# Registration of Interest

**[Insert description of Services e.g. Principal Consultant / Contractor / Managing Contractor]**

|  |  |
| --- | --- |
| Project Name |  |
| Project Number |  |

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## REGISTRATION OF INTEREST – CONDITIONS

### Purpose

* + 1. This **Registration of Interest** (ROI) is not part of a tender process and is for information gathering purposes only. The ROI is not intended to give rise to any legal or equitable relationship between the Client and the Respondent.
    2. The purpose of this ROI is to assess the market’s interest in the Project, and to identify Respondents that have the necessary prerequisites to participate in potential future procurement activities in relation to Services for the Project.

### Definitions

* + 1. Terms used in the ROI have the following meanings:
       - 1. **Client** means the party named as such on the Response Form, or such other party that may be notified in writing to the Respondent by the Client’s Contact Officer;
         2. **Client’s Contact Officer** means the person named as such on the Response Form, or such other person that may be notified in writing to the Respondent by the Client;
         3. **Conditions** means the conditions upon which the Client seeks, and the Respondent submits, a registration of interestto provide Servicesfor the Project as set out in section 2 of this ROI;
         4. **Confidential Information** means all information contained in the ROI which is not in the public domain and such other information which of its nature is confidential or which the parties ought reasonably to know is confidential;
         5. **Lodgement Address** means the address described as such on the Response Form, or any other address that may be notified in writing to the Respondent by the Client’s Contact Officer;
         6. **Project** means the project described as such on the Response Form, to which the Project Information relates;
         7. **Project Information** means the information set out in section 3 of this ROI;
         8. **Respondent** means any party who may properly submit a response to this ROI;
         9. **Response Form** means the form of the submission required to be made by Respondents when responding to this ROI, as set out in section 1 of this ROI;
         10. **ROI** means this Registration of Interest to provide Servicesfor the Project, consisting of the Response Form, the Conditions and the Project Information;
         11. **RTI Act** means the*Right to Information Act 2009* (Qld);
         12. **Services** means the services being sought for the Project as described in the Project Information;
         13. **Time for Response** means the time and date stated as such on the Response Form, or any other time or date that may be notified in writing to the Respondent by the Client’s Contact Officer.

### Communication

* + 1. All communications between the Respondent and the Client are to be in writing and addressed to or issued by the Client’s Contact Officer.
    2. The Client will not be bound by, and the Respondent may not rely upon, any oral advice or information provided by any person, nor any written advice or information provided by anyone other than the Client’s Contact Officer.
    3. The Client may, at any time, make changes to the ROI, which are to be issued in writing by the Client’s Contact Officer and made available to all Respondents.
    4. The Respondent will not communicate with any person or corporation who is the intended owner, occupant, operator or manager of any facility the subject of the ROI except with the written approval of the Client’s Contact Officer.

### Confidentiality

* + 1. Confidential Information is to be treated as confidential and is only to be used for the purpose of responding to the ROI.
    2. The Respondent:

must ensure that only appropriate employees and agents have access to the Confidential Information and must inform those employees and agents of the confidential nature of the information and that it must not be disclosed; and

must not and must ensure that its employees and agents do not at any time disclose such Confidential Information directly or indirectly to any person whatsoever, including without limitation any generative artificial intelligence technology for any reason, or use or permit it to be used directly or indirectly for any reason.

### ROI Response

* + - * 1. The Respondent is invited to submit an ROI by completing the Response Form, accurately and in full, in accordance with the instructions provided on the Response Form.

### ROI Lodgement

* + - * 1. The Respondent is required to lodge the ROI by submitting the Response Form at the Lodgement Address by the Time for Response.

### Ethical Supplier Threshold

* + 1. The Respondent must comply with the Ethical Supplier Threshold and the Respondent must provide true and correct responses to the criteria set out in the Ethical Supplier Threshold questionnaire on the Response Form.
    2. If, at any time after the Respondent lodges the Response Form, the Respondent’s responses to the criteria set out in the Ethical Supplier Threshold questionnaire are no longer true and correct for any reason, the Respondent must promptly notify the Client’s Contact Officer of the change to the Respondent’s response.
    3. The Respondent acknowledges that if, at any time, the Respondent’s response to a criterion set out in the Ethical Supplier Threshold questionnaire on the Response Form is “yes”, the Client may decline to consider the Respondent for any potential future procurement activities in relation to the Services for the Project.

### Ethical Supplier Mandate

* + 1. A Respondent who is subject to a current sanction under the Ethical Supplier Mandate according to the online supplier check tool may not be invited to participate in any potential future procurement activity.
    2. The Respondent acknowledges and agrees that the Client may refer matters about the Respondent’s compliance with the Ethical Supplier Mandate and the Ethical Supplier Threshold to the Queensland Government Procurement Compliance Branch within the Department of Energy and Climate which may, in its absolute discretion, publish information about the Respondent’s compliance with the Ethical Supplier Mandate and the Ethical Supplier Threshold including but not limited to information about sanctions and penalties imposed on the Respondent.

### Conflicts of Interest

* + - * 1. The Respondent must declare and provide details of any interest, affiliation or relationship, or owing of an obligation (whether personal, financial, professional or otherwise), which conflicts, may reasonably have the potential to conflict, or may reasonably be perceived as conflicting with the ability of the Respondent to participate in a potential future tender process or be awarded a contract for the Project.

### Client’s Discretion

* + 1. Notwithstanding this ROI or the Client’s consideration of a Respondent’s ROI response, the Client may in its absolute discretion and at any time:

seek clarification from, discuss or negotiate with any one or more Respondents;

invite offers to provide the Services for the Project in any manner and from any party it chooses;

decide not to invite offers for the provision of the Services for the Project; and

provide the Respondent’s ROI response to a third party of the Client’s choosing for the purposes of having that third party undertake procurement activities in relation to, or engage a party to provide, the Services for the Project.

### No Claim

* + 1. The Client will not be liable for payment of any costs of any nature whatsoever, nor liable for any claim for loss or damage against the Client by the Respondent in relation to:

the preparation, submission or any negotiation of this ROI;

the Respondent’s or any other party's participation in or exclusion from any future procurement activity in relation to the Services for the Project; or

the Client’s exercise or non-exercise of any discretion provided for in this ROI.

### Copyright and Intellectual Property

* + 1. This ROI remains, at all times, the property of the Client.
    2. All rights of intellectual property, including copyright, in the ROI and any other documents supplied to the Respondent by or on behalf of the Client are the property of the Client and will not be used by the Respondent for purposes other than the preparation of the ROI response, except with the prior written approval of the Client.
    3. All material of any nature whatsoever submitted as, with or in relation to the Respondent’s ROI response is and remains the property of the Client.

### Right to Information

* + 1. The RTI Act provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies. The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest.
    2. Information contained in the Respondent’s ROI response is potentially subject to disclosure to third parties. In the assessment of any disclosure required by the Client pursuant to the RTI Act, the Respondent accepts that any information provided in the Respondent’s ROI response, including information marked as confidential, will be assessed for disclosure in accordance with the terms of the RTI Act.

## REGISTRATION OF INTEREST – PROJECT INFORMATION

[PROJECT MANAGEMENT TO INSERT. Include a description of the Services.**]**