Terms and Conditions of the Industrial Adhocracy® (IA) Platform User Agreement

This document outlines the Terms of Use of the Industrial Adhocracy® Platform. By responding to a published BAF®, respondents signal their intention, consent and formal agreement to become Users of the IA Platform, and therefore to be bound by the IA Platform Terms of Use.

Users of the IA Platform, which powers CA Consult, acknowledge that upon commencement of an IA Engagement they agree to perform specified services for clients of IA and to accept in return the payment of specified fees calculated as a fixed percentage of cash received by IA from Clients, and to abide by all other terms of this agreement.

For full details of IA Terms and Conditions (relating to such matters as client confidentiality, intellectual property protection, and user privacy), see over:
1. Definitions

1.1. “Industrialised Adhocracy® Services” (“IA”) is an entity duly registered under the Australian Corporations Act, ABN 16 165 731 902 and is a party to this agreement.

1.2. “User” is the counterparty to this agreement, meaning any eligible person or corporation who accepts the invitation of Industrialised Adhocracy® to make use of the IA Platform, as described in this agreement.

1.3. Professional Association” (“PA”) means any organised body of professional persons or companies with whom the User is associated by way of current formal membership – such membership being a component of the User eligibility criteria under this agreement. In this instance, the Professional Association is the Institute of Chartered Accountants Australia.

1.4. “Client” means any corporation or person who is the beneficial recipient of services provided by the User pursuant to this agreement.

1.5. “Engagement” means a specified body of services delivered, or to be delivered, by appropriately qualified persons over a fixed period of time, or for a fixed fee, for the benefit of a Client pursuant to this agreement.

1.6. “Industrialised Adhocracy® Platform” (“IAP”) means a set of processes (including the registered BAF® process), communications and interactions orchestrated by Industrialised Adhocracy® with the aim of connecting appropriately qualified Users offering services with Clients seeking services pursuant to this agreement.

1.7. “Best Affiliate Forward Process” (“BAF® Process”)” is a registered Trade Mark of Industrialised Adhocracy® which indicates a method of identifying and surfacing a small number of the most appropriately qualified service providers for a specified Engagement from a larger pool of available service providers.

1.8. “Best Affiliate Forward” (“BAF®”) means a specific communication to Users of the IA platform which describes services requested by potential Clients of IA. Each BAF® will specify Engagement details, characteristics required of responding Users, and Fees to be paid to IA upon successful completion of the Engagement.

1.9. “IA Platform Services” (“The Services”) means the benefits provided by Industrialised Adhocracy® to the User via an invitation to participate in the BAF® process and to otherwise use the facilities of the Industrialised Adhocracy® Platform provided by IA.
2. Governing Law

2.1. In entering this agreement the parties submit to the exclusive jurisdiction of the Courts of New South Wales.

3. IA Platform Services

3.1. IA Platform Services means the benefits provided by Industrialised Adhocracy® to the User via an invitation to participate in the BAF® process and to otherwise use the facilities of the Industrialised Adhocracy® Platform provided by IA.

3.2. IA Platform Services comprise several services and sources of information which Users may be invited to make use of on an opt-in basis from time to time.

3.3. Without limiting the definition of IA Platform Services, these services currently include:

3.3.1. Invitations to participate as a responding User or as a Client in the IA BAF® Process.

3.3.2. Services similar to the Best Affiliate Forward (BAF®) process, such as the following: Best Intellectual Property Forward (BIF), Best Methodology Forward (BMF), Best Facilities Forward (BFF) processes.

3.3.3. Information shared by the Professional Association (for example, through the PA website or newsletters) regarding the activities of Industrialised Adhocracy®.

4. Eligibility and Becoming a User of the IA Platform

4.1. Users wishing to use the services of the IA Platform must first meet the IA Eligibility criteria for respondents as below. This requires that:

4.1.1. The User be a formal member of a Professional Association.

4.1.2. That Professional Association with which the User is a member has an agreement in place with IA to allow BAF®s to be broadcast to their membership base.

4.1.3. The User complies with current eligibility requirements for using the IA Platform as established by the Professional Association.

4.2. By responding to a BAF® published by IA, eligible respondents signal their intention, consent and formal agreement to become a User of the IA Platform, and to therefore to be bound by the IA Platform Terms of Use as described in this agreement.

4.3. By responding to a BAF® published by IA, the User warrants that they meet the eligibility criteria pursuant to this agreement.
5. **Consents to the Capture and Disclosure of Personal Information**

5.1. When issuing a BAF®, IA will invite Users to supply personal information relevant to determining and ranking their suitability to deliver services related to an Engagement, relative to other responding Users.

5.2. In supplying this information, the User grants their consent to IA to use such personal information supplied for the purpose of such determination and ranking. Further, the User grants consent and permission for IA to share this information with employees of IA, contractors of IA, and third parties related to IA (including the Professional Association) if this is helpful in assessing the suitability of a User.

5.3. Such consent shall be deemed valid only for the particular BAF® and Engagement to which the User specifically responded. IA will not retain or make any use of User personal information beyond the use required to process the single BAF® to which the User responded.

5.4. A BAF® does not reveal the identity of the potential Client to Users. Should a User elect to respond to a BAF®, then (following the standard BAF® process) details of the User will be anonymised prior to being forwarded to the Client for evaluation.

5.5. In the case where a Client wishes to proceed to interview a responding (anonymised) User, then IA will first disclose the identity of the potential Client to the User and will specifically request permission from the User to reveal their identity to the potential Client. IA agrees not to reveal the identity of the User to the potential client absent such explicit consent from the User on a case by case basis.

6. **Engagements Between Users and Clients of IA – Novated “Back to Back” Agreements**

6.1. In the case where a Client wishes to proceed to interview a responding User then, following the BAF® process, IA will mutually reveal the identity and contact details of both Client and User, and will otherwise take actions to facilitate introductions in person or by telephone between potential Client and responding User.

6.2. This process of facilitated introduction may result in a separate commercial agreement being reached between IA and the Client to supply the services of the User to the Client. In that case IA agrees to take the role of prime contractor to the Client, and the User agrees to take the role of subcontractor to IA. The User specifically agrees to take upon itself the full service obligations which IA would otherwise have under its separate agreement with the Client, as described in the form of an Engagement. In this way, the service obligations of IA to the Client are novated to the User with the User’s consent. In return for accepting and fulfilling that obligation, IA agrees to pay the User a fixed percentage of payments made to IA by the Client pursuant to the separate agreement between IA and the Client.
7. **Conduct of the Engagement**

7.1. When fulfilling their novated service obligations pursuant to this agreement, Users agree to act ethically and in a manner consistent with the code of professional conduct of their Professional Association(s) of which they are a member.

8. **Role of the Professional Association**

8.1. Beyond formalising a separate agreement with IA to allow the publishing of BAF®s to their membership (see “Eligibility Criteria” above), Professional Associations have no further role pursuant to this agreement and specifically have no obligations with respect to delivering services to Clients or paying fees to Users.

9. **Fees Paid to Users by IA**

9.1. Under the terms of a separate prime contract agreement between IA and the Client, IA may become eligible to receive payments from the Client being for the provision of subcontracted User services to the Client by IA.

9.2. Upon receipt of such payments by IA, the User becomes entitled to receive from IA in return for having met the Users novated and subcontracted service obligations to the Client, the amount invoiced by the User to IA, less a 10% service charge.

9.3. The User has no entitlement to any origination fees, Payroll Tax loadings or other charges which may be invoiced by IA to the Client pursuant to its agreement with the Professional Association.


10.1. No employment relationship exists between IA and the User under this agreement.

10.2. Should any duly authorised government department, taxation authority or other body determine that Fees or Taxes are legally payable by IA arising from the operation of the BAF® process and subsequent payments between Clients, IA and the User, then the User agrees to accept liability for any such Fees or Taxes, including where necessary payment of Tax provisions to the collecting authorities.

10.3. As a provision against payment of Payroll Taxes to the NSW Office of State Revenue, IA will withhold between 2% and 7% of payments to Users. Any amounts in excess of actual Payroll Tax remitted to the Office of State Revenue by IA will be remitted to the User within a reasonable period following the end of the relevant tax year.
11. Reimbursement for User Expenses to be Negotiated Between User and Client Directly

11.1. IA accepts no responsibility for reimbursing expenses incurred by the User in performing their duties pursuant to this agreement.

11.2. Should the User wish to be reimbursed for such expenses, arrangements must be made directly between the User and the Client prior to commencement of the Engagement.

12. Branding of User Services

12.1. Use of the IA platform and consequent obligations under this agreement place no restrictions on the use of branding elements by Users.

12.2. Users are free to fulfil obligations under the agreement while using any Branding standard they are legally entitled to use (for example, the branding of their own boutique).

12.3. IA gives permission to all Users to advertise their status as Users of the IA Platform to Clients, potential Clients and to the general public.

13. IA Privacy Policy

13.1. IA agrees to keep all personal information received from the User confidential, and will not reveal any such information to third parties, except where:

13.1.1. Such disclosure is necessary to progress the specific BAF® to which the User has responded.

13.1.2. Such disclosure is mandated as part of broader reporting obligations which IA may have from time to time to a Professional Association to which the User belongs (in which case personal details of the User are assumed to already be known by that Professional Association).

13.1.3. A legally constituted authority requests disclosure of such personal information for purposes of law enforcement, taxation or other legally mandated reason.

14. Confidentiality and IP Protection

14.1. The User agrees to maintain all information learned through interaction with the Client as confidential, unless that information can be shown to be in the public domain.

14.2. Any intellectual property created during the course of an Engagement shall become the sole property of the Client.

14.3. Any intellectual property owned by the User and utilised through the course of an Engagement with a Client shall remain the property of the User during and after the Engagement.