

Statement of work for the provision of contracted services

Contract Duration:	31/10/2022 - 31/01/2023
Contract Manager:	Emma Stilts
Hours of work:	3 days per week for the duration of the contract, primarily working during working hours in the local timezone with some flexibility for UK working hours to liaise with the Climate Outreach team
Location:	Remote - based in Australia
Price:	525 GBP per day for a total of £21,525 (£525*41 days) (This figure is inclusive of all currency conversions and applicable taxes)

Any additional expenses require prior approval from the contract manager.

Payment Terms: You will need to invoice Climate Outreach with a breakdown of your hours activities/services provided in GBP on a monthly basis

Payments to bank accounts outside of the UK will be in your local currency via Central FX, wherever possible. The exchange rate will be based on the exchange rate on the day of payment from Central FX.

All invoices must be sent to the contract manager for approval and the invoices must contain all of your banking details for international payments.

All invoices received will be processed and paid within 30 days of receipt. Climate Outreach is not responsible for bank charges and bank processing delays.

Project:

Macdoch Foundation have generously offered to fund Climate Outreach to work in Australia on a multi-year project with the following objectives:

1. Acceptance across the political spectrum, and climate advocates and commentators, of new National narratives that climate change is a shared challenge, embedded in a national identity, that involves all citizens, and that solutions are a shared opportunity to which all citizens can contribute
2. The catalysis of specific, influential but currently underserved audiences for public support for institutional and behavioural climate action.

3. Increasing the social and political diversity of climate communicators, to better represent all segments of Australian society.
4. Increasing awareness at policy level of the fundamental importance of public engagement and catalysing a flow of resources into that space.

This project plans to work at two levels:

1. Providing broad support to the 'societal climate surround sound' – this includes the media, policy makers, civil society, and the 'green choir' with the aim of their adoption and promotion of new national narratives and imagery around climate change as a unifying challenge.
2. Providing bespoke support to key communicators that can reach our target audiences – those influential but currently underserved communities – who have the ability to affect change in, both, political and societal climate action as they call for greater ambition in emission reduction.

Scheme of Work:

Role:	Research and Engagement Consultant
Location:	Remote – based in Australia
Deliverables:	<p>Working with the guidance of key strategic advisors, the consultant will be responsible for the following deliverables:</p> <ol style="list-style-type: none"> 1. Stakeholder outreach – reaching out to diverse actors and organisations in the climate and non-climate landscape to gather these key research studies and insights. 2. Research mapping – map the stakeholders, studies and key themes in an accessible way 3. Analysis – conduct an overarching analysis which can support climate communicators to plan, coordinate and message effectively across the Australian landscape 4. Reporting – Embed these learnings into a public facing report and presentation 5. Sharing – Share findings at a launch event in Sydney, Melbourne or Canberra in December 2022 or January 2023 6. Progress check-ins and guidance – Attend check-ins with Climate Outreach and regular (weekly) strategic guidance from Dr. Rebecca Huntley.
Skills required	<p>Essential:</p> <ul style="list-style-type: none"> • At least 2 years experience in research through employment or consultancy (outside of studies) • Proven experience in building relationships in various sectors – especially social or environmental sectors in Australia • Demonstrable experience of analytical capacity – through published materials or key projects • A good understanding of both quantitative and qualitative methodologies • Confident and able to hit the ground running • Well organised • Competent with Microsoft Office and Google Drive <p>Desirable:</p>

	<ul style="list-style-type: none"> • Work or study experience in climate communications • Track record of published reports
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Advertisement blurb:

Climate Outreach is working with a range of stakeholders in Australia to build public engagement on climate action.

The Australian climate and environment movement, and other relevant organisations have already conducted a number of key research studies on how the Australian public are segmented with regards to climate messaging; as well as message and narrative testing.

This project aims to pull together all the existing research in this area, as well as emerging key insights from current projects and programmes.

We are looking for a contractor who will work with us and other local Australian partners in a collaborative manner to deliver the work packages described in the Terms of Reference.

The ideal candidate will have a strong research background and be a natural networker – comfortable with building relationships with a variety of stakeholders. The following are essential requirements:

- At least 3 years experience in social and qualitative research
- Based in Australia, with the right to work, for the entirety of the contract

If you are interested in taking on this contract, please submit an EOI with your CV to amiera.sawas@climateoutreach.org no later than 23rd October, 9 AM BST. Unfortunately due to the extremely high volume of applications we have recently been receiving for consultancies, we will only be able to get back to shortlisted candidates. Our apologies in advance about this.

Climate Outreach is a UK based organisation. For this contract, we are accepting expressions of interest from Australian nationals based in Australia with the right to work in the country. Please note that due to the volume of applications we receive, we can only respond to shortlisted candidates and will not be able to provide any feedback individually.

CLIMATE OUTREACH TERMS & CONDITIONS OF PURCHASE

1. INTERPRETATION

- 1.1. In these conditions "We", "Us" or "Our" means Climate Outreach and Information Network (Charity Number: 1123315 and Company Number: 06459313), the buyer;
- 1.2. "You" or "Your" means the seller being any person, firm or company that sells its goods and services to Us;
- 1.3. "Proposal" means a submission for work put forward by You for consideration by Us and which forms the basis of our Statement of Work or Order.
- 1.4. "Statement of Work" means Our instructions to You describing the goods/services we are buying from You, which incorporates these conditions;
- 1.5. "Order" means Our written instruction to buy the goods and/or services from You and which incorporates these conditions; and
- 1.6. "the Contract" means the contract between You and Us for the purchase of the goods and services, incorporating these conditions, including the contract cover sheet and all annexes referred to in the contract cover sheet

2. THE CONTRACT

- 2.1. Unless there is a variation under Condition 2.2 the Contract will be on these conditions to the exclusion of any other terms and conditions, including any terms or conditions, endorsed upon, delivered with or contained in Your quotation, acknowledgement or acceptance of order, specification or similar document. Your terms and conditions shall not apply to the Contract.
- 2.2. To be valid, one of Our directors or any other Authorised Representative (as stipulated by Us to You) must give You written confirmation of any changes to these conditions.
- 2.3. Each Order for goods and services that We make is only an offer by Us to buy and no Order shall be accepted until You accept the Order either expressly by giving Us written notice of acceptance, or impliedly by fulfilling the Order, in whole or in part. You must refer to the Order number (if given) in all correspondence, invoices and delivery notes enclosed with the goods. The Order will lapse unless You accept it as above within seven days of its date.
- 2.4. Where Our order is expressly or by implication conditional upon Your price being acceptable to Us, You must obtain Our written confirmation that the price is acceptable before the goods are despatched or work commenced.
- 2.5. We may want you to give Us a sample of the goods before We place an Order with You. If We do, We will write to You and tell You, but We will not pay for any goods that You produce before We approve the samples.

3. PRICE

- 3.1. The price of the goods and/or services shall be stated in the Proposal, Statement of Work or Order and unless otherwise so stated shall be exclusive of any value added tax but inclusive of all other charges. You cannot charge Us for materials or work done or services performed additional to that stated in the Proposal, Statement of Work or Order or
increase the price for the goods and services without Our prior written consent.
- 3.2. We are entitled to any discount for prompt payment, bulk purchase or volume of purchase which You customarily grant, whether or not shown on Your terms of sale.

4. PAYMENT

- 4.1. We shall pay the price of the goods and services within 30 days after the end of the month in which We receive

Your invoice or, if later, after We accept the goods or You perform the services. Each invoice shall quote the number of the Order. The time for payment of the price shall not be of the essence.

- 4.2. We may set off any amount You owe Us at any time against any amount We owe You under the Contract.
- 4.3. Unless We agree otherwise in writing You shall have no right to charge interest or any other additional sum on any account outstanding with Us.

5. DELIVERY AND PERFORMANCE

- 5.1. You shall deliver the goods adequately protected, carriage paid, to Our place of business or to such other place of delivery as We tell You in writing prior to delivery of the goods, and during Our usual business hours. You shall offload the goods as directed by Us.
- 5.2. The date for delivery of the goods and performance of the services shall be specified in the Order, or if no such date is specified then delivery and performance shall take place within 28 days of the Order. Time for delivery of the goods and performance of the services shall be of the essence.
- 5.3. Where the goods or services are to be delivered in instalments, the Contract will be treated as a single contract and not separate contracts but if You fail to deliver any one instalment, We are entitled to treat the whole Contract as terminated.
- 5.4. In the case of the goods, a delivery note quoting the number of the Order, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered must accompany each delivery and must be displayed prominently. If You do not include the delivery note We could incur additional costs which You shall pay. You shall also mark the goods in accordance with Our instructions and any applicable regulations or requirements of the carrier, and properly pack and secure them so as to reach their destination in an undamaged condition in the ordinary course.
- 5.5. If You do not deliver the goods or perform the services on the due date then, without affecting any other rights which We may have, We may:
 - 5.5.1. cancel the Contract in whole or in part;
 - 5.5.2. refuse to accept any subsequent delivery of the goods or performance of the services which You attempt to make;
 - 5.5.3. recover from You any expenditure reasonably incurred by Us in obtaining substitute goods or services from another supplier/provider; and
 - 5.5.4. claim damages for any additional costs, loss or expenses incurred by Us which are in any way attributable to Your failure to deliver the goods or perform the services on the due date.
- 5.6. If you require Us to return any packaging material to You, You must clearly state that on the delivery note. We shall then return it to You at Your cost and We do not accept any liability for its safe return.
- 5.7. We may reject any goods or services delivered which are not in accordance with the Contract and, despite condition 6.1, We shall not be deemed to have accepted the goods until We or Our customer have had 3 days to inspect them following delivery. We shall also have the right to reject the goods as though they had not been accepted for 3 days after any latent defect in them becomes apparent. We may return the rejected goods to You at Your cost.

- 5.8. You shall supply to Us in good time any instructions or other information required to enable Us to accept delivery of the goods.
- 5.9. If You deliver goods to Us in excess of the quantity ordered We shall not be bound to pay for the excess and any excess will be and will remain at Your risk and You will pay for Us to return them to You.
- 5.10. Where We agree to accept delivery of the goods in instalments, the Contract shall still be a single contract. If You do not deliver any one instalment, however, We may treat the whole contract as terminated.

6. RISK AND OWNERSHIP

- 6.1. The goods shall remain at Your risk until delivery is complete when ownership of them shall pass to Us (unless We pay for the goods prior to their delivery when they shall pass to Us once payment has been made).
- 6.2. You shall maintain product and public liability insurance of no less than £1,000,000 per claim or series of connected claims to cover all insurable liability incurred by You under these conditions and shall if We ask You to, provide Us with evidence of the insurance and payment of premiums.

7. QUALITY

- 7.1. The goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respect with the Order and specification and/or patterns supplied or advised by Us to You. The services shall be performed by appropriately qualified and trained personnel with due care and diligence, complying with all relevant statutory requirements and regulations and to such high standard of quality as it is reasonable for Us to expect in all the circumstances.
- 7.2. In supplying the goods and services You warrant that You have complied and will comply with the Working Time Regulations 1998, all health and safety legislation and all ethical and moral requirements determined by Us from time to time. Where applicable You shall, at Our request, procure the assignment of the benefit of any manufacturer's warranty, guarantee or indemnity given to You and until such assignment is made will account to Us for any such benefit obtained.
- 7.3. Our rights under these conditions are in addition to the statutory conditions implied in Our favour by the Sale of Goods Act 1979.
- 7.4. You shall maintain or, where necessary, establish and maintain such quality control procedures and testing and inspection measures as We require but at any time prior to delivery of the goods/service We shall have the right to verify and test them at all times either by Ourselves or by Our independent expert.
- 7.5. If from the results of such verification or testing We believe that the goods/service do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by Us, We may require You to immediately take such action as is necessary to ensure they do conform. In addition We may require and witness further testing and verification. Delivery of the goods/service to Us, Our verification or failure to verify the goods/service and/or Our signature on any delivery note shall not constitute or imply Our acceptance of the quality or standard of the goods/service.
- 7.6. Notwithstanding any such inspection or testing, You shall remain fully responsible for the goods/service and any such verification or testing shall not diminish or otherwise affect Your obligations under the Contract.
- 7.7. If any of the goods fail to comply with the provisions set out in this condition 7 We are entitled to pursue one or more

remedies listed in condition 9.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. You warrant and represent that
- 8.1.1. You are the sole legal and beneficial owner and own all the rights and interests in the Intellectual Property Rights in the Goods/service provided to Us;
- 8.1.2. the works, or Services provided to Us under this Agreement and their use by Us will not breach or infringe or cause Us to breach or infringe the Intellectual Property Rights of any third party (**Licensed IPR**), any such licenses remain the property of that third party. You shall agree to comply with any and all restrictions and requirements relating to Licensed IPR as stipulated by the relevant licenses,
- 8.1.3. This agreement does transfer any interest in Intellectual Property Rights developed or created by You or Us pursuant to the provision of the good/service.
- 8.1.4. You are free to assign such Intellectual Property Rights to Us by this condition without any third party claim, liens, charges or encumbrances of any kind.
- 8.1.5. You shall immediately provide written notice to Us of any actual threatened or suspected infringement of any Intellectual Property Rights used in connection with the provision of these goods/service.
- 8.2. You will indemnify Us against any and all liability, loss, damage, costs claims and expenses which We may incur or suffer as a result of a breach by You of the warranties set out in this condition.
- 8.3. This agreement does not transfer any interest in Intellectual Property Rights. All Intellectual Property Rights developed, created or provided by a party pursuant to the provision of the good/service shall be owned by that party (**Created IPR**).

9. REMEDIES

- 9.1. Without limiting any other remedy which We may have, if any goods are not supplied or the services are not performed in accordance with the Contract, then We shall be entitled (whether or not any part of the goods and services have been accepted by Us):
- 9.1.1. to rescind the Order;
- 9.1.2. to reject the goods/service (in whole or in part) and return them to You at Your risk and cost on the basis that You will give Us a full refund for these goods;
- 9.1.3. to refuse to accept any further deliveries of the goods or the provision of any further services but without any liability to You;
- 9.1.4. to carry out at Your cost any work necessary to make the goods and services comply with the Contract;
- 9.1.5. to claim such damages as may have been sustained as a result Your breaches of the Contract;
- 9.1.6. to require You at Your cost to repair the goods or to supply replacement goods in accordance with the Contract within seven days; or
- 9.1.7. at Our sole option, and whether or not We have previously required You to repair the goods or to supply any replacement goods, to treat the Contract as discharged by Your breach and require the repayment of any part of the price which We have paid.

10. INDEMNITY

- 10.1. You shall indemnify Us in full against all loss of profit, loss of business, depletion of goodwill, loss of opportunity, loss of data, loss of use, loss of contracts, loss of expected savings, interruption to Our business, damages, injury costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Us as a result of or in connection with:
- 10.1.1. defective workmanship, quality or materials; 10.1.2. breach of any warranty given by You in relation to the goods and services;
- 10.1.3. an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the goods or enactment of the service; and
- 10.1.4. any claim made against Us in respect of any liability, loss, damage, injury, cost or expense sustained by Our employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the goods/service as a consequence of Your direct or indirect breach or negligent performance or failure or delay in performance of the terms of the contract;

11. OUR PROPERTY

- 11.1. (1) Design rights and all other intellectual property rights in all, specifications and data which We supply to You or which You use specifically in the provision of the service ("the Property") shall at all times remain Our exclusive property. You shall keep the Property safe, and insured. You shall return to Us when We ask You to and You shall not dispose of the Property unless We ask You to. You must not use the Property for a purpose other than the performance of the services stipulated in this contract.

12. TERMINATION

- 12.1. We may cancel the Order and therefore terminate the Contract in whole or in part only by giving You notice at any time before delivery or performance. You shall then immediately stop all work on the Contract and We shall pay You a fair and reasonable compensation for work in progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 12.2. We shall have the right at any time by giving You written notice, to terminate the Contract immediately if:
- 12.2.1. You make any voluntary arrangement with Your creditors or become subject to an administration order or documents are filed with a court of competent jurisdiction for the appointment of an administrator of Yours or notice of intention to appoint an administrator is given by You or Your directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) or You become bankrupt or go into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 12.2.2. an encumbrancer takes possession, or a receiver is appointed, of any of Your property or assets; or
- 12.2.3. You ceases or threatens to cease, to carry on business; or
- 12.2.4. You shall suffer any analogous proceedings under foreign law; or
- 12.2.5. We reasonably apprehend that any of the events mentioned in Conditions 12.2.1 to 12.2.4 is about to occur in relation to You and We notify You accordingly; or

- 12.2.6. You commit a material breach of any of the terms and conditions of the Contract

- 12.3. The termination of the Contract, however arising, will not affect Our other rights and duties accrued prior to termination. The Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
- 12.4. On termination clauses 5.5, 6.1, 7.2, 8, 9, 10, 11, 13 and 16.8 shall continue in force.

13. CONFIDENTIALITY

- 13.1. For the purpose of these Terms and Conditions, "Confidential Information" shall mean all confidential information disclosed by a party or its employees, officers, representatives or advisers to the other party and that party's employees, officers, representatives or advisers whether before or after the date of this agreement in connection with any Order and the goods or services;
- 13.2. Each party undertakes that it shall not at any time disclose to any person any Confidential Information.
- 13.3. Each party may disclose the other party's Confidential Information:
- 13.3.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this Condition 13; and
- 13.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.4. No party shall use any other party's Confidential information for any purpose other than to perform its obligations under this agreement.

14. DATA PROTECTION

- 14.1. To the extent that any data or information belonging to Us is personal data within the meaning of the Data Protection Act 1998 (or any superseding legislation), You warrant that You will:
- 14.2. process such data and information only in accordance with Our instructions;
- 14.3. not transmit such data and information to a country or territory outside the European Economic Area without Our consent; and
- 14.4. take such technical or organisational measures against unauthorised or unlawful processing of such data and information against accidental loss or destruction of, or damage to, such data information as are appropriate.

15. FORCE MAJEURE

- 15.1. Neither You or Us shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the goods and services if the delay or failure is beyond that party's reasonable control including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, government actions, war, riot, hostilities (whether war be declared or not), armed conflict, terrorist attack, terrorist activity, nuclear, chemical or biological contamination, sonic boom, civil commotion, invasion, revolution, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, power failure, breakdown of plant or machinery, fire, flood, storm, disease, epidemic, default

of suppliers or subcontractors, difficulties or increased expenditure in obtaining raw materials, labour, fuel, parts or machinery, or import or export regulations or embargoes.

16. GENERAL

- 16.1. Any notice necessary under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business and may be delivered personally or by fax, first class recorded delivery post or first class air mail letter. A notice shall be deemed to have been served (if personally delivered) at the time of delivery or (if sent by first class recorded delivery post) forty-eight hours after posting or (if sent by first class airmail letter) ninety-six hours after posting or (if sent by fax) at the time of transmission.
- 16.2. Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 16.3. No waiver by Us or any breach of the contract by You shall be considered as a waiver of any subsequent breach of the same or any other provision and no failure to exercise or delay in exercising any right or remedy under the contract shall constitute a waiver of that right or remedy.
- 16.4. You shall not assign, transfer or in any other manner make over to any third party the Contract or any part of it without Our prior written consent. We may assign the Contract or any part of it to any third party. You cannot

sub contract the Contract without our prior written consent. Where we do consent, the sub contract shall be on the same terms as the Contract. 26.

- 16.5. Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 16.6. If any provision of these Conditions is or at any stage in the future becomes illegal, invalid, or cannot be enforced in law it will not affect the other terms which will stay in force.
- 16.7. Where We are a member of a group of companies We may perform any of Our obligations or exercise any of its rights under the Contract Our self or through any other member of Our group, Provided that any act or omission of any such other member shall be deemed to be an act or omission of Ours.
- 16.8. If there is a dispute between You and Us, we both agree that the Courts of England and Wales will be the only courts with the power to deal with the dispute and that English law will apply.