

Certification Deed Poll by Project Auditor

Form S1-PCS-4 – version 01 – effective 16 October 2017

In respect of: [#Insert project details including stage number of approval number]

In favour of: Minister for Economic Development Queensland (ABN 76 590 288 697)
of 1 William Street, Brisbane in the State of Queensland
(the **MEDQ**)

By: The entity named in Item 2 of Schedule A
(the **Entity**)

And By: The person named in Item 3 of Schedule A
(the **Project Auditor**)

Recitals

- A. The Development Proponent described in Item 1 of Schedule A is required under the PDA development approval described in Item 4 of Schedule A (the **PDA development approval**) or any Infrastructure Agreement described in Item 5 of Schedule A (the **Infrastructure Agreement**) to provide the works described in Item 6 of Schedule A (the **works**) in respect of the land described in Item 7 of Schedule A (the **land**).
- B. The Development Proponent proposes to appoint The Project Auditor as a Project Auditor for the works and other matters that may be subject to assessment under any relevant PDA development approval and the Infrastructure Agreement, subject to the MEDQ's acceptance of such appointment.
- C. The CPM requires this Deed Poll to be signed by the Project Auditor.
- D. The entity and the Project Auditor make this Deed Poll in favour of the MEDQ.

This Deed Poll provides:

1. Project Auditor

- 1.1 The Project Auditor is [an/a] [employee/contractor/consultant/partner] [of/in] the entity.
- 1.2 The Project Auditor has the relevant educational and professional qualifications described in Item 8 of Schedule A.
- 1.3 The Project Auditor's professional registration details are described in Item 9 of Schedule A.

2. Responsibilities and obligations

- 2.1 At all times, the Project Auditor must:
 - (a) review the Risk Assessment for the works prepared by the Project Coordinator in respect of activities classified as 'high-risk' or other matters requiring assessment by the MEDQ under the relevant PDA development approval or the Infrastructure Agreement in accordance with the CPM, *Australian Standard: AS/NZS ISO 31000:2009 Risk Management – Principles and Guidelines*, and best practice



- (b) provide a written report to the Project Coordinator including recommendations for reducing any identified risks in the Risk Assessment
- (c) review any updates to the Risk Assessment prepared by the Project Coordinator in respect of any activity that has escalated to the 'high-risk' category
- (d) provide a written report to the Project Coordinator including recommendations for reducing any identified risks in an updated Risk Assessment
- (e) ensure that all documents prepared by the Project Auditor and given to the MEDQ do not contain information that is false or misleading to the best of the Project Auditor's knowledge
- (f) advise the MEDQ in writing immediately on becoming aware that any document given to the MEDQ (whether prepared by the Project Auditor or not) contains information that is false or misleading
- (g) co-operate with any auditor engaged by the MEDQ (the **MEDQ Auditor**) and promptly provide copies of all documents requested by the MEDQ Auditor, and
- (h) carry out his responsibilities and obligations under this Deed Poll with due care, skill and diligence.

2.2 To remove any doubt, this Deed Poll does not limit any of the responsibilities and obligations of the Project Auditor under the CPM, any relevant PDA development approval, any relevant Infrastructure Agreement, the *Economic Development Act 2012* or otherwise at Law.

3. Insurance

- 3.1 The entity must hold and maintain for the term of this Deed (unless this Deed Poll is revoked, in which case the relevant period is six (6) years after revocation):
- (a) professional indemnity insurance from an Insurance Company to the value of \$5,000,000 or a higher amount required by the MEDQ in accordance with its standard policies or procedures
 - (b) public liability insurance from an Insurance Company to the value of \$20,000,000 or a higher amount required by the MEDQ in accordance with its standard policies or procedures and
 - (c) any other insurance required by Law.
- 3.2 The insurance policies held and maintained by the entity under clause 3.1 of this Deed Poll must cover the acts or omissions of the Project Auditor.
- 3.3 The details of the insurance held by the entity as required by this Deed Poll are described in Item 10 of Schedule A.
- 3.4 The entity must produce a copy of the certificate of currency for an insurance policy held in accordance with clause 3.1 of this Deed Poll following a request made in writing by the MEDQ.

4. Term of deed

4.1 This Deed Poll is in effect for a period of seven (7) years from either:

- (a) the date it is signed by the Project Auditor or
- (b) the date the works are completed and accepted Off-Maintenance under the CPM or the Infrastructure Agreement,

whichever is the later, unless it is revoked earlier on the terms of this Deed Poll (the **term of this deed**).

4.2 This Deed Poll may not be revoked or amended by the entity or the Project Auditor without the prior written approval of the MEDQ.

5. Definitions and interpretation

5.1 Definitions

In this Deed Poll:

- (a) **CPM** means the Certification Procedures Manual dated 8 September 2017, as amended from time to time.
- (b) Undefined terms have the meaning given to them in the CPM or the Infrastructure Agreement, as the case may be.
- (c) Capitalised terms have the meaning given to them in the CPM.

5.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after *includes*, *including*, *for example*, or similar expressions, does not limit what else might be included.
- (c) The following rules apply unless the context requires otherwise:
 - i. The singular includes the plural, and the converse also applies.
 - ii. A gender includes all genders.
 - iii. If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - iv. A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
 - v. A reference to conduct includes an omission, statement or undertaking, whether in writing or not.
 - vi. A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether in writing or not, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
 - vii. A reference to a clause is a reference to a clause in this Deed Poll.
 - viii. If any words are italicised or otherwise printed differently, this has been done for convenience only and does not affect the construction of this document.

- ix. A reference to *dollars* and \$ is to Australian currency.
- x. A reference to *time* is to local time in Queensland.
- xi. All schedules to this document form part of this document and a reference to an 'item' is a reference to an Item in Schedule A.

Schedule A

| Item | Reference | Description |
|------|---|---|
| 1. | Development Proponent | Name: ACN/ABN: Address: Contact number: Email address: |
| 2. | Entity | Name: ACN/ABN: Address: Contact number: Email address: |
| 3. | Project Auditor | Name: ACN/ABN: Address: Contact number: Email address: |
| 4. | PDA development approval and relevant condition | DEV / Condition number: |
| 5. | Infrastructure Agreement, date and relevant clause | Name: Date: Clause number: |
| 6. | The works | |
| 7. | Land where the works will be carried out | Real property description: Address: |
| 8. | Project Auditor's relevant educational and professional qualifications (documentation may be attached to this Deed Poll, if necessary) | |
| 9. | Project Auditor's professional registration | |
| 10. | Insurance | (a) Professional indemnity insurance |
| | | Amount (must not be less than \$5,000,000.00 or a higher amount required by the MEDQ in accordance with the MEDQ's standard policies or procedures) |
| | | Provider: |
| | | Policy number: |
| | | Date of commencement of policy: |
| | | Expiry date: |

| | | | |
|--|--|--|--|
| | | (b) Public liability insurance | |
| | | Amount (must not be less than \$20,000,000.00 or a higher amount required by the MEDQ in accordance with the MEDQ's standard policies or procedures) | |
| | | Provider: | |
| | | Policy number: | |
| | | Date of commencement of policy: | |
| | | Expiry date: | |
| | | (c) Other insurance | |
| | | Amount: | |
| | | Provider: | |
| | | Policy number: | |
| | | Date of commencement of policy: | |
| | | Expiry date: | |

Executed and delivered as a Deed Poll by the Entity at [#insert place of signing].

******Note: Redundant signing clause to be deleted prior to signing**

Executed by [#insert name of company and ACN], in accordance with section 127 of the *Corporations Act 2001* on this [#insert date] day of [#insert month] [#insert year]:

Signature of Director

Signature of Director/Secretary

Name of Director - Print

Name of Director/Secretary – print

OR

Executed by [#insert name of company and ACN] on this [#insert date] day of [#insert month] [#insert year] by its duly constituted Attorney under Power of Attorney Dealing No. [#insert Dealing no.] who declares he has received no notice of revocation of the Power of Attorney in the presence of:

Signature of Witness

Signature of Attorney

Name of Witness - Print

Name of Attorney - Print

Executed and delivered as a Deed Poll by the Project Auditor at [#insert place of signing].

Signed, sealed and delivered by [#insert full name of individual] as Project Auditor in the presence of:

Signature of Witness

Signature of Project Auditor

Name of Witness - Print

Name of Project Auditor

Information collected is also subject to the Right to Information Act 2009 and the Information Privacy Act 2009. The information provided may be publicly released and/or provided to third parties (including Local Government Association of Queensland, Queensland Resource Council, APPEA and others) and other government agencies—but only for the purposes for which the information is being collected. The proponent's personal information will be stored on departmental files and may be disclosed for purposes required by law.