street, Southbank	4/06/2020	1	1 x lift car	Infectious clean: sanitise and disinfect surfaces, including application of fogging	
ParkRoyal	Arrival Drive, Melbourne Airport	5/06/2020	29		Infectious clean: sanitise and disinfect surfaces, including application of fogging	632 669 701 718 726 727 728 732 734 735 738 745 746 747 751 753 759 762 770 802 808 825 841 842 843 845 846 769 847
Pan Pacific Melbourne	2 Convention Centre Pl, South Wharf VIC 3006	5/06/2020	6		Infectious clean: sanitise and disinfect surfaces, including application of fogging	916 1426 1526 531 524 1125
Holiday Inn	575 Little Flinders Lane, Melbourne. VIC 3000	9/06/2020	1		Infectious clean: sanitise and disinfect surfaces, including application of fogging	609
ParkRoyal	Arrival Drive, Melbourne Airport	9/06/2020	32		Infectious clean: sanitise and disinfect surfaces, including application of fogging	615 655 702 703 704 705 706 707 710 712 718 722 723 725 726 727 728 732 733 734 735 736 739 740 741 742 743 744 745 748 749 755
Pullman Hotel	195 Swanston St, Melbourne 3000	9/06/2020	4		Infectious clean: sanitise and disinfect surfaces, including application of fogging	7001 7002 1001 1002
Mercure Hotel	265 Little Bourke St, Melbourne. 3000	9/06/2020	1		Infectious clean: sanitise and disinfect surfaces, including application of fogging	531
Four Points by Sheraton	443 Docklands Dr, Docklands. 3008	9/06/2020	3		Infectious clean: sanitise and disinfect surfaces, including application of fogging	917 827 621
Crown Promenade	8 Whiteman Street, Southbank	9/06/2020	1	1 x lift car	Infectious clean: sanitise and disinfect surfaces, including application of fogging	
Crown Metropol	8 Whiteman Street, Southbank	9/06/2020	1	1 x lift car	Infectious clean: sanitise and disinfect surfaces, including application of fogging	
Rydges on Swanston	701 Swanston St, Carlton VIC 3053	10/06/2020	1	Clean of all common areas	Infectious clean: sanitise and disinfect surfaces, including application of fogging	
ParkRoyal	Arrival Drive, Melbourne Airport	10/06/2020	37		Infectious clean: sanitise and disinfect surfaces, including application of fogging	802 803 804 805 806 807 808 809 810 811 812 821 824 825 831 833 840 841 842 843 844 846 848 849 850 855 856 859 860 861 862 863 864 865 866 868 869
Stamford Hotel	111 Little Collins St, Melbourne. 3000	11/06/2020	4		Infectious clean: sanitise and disinfect surfaces, including application of fogging	1109 503 415 (Suite)
Crown Metropol	8 Whiteman Street, Southbank	12/06/2020	6		Infectious clean: sanitise and disinfect surfaces, including application of fogging	1146 0941 1063 1132 1138 1149
Novotel	270 Collins St, Melbourne. 3000	12/06/2020	3		Infectious clean: sanitise and disinfect surfaces, including application of fogging	709 711 901
Crown Promenade	8 Whiteman Street, Southbank	16/06/2020	1		Infectious clean: sanitise and disinfect surfaces, including application of fogging	2098
Four Points by Sheraton	443 Docklands Dr, Docklands. 3008	16/06/2020	1		Infectious clean: sanitise and disinfect surfaces, including application of fogging	1322
Pan Pacific Melbourne	2 Convention Centre Pl, South Wharf VIC 3006	16/06/2020	7		Infectious clean: sanitise and disinfect surfaces, including application of fogging	1129 1131 624 1121 1019 1219 1605
Crown Promenade	8 Whiteman Street, Southbank	18/06/2020	1		Infectious clean: sanitise and disinfect surfaces, including application of fogging	1485
Novotel	270 Collins St, Melbourne. 3000	18/06/2020	1		Infectious clean: sanitise and disinfect surfaces, including application of fogging	1314
Marriot Hotel	Cornet Exhibition & Lonsdale St, Melbourne. 3000	18/06/2020	2		Infectious clean: sanitise and disinfect surfaces, including application of fogging	405 504
Crown Metropol	8 Whiteman Street, Southbank	18/06/2020	9	6 Rooms & 3 lift carts	Infectious clean: sanitise and disinfect surfaces, including application of fogging	950 1464 2331 1437 1440 1463
Mercure Hotel	265 Little Bourke St, Melbourne. 3000	23/06/2020	2		Infectious clean: sanitise and disinfect surfaces, including application of fogging	524 737
Grand Chancellor	131 Lonsdale St, Melbourne. 3000	23/06/2020	6		Infectious clean: sanitise and disinfect surfaces, including application of fogging	1204 1005 1505 1106 1107 1501
Pan Pacific Melbourne	2 Convention Centre Pl, South Wharf VIC 3006	24/06/2020	6		Infectious clean: sanitise and disinfect surfaces, including application of fogging	503 512 1407 1429 1431 1608
Crown Metropol	8 Whiteman Street, Southbank	2/07/2020	11		Infectious clean: sanitise and disinfect surfaces, including application of fogging	0930 1031 1042 1051 1566 1567 2143 1947 1948 2155 951
Crown Promenade	8 Whiteman Street, Southbank	2/07/2020	16		Infectious clean: sanitise and disinfect surfaces, including application of fogging	574 575 591 1295 580 588 595 1974 1975 1989 0680 0681 0690 686 687 995
Novotel	270 Collins St, Melbourne. 3000	2/07/2020	5		Infectious clean: sanitise and disinfect surfaces, including application of fogging	714 716 719 922 1234

From: DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>
Sent: Friday, 19 June 2020 12:58 PM
To: Michael Girgis <[REDACTED]>
Cc: [REDACTED] (DJPR) <[REDACTED]>; DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>
Subject: For discussion and booking: Deep clean of ~173 guest rooms at Stamford Plaza hotel - starting 29 June

Hi Michael,

The Department of Jobs, Precincts and Regions (DJPR) would like to book a deep clean of just over 170 hotel rooms at the Stamford Plaza hotel. We would like the deep clean to commence on Monday 29 June.

DJPR would like the procedure listed below to be used as a guide for conducting the deep clean to ensure all areas in the hotel room are cleaned and disinfected to the required standard for the Victorian Government's Hotel Quarantine program. I have also attached reference material to the email that might also assist with this process.

DJPR would like soft furnishings, mattresses, window furnishings and carpets to be cleaned and disinfected using **steam cleaning units** that release steam under pressure. Can IKON perform this task?

Deep clean procedure for hotel rooms

1. Put on required PPE to perform deep clean procedure.
2. Waste is placed in a plastic rubbish bag and tied at the top.
3. Soiled linen is placed in a hotel laundry bag and tied up at the top.
4. Any guest belongings are placed in a plastic bag and sealed and labelled with guest room number.
5. Waste, soiled linen and any guest belongings are removed from the room and left outside the room for collection by Hotel's housekeeping staff.
6. Clean and disinfect the bathroom.
7. Clean and disinfect the toilet.
8. Clean and disinfect all surfaces in the Bedroom/main room. This includes but not limited to, windowsills, shelves, furniture, telephone, television and remote controls, power-points, door handles and balconies.
9. Clean and disinfect the kitchenette/mini bar area.
10. Clean the crockery, cutlery, glassware
11. Spot clean with warm water and detergent any dirt or soiled areas on soft furnishings or carpet in bedroom/guest room. This includes all window furnishings, mattresses and furnishings.
12. Steam clean all soft furnishing in the room using a steam cleaning unit that releases steam under pressure.
13. Steam clean all carpets using a steam cleaning unit that releases steam under pressure.

- 14. Remove and pack up cleaning equipment.
- 15. Remove PPE
- 16. Sign off room on checklist/process completion form
- 17. Provide a copy of the room checklist/process completion form to Hotel Manager and DJPR.

The hotel's responsibilities will include:

- 1. Collection of all waste and disposal in the general waste stream.
- 2. Collection of all soiled linen
- 3. Collection of any guest belongings from each room undergoing the deep clean. Any guest belongings should be labelled and reported to the DJPR Hotel Team Leader.
- 4. Making up the room in readiness for new guests.

Are you able to provide a timeline on how long it will take to complete this task?

Previously, from IKON's experience at Rydges - it took about 7 days to clean just over 100 rooms is this correct? Any information would be appreciated.

If you require any further information, please give me a call.

From Monday next week, [REDACTED] will be taking over my role – [REDACTED] can be contacted at this email address or via phone on [REDACTED].

Regards

[REDACTED]

Dr [REDACTED]
 Project Officer – Accommodation Support
 Operation Soteria
 Department of Jobs, Precincts and Regions
 M: [REDACTED]
 [REDACTED]
agriculture.vic.gov.au



Government of Victoria, Victoria, Australia.

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From: [REDACTED] (DJPR) <[REDACTED]>
Sent: Thursday, 2 July 2020 7:59 PM
To: Michael Girgis <[REDACTED]>; DJPR COVID Accom-Support (DJPR) <DJPRcovidacom-support@ecodev.vic.gov.au>
Cc: Rachaele E May (DJPR) <[REDACTED]>; BAS Planning (DEDJTR) <bas.planning@agriculture.vic.gov.au>; [REDACTED] <[REDACTED]>; [REDACTED] <[REDACTED]>
Subject: RE: For discussion and booking: Deep clean of ~173 guest rooms at Stamford Plaza hotel - starting 29 June

Hi Michael,

As discussed - please put all future scheduled cleans on hold - as the requirements sent by [REDACTED] in the email chain below on 19 June apply to all pathogen level cleans of hotel guest rooms.

The new requirements confirm that fogging is not approved as a clean and disinfection method - topical application is preferred; also steam cleaning all fabric and upholstered materials in rooms that had hosted a COVID + Guest applies.

I will get you the specifications for the forward cleans for adjusted quotes to include steam cleaning.

Kind regards,

[REDACTED]
Senior Integrity, Compliance and Governance Officer | Ministerial and Portfolio Services
Department of Jobs, Precincts and Regions
Level 5, 1 Spring Street, Melbourne, Victoria Australia 3000
T: [REDACTED] / M: [REDACTED]
[REDACTED]
djpr.vic.gov.au



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We acknowledge the traditional Aboriginal owners of country throughout Victoria, their ongoing connection to this land and we pay our respects to their culture and their Elders past, present and future.

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WORK INSTRUCTION









WI – 1100 INFECTIOUS AREA CLEANING – PPE PRE & POST CLEAN

OVERVIEW

This task or activity is undertaken by a trained person in preparation to clean a declared infectious contaminated area AND AFTER THE CLEANING HAS BEEN COMPLETED. It is a guideline on the correct sequence of fitting and removing PPE

SAFETY PRECAUTIONS

- This task or activity has been assessed as **HIGH risk**
- It is a MOBILISATION AND POST MOBILISATION / person-based task
- The following safety / PPE requirements for this task are identified below

							
HI-VIS	FOOT	EYES	MASK	EAR	HAND	SKIN	HEAD
NO	YES	YES	YES	NO	YES	YES	YES

COMPETENCIES REQUIRED

The following skills or licences are required to competently perform this activity – safely and effectively

- Can fit and wear the designated PPE correctly
- Communication skills to report faults or damage and clarify job requirements
- Reading skills to interpret instructions and labels

CHEMICAL SUBSTANCES

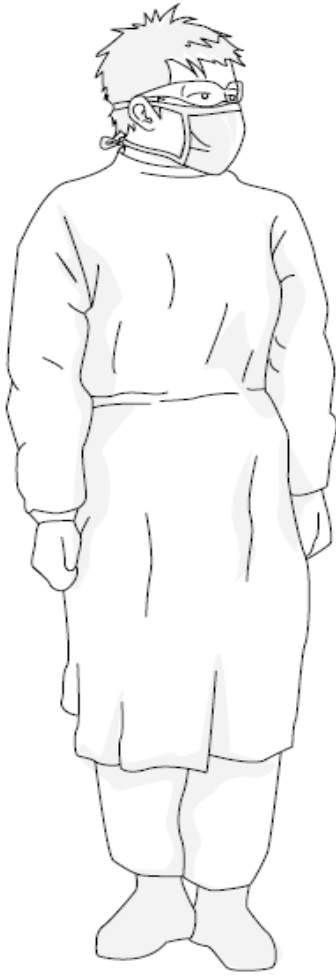
There are no chemicals used in this process

EQUIPMENT REQUIRED

The following PPE is to be available for each operator prior to commencing any infectious cleaning:

- Disposable splash resistant suit or gown – Tyvek, TyChem or similar
- Gloves
- Safety Goggles
- Face mask (P2 minimum or ½ face respirator)
- Disposable booties (bin liners or similar)
- Face shield (optional)
- “Duct or Duck” tape

DATE OF ISSUE	VERSION #	APPROVED BY	POSITION	PAGE
19.03.2020	1		IMS Risk & Compliance Mgr	Page 1 of 2

SEQUENCE	INSTRUCTIONS	
PREPARATION	<ol style="list-style-type: none"> 1. Obtain Infectious cleaning PPE items to suit your physique 2. Obtain disposable booties or similar. 	
MOBILISE	<ol style="list-style-type: none"> 1. Review the work area to make sure there are no safety hazards. Only perform the work if it is safe to do so 2. Place Wet Floor or Cleaning in Progress signs to alert people of the potential hazard 	
TASK		<p>FIT PPE IN THIS ORDER:</p> <ol style="list-style-type: none"> 1. Sanitise - Wash hands with soap & water or an alcohol sanitiser. 2. Put on disposable booties over shoes and tape up tight. 3. Put on disposable gown/suit, put feet through and ensure booties are still inside suit – tape up if needed. 4. Put on face mask or respirator – fit snug tight 5. Put on goggles 6. Zip up and put head hood on then put on gloves – gloves to go over cuff to seal suit 7. Place face shield on over suit hood for added protection <p>REMOVE PPE IN THIS ORDER:</p> <ol style="list-style-type: none"> 1. Remove face shield (if fitted) 2. Remove disposable suit / gown and booties 3. Removes gloves without touching skin with contaminated surface. 4. Wash hands with soap & water or an alcohol sanitiser. 5. Remove goggles and respirator from face 6. Place the disposable items into the biosecurity waste bag or infectious waste bin, as available to site 7. Wash hands with soap & water or an alcohol sanitiser.
DEMOBILISE	<ol style="list-style-type: none"> 1. Return all equipment and chemicals neatly to the storeroom 2. Wipe down goggles and respirator with sanitiser and allow to air dry 3. Return non-disposable items to kit and restock used items in readiness for next activity 	