

Appendix 2

RESEARCH AGREEMENT FOR GENEALOGICAL RESEARCH

SCHEDULE

- Scope: The scope is the Research Question (s) is/are.
- Deliverables: The Deliverable is a research report which succinctly addresses the “Research Question(s)”. It may also include attachments that are pertinent to the research questions.
- Budget: \$[anticipated maximum cost to conduct research] including GST.
- Reference No.: [insert applicable reference number]
- Notes:
1. Any payments made within Australia are to be made by credit card or bank transfer using the Payment Details above. Payment for research conducted by clients located outside of Australia can be made using a dedicated secure payment form which will be advised at the time of billing.
 2. [insert any additional notes]

TERMS OF SERVICE

If you engage us to conduct research on your behalf, you do so on the following terms:

1. You agree that:
 - a. The Scope listed in the Schedule accurately reflects the scope of work you want us to complete;
 - b. The provision of the Deliverables listed in the Schedule will result in us satisfying the Scope listed in the Schedule; and
 - c. We are entitled to invoice you for an amount up to and including the Budget listed in the Schedule.
2. You agree to provide us with the true and correct results of any research or enquiries you have conducted in relation to the Scope listed in the Schedule. This includes all previous sources of information gathered in that regard including any negative results from those sources.
3. Research Enquiry – The research enquiry must include defined research question (s). It should also include background information that will assist the researcher to answer the research question. The research question(s) becomes the “Scope of the Research Report”.
4. We will invoice you up to the amount listed in the Budget in the Schedule for:
 - a. the time we spend to conduct research, analysis, prepare final reports, and communicate with you in accordance with our rates which can be found at <https://www.gsq.org.au/what-gsq-offers/research-services/>
 - b. for printing, binding, handling, and shipping at the rates paid for those services; and
 - c. for any expenses, including expenses for travel, translation, and to retain third party specialists, incurred in obtaining any documents not readily available to us at such costs at an amount agreed by you and us prior to the expenses being incurred.
5. You agree that our invoice is due and payable on the day that we complete the Scope listed in the Schedule and that we are not obliged to provide you with the Deliverables listed in the Schedules and any other documents we agree to provide under these terms until such time as you pay our invoice.
6. Payment of our fee must be made prior to us releasing any Deliverables listed in the Schedule and any other materials produced in completing the

Scope contained in the Schedule. In some cases, we may require a deposit to be paid in advance of any work being conducted.

7. If we become aware that the Budget contained in the Schedule is not satisfactory to pay for our fees to complete the Scope listed in the Schedule and provide the Deliverables listed in the Schedule, we will notify you and provide you with a revised Budget.
8. If we determine that completion of the Scope listed in the Schedule is not possible at any time while we are completing work on your behalf, we will notify you and may agree to reduce the Budget.
9. You agree that the inclusion of a particular Scope, Budget or Deliverables in the Schedule does not amount to a representation that we will be able to complete the Scope and provide the Deliverables. By including a particular Scope, Budget, or Deliverables we do not warrant, represent or suggest that it is appropriate or capable of completion.
10. You agree that we will be deemed to have provided the Deliverables, and any other documents we provide you with in satisfaction of these terms, if we send those documents, in a PDF format, to your email address last known to us.
11. Any personal information we obtain from you will be used solely for the purposes of conducting research on your behalf, communicating with you about the research we are conducting, and for the purpose of our own record keeping. If we believe it would be beneficial for us to release your personal information to a third party, we will first contact you to obtain your consent to do so.
12. Any research commissioned by you will be retained by us unless you specially request that we destroy it. The research will be stored in a secure location. The research will only be released to third parties or published if we obtain your permission to do so. We reserve the right to use de-identified versions of any research retained by us for:
 - a. training purposes; and
 - b. to use resources obtained in conducting the research commissioned by you to assist us in conducting research commissioned by others.
13. Any information provided to you has been obtained from sources created or maintained by third parties. While we use our best endeavours to ensure that all the information provided to you is accurate, we make no

representations and do not suggest or expressly warrant that any information we have provided is true, correct, or accurate. You agree that you will not rely on the information provided to you nor will you inform or imply to others that they may do so. You further agree that we will not be liable for any loss or damage suffered, or any claim, proceeding, or application commenced as a consequence of you, or any others you have provided that information to, acting in reliance on information we provide you with in satisfaction of these terms. You agree to indemnify us for any loss, damage or claim of whatsoever nature and howsoever arising of or in connection with this Agreement.

14. These terms are to be interpreted in accordance with the laws of Queensland and you agree that courts in Queensland will have exclusive jurisdiction over any disputes raised in relation to these terms.