

Invitation for Expressions of Interest

Accelerating Fuel Infrastructure Program

May 2026

Introduction

1.1 Accelerating Fuel Infrastructure Program

Queensland's economy is highly dependent on reliable access to liquid fuels, particularly diesel, which underpins mining, freight, agriculture and regional industries.

Recent disruptions to global liquid fuel supply chains have highlighted the need to build resilience in Queensland's and Australia's liquid fuel security. Building resilience requires coordinated planning, credible private investment and clear delivery pathways.

The Queensland government is focused on Queensland fuel capability and long-term supply resilience by improving refining, storage and supply chain capability.

The Office of the Coordinator-General (**OCG**), supported by Economic Development Queensland (**EDQ**), is leading a structured market engagement process to provide a clear pathway for private sector proponents to bring forward proposals for government consideration.

This structured market engagement process complements other fuel security activities being progressed by the Department of Natural Resources and Mines, Manufacturing and Rural and Regional Development and the Australian Government's National Fuel Security Plan.

1.2 Purpose of this Invitation

This Invitation for Expressions of Interest (**Invitation**) provides information to proponents about the market engagement process and invites proponents who wish to bring forward liquid fuel refining and/or storage proposals for government consideration to express their interest by lodging a response in accordance with the process set out in this Invitation.

This Invitation is issued subject to the terms set out in this Invitation, including the terms and conditions in **Appendix 2 (Terms and Conditions)**. Participation by proponents in all stages of this process is subject to the Terms and Conditions.

Market engagement process

1.3 Engagement stages

The identification and assessment of proposals for Queensland government consideration will be undertaken via a multi-stage market engagement process, as shown in Figure 1.

As proposals are likely to be variable in nature, the market engagement process will be tailored to each proposal. Proposals will be considered on a case-by-case basis rather than undergoing a competitive evaluation process.

Not all proposals will be invited to proceed through each stage of the process. At each stage, proposals will be evaluated and proponents will be advised of outcomes. Proponents may also be invited to revise and resubmit responses for the purposes of further evaluation but should not rely on being given this opportunity when preparing their initial proposal.

The OCG may amend, suspend or conclude the market engagement process at any time. Participation in the process is at a proponent's cost and risk.

Figure 1: Structured market engagement stages



Stage 1 - Expression of Interest

As the first stage in the process, the Invitation is open to all proponents who consider they meet the selection criteria in Section 3.5.

Stage 1 is focused on the State identifying experienced and capable proponents with credible commercial-scale proposals that are sufficiently mature to progress to future stages of market engagement. Further detail on Stage 1 and how to submit an EOI is provided in Section 3.

Stage 2 - Proposal Development

Proponents will be invited to participate in Stage 2 at the discretion of the State based on assessment of EOIs against the selection criteria set out in Section 3.5.

Stage 2 is intended to enable the State and the proponent to clarify key aspects of the proposal relevant to further assessment of potential facilitation pathways.

Stage 2 will commence with the definition of roles, responsibilities and timeframes for the stage between the State and the proponent. The State will then work with proponents to develop their proposal, which may include mapping of approvals, clarification of tenure and infrastructure interfaces, and preliminary cross-

agency coordination. Clarification will also be undertaken in relation the proposal's delivery and operational planning and assumptions, including access to reliable feedstock.

During this Stage 2, proponents will be invited to finalise and submit an updated proposal for assessment by the State. The State may require proponents to enter into a form of process contract to govern the proponent's ongoing participation in the process.

Stage 3 – Proposal Facilitation

Proponents may be invited to participate in Stage 3 where its updated proposal is assessed as meeting the selection criteria and other requirements of the State, as determined by the State in its absolute discretion. Updated proposals must be strongly aligned with the State's objectives, sufficiently mature, and suitable for more detailed consideration of potential facilitation pathways.

Stage 3 will be tailored to each proponent to reflect the nature of the proposal, its level of maturity, the specific issues requiring coordination or resolution, and the nature and extent of proposed State facilitation and assistance. Negotiations between the State and the proponent may be required to address State requirements or any barriers to delivery.

The proponent's responsibilities and milestones for delivery of its proposal and the State facilitation to be provided will be documented and agreed in a form required by the State prior to the commencement of any facilitation.

1.4 Government assistance

The Queensland government assistance provided to proponents under this market engagement process to develop and deliver proposals may take a variety of forms. Potential forms of assistance include:

- streamlined project assessment, including a centralised whole-of-government concierge and facilitation service for approvals processes
- assistance with facilitation and resolution of tenure arrangements, noting the State owns strategic industrial land throughout Queensland.

This market engagement process is not a funding program.

Stage 1 process

1.5 Timing

EOIs may be submitted at any time for consideration under Stage 1. A closing date for EOIs may be notified in writing by the State in the future.

1.6 Enquiries

All enquiries about this Invitation must be made in writing by email to fuelsecurity@coordinatorgeneral.qld.gov.au and provide a contact person and return email for communications.

Responses to any enquiry received will be made available through the issue of an addenda. For further information, see the Terms and Conditions.

Proponents are not to make enquiries about this Invitation through any other means or lobby government about their EOI.

1.7 EOI requirements

To participate in the market engagement process, proponents must complete the online EOI form.

The online EOI form asks proponents to provide relevant information about the proponent and the proposal, including:

- details of the proponent and any key consortium members, contractors or delivery partners relevant to the proposal
- overview of the proposal and its intended location
- indicative scale, cost, timing and milestones for the proposal
- approach to approvals, finance, delivery and operations for the proposal
- key risks for the proposal and proposed mitigation measures
- proponent's technical and commercial capability and capacity
- nature of assistance requested from the State, with reference to Section 2.2.

A copy of the EOI form questions is provided in **Appendix 1**.

EOI forms must:

- be fully completed with sufficient detail and accurate information to allow assessment against the selection criteria
- not be supplemented by cross-references to information contained in other documents
- authorised for submission by an authorised person of the proponent
- comply with the requirements set out in the Terms and Conditions.

The State reserves the right to disregard any EOIs that are incomplete, unclear, unsupported or otherwise do not provide enough information to enable meaningful assessment.

When lodging an EOI or otherwise prior to engaging with the State regarding this Invitation, proponents must read the Terms and Conditions and confirm acceptance.

The State will manage the confidentiality of EOIs in accordance with the Terms and Conditions.

1.8 Clarifications

The State may, at its discretion, seek clarification or additional information from any proponent in relation to its EOI, including to verify claims, resolve ambiguities, address omissions, or better understand any aspect of the EOI. Clarifications may involve written requests for information or invitations to attend interviews or participate in interactive sessions.

Any clarification request does not amount to acceptance of an EOI, endorsement of an EOI, or a commitment by the State to progress the EOI to a later stage of the market engagement process.

Proponents will be given a reasonable opportunity to respond to any clarification request. If a proponent does not provide the requested clarification or information within the timeframe specified by the State, the State may proceed to assess the EOI on the information available, or may determine that the EOI will not be considered further.

The State is not obliged to seek clarification from any proponent.

1.9 Selection Criteria

Evaluation of an EOI will commence on receipt of the EOI.

EOIs will be evaluated for the purpose of selecting suitable proposals to proceed to the next stage of the market engagement process, Stage 2 – Proposal Development. EOIs will be evaluated against the mandatory criteria and the evaluation criteria, as well as such other criteria as the State may determine is appropriate to its assessment of EOIs, in its absolute discretion.

Table 1: Mandatory Criteria

No	Criteria Description
MC1	The proposal must be located in Queensland.
MC2	The proposal must increase refining and/storage for a liquid fuel, such as petrol, diesel, aviation fuel or derivatives.

Table 2: Evaluation Criteria

No	Description
EC1	The proposal's commercial scale, technical and commercial feasibility, development plan (including approvals, financing and construction) and operational plan (including feedstock and offtake arrangements).
EC2	The proponent's technical capability, financial capacity and delivery model to develop, finance, construct, commission and operate the proposal.
EC3	The proposal's expected contribution to liquid fuel security in Queensland and the nature of the assistance sought from the State for the proposal.

Appendix 1 – EOI Online Questions

This Appendix 1 outlines the questions in the only EOI form for information only. Proponents must complete the online EOI form on the Department's website to participate in the market engagement process.

Introduction

Please review the Invitation for Expressions of Interest and Terms and Conditions prior to completing this form.

Please complete all fields in this Expression of Interest form to support the Queensland Government's initial consideration of your liquid fuel refining and/or storage proposal to participate in the Accelerating Fuel Infrastructure Program market engagement process.

There is capability to attach supporting documentation to this form.

Proposals will be considered on a case-by-case basis rather than undergoing a competitive evaluation process.

Primary business or organisation

Company name:

Business name:

Entity type:

Address:

Suburb:

State:

Country:

Website:

ACN or ABN:

Contact person

Full name:

Job title:

Phone number:

Email address:

Details of the liquid fuel refining or storage project proposal

Project title:

Short project description:

- Provide a brief description of liquid fuel project
- Provide an explanation of the role of your organisation in the project and any other entities involved in the proposal. Confirm whether these other entities aware of this EOI response.
- Provide details of the scale and capability of the project and proposed asset life
- Provide details of the total project components that support the proposed project (for example, refinery and/or storage infrastructure, distribution and associated infrastructure, ancillary components, and supporting infrastructure requirements, including water, power and roads)
- Provide an outline of the tangible outcomes of the project to liquid fuel security in Queensland
- Provide the approximate number of new jobs in construction and operation from the project

Current project stage/status:

Have you completed a pre-feasibility assessment for your project:

Estimated capital expenditure and level of confidence:

Estimated operational expenditure per annum and level of confidence:

When do you estimate the project can commence construction: XX month XX year

When do you estimate the project will be operational: XX month XX year

Provide an outline of the project's milestones to full operation, including concept, development, approvals, design, financing, final investment decision, procurement, construction and operation

Provide details of the project's land use, environmental or other development approvals pathway and status of approvals

Provide details of the project's delivery plan, including procurement and contracting approach

Provide details of the project's operational plan, including approach to feedstock, offtake agreements and operation and asset management

Outlines any key risks associated with the project and mitigation measures

Project funding arrangements

Provide details of the project's proposed financing and funding arrangements:

Provide details of proposed ownership arrangements for the project:

Project location

Proposed project location in Queensland (if known):

Do you currently own or lease this land? Please provide details:

If no project location is secured, please outline your site requirements, including any supporting infrastructure requirements such as power, water and roads:

Proponent capability and capacity

Please outline your technical and commercial capability and capacity to develop, finance, construct, commission and operate the project, including any key personnel and expertise. This may include reference to delivering, commissioning and operating previous similar liquid fuel projects and infrastructure:

Stakeholders

Please outline any key stakeholders for the project and status of engagement:

Queensland Government's role

Describe the nature of assistance requested from the Queensland Government under this process and the impact this will have on the project. This assistance may include:

- Streamlined project assessment, including a centralised whole-of-government concierge and facilitation service for approvals processes
- Assistance with facilitation and resolution of tenure arrangements, noting the State owns strategic industrial land throughout Queensland.

Does the project currently receive Queensland or Australian government assistance, or plan to apply for assistance under any government programs. If yes, please provide details of the program:

Supplementary information

Please attach any relevant supplementary information that will support the Queensland Government's assessment of your proposal. This could include a business case, feasibility study, site/plant plans, or case studies of previous projects delivered or existing infrastructure operated by the proponent.

Acceptance

By submitting this EOI Form, you:

- confirm your acceptance of the Terms and Conditions;
- warrant that in preparing this EOI Form you have complied with the Terms and Conditions and all other requirements of the Invitation;
- warrant that this EOI Form is correct and complete
- warrant that neither you nor any of your Associates have any conflict of interest or potential conflict of interest in connection with, or any other relationship that may affect, your participation in the Process or potential involvement in any transaction arising in connection with it, except as set out below:

Please tick the box to confirm that you have read and accept the Terms and Conditions.

Personal Information Collection Notice

This Personal Information Collection Notice is provided by the State in accordance with the *Information Privacy Act 2009* (Qld) (**IP Act**). It applies to the handling of personal information to the extent that it is collected by or provided to us in connection with your participation in this Process for the primary purpose of assessing your Response. By participating in the Process, you consent to your personal information being used, disclosed and otherwise dealt with as outlined in this Personal Information Collection Notice.

Under Queensland Privacy Principle (**QPP**) 5 in the IP Act, we are required to provide you with notice of the matters in this notice when collecting your personal information.

You can contact us in relation to the collection of your personal information at the following address:
fuelsecurity@coordinatorgeneral.qld.gov.au.

If your personal information is not collected, you will be unable to participate in the Process.

We may disclose your personal information to other government departments or agencies to consider your response.

We are not likely to disclose your personal information outside of Australia.

Our QPP privacy policy contains information about how you can:

- a) access the personal information about you that is held by us and seek the correction of that information; and
- b) complain about a breach of the QPPs, or any QPP code that binds us and how we will deal with your complaint.

Appendix 2 – EOI Terms and Conditions

If there is any inconsistency between this Appendix 2 and the Invitation, the terms of this Appendix 2 will prevail.

1. Enquiries

- (a) The Proponent must direct all enquiries in relation to the Invitation and/or Process to fuelsecurity@coordinatorgeneral.qld.gov.au
- (b) State responses to enquires and any addenda will be communicated through the Department's website by a person or persons authorised by the Department. The Department will not be bound by any statement made by any other person in any other context.

2. Preparing and submitting a Response

- (a) Responses must be submitted via the EOI form through the Department's website on or before the closing date as advised by the State.
- (b) By submitting a Response, the Respondent accepts and agrees to comply with these terms and conditions.
- (c) The Proponent must notify the State promptly in writing of any material change to information contained in its Response or information provided to the State as part of the Process.
- (d) A Proponent must not replace, amend or supplement any Response lodged by it unless invited to do so by the State.
- (e) The Proponent is responsible for obtaining their own independent advice (as it may consider necessary) before submitting a Response.

3. Clarification of Response

- (a) The State may ask the Proponent for more information or clarification of the Response at any time during the Process.
- (b) Proponents will be given a reasonable opportunity to respond to any clarification request. If a proponent does not provide the requested clarification or information within the timeframe specified by the State, the State may proceed to assess the Response on the information available, or may determine that the response will not be considered further.
- (c) The State is not obliged to seek clarification from any proponent.

4. Third Party Information

The Proponent authorises the State to collect information from any relevant third party in relation to its Response, authorises that third party to release that information to the State, and agrees that the State may use that information for its evaluation of the Response.

5. Evaluation

- (a) The State may adjust its evaluation after considering additional information or clarification from a Proponent.
- (b) Any further participation by a Proponent in any subsequent stage of the Process will be subject to the Proponent accepting any additional requirements of the State for subsequent stages of the Process.

6. Conflict of Interest

- (a) The Proponent must declare and provide details to the State 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 Proponent to participate in the Process.
- (b) The State may exclude a Proponent from any stage of the Process if a material Conflict of Interest arises which cannot be, or is not, managed to the State's satisfaction.
- (c) Each Proponent confirms that it, its Associates and any other person who participates in any the Process consent to:
 - (i) security, probity and financial checks being conducted;
 - (ii) investigations into commercial structure, business and credit history, prior contract compliance and any criminal records or pending charges;
 - (iii) reference checks (whether or not with nominated referees); and
 - (iv) site visits at the Proponent's or any Proponent's Associates current operations or construction sites.
- (d) Each Proponent will, if requested by the State, obtain such consents from individuals as are required by law to be obtained to the activities referred in paragraph (c).

7. Ethics

- (a) The Proponent must not attempt to influence, reward or benefit any representative of the State, nor offer any form of personal inducement, in relation to the Process.
- (b) The Proponent must comply with all Laws and obtain all necessary approvals to ensure that the Proponent's actions do not cause the State to breach any Laws.
- (c) The State may exclude the Proponent from the Process for a breach of this clause.
- (d) To maintain a fair and ethical Process, the State may require additional declarations or other evidence from the Proponent, or any other person, at any time.

8. Confidential Information and Privacy

- (a) Except as permitted by the other provisions of this clause, neither party will disclose the other party's Confidential Information to a third party without that other party's prior written consent.
- (b) The Proponent must limit access to the Confidential Information to its Associates who have a specific need to know or have access to the Confidential Information for the purpose of preparing a Response and who have been made aware of and are obliged to treat the Confidential Information as confidential.
- (c) The State may disclose the Proponent's Confidential Information:
 - (i) as required by Law;
 - (ii) to other State Government agencies;
 - (iii) to responsible Ministers, their advisors or Parliament; and
 - (iv) to its professional advisors.

- (d) The State will not be in breach of its obligations if it discloses Confidential Information to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour.
- (e) The Proponent must:
 - (i) notify the State immediately if it becomes aware of any unauthorised disclosure, copying or use of Confidential Information (suspected or actual);
 - (ii) immediately take all reasonable steps to prevent or stop any such suspected or actual unauthorised disclosure, copying or use of Confidential Information (including complying with directions of the State in this regard); and
 - (iii) take all reasonable steps to recover any Confidential Information that has been disclosed, used or copied without the State's consent under these terms and conditions.
- (f) Personal Information (as that term is defined in the *Information Privacy Act 2009 (Qld)*) provided by Proponents may, in the course and for the purposes of the Process, be disclosed to the State's Associates.
- (g) If any Proponent collects or has access to any Personal Information (as that term is defined in the *Information Privacy Act 2009 (Qld)*) in connection with the Process, the Proponent must comply, in relation to that Personal Information:
 - (i) as if it were the State, with the Queensland Privacy Principles in the Information Privacy Act 2009 (Qld); and
 - (ii) with all reasonable directions of the State.

9. Publicity

Unless otherwise required by law, Proponents must not make or issue any public statements or disclosures in relation to their involvement in the Process unless the written consent of the State has first been obtained.

10. Costs of Participating in the Process

- (a) Except as otherwise stated in the Invitation, the Proponent must meet their own costs associated with the preparation, presentation and negotiation of the Response.
- (b) Without limiting clause 10(a), the State will not be responsible for, or pay or reimburse, any costs, expense or loss which may be incurred by any Proponent: in the preparation of its Response, attending any meetings, providing any further information, or otherwise in connection with its participation in the Process; and as a result of any modification or termination of the Process.

11. Ownership of Documents

- (a) Each Response becomes the property of the State on submission to the State and will not be returned to Proponents.
- (b) As between the State and the Proponent, any Intellectual Property rights that may exist in any Response will remain the property of the relevant Proponent.
- (c) Where:
 - (i) the Proponent clearly identifies the elements which contain Intellectual Property rights; and

- (ii) the State accepts (acting reasonably), that those identified elements are subject to Intellectual Property rights,

The State will only use those elements in accordance with the licence granted pursuant to paragraph (d), but may use any other part of the Response for any purpose.

- (d) By providing a Response, the Proponent, for itself and as agent for the other relevant parties, grants to the State and its Associates a non-exclusive, fully paid up and royalty free, perpetual, assignable licence to copy, adapt, modify, disclose or do anything else to (and to the extent) the State determines necessary in its absolute discretion, all material that contains any Intellectual Property rights of the Proponent or any other person contained in the Response, for any purposes in connection with the Process, including the State evaluating and clarifying Responses (and further selection process responses) and the carrying out of the relevant project by the Proponent.
- (e) The Proponent warrants the Response does not infringe the Intellectual Property rights of a third party and that it has all necessary rights to submit the response and grant the rights set out in the Response.

12. Limited Rights and Obligations

- (a) Except as stated otherwise in this clause, nothing in the Invitation, these terms and conditions or the Process creates a contract (including a process contract) or any other legal relationship between the State and Respondent, unless and until they enter into a binding agreement.
- (b) Nothing in this clause takes away from any rights or remedies the State may have in relation to the Proponent's statements, representations or warranties in the Response or in correspondence or negotiations with the State.

13. Exclusion from the Process

- (a) Without limiting the State's rights and discretions in the Invitation and these Terms and Conditions, the State may exclude the Proponent from the Process if the Proponent:
 - (i) has failed to submit the Response by the closing date;
 - (ii) has not provided requested information in the correct format;
 - (iii) has breached these terms and conditions ;
 - (iv) included a material error, omission or inaccuracy in the Response;
 - (v) is insolvent, in bankruptcy, receivership or liquidation;
 - (vi) has made a false declaration or warranty;
 - (vii) has a conviction for a serious crime or offence;
 - (viii) has failed to pay taxes, duties or other levies;
 - (ix) represents a threat to national security or to confidentiality of government information; and/or
 - (x) is a person or organisation designated as a terrorist by Australian Federal Police.
- (b) In addition, the State may exclude the Proponent from the Process if:

- (i) the State considers the integrity of the Proponent is in doubt due to the Proponent's professional misconduct or an act or omission contrary to any applicable code of conduct; and/or
- (ii) the State becomes aware of any other matter that materially diminishes the State's trust in the Proponent.

14. Liability

- (a) The Proponent is not entitled to make a Claim of any nature or kind whatsoever against the State for any Liability incurred by them arising out of, or in connection with the Invitation, Process, Response, and/or these terms and conditions.
- (b) The Proponent must indemnify, and must keep indemnified on demand, the State from and against any Claim or Liability suffered or incurred by the State arising out of, or in connection with: any breach by the Proponent of these terms and conditions; and any action or Claim brought by the Proponent against the State with respect to any of the matters or events identified in clause 15(a).

15. State's Additional Rights

- (a) Without limiting its rights and despite any other provision of any State Supplied Information, the State may, at any time and in its absolute discretion:
 - (i) amend, suspend, cancel or re-issue the Invitation or the Process, or any part of them;
 - (ii) take into account any information from any source (including its own investigations and any conflicts or potential conflicts of interest);
 - (iii) determine the manner, extent and timing of its engagement with any Proponent, including by:
 - a. seeking clarification or additional information; and
 - b. accepting or rejecting any Response (including any non-conforming or alternative Response);
 - (iv) engage, negotiate or deal with any Proponent (or other person) on a case-by-case basis;
 - (v) include or exclude any Proponent from the Process, terminate participation, or allow additional participants (whether or not they have submitted a Response);
 - (vi) require, accept or reject any clarification, amendment, substitution or replacement of a Response;
 - (vii) withhold or disclose information in connection with the Process; determine the number, identify and progression of Proponents at any stage of the Process;
 - (viii) publish or otherwise disclose information relating to the Process or any Response (subject to confidentiality requirements); and
 - (ix) take any other action it considers appropriate in connection with the Process.
- (b) No party will have any claim against the State, any of its authorities or agencies, or their respective officers, employees, agents or advisors with respect to the exercise, or failure to exercise, any such right.

16. Disclaimer

- (a) All State Supplied Information has been prepared to give potential Proponents background information in relation to the Process. It does not, and does not purport to, comprehensively describe the scope of any potential project arising out of or in connection with the Process.
- (b) Nothing contained or implied in the Invitation, or Process, or any other communication by the State to the Proponent is to be construed as legal, financial or other advice.
- (c) The State will endeavour to provide accurate information in any communication. However, the State makes no warranty or representation and does not assume any duty of care to Proponents that the information in State Supplied Information is accurate, adequate, suitable or complete, or that the information has been independently verified, and the State accepts no responsibility for interpretations placed on the information by Proponents.
- (d) The State will not have any responsibility to inform any recipient of any matter or information coming to their attention which may affect any other matter or information contained or referred to in the State Supplied Information.
- (e) The State will not be liable in contract, tort, equity, or in any other way for any direct or indirect damage, loss or cost incurred by the Proponent or any other person in respect of the Process, whether as a result of the State exercising its rights, the State's negligence or breach of these terms and conditions, the State failing to progress the Proponent through the Process, or any other cause.
- (f) Recipients acknowledge that they will make their own independent investigations of the information contained or referred to in this document and their own appraisal of the opportunity to participate in the Project.
- (g) To the extent the State is not the author or source of any document provided to Proponents, it merely passes that document on to Proponents and does not adopt the content of it.
- (h) The Invitation and Process and all statements and information made in relation to such reflect the State's current intention only. The information and intentions may change at any time without notice.

17. Canvassing

- (a) Proponents must not contact any members, or employees or officers of the State, other State Government States or other stakeholder agencies, elected members of the Commonwealth, State or Local Governments, officers of the State, officers of local Government authorities, or any other Government parties (including their advisers) with a view to providing or obtaining information in respect of the Process or their Response, or attempt to support or enhance their prospect of being progressed other than as expressly permitted by the Invitation and/or Process.
- (b) At the sole discretion of the State, any unauthorised communication or attempted approach by a Proponent may lead to the Proponent's exclusion from the Process.
- (c) Proponents must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct (including accepting any commission or offer of any commission to or from) any other Proponent, any other Proponent's Associates or any other person in relation to the preparation or lodgement of a Response.

18. Reliance on Information

- (a) By submitting a Response, the Proponent:
- (i) warrants to the State that the information contained in its Response is accurate and complete as at the date on which it is submitted and not misleading (including by omission of information) and may be relied on by the State in determining whether or not to progress a Response to a further stage in the Process;
 - (ii) undertakes to promptly advise the State if it becomes aware of any change in circumstances that causes the information contained in its Response to become inaccurate or incomplete in a material respect;
 - (iii) acknowledges that the State will rely on the above warranty and undertaking when evaluating the Response;
 - (iv) acknowledges that the State may elect to remove a Proponent from the Process as a result of material changes to the information presented in its Response;
 - (v) acknowledges that any progression of a Proponent to a later stage of the Process does not mean that the State is satisfied as to the information provided by the Proponent and that such information may need to be resubmitted and may be evaluated again in later stages of the Process; and
 - (vi) acknowledges that the State may suffer loss or damage if the Proponent breaches the above warranty and undertaking.

19. No Appeal

Proponents will not have a right to appeal to the State against any decisions arising from the Process.

20. Governing Law and Jurisdiction

These terms and conditions are governed by, and are to be construed in accordance with, the Laws applicable in Queensland.

21. Warranty of Authority

Where a Proponent is required to sign or submit any document or make any statement or representation, the person signing or submitting the document or making the statement or representation warrants that it has authority to do so from the Proponent (including each entity comprising the Proponent where there is more than one).

22. Definitions

The following definitions apply unless the context requires otherwise.

Associate –

- (a) in the case of the Proponent means its related entities (as defined in the *Corporations Act 2001* (Cth)), officers, employees, advisers, contractors, consultants and agents (including any member entity of that Proponent); and
- (b) in the case of the State, means any advisor of the State, the Queensland Government (including acting through any Department), its Ministers, Queensland Government Agencies, and any of their representative officers, employees, advisers, contractors, consultants and agents.

- (c) in the case of the Proponent means its related entities (as defined in the *Corporations Act 2001* (Cth)), officers, employees, advisers, contractors, consultants and agents (including any member entity of that Proponent); and
- (d) in the case of the State, means any advisor of the State, the Queensland Government (including acting through any Department), its Ministers, Queensland Government Agencies, and any of their representative officers, employees, advisers, contractors, consultants and agents.

Claim - Any claim, proceeding, action, cause of action, demand or suit (including by way of contribution or indemnity) made:

- (a) in connection with the Process;
- (b) at law or in equity; or
- (c) for specific performance, restitution, payment of money (including damages), an extension of time or any other form of relief.

Confidential Information - Confidential Information of a party (**Provider**) means information acquired by the other party (**Recipient**) from the Provider in connection with the Process, where that information:

- (a) is by its nature confidential;
- (b) is marked at the time of disclosure to the Recipient as 'confidential', 'in confidence', 'restricted', 'sensitive', 'secret' or 'top secret', and/or
- (c) the Recipient knows, or ought to know, is confidential to the Provider or a third party who supplied it to the Provider.

This includes any State Supplied Information or any other information about the Process which is not made publicly available by the State. However, this does not include information that is publicly available through no fault of the Recipient, or that the Recipient acquired entirely independently of the Provider.

Conflict of Interest - A Conflict of Interest arises if personal or business interests, relationships or obligations of the Proponent or any of its personnel do, could, or could be perceived to:

- (a) conflict with the Proponent's obligations to the State in connection with the Invitation and/or Process, and/or
- (b) call into question the independence, objectivity or impartiality of any person involved in the Invitation and/or Process on behalf of the State.

A Conflict of Interest may be:

- (a) actual: where the conflict currently exists;
- (b) potential: where the conflict is about to happen or could happen; or
- (c) perceived: where other people may reasonably think that a person is compromised.

Government Agency - any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority (including statutory authority), tribunal, agency or entity and includes local authorities, the State and the Commonwealth of Australia.

Intellectual Property - All intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including patents, copyright, trade secrets, processes, concepts, rights in circuit layouts, registered designs, trademarks, know-how, inventions and the right to have confidential information kept confidential and all other forms of intellectual property as defined in Article 2 of the convention establishing the World Intellectual Property Organisation of 14 July 1967 as amended from time to time, and any application or right to apply for registration of any of those rights.

Laws – All laws of the Commonwealth of Australia and the laws of the State of Queensland as may be applicable, including any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time and includes any regulatory standards issued by a government authority and industry codes of conduct, codes of practice or standards which are enforceable against a party, and all rules of common law and equity.

Liability - Any loss, cost, liability or expense whether:

- (a) arising from or in connection with any proceeding or claim or not;
- (b) liquidated or not;
- (c) legal or equitable;
- (d) present, prospective or contingent; or
- (e) owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others.

Process – The market engagement process set out in the Invitation.

Proponent – Any entity to whom the Invitation is issued or who proposes to lodge or lodges a Response.

Response – An expression of interest (EOI) or response submitted by the Proponent in response to the Invitation and includes updated responses provided in later stages of the Process.

State – The State of Queensland (represented by the Department of State Development, Infrastructure and Planning).

State Supplied Information – Any information, data or document (including designs, drawings and reports):

- (a) issued, disclosed or made available to any Proponent or any Proponent's Associate by or on behalf of the State in connection with the Invitation, Process, and/or these terms and conditions; or
- (b) referred to, or incorporated by reference into the Invitation, Process, and/or these terms and conditions, irrespective of when that information, data or document is issued, disclosed or made available.

23. Interpretation

- (a) Unless the context requires otherwise:
- (b) If any of these terms and conditions purport to exclude liability for a particular matter, such exclusion only operates to the extent permitted by Law.
- (c) Headings are for convenience only and do not affect interpretation.
- (d) The singular includes the plural and the plural includes the singular.

- (e) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (f) A reference to a person includes an individual, corporation, trust, partnership, unincorporated body or statutory body or other entity or any of them.
- (g) A reference to a time is to Australian Eastern Standard (AEST) time.
- (h) A reference to a party in these terms and conditions or another agreement or document includes that party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal or personal representatives).
- (i) 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 all legislation, regulations or statutory instruments issued under it.
- (j) Unless expressly provided to the contrary in these terms and conditions, the State may give, modify, withhold, withdraw, make or exercise any action, approval, consent, decision or discretion or other function under these terms and conditions at the State's absolute discretion, whether subject to terms and at any time.